

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

MONDAY, June 22, 2015

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

A. Presentation of the American Council of Engineering Companies' National Grand Award for Northwest Area Storm Water Design _____

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 – (i) June 1, 2015 Work Session
(ii) June 8, 2015 Regular Meeting** _____

B. Resolution Approving Disbursements for Period Ending June 16, 2015 _____

C. Consider Pay Voucher No. 7 for City Project No. 2014–09D – College Trail Street Reconstruction And Barbara Avenue Partial Street Reconstruction and 2014–06 Blaine Avenue Retaining Wall Replacement Improvements _____

D. Consider Pay Voucher No. 1 for City Project No. 2015–09E – 47th Street Area Reconstruction and City Project No. 2015–14 47th Street Area Water and Sewer Improvements and Rehabilitation _____

E. Consider Pay Voucher No. 1 and Change Order No. 1 for the 2015 Capital Improvement Program, City Project No. 2015–10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015–11 – NWA 70th Street Lift Station, Argenta District _____

F. Approve the Custom Grading Agreement and Drainage and Stormwater Ponding Easement Agreement for 2306 99th Street _____

G. Approve Therapeutic Massage License _____

H. Approve Replacement of Parks and Recreation Office and Arena Concession Stand Service Counters _____

I. Approve the 2015 and 2015 Seasonal/Temporary Compensation Plans _____

J. Approve Temporary Assignment Pay _____

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. **GREGORY LEE & DL SCOFIELD;** Consider a Resolution relating to a Variance to allow a six foot fence along a corner front property line whereas 30 feet is required for property located at 3593 72nd St.

B. **RYLAND HOMES;** Consider a Resolution approving the Final Plat, Final PUD Development Plan, Development Contract and related agreements for Blackstone Ponds 1st Addition. _____

C. **SPERIDERS REINERS ARCHITECTS;** Consider the following Resolutions for property located at 7365 Concord Boulevard;

- a) Major Site Plan Review for an approximate 5,000 square foot addition and approval of an Improvement Agreement, Storm Water Maintenance Agreement, and permanent five foot drainage and utility easement.
 - b) Variance to allow a 33 foot setback from the north property line for the building expansion whereas 75 feet is required.
- _____

D. **STEVE WATRUD;** Consider the following resolutions for property located at 10982 Clark Road;

- a) Major Site Plan Approval to construct a 22,400 square foot office/warehouse building.
 - b) Conditional Use Permit Amendment to allow for a contractor’s yard and outdoor storage.
 - c) Variance to allow outdoor storage less than 100 feet from Agricultural zoned property and from screening requirements.
- _____

8. **MAYOR & COUNCIL COMMENTS:**

9. **EXECUTIVE SESSION:**

Discuss Appraisals for Easement Acquisitions on Glenlin Properties, LLC Parcel and on Lawrence and Linda Flannery Parcel Relating to Project 2015-13.” _____

10. **ADJOURN**

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Amy Jannetto at 651.450.2510 or ajannetto@invergroveheights.org



City of Inver Grove Heights, MN Honored at National Awards Ceremony

Award Summary

Stormwater management in a 3,000-acre, hydrologically land locked area in the city of Inver Grove Heights, MN became an obstacle for the community's growth. The traditional stormwater management approach proved to be too costly. Driven by cost and impact concerns to the surrounding Marcott Lakes and Mississippi River, the city implemented a strict, zero stormwater runoff discharge policy for their development plan.

Emmons & Olivier Resources (EOR) assisted the City by developing a zero-runoff plan that is a paradigm shift to an enhanced low impact development (LID) approach. This new system took advantage of the city's natural features, mimicked natural hydrology, and maximized infiltration. The enhanced LID system reduced the area's initial infrastructure capital cost by \$18 million, with \$30 million in savings on a lifecycle basis.

These new, creative approaches, developed by EOR with the visionary support of city leaders and staff, generated a new framework for stormwater management. The City of Inver Grove Heights has become a national leader by being a first in the nation to rely solely on enhanced LID technologies. In 2015 this comprehensive effort was recognized with a **National Award** in engineering excellence by the American Council of Engineering Companies (ACEC). EOR CEO Brett Emmons received the award on behalf of EOR and the City of Inver Grove Heights at the awards ceremony in Washington, DC on April 21, 2015.



**INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, JUNE 1, 2015 - 8150 BARBARA AVENUE**

1. CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in study session on Monday, June 1, 2015, in the City Council Chambers. Mayor Tourville called the meeting to order at 5:00 p.m. Present were Council members Bartholomew, Hark, 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 and Chief Thill

2. PUBLIC WORKS FACILITY TOUR

Mr. Thureen provided an overview on the history of the facility and the current operational challenges being experienced.

Mark Borgwardt, Parks Maintenance Superintendent, stated he currently had 14 full-time employees and 24 pieces of equipment.

Dan Helling, Utilities Superintendent, stated he currently had 29 full-time employees and 19 seasonal employees.

Barry Underdahl, Streets Superintendent, stated he stored 121 pieces of equipment at the facility.

The Council toured the Public Works facilities with staff and the architect, including office spaces, restrooms, and locker rooms.

Following the tour of the facilities, Mr. Thureen provided an overview of the proposed schedule and timeline for the process.

Mayor Tourville suggested looking into the cost of a more advanced security system for the Public Works facilities.

3. 2016 BUDGET

Ms. Smith reviewed the proposed 2016 budget calendar. She stated the preliminary budgets and tax levies had to be approved and submitted to the County by September 30, 2015. She noted the final budgets and tax levies had to be certified to the County by December 30, 2015. She provided an overview of the 2016 budget challenges including reducing the reliance on the Host Community and Closed Bond Funds, increasing funding for the Pavement Management Program, planning for cost of living adjustments and insurance increases, and reviewing the technology allocations. She explained the CIP was also updated with the assumption that there would be a 3% increase in market value and tax capacities, a 2% increase in revenues, and a 3% increase in expenditures. She stated preliminary information was projecting a 6% increase in market values, and a 5.3% increase in tax capacities.

Councilmember Bartholomew questioned if the 2016 tax rate of 49.25% listed in the CIP was correct.

Ms. Smith stated the tax rate was based on preliminary information on market values and tax capacities. She noted there would be some slight adjustments for 2016 because the 2015 tax rate was 48.13%. She explained the 2015 tax levy was an approximate \$1.5 million increase that was divided up three ways: \$500,000 for Pavement Management, \$500,000 for current services, and \$500,000 for new services.

Mr. Lynch noted the information in the 2016 CIP reflected a \$600,000 decrease in the tax levy from 2015.

Ms. Smith explained because the CIP only assumed a 3% market value increase the City had more room to spread the levy. Even though the increase in dollars was approximately \$900,000, more market value tax capacity caused the tax rate to increase substantially. She discussed the impacts on the mean and median value properties.

4. HOLIDAY ON MAIN STREET/50th ANNIVERSARY

Tracy Petersen, Recreation Superintendent, reviewed the history of the Holiday on Main Street event. She stated the event was geared towards children and consisted of activities for kids, free food, gifts, and entertainment. She noted that the event was sponsored and supported by local businesses and the average budget was \$6,000 - \$8,000. After the event in 2014, staff suggested looking for ways to update and enhance the event to gear it more towards the City's own community members. In 2015 staff suggested hosting an outdoor holiday tree lighting event on December 7th that would also incorporate a celebration of the City's 50th anniversary. On December 12th the City would host a Breakfast with Santa event and attendees would be asked to obtain tickets in advance and bring a non-perishable food item. On that same afternoon the Candy Cane hunt would take place in South Valley Park and would feature outdoor activities for kids in addition to the hunt. Holiday light tours would continue in the evening on December 12th. The addition of a scavenger hunt was also suggested as a way to increase support for the local businesses that support the annual events. She noted the goal would be to keep the events free or at a minimal cost for participants.

Councilmember Bartholomew questioned if people would be required to pay to attend the Breakfast with Santa event.

Ms. Petersen replied in the negative. She stated the idea would be to require pre-registration so staff would know in advance how many people would be in attendance to plan for the meal.

Councilmember Piekarski Krech suggested charging a minimal amount for the tickets to ensure that those who signed up actually attended on the day of the event. She stated she did not want to have a lot of food waste at the event.

Councilmember Bartholomew questioned if tickets would be sold at the door.

Ms. Petersen replied in the negative.

Councilmember Mueller questioned what type of breakfast would be served.

Ms. Petersen stated more of a continental breakfast was envisioned at this point because the staff wasn't generally equipped to cook a full breakfast.

The City Council supported the proposed changes and new events.

Ms. Petersen explained Council previously discussed plans to celebrate the City's 50th anniversary. She stated following discussion with the Mayor and Councilmember Piekarski Krech, staff came up with ideas for a series of events. On November 23rd at the regular City Council meeting a slideshow would be presented that would showcase the history of the City. She noted Town Square Television would help staff produce the video. Prior to the Council work session on December 7th the tree lighting event would be held. Members of the public, former Council and staff members, local businesses, and school officials would be invited to attend. Staff would also produce an eight page design document with photos and captions that would be available to the public.

Councilmember Mueller questioned how many brochures would be produced.

Ms. Petersen stated the amount had not been determined and it would be based on the cost. She noted that one thought was to mail it, if cost allowed, to every resident in the City. Another option was to have copies available for the public at various City facilities.

Councilmember Piekarski Krech stated the idea was to have a nice souvenir available for those in the community that wanted one. She opined it was not necessary to mail to every postal patron.

Councilmember Bartholomew suggested working some of the information into upcoming Insights issues since that publication was already mailed to every postal patron.

5. ADJOURN

The meeting was adjourned by a unanimous vote at 7:10 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JUNE 8, 2015 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, June 8, 2015, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, Parks and Recreation Director Carlson, Finance Director Smith, Chief Stanger, Chief Thill, and Recording Secretary Fox

3. PRESENTATIONS:

Mayor Tourville announced that an open house was scheduled to discuss a potential off-leash dog park on Tuesday, June 23rd at 6:30 pm at Veterans Memorial Community Center.

4. CONSENT AGENDA:

Councilmember Piekarski Krech removed Item 4D from the Consent Agenda.

- A. Minutes – May 26, 2015 Regular City Council Meeting
- B. **Resolution No. 15-92** Approving Disbursements for Period Ending June 2, 2015
- C. Approve Transfer to City of Inver Grove Heights Economic Development Authority (EDA)
- E. **Resolution No. 15-93** Approving 2015-2016 Non-Union Compensation Plan
- F. Approve City Administrator's 2015 Salary Adjustment
- G. Approve Temporary Liquor License – Church of St. Patrick
- H. Approve Temporary Extension of Licensed Premises for King of Diamonds
- I. Approve Custom Grading, Drainage, and Utility Easement Agreements for 7102 Bester Avenue
- J. **Resolution No. 15-94** Receiving and Accepting Proposal for Professional Services from Kimley-Horn and Associates, Inc. for City Project No. 2014-11, Argenta Trail and Trunk Highway 55
- K. Accept Proposals for Professional Services for Valuation of Blackstone Ridge Right-of-Way and Easements for Future Argenta Trail
- L. Approve Release of Escrow and Custom Grading Agreement for Inver Hills Ninth Addition
- M. **Resolution No. 15-95** Approving Two-Year Renewal of Advertising Bench Permits
- N. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

- D. Approve Purchase of Park and Recreation Software

Councilmember Piekarski Krech expressed concerns regarding the difference in price between the two vendors and questioned if the City was going to continue to purchase new software on a regular basis.

Mr. Carlson explained the software was used by staff on a regular basis for program registration, facility and field reservations, and ice time rentals. He added that the software also served as the POS system at the Community Center to process over the counter transactions. He stated this particular software was separate and performed a different function than the Green City GIS software that was approved at the last meeting. He explained the software currently utilized by staff was purchased in 2007 and resided on a server that would no longer be supported at the end of the year by Microsoft. The Technology Manager recommended purchasing replacement software that was cloud-based to avoid the need to purchase and maintain a server in-house.

Councilmember Piekarski Krech questioned if the City would need to purchase software for other

departments as well.

Mr. Lynch stated the City was attempting to reduce the number of servers that needed to be maintained in-house. He explained as software was scheduled for replacement the Technology Manager would seek out new software that was cloud-based.

Councilmember Piekarski Krech questioned if the cloud-based software was secure enough to manage financial transactions.

Mr. Carlson stated the proposed software was PCI compliant and met the security requirements for financial transactions.

Mayor Tourville suggested providing the Council with a list of planned software purchases for the rest of the year and for 2016.

Councilmember Bartholomew questioned if the annual maintenance included free upgrades.

Mr. Carlson replied in the affirmative.

Councilmember Hark questioned if staff felt the recommended software was more robust than the less expensive option.

Mr. Carlson replied in the affirmative.

Motion by Bartholomew, second by Hark, to approve the purchase of Park & Recreation Software

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS: Consider Application of AMC Theatres dba MacGuffin’s Bar & Lounge for an On-Sale Intoxicating/Sunday Liquor License for premises located at 5567 Bishop Ave. and the First Reading of an Ordinance Amending Inver Grove Heights City Code Title 4, Chapter 1, Section 2 related to the Definition of a Restaurant

Frank Lewis, AMC Theatres, provided an overview of the investment AMC made to upgrade and remodel the Inver Grove Heights location. He stated AMC was committed to improving the guest experience at the theatre. The introduction of more food and drink options, including alcoholic beverages, was part of the effort to draw more adults to the movies. He noted the food and beverage program kept the theatre profitable. He reviewed the policies and procedures in place to ensure that the sale and service of alcohol was done in a safe and secure manner.

Councilmember Piekarski Krech questioned if the areas in which alcohol was allowed would be designated as “over 21” seating.

Mr. Lewis responded in the negative. He stated the auditoriums were all mixed age seating.

Councilmember Piekarski Krech questioned how many drinks would be sold per person.

Mr. Lewis stated the policy was that two drinks could be purchased per person, per id, per transaction. He noted that AMC had a business obligation to ensure that guests were not overserved. He added it would be pretty obvious if the same individual was continuously returning to the bar area to purchase more drinks and the staff would respond and act accordingly to that situation.

Councilmember Piekarski Krech questioned why the City Code definition of a restaurant included a requirement that the establishment have non-plastic eating utensils.

Mr. Kuntz explained the City adopted some standards that were more restrictive than the statutory definition of a restaurant to ensure that those establishments seeking to obtain a full on-sale intoxicating liquor license were legitimate restaurants and not simply a bar that only served chips or frozen pizzas.

Mayor Tourville questioned if the background investigation had been completed.

Chief Stanger stated the background investigation was completed and nothing was found that would warrant denial of the license.

Motion by Piekarski Krech, second by Mueller, to close the public hearing

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech suggested waiving the requirement for three readings of the ordinance since the proposed change was non-substantive in nature.

Motion by Piekarski Krech, second by Mueller, to suspend the rules and waive the requirement for three readings of the proposed ordinance amendment

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Hark, to adopt Ordinance No. 1295 amending Inver Grove Heights City Code Title 4, Chapter X, Section X related to the Definition of a Restaurant

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Mueller, to approve an On-Sale Intoxicating/Sunday Liquor License for AMC Theatres dba MacGuffin's Bar & Lounge for premises located at 5567 Bishop Ave.

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS: Consider Waiver Agreement relating to Special Assessments for City Project No. 2015-09E, 47th Street Area Reconstruction, for Bethesda Evangelical Lutheran Church property located at 2855 47th Street

Mr. Lynch stated an agreement was reached with Bethesda Evangelical Lutheran Church for a special assessment in the amount of \$45,000. The assessment term was extended to 15 years at an interest rate of 4.1%. He noted the terms of the agreement also require the property owner to waive all rights to appeal the proposed assessment.

Motion by Piekarski Krech, second by Bartholomew, to close the public hearing

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, second by Piekarski Krech, to adopt Resolution No. 15-97 approving a Waiver Agreement with Bethesda Evangelical Lutheran Church of So. St. Paul relating to Special Assessments for City Project No. 2015-09E, 47th Street Area Reconstruction

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Mueller, to approve Resolution No. 15-98 adopting Final Assessment against Dakota County Tax Parcel Nos. 20-44400-03-060; 20-44400-03-050; 20-44400-03-040; 20-44400-03-030; 20-44400-02-040; and 20-44400-02-030 for City Project No. 2015-09E, 47th Street Area Reconstruction

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

FINANCE:

A. CITY OF INVER GROVE HEIGHTS: Consider Resolution Calling for a Public Hearing on the Intent to Issue General Obligation Street Reconstruction Plan Bonds and the Proposal to Adopt a Street Reconstruction Plan Thereafter

Ms. Smith explained Council was asked to call for a public hearing on July 13th to consider the adoption of a street reconstruction plan and the intent to issue general obligation street reconstruction plan bonds. She noted the street reconstruction plan would be available for review no later than June 21st. She added issuance of street reconstruction bonds would require a unanimous vote of the Council.

Motion by Bartholomew, second by Piekarski Krech, to adopt Resolution No. 15-96 Calling for a Public Hearing on the Intent to Issue General Obligation Street Reconstruction Plan Bonds and the Proposal to Adopt a Street Reconstruction Plan Thereafter

Ayes: 5

Nays: 0 Motion carried.

COMMUNITY DEVELOPMENT:

B. MATTHEW GENS: Consider the Third Reading of an Ordinance Amendment to Title 10 of the City Code (Zoning Ordinance) to amend the definition of Single Family Dwelling and to add the use of Supervised Student Housing as an Interim Use in Single Family Residential Zoning Districts

Mr. Link stated the applicant was New Aspiration International House, a non-profit organization that established a program that offers students from Mongolia the opportunity to further their education at Inver Hills Community College in preparation for attendance at a four-year university. The program allows students to live with a family in a single family home. Under current zoning code regulations the proposed use would not be allowed. The City Council previously directed staff to make three changes to the ordinance. The first change was to add single family PUD zoning to the approved zoning districts. The second change was to add a requirement that the single family home be inspected on an annual basis by the Chief Building Official. The third change was a slight modification to the formula for square footage requirements for the students. He stated the last issue to be considered was whether or not additional staff would be allowed to live in the home. After further discussion with the applicant, the proposed ordinance was drafted to provide for additional staff to live in the home with the condition that each additional staff member living in the home would reduce the maximum number of students allowed to live in the home. Planning staff recommended approval of the ordinance as proposed.

Matthew Gens, 16856 Whitewood Avenue, Prior Lake, advocated for the ability to have additional staff living in the home to provide additional supervision and assistance to the students during evening hours. He noted the additional staff person would also assist with the organization and management of extracurricular activities for the students outside of the home.

Mayor Tourville suggested including a requirement that staff members would live in an area separate from the students.

Councilmember Piekarski Krech opined that the proposed use was evolving into something that resembled a dormitory or group home that would be better suited for a multi-family property.

Councilmember Mueller expressed concerns about the bathroom arrangements and providing separate facilities for male and female students. He opined the proposed use was not a good fit for a single family home.

Hillary Hintner, 9127 Alger Court, questioned why the applicant would not pursue licensure as a group home.

Jessica Gens, 16856 Whitewood Avenue, Prior Lake, stated the organization looked into that option and their program did not currently meet the qualifications to be recognized as a group home by the State.

Councilmember Bartholomew opined that the proposed use was a difficult fit for a single family residential neighborhood. He expressed concerns regarding the impact on the dynamic of a single family neighborhood. He suggested that the use may be a better fit on a larger property or in a more rural area.

Mayor Tourville stated the size of the home would ultimately dictate whether or not the use would work in a residential area. He added the organization would still need to obtain an interim use permit once a property was selected.

Councilmember Bartholomew questioned the recourse would be if there were issues at the home and the City determined that the use was not a good fit for the neighborhood.

Mr. Link stated the interim use permit could be revoked if there were ongoing issues or problems at the residence.

Councilmember Hark stated he would support the ordinance amendment and noted the interim use permit process would allow the City to review the property that was selected and determine if the size was appropriate for the program.

Motion by Hark, second by Piekarski Krech, to adopt Ordinance No. 1294 amending Title 10 of the City Code (Zoning Ordinance) to amend the definition of Single Family Dwelling and to add the use of Supervised Student Housing as an Interim Use in Single Family Residential Zoning Districts and to include the proposed language related to guidelines pertaining to additional staff living in the home and a requirement that staff would have to occupy the dwelling in a bedroom separate from the students

Ayes: 4

Nays: 1 (Mueller) Motion carried.

ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS: Consider Draft Tobacco Licensing and Inspection Ordinance and Resolution Amending Fee Schedule

Mr. Lynch stated the City was informed that Dakota County no longer wanted to be responsible for tobacco licensing beginning January 1, 2016. Following discussion with the Council at a work session a draft ordinance was prepared for Council consideration.

Heather Botten, Associate Planner, explained the City Code did not currently contain provisions related to the licensing, inspection, or regulation of businesses where tobacco or tobacco-related products are sold. She reiterated Dakota County was currently responsible for the licensing and inspection of such establishments. Staff prepared a draft tobacco licensing ordinance containing provisions related to licensing, training, fees, compliance checks, and sampling. She noted the proposed ordinance prohibited the sampling of tobacco, tobacco-related devices, and electronic delivery devices within the indoor area of any establishment. She explained notice of the meeting was sent to the 39 establishments currently licensed in the City.

Councilmember Piekarski Krech questioned if Rosemount was still going to have Dakota County handle the licensing for the establishments in their City.

Mr. Lynch stated the City of Rosemount had not had any discussions regarding the topic at the Council level.

Hillary Hintner, 9127 Alger Court, stated she worked professionally in the field of chemical health and wellness and was concerned with preventing nicotine addiction. She opined that the sampling of e-cigarettes influences addiction in terms of accessibility and normalizing behavior. She expressed concerns that e-cigarettes were easy for youth to acquire. She stated that e-cigarettes were not regulated and should not be marketed as a cessation product. She encouraged the Council to support the proposed ordinance prohibiting sampling.

Jacob Figueroa, 712 Granite Drive, Eagan, stated he was a patron of a vape shop in the City and he had successfully used e-cigarettes to quit smoking regular cigarettes. He noted he had the option to have no

nicotine in his e-cigarettes.

Jason Downing, 56 Wentworth Court, Minneapolis, spoke on behalf of Minnesota Vapers Advocacy. He explained the organization worked to promote the benefits of electronic cigarette use and prevent inappropriate policies from being adopted. He noted that he had also used e-cigarettes to quit smoking. He referenced the Minnesota Adult Tobacco Survey and stated that 90% of e-cigarette users were either former or current smokers. He explained his organization did not have a position on the licensing aspects of the proposed ordinance, nor did they have a position on the regulation of combustible tobacco products. He opined sampling was a basic concept for consumers and many of the devices required an educational component when purchased. He added that there had been no studies proving that the use of e-cigarettes would lead to addiction.

Councilmember Mueller questioned how a ban on sampling would affect the businesses selling tobacco and tobacco-related products.

Mr. Downing stated a ban on sampling negatively impacted businesses because customers were unable to try the products prior to purchasing and the business could not provide the services consumers wanted. He suggested that the Council consider an exemption from the sampling prohibition for vaping products.

Mayor Tourville questioned if sampling of other vaping products would still be allowed if the ordinance solely prohibited the sampling of tobacco.

Councilmember Mueller questioned if e-cigarettes were the same as a vaping product.

Mr. Downing stated e-cigarettes and hookah were very different because hookah was still fundamentally a tobacco product. He explained vaping products would just be the liquid used in e-cigarettes.

Cap O'Rourke, Independent Vapor Retailers Association of Minnesota, stated the organization was comprised of both retailers and manufacturers of e-cigarettes and vaping products. He asked that the City support an ordinance that would allow for sampling of e-cigarettes and vaping products. He noted that sampling was a key component of the retailer's business and a prohibition would negatively impact the viability of such businesses.

Councilmember Bartholomew questioned if the organization had an official position on sampling as it relates to the issue of lounges.

Mr. O'Rourke stated the organization's position was that sampling should be allowed at retail businesses. He explained the organization had previously worked with communities to develop ordinance language that would prevent lounges from operating. He suggested reviewing the ordinance that was drafted and adopted by Hennepin County.

Mike Harris, 2921 50th St. E., stated he was an e-liquid vendor. He explained he used e-cigarettes to quit smoking traditional cigarettes. He noted that customers went to the retail vape shops specifically to sample products. He opined that sampling should be allowed at such retail establishments.

Sarah Hammad, 1563 116th Avenue, stated she owned an e-liquid company and the presence of nicotine within vaping liquid was 100% optional.

Councilmember Piekarski Krech stated her preference would be that the County continue to handle the licensing aspect because it was statutorily within their purview. She expressed concern that taking over licensing would require additional staff.

Mayor Tourville suggested staff have further discussion with the County regarding licensing.

Councilmember Hark questioned if the Police Department would have the resources available to enforce the licensing provisions. He noted one benefit of taking over the licensing provisions would be to guarantee that enforcement and compliance checks were getting done.

The City Council directed the City Administrator to invite Dakota County to a meeting to further discuss licensing of retail establishments.

Councilmember Mueller questioned how many vape shops were currently located in the City.

Ms. Botten stated there were two (2) vape shops, two (2) tobacco shops, and one (1) hookah lounge.

Councilmember Mueller stated he received an email from the existing shop owners who had invested in their businesses and signed multi-year leases.

Councilmember Hark suggested that existing businesses could be grandfathered in as non-conforming uses.

Mayor Tourville stated he had an issue with the sampling of tobacco products.

Councilmember Piekarski Krech questioned if any of the existing businesses in the City allowed the sampling of tobacco products.

Ms. Botten stated she was not aware of that occurring at either of the existing tobacco shops.

Councilmember Piekarski Krech opined that she had an issue with regulating adult activities.

Councilmember Hark noted that alcohol was not as inherently addictive as nicotine.

Mayor Tourville stated his preference would be to start with prohibiting the indoor sampling of tobacco.

Councilmember Bartholomew stated he was opposed to sampling because the activity could not be delineated from that of a lounge. He added it was impossible to define at what point sampling became a Lounge for patrons.

Mayor Tourville stated tobacco sampling was different than vaping and much easier to define.

Councilmember Bartholomew reiterated sampling was hard to define and regulate. He expressed concerns regarding the abuse of sampling. He stated he would not be opposed to limiting the sampling to those establishments that already existed in the City and not allowing any new establishments to have sampling.

Councilmember Hark opined that the City should ban sampling with the exception of the existing establishments. He stated he did not see the benefit of distinguishing between the sampling of tobacco and the sampling of vaping products.

Mayor Tourville stated the sampling of tobacco was easier to define.

Councilmember Hark stated he was not interested in closing an existing business, but still wanted to address the issue of sampling going forward.

Councilmember Mueller suggested option #3 outlined in the memo.

Ms. Botten explained if Council favored option #3 on page 2 of the memo from the City Attorney's office, the sampling of e-cigarettes would be allowed but the sampling of tobacco products, including hookah, would be prohibited.

Councilmember Hark stated he was not in favor of sampling, but he did not want to punish the existing businesses that were established before the regulations existed.

Councilmember Piekarski Krech stated a new ordinance would be required to simply address sampling.

Ms. Botten stated a new section would be added under the business regulations section of the code.

Councilmember Hark suggested that the sampling of tobacco be prohibited and that the sampling of e-cigarettes and vaping products be prohibited with the exception of activity at the existing retail vaping establishments.

Ms. Botten stated staff would return with a new ordinance with the direction provided by Council.

8. MAYOR & COUNCIL COMMENTS:**A. WATRUD PROPERTIES:** Consider Amendment to Improvement Agreement

Mr. Kuntz stated the proposed second building on the property required a site plan. The site plan approval process required review by the Planning Commission. He explained the Planning Commission was scheduled to consider the matter on June 16, 2015. He noted the City Council could not grant site plan approval until after the Planning Commission had completed its review.

Steve Watrud, 9070 90th Ct., opined this was a unique situation. He expressed frustration that he had to go through the site plan approval process when he was not deviating from the guidelines set forth in the improvement agreement.

Councilmember Mueller apologized for the delays and stated it was unfortunate that the item was not ready to be heard at the first Planning Commission meeting in June.

Councilmember Bartholomew stated the City needed to be more flexible in terms of working with local businesses and promoting development in the area.

Mayor Tourville stated the City was acting in accordance with the opinion of the City Attorney that the site plan approval process was required.

Mr. Link stated the building permit would be able to be issued immediately, assuming Council approved the site plan at the meeting on June 22nd.

Vance Grannis, Jr., 9249 Barnes Avenue, stated he represented Watrud Properties and was also sincerely interested in the City's overall well-being. He opined it was regrettable that the City's ordinances had been written in such a way that there was no flexibility or opportunity for staff to use common sense. He urged the City to change its ordinances to eliminate unnecessary red tape and expense for developers. He explained the development perceived the City as being very difficult and expensive to work with.

The City Council recessed at 10:00 p.m.

9. EXECUTIVE SESSION:

The Council entered Executive Session at 10:05 p.m. to discuss property acquisitions.

A. Consider Acquisition of Property located at 6140 Doffing Avenue**B. Consider Acquisition of Property located at 6455 Doffing Avenue****C. Consider Acquisition of Properties located at 6863 Dickman Trail, 6840 Dixie Avenue, and 6900 Dixie Avenue****D. Consider Property Acquisition of 9250 Courthouse Boulevard**

The Council exited Executive Session and reconvened in Regular Session at 11:12 pm.

The City Council directed Mr. Link to communicate with the owner of River View Auto that the City would accept the offer made related to the purchase of the property, with a contingency that the City could pay for any remediation required and could successfully obtain a letter from the MPCA indicating that "no action" was required for the parcel.

10. ADJOURN: Motion by Hark, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 11:15 pm

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 22, 2015
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of June 3, 2015 to June 16, 2015.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending June 16, 2015. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$643,572.27
Debt Service & Capital Projects	90,254.13
Enterprise & Internal Service	131,371.51
Escrows	28,161.31

Grand Total for All Funds	\$893,359.22

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

Attached to this summary for your action is a resolution approving the disbursements for the period June 3, 2015 to June 16, 2015 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING June 16, 2015**

WHEREAS, a list of disbursements for the period ending June 16, 2015 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	\$643,572.27
Debt Service & Capital Projects	90,254.13
Enterprise & Internal Service	131,371.51
Escrows	28,161.31
Grand Total for All Funds	<u><u>\$893,359.22</u></u>

Adopted by the City Council of Inver Grove Heights this 22nd day of June, 2015.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Clerk



Expense Approval Report

By Fund

Payment Dates 6/3/2015 - 6/16/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	524287/5	06/03/2015	501126	101.44.6000.451.60040	39.98
ACE PAINT & HARDWARE	524302/5	06/03/2015	501126	101.44.6000.451.60040	40.96
ACE PAINT & HARDWARE	524396/5	06/10/2015	501126	101.44.6000.451.60040	9.47
ACE PAINT & HARDWARE	524147/5	06/03/2015	501126	101.44.6000.451.60040	16.98
AFSCME COUNCIL 5	INV0042264	06/12/2015	UNION DUES (AFSCME FAIR SI	101.203.2031000	66.08
AFSCME COUNCIL 5	INV0042265	06/12/2015	UNION DUES (AFSCME FULL S	101.203.2031000	733.76
AFSCME COUNCIL 5	INV0042266	06/12/2015	UNION DUES (AFSCME FULL S	101.203.2031000	86.00
AGASSIZ SEED & SUPPLY	INV082560	06/03/2015	CITY55077	101.44.6000.451.60016	3,160.00
ALEXANDRIA TECHNICAL & COMMU	12894	06/03/2015	6/15-6/16	101.42.4000.421.50080	275.00
ALL GOALS, INC.	11097	06/03/2015	5630355	101.44.6000.451.60065	143.00
ALL GOALS, INC.	11230	06/03/2015	5/1/15	101.44.6000.451.60065	278.00
BARR ENGINEERING COMPANY	23190328.15-2	06/10/2015	2015 REVIEW/STUDIES	101.43.5100.442.30300	740.85
BEACON ATHLETICS	044670-IN	06/10/2015	B55077	101.44.6000.451.60016	304.92
BELLEISLE, MONICA	5/29/15	06/10/2015	REIMBURSE-MILEAGE	101.42.4200.423.50065	62.19
BETTS, BETH	1064	06/10/2015	5/23/15	101.44.6000.451.30700	845.91
BLOOMINGTON ELECTRIC CO.	5/23/15 94917	06/10/2015	94917	101.42.4000.421.70300	267.81
BLOOMINGTON SECURITY SOLUTIO	S72581	06/03/2015	5/5/15	101.44.6000.451.40040	190.00
CA DEPT OF CHILD SUPPORT SERVI	INV0042267	06/12/2015	MIGUEL GUADALAJARA FEIN/T	101.203.2032100	279.69
CENTURY LINK	5/19/15 651 455 9072 782	06/10/2015	651 455 9072 782	101.42.4200.423.50020	42.59
CITY OF MINNEAPOLIS RECEIVABLE	400413006016	06/10/2015	612005356	101.42.4000.421.30700	1,746.00
DAJ ENTERPRISES LLC	2020	06/10/2015	5/5/15	101.44.6000.451.60030	8,648.82
DAKOTA AWARDS INC	1504583	06/10/2015	IN23037	101.41.1100.413.60065	83.30
DAKOTA COMMUNICATIONS CENTE	IG2015-06 B	06/10/2015	JUNE 2015	101.42.4000.421.70502	44,208.00
DAKOTA COMMUNICATIONS CENTE	IG2015-06 B	06/10/2015	JUNE 2015	101.42.4200.423.70502	4,912.00
DAKOTA CTY FINANCIAL SVCS	00015861	06/03/2015	P0001753	101.42.4000.421.70501	1,376.47
DAKOTA CTY FINANCIAL SVCS	00015861	06/03/2015	P0001753	101.42.4200.423.30700	1,376.47
DAKOTA CTY FINANCIAL SVCS	00015861	06/03/2015	P0001753	101.43.5200.443.30700	46.66
DAKOTA ELECTRIC ASSN	6/9/15 A	06/15/2015	00287	101.43.5400.445.40020	43.25
DAKOTA ELECTRIC ASSN	6/9/15 A	06/15/2015	00287	101.43.5400.445.40020	1,201.07
DAKOTA ELECTRIC ASSN	6/9/15 A	06/15/2015	00287	101.44.6000.451.40020	529.27
DAKOTA ELECTRIC ASSN	6/9/15 A	06/15/2015	00287	101.44.6000.451.40020	3,336.86
DAKOTA ELECTRIC ASSN	6/9/15 A	06/15/2015	00287	101.44.6000.451.40020	10.15
DAKOTA ELECTRIC ASSN	6/9/15 A	06/15/2015	00287	101.44.6000.451.40020	696.49
DANNER SALES	9/4/15	06/03/2015	946-0946	101.44.6000.451.60040	10.75
EARL F ANDERSEN INC	0107768-IN	06/03/2015	0004094	101.43.5200.443.60016	987.00
EFTPS	INV0041473	05/29/2015	FEDERAL WITHHOLDING	101.203.2030200	41,269.30
EFTPS	INV0041475	05/29/2015	MEDICARE WITHHOLDING	101.203.2030500	11,277.16
EFTPS	INV0041476	05/29/2015	SOCIAL SECURITY WITHHOLDI	101.203.2030400	34,385.08
EFTPS	INV0041484	05/29/2015	FEDERAL WITHHOLDING	101.203.2030200	1,066.05
EFTPS	INV0041486	05/29/2015	MEDICARE WITHHOLDING	101.203.2030500	196.78
EFTPS	INV0041487	05/29/2015	SOCIAL SECURITY WITHHOLDI	101.203.2030400	841.44
EFTPS	INV0042287	06/12/2015	FEDERAL WITHHOLDING	101.203.2030200	44,575.45
EFTPS	INV0042289	06/12/2015	MEDICARE WITHHOLDING	101.203.2030500	11,874.78
EFTPS	INV0042290	06/12/2015	SOCIAL SECURITY WITHHOLDI	101.203.2030400	35,773.60
EFTPS	INV0041708	06/05/2015	FEDERAL WITHHOLDING	101.203.2030200	268.59
EFTPS	INV0041710	06/05/2015	MEDICARE WITHHOLDING	101.203.2030500	131.48
EFTPS	INV0041713	06/05/2015	FEDERAL WITHHOLDING	101.203.2030200	731.76
EFTPS	INV0041715	06/05/2015	MEDICARE WITHHOLDING	101.203.2030500	387.50
EFTPS	INV0041716	06/05/2015	SOCIAL SECURITY WITHHOLDI	101.203.2030400	1,656.84
EXECUTIVE CONTRACTORS, INC.	42615A	06/10/2015	4/26/15	101.43.5200.443.60016	5,425.00
EYEMED	JUNE 2015	06/10/2015	JUNE 2015 PREMIUM	101.203.2032700	219.44
FOX, KIM	5/19/15	06/03/2015	REIMBURSE-MILEAGE	101.45.3000.419.50080	23.57
GENERAL REPAIR SERVICE	56736	06/03/2015	00012595	101.44.6000.451.40040	1,175.42
GENESIS EMPLOYEE BENEFITS ACH	INV0041458	05/29/2015	HSA ELECTION-FAMILY	101.203.2032500	2,605.42
GENESIS EMPLOYEE BENEFITS ACH	INV0041459	05/29/2015	HSA ELECTION-SINGLE	101.203.2032500	2,922.51
GENESIS EMPLOYEE BENEFITS ACH	INV0042269	06/12/2015	HSA ELECTION-FAMILY	101.203.2032500	2,605.42
GENESIS EMPLOYEE BENEFITS ACH	INV0042270	06/12/2015	HSA ELECTION-SINGLE	101.203.2032500	2,922.51
GLOCK PROFESSIONAL, INC.	SI-0047864	06/03/2015	1038645	101.42.4000.421.60018	963.00
GRAINGER	9741658232	06/03/2015	806460150	101.44.6000.451.60016	5.00
GRAINGER	9741658232	06/03/2015	806460150	101.44.6000.451.60040	23.40
GRAINGER	9741658232	06/03/2015	806460150	101.44.6000.451.60045	20.02
GRAINGER	9741658232	06/03/2015	806460150	101.44.6000.451.60065	104.20
GRAINGER	9741908991	06/03/2015	806460150	101.44.6000.451.60040	15.03

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GRAINGER	9741908991	06/03/2015	806460150	101.44.6000.451.60065	37.00
HEALTHEAST MEDICAL TRANSPORT	15-17388	06/03/2015	5/8/15	101.42.4000.421.30700	85.00
HILDI INC	6495	06/10/2015	GASB 45	101.41.2000.415.30700	470.00
ICMA RETIREMENT TRUST - 457	INV0041460	05/29/2015	ICMA-AGE <49 %	101.203.2031400	3,708.07
ICMA RETIREMENT TRUST - 457	INV0041461	05/29/2015	ICMA-AGE <49	101.203.2031400	4,557.30
ICMA RETIREMENT TRUST - 457	INV0041462	05/29/2015	ICMA-AGE 50+ %	101.203.2031400	1,167.73
ICMA RETIREMENT TRUST - 457	INV0041463	05/29/2015	ICMA-AGE 50+	101.203.2031400	4,629.36
ICMA RETIREMENT TRUST - 457	INV0041464	05/29/2015	ICMA (EMPLOYER SHARE ADM	101.203.2031400	73.67
ICMA RETIREMENT TRUST - 457	INV0041471	05/29/2015	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	799.24
ICMA RETIREMENT TRUST - 457	INV0041472	05/29/2015	ROTH IRA (AGE 50 & OVER)	101.203.2032400	100.00
ICMA RETIREMENT TRUST - 457	INV0042271	06/12/2015	ICMA-AGE <49 %	101.203.2031400	4,097.96
ICMA RETIREMENT TRUST - 457	INV0042272	06/12/2015	ICMA-AGE <49	101.203.2031400	4,557.30
ICMA RETIREMENT TRUST - 457	INV0042273	06/12/2015	ICMA-AGE 50+ %	101.203.2031400	1,247.39
ICMA RETIREMENT TRUST - 457	INV0042274	06/12/2015	ICMA-AGE 50+	101.203.2031400	4,554.36
ICMA RETIREMENT TRUST - 457	INV0042275	06/12/2015	ICMA (EMPLOYER SHARE ADM	101.203.2031400	73.67
ICMA RETIREMENT TRUST - 457	INV0042284	06/12/2015	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	799.24
ICMA RETIREMENT TRUST - 457	INV0042285	06/12/2015	ROTH IRA (AGE 50 & OVER)	101.203.2032400	100.00
ING DIRECT	INV0041481	05/29/2015	MSRS-HCSP	101.203.2032200	8,888.22
IUOE	INV0042276	06/12/2015	UNION DUES IUOE	101.203.2031000	1,128.01
KEEPRS, INC	266959 B	06/10/2015	INVERG0001	101.42.4000.421.60045	234.58
KEEPRS, INC	267262 B	06/10/2015	INVERG0008	101.42.4000.421.60045	39.76
KEEPRS, INC	266959-01 B	06/10/2015	INVERG0001	101.42.4000.421.60045	57.91
KEEPRS, INC	273836-90	06/03/2015	INVERGRPDA	101.42.4000.421.60045	149.99
KEEPRS, INC	266959-80 B	06/10/2015	INVERG0001	101.42.4000.421.60045	(31.30)
KIMBALL MIDWEST	4224449	06/10/2015	222006	101.44.6000.451.60045	209.80
LELS	INV0042277	06/12/2015	UNION DUES (LELS)	101.203.2031000	1,404.00
LELS SERGEANTS	INV0042286	06/12/2015	UNION DUES (LELS SGT)	101.203.2031000	235.00
LIFESHINE COACHING AND CONSUL	5/11/15	06/03/2015	PROFESSIONAL COACHING AN	101.42.4200.423.30700	1,300.00
LOCAL GOVERNMENT INFORMATION	40079	06/03/2015	106325	101.42.4000.421.40044	52.50
LOCAL GOVERNMENT INFORMATION	40132	06/03/2015	106325	101.42.4000.421.70501	1,735.00
LYNCH, JOE	4/27/15	06/10/2015	REIMBURSE-PEN SEMINAR	101.41.1100.413.50080	425.00
MADSEN, BENNETT	5/20/15	06/10/2015	REIMBURSE-LUNCH	101.42.4000.421.50075	39.08
MENARDS - WEST ST. PAUL	83736	06/10/2015	30170270	101.44.6000.451.60065	3.08
METROPOLITAN COUNCIL ENVIRON	MAY 2015	06/10/2015	MAY 2015	101.41.0000.3414000	(49.70)
MINNESOTA DEPARTMENT OF HUM	INV0042268	06/12/2015	JUSTIN PARRANTO FEIN/TAXP	101.203.2032100	300.41
MIRACLE RECREATION EQUIPMENT	762190	06/03/2015	5507A05	101.44.6000.451.40047	1,103.78
MN DEPT OF LABOR & INDUSTRY	MAY 2015	06/09/2015	SURCHARGE MAY 2015	101.207.2070100	1,118.21
MN DEPT OF LABOR & INDUSTRY	MAY 2015	06/09/2015	SURCHARGE MAY 2015	101.41.0000.3414000	(25.00)
MN DEPT OF REVENUE	INV0041474	05/29/2015	STATE WITHHOLDING	101.203.2030300	16,833.45
MN DEPT OF REVENUE	INV0041485	05/29/2015	STATE WITHHOLDING	101.203.2030300	387.50
MN DEPT OF REVENUE	INV0042288	06/12/2015	STATE WITHHOLDING	101.203.2030300	18,054.00
MN DEPT OF REVENUE	INV0041709	06/05/2015	STATE WITHHOLDING	101.203.2030300	128.74
MN DEPT OF REVENUE	INV0041714	06/05/2015	STATE WITHHOLDING	101.203.2030300	347.15
MN GLOVE & SAFETY, INC.	288030	06/03/2015	CTINVP	101.44.6000.451.60045	39.80
MN GLOVE & SAFETY, INC.	288118	06/03/2015	CTINVP	101.44.6000.451.60011	26.85
MN GLOVE & SAFETY, INC.	288226	06/10/2015	CTINVP	101.43.5100.442.60045	52.89
MN GLOVE & SAFETY, INC.	288279	06/10/2015	CTINVP	101.43.5100.442.60045	19.99
MN NCPERS LIFE INSURANCE	JUNE 2015	06/10/2015	JUNE 2015 PREMIUM	101.203.2031600	320.00
MTI DISTRIBUTING CO	1013517-00	06/10/2015	91180	101.44.6000.451.40047	179.55
NATIONAL HERO STORE INC.	117904	06/03/2015	4/23/15	101.42.4000.421.60045	226.00
NATURE CALLS, INC.	21350	06/03/2015	APRIL 2015	101.44.6000.451.40065	1,345.10
NEWMAN SIGNS INC	TI-0285833	06/10/2015	INV001	101.43.5200.443.60016	138.37
NORTHWEST LASERS, INC.	SI00064063	06/10/2015	143033	101.43.5100.442.60045	438.93
OTTO LANDSCAPING, INC.	5/8/15	06/03/2015	5/8/15	101.44.6000.451.40047	889.50
PERA	INV0041465	05/29/2015	PERA COORDINATED PLAN	101.203.2030600	32,129.50
PERA	INV0041466	05/29/2015	EMPLOYER SHARE (EXTRA PE	101.203.2030600	2,471.51
PERA	INV0041467	05/29/2015	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0041468	05/29/2015	EMPLOYER SHARE (PERA DEF	101.203.2030600	69.23
PERA	INV0041469	05/29/2015	PERA POLICE & FIRE PLAN	101.203.2030600	12,395.20
PERA	INV0041470	05/29/2015	EMPLOYER SHARE (POLICE &	101.203.2030600	18,592.88
PERA	INV0041482	05/29/2015	PERA COORDINATED PLAN	101.203.2030600	163.62
PERA	INV0041483	05/29/2015	EMPLOYER SHARE (EXTRA PE	101.203.2030600	12.59
PERA	INV0042278	06/12/2015	PERA COORDINATED PLAN	101.203.2030600	32,498.82
PERA	INV0042279	06/12/2015	EMPLOYER SHARE (EXTRA PE	101.203.2030600	2,499.88
PERA	INV0042280	06/12/2015	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0042281	06/12/2015	EMPLOYER SHARE (PERA DEF	101.203.2030600	69.23
PERA	INV0042282	06/12/2015	PERA POLICE & FIRE PLAN	101.203.2030600	13,477.78
PERA	INV0042283	06/12/2015	EMPLOYER SHARE (POLICE &	101.203.2030600	20,216.61
PERA	INV0041706	06/05/2015	PERA POLICE & FIRE PLAN	101.203.2030600	609.13
PERA	INV0041707	06/05/2015	EMPLOYER SHARE (POLICE &	101.203.2030600	913.70
PERA	INV0041711	06/05/2015	PERA COORDINATED PLAN	101.203.2030600	1,730.16

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PERA	INV0041712	06/05/2015	EMPLOYER SHARE (EXTRA PE	101.203.2030600	133.07
PETTY CASH - POLICE	6/10/15	06/10/2015	PETTY CASH REQUEST	101.42.4000.421.50035	98.00
PETTY CASH - POLICE	6/10/15	06/10/2015	PETTY CASH REQUEST	101.42.4000.421.50075	20.00
PINE BEND PAVING, INC.	15-198	06/03/2015	5/5/15	101.43.5200.443.60016	411.60
RCM SPECIALTIES, INC.	4879	06/03/2015	5/14/15	101.43.5200.443.60016	828.82
SAVATREE	3639646	06/03/2015	1179811	101.43.5200.443.40046	345.00
SEXTON COMPANY, THE	58242	06/13/2015	4115	101.44.6000.451.60045	602.34
SHERWIN-WILLIAMS	0554-5	06/03/2015	6682-5453-5	101.44.6000.451.40040	209.91
SHORT ELLIOTT HENDRICKSON, INC	296883	06/10/2015	4340	101.43.5100.442.30300	1,315.47
SIGNWAREHOUSE.COM	40153	06/03/2015	72023	101.43.5200.443.60016	237.18
SOUTH ST PAUL, CITY OF	1/2/15-4/2/15	06/03/2015	UTILITY BILLING 1/2/15-4/2/15	101.207.2070900	33.00
SPECIALIZED ENVIRONMENTAL TEC	17219	06/03/2015	4/30/15	101.44.6000.451.60016	320.00
SPRINT	842483314-162	05/27/2015	Invoice	101.41.1000.413.50020	69.98
SPRINT	842483314-162	05/27/2015	Invoice	101.41.1100.413.50020	69.98
SPRINT	842483314-162	05/27/2015	Invoice	101.41.2000.415.50020	34.99
SPRINT	842483314-162	05/27/2015	Invoice	101.42.4000.421.50020	34.99
SPRINT	842483314-162	05/27/2015	Invoice	101.42.4200.423.50020	34.99
SPRINT	842483314-162	05/27/2015	Invoice	101.43.5000.441.50020	34.99
SPRINT	842483314-162	05/27/2015	Invoice	101.44.6000.451.50020	34.99
SPRINT	842483314-162	05/27/2015	Invoice	101.45.3000.419.50020	34.99
T MOBILE	5/8/15 494910368	06/10/2015	49410368	101.43.5100.442.50020	149.97
TARGETSOLUTIONS LEARNING	INV00000007244	06/10/2015	TSINVER01	101.42.4200.423.60018	6,380.75
TESSMAN COMPANY, THE	S213980-IN	06/03/2015	0114300	101.44.6000.451.60035	411.51
TRACTOR SUPPLY CREDIT PLAN	4/20/15 6035 3012 0018 36	06/03/2015	6035 3012 0018 3679	101.43.5200.443.60016	13.86
TRACTOR SUPPLY CREDIT PLAN	4/20/15 6035 3012 0018 36	06/03/2015	6035 3012 0018 3679	101.43.5200.443.60045	75.95
TRACTOR SUPPLY CREDIT PLAN	5/21/15 6035 3012 0018 35	06/10/2015	6035 3012 0018 3679	101.42.4200.423.60065	284.50
TRACTOR SUPPLY CREDIT PLAN	5/21/15 6035 3012 0018 35	06/10/2015	6035 3012 0018 3679	101.43.5200.443.60016	9.99
TRACTOR SUPPLY CREDIT PLAN	5/21/15 6035 3012 0018 35	06/10/2015	6035 3012 0018 3679	101.44.6000.451.60040	99.98
TRACTOR SUPPLY CREDIT PLAN	5/21/15 6035 3012 0018 35	06/10/2015	6035 3012 0018 3679	101.44.6000.451.60065	13.16
TWIN CITIES OCCUPATIONAL HEALT	320I2387 B	06/10/2015	320I2387	101.41.1100.413.30500	1,760.00
TYLER TECHNOLOGIES, INC	025-123417	06/10/2015	41443	101.41.2000.415.40044	416.60
TYLER TECHNOLOGIES, INC	025-124678	06/10/2015	41443	101.41.2000.415.40044	438.00
UNIFIRST CORPORATION	090 0253045	06/03/2015	1051948	101.43.5200.443.60045	30.89
UNIFIRST CORPORATION	090 0253045	06/03/2015	1051948	101.44.6000.451.60045	21.71
UNIFORMS UNLIMITED	244509	06/03/2015	I14866	101.42.4000.421.60045	450.49
UNIFORMS UNLIMITED	244511	06/03/2015	I14866	101.42.4000.421.60045	444.69
UNIFORMS UNLIMITED	247635	06/03/2015	I14866	101.42.4000.421.60045	11.25
UNIFORMS UNLIMITED	247829	06/03/2015	I14866	101.42.4000.421.60045	150.00
UNIFORMS UNLIMITED	248019	06/03/2015	I14866	101.42.4000.421.60045	30.00
UNIFORMS UNLIMITED	248343	06/03/2015	I14866	101.42.4000.421.60045	184.50
UNIFORMS UNLIMITED	248534	06/03/2015	D05150	101.42.4000.421.60045	53.02
UNIFORMS UNLIMITED	246725	06/03/2015	I14866	101.42.4000.421.60045	450.00
UNIFORMS UNLIMITED	246820	06/03/2015	I14866	101.42.4000.421.60045	215.04
UNIFORMS UNLIMITED	246924	06/03/2015	I14866	101.42.4000.421.60045	974.83
UNIVERSAL ATHLETIC SERVICE, INC	2015-0776	06/03/2015	5/5/15	101.44.6000.451.60016	22.32
UPS	000027914A195	06/03/2015	27914A	101.43.5200.443.60016	8.74
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	101.42.4000.421.50020	1,219.49
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	101.42.4200.423.50020	681.41
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	101.43.5000.441.50020	52.47
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	101.43.5100.442.50020	306.84
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	101.43.5200.443.50020	268.61
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	101.44.6000.451.50020	765.38
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	101.45.3000.419.50020	51.14
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	101.45.3300.419.50020	262.44
WAL-MART BUSINESS	5/22/15 6032 2025 3025 71	06/10/2015	6032 2025 3025 7113	101.42.4000.421.60065	72.73
XCEL ENERGY	458814098	06/10/2015	Invoice	101.43.5200.443.40020	541.23
XCEL ENERGY	458814098	06/10/2015	Invoice	101.43.5400.445.40020	9,627.21
XCEL ENERGY	459013410	06/10/2015	Invoice	101.42.4200.423.40010	313.54
XCEL ENERGY	459013410	06/10/2015	Invoice	101.42.4200.423.40020	1,056.59
XCEL ENERGY	459014486	06/10/2015	Invoice	101.43.5400.445.40020	601.23
XCEL ENERGY	459706482	06/10/2015	Invoice	101.44.6000.451.40010	156.55
XCEL ENERGY	459706482	06/10/2015	Invoice	101.44.6000.451.40020	1,391.71
XCEL ENERGY	459711830	06/10/2015	Invoice	101.42.4000.421.40042	41.98

Fund: 101 - GENERAL FUND

542,469.83

RIVER HEIGHTS CHAMBER OF COM⁵⁵⁴⁴

06/10/2015 MAY 2015

201.44.1600.465.30700

1,750.00

RIVER HEIGHTS CHAMBER OF COM⁵⁵⁴⁴

06/10/2015 MAY 2015

201.44.1600.465.40065

200.00

Fund: 201 - C.V.B. FUND

1,950.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BUDGET SIGN AND GRAPHICS	60247	06/10/2015	5/22/15	204.44.6100.452.60009	22.50
MAYER ARTS INC	2778	06/03/2015	WISH UPON A BALLET	204.44.6100.452.30700	940.00
MN SPORTS FEDERATION	5/18/15	06/03/2015	TEAM MEMBERSHIP	204.44.6100.452.50070	510.00
MRPA	8559	06/03/2015	5/14/15	204.44.6100.452.50080	45.00
OFFICE DEPOT	5/17/15 6011 5685 1008 88	06/10/2015	6011 5685 1008 8883	204.44.6100.452.60040	3.01
SAM'S CLUB	5/23/15 7715 0907 6938 30	06/10/2015	7115 0907 6938 3084	204.44.6100.452.60009	10.88
STAATS	69902	06/10/2015	5/7/15	204.44.6100.452.60009	384.02
TAHO SPORTSWEAR	15TF0889	06/03/2015	5/13/15	204.44.6100.452.60045	514.00
TAHO SPORTSWEAR	15TF0887	06/10/2015	5/14/15	204.44.6100.452.60045	126.36
TAHO SPORTSWEAR	15TF0888	06/03/2015	5/14/15	204.44.6100.452.60045	166.40
TAHO SPORTSWEAR	15TF0892	06/03/2015	5/14/15	204.44.6100.452.60045	135.20
TAHO SPORTSWEAR	15TF0893	06/10/2015	5/20/15	204.44.6100.452.60045	280.60
TAHO SPORTSWEAR	15TF0754	06/03/2015	5/8/15	204.44.6100.452.60045	249.60
TAHO SPORTSWEAR	15TF0755	06/03/2015	5/8/15	204.44.6100.452.60045	140.00
TAHO SPORTSWEAR	15TF0756	06/03/2015	5/8/15	204.44.6100.452.60045	374.40
UNIVERSAL ATHLETIC SERVICE, INC	1501-003494	06/03/2015	154421	204.44.6100.452.60009	370.90
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	204.44.6100.452.50020	76.45
WARD, STEPHANIE	5/22/15	06/10/2015	REFUND-LOW ENROLLEMTN L	204.44.0000.3470000	200.00

Fund: 204 - RECREATION FUND

4,549.32

2ND WIND EXERCISE, INC.	021048558	06/10/2015	5/21/15	205.44.6200.453.40042	106.82
ACE PAINT & HARDWARE	524255/5	05/28/2015	501126	205.44.6200.453.60016	3.87
ACE PAINT & HARDWARE	524255/5	05/28/2015	501126	205.44.6200.453.60065	14.97
ACE PAINT & HARDWARE	524258/5	06/03/2015	501126	205.44.6200.453.60012	11.98
ACE PAINT & HARDWARE	524283/5	05/28/2015	501126	205.44.6200.453.60016	5.98
ACE PAINT & HARDWARE	524346/5	06/10/2015	501126	205.44.6200.453.60016	4.99
ACE PAINT & HARDWARE	524357/5	06/10/2015	501126	205.44.6200.453.60016	3.96
BUDGET SIGN AND GRAPHICS	60193	06/10/2015	5/5/15	205.44.6200.453.50030	96.00
BY THE YARD INC.	49655	06/10/2015	5/26/15	205.44.6200.453.60040	717.00
BY THE YARD INC.	47992 2ND HALF	06/10/2015	2ND HALF	205.44.6200.453.60040	1,723.05
COCA COLA BOTTLING COMPANY	0189508301	06/10/2015	3291555	205.44.6200.453.76100	219.60
COMCAST	5/12/15 8772 10 591 01271	06/03/2015	8772 10 591 0127188	205.44.6200.453.50070	181.19
COMMON SENSE BUILDING SERVICE	35990	06/10/2015	MAY 2015	205.44.6200.453.40040	6,767.85
DOROTHY ANN BAKERY & CAFE	6187	06/10/2015	6/18/15	205.44.6200.453.50025	257.63
GARTNER REFRIGERATION & MFG, I	47762	06/03/2015	VETE01	205.44.6200.453.40040	7,557.00
GARTNER REFRIGERATION & MFG, I	47775	06/03/2015	VETE01	205.44.6200.453.40040	871.10
GOODIN COMPANY	01375385-00	06/03/2015	1001619	205.44.6200.453.60016	154.13
GOODIN COMPANY	01374873-00	06/10/2015	1001619	205.44.6200.453.60016	325.69
GRAINGER	9744707457	06/03/2015	806460150	205.44.6200.453.60016	23.98
GRAINGER	9744707457	06/03/2015	806460150	205.44.6200.453.60016	23.98
GRAINGER	9748881027	06/10/2015	806460150	205.44.6200.453.60065	276.25
HANSEN PLUMBING	5/20/15	06/10/2015	JOB DESCRIPTION-FIXING PLL	205.44.6200.453.40040	4,200.00
HENRICKSEN PSG	564106	06/03/2015	84110637	205.44.6200.453.80200	37,123.09
HILLYARD INC	601616469	06/03/2015	274069	205.44.6200.453.60011	17.93
HILLYARD INC	601616469	06/03/2015	274069	205.44.6200.453.60011	17.92
HUEBSCH SERVICES	3453967	06/03/2015	92965	205.44.6200.453.40040	56.47
HUEBSCH SERVICES	3453967	06/03/2015	92965	205.44.6200.453.40040	204.79
NAC MECHANICAL & ELECTRICAL SE	114363	06/03/2015	8712-1	205.44.6200.453.40040	350.00
NAC MECHANICAL & ELECTRICAL SE	114661	06/10/2015	8712-1	205.44.6200.453.40040	708.50
OFFICE DEPOT	5/17/15 6011 5685 1008 88	06/10/2015	6011 5685 1008 8883	205.44.6200.453.60040	149.67
OFFICE DEPOT	5/17/15 6011 5685 1008 88	06/10/2015	6011 5685 1008 8883	205.44.6200.453.60040	46.02
PIONEER PRESS	0415414398 B	06/10/2015	414398	205.44.6200.453.50025	650.00
R & R SPECIALTIES OF WI, INC.	0057319-IN	06/10/2015	0163861	205.44.6200.453.40042	873.87
ROACH, RICK	5/12/15	06/10/2015	REIMBURSE-MILEAGE	205.44.6200.453.50065	32.73
SAM'S CLUB	5/23/15 7715 0907 6938 30	06/10/2015	7115 0907 6938 3084	205.44.6200.453.60011	(9.62)
SAM'S CLUB	5/23/15 7715 0907 6938 30	06/10/2015	7115 0907 6938 3084	205.44.6200.453.60011	(9.62)
SAM'S CLUB	5/23/15 7715 0907 6938 30	06/10/2015	7115 0907 6938 3084	205.44.6200.453.60016	7.47
SAM'S CLUB	5/23/15 7715 0907 6938 30	06/10/2015	7115 0907 6938 3084	205.44.6200.453.60016	39.96
SAM'S CLUB	5/23/15 7715 0907 6938 30	06/10/2015	7115 0907 6938 3084	205.44.6200.453.60016	7.47
SAM'S CLUB	5/23/15 7715 0907 6938 30	06/10/2015	7115 0907 6938 3084	205.44.6200.453.60065	(7.67)
SAM'S CLUB	5/23/15 7715 0907 6938 30	06/10/2015	7115 0907 6938 3084	205.44.6200.453.60065	(14.96)
SAM'S CLUB	5/23/15 7715 0907 6938 30	06/10/2015	7115 0907 6938 3084	205.44.6200.453.60065	(0.03)
STERICYCLE INC	4005450044	06/03/2015	2003272	205.44.6200.453.40025	762.36
TARGET BANK	5/18/15 00028954117	06/10/2015	00028954117	205.44.6200.453.60065	150.00
THURY, TOM	PR 05/15	06/03/2015	PR ACH RETURN 05/15	205.44.6200.453.10300	25.75
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	205.44.6200.453.50020	23.98
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	205.44.6200.453.50020	24.10
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	205.44.6200.453.50020	48.26
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	205.44.6200.453.50020	85.61
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	205.44.6200.453.50020	85.61
WONICK, JUDY	5/21/15	06/10/2015	REIMBURSE-BULLETIN BOARD	205.44.6200.453.60065	4.16

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XCEL ENERGY	459706482	06/10/2015	Invoice	205.44.6200.453.40010	1,131.55
XCEL ENERGY	459706482	06/10/2015	Invoice	205.44.6200.453.40010	4,779.84
XCEL ENERGY	459706482	06/10/2015	Invoice	205.44.6200.453.40020	14,005.65
XCEL ENERGY	459706482	06/10/2015	Invoice	205.44.6200.453.40020	9,685.24
Fund: 205 - COMMUNITY CENTER					94,603.12
WELLS FARGO CORPORATE TRUST	1190601	06/15/2015	INVE714AGOT	391.57.9000.570.90200	12,250.00
Fund: 391 - GO TAX INCR REF, 2014A (05B)					12,250.00
LAMBERT COMMERCIAL CONSTRUC	1523	06/10/2015	5/22/15	402.44.6000.451.80200	9,085.75
Fund: 402 - PARK ACQ. & DEV. FUND					9,085.75
METROPOLITAN COUNCIL ENVIRON	MAY 2015	06/10/2015	MAY 2015	404.217.2170000	4,970.00
Fund: 404 - SEWER CONNECTION FUND					4,970.00
BLOOMINGTON ELECTRIC CO.	00033080	06/10/2015	5/28/15	428.72.5900.728.80500	198.50
ENTERTAINMENT DESIGN GROUP, L	619	06/03/2015	5/13/15	428.72.5900.728.80500	710.00
FLUID INTERIORS LLC	36296	06/03/2015	88-00	428.72.5900.728.80500	7,801.64
FLUID INTERIORS LLC	38309	06/03/2015	88-00	428.72.5900.728.80500	6,151.48
KENNEDY & GRAVEN	5/18/15	06/10/2015	NV125-00045	428.72.5900.728.30420	116.00
Fund: 428 - 2008 IMPROVEMENT FUND					14,977.62
LILLIE SUBURBAN NEWSPAPERS	4/30/15 001363	06/10/2015	001363	440.74.5900.740.50025	323.40
SHORT ELLIOTT HENDRICKSON, INC	297354	06/10/2015	4340	440.74.5900.740.30300	13,663.18
Fund: 440 - PAVEMENT MANAGEMENT PROJ					13,986.58
E-IGHWMO	2015 CONTRIBUTION	06/10/2015	2015 MEMBER CONTRIBUTION	441.74.5900.741.50070	1,083.11
LILLIE SUBURBAN NEWSPAPERS	4/30/15 001363	06/10/2015	001363	441.74.5900.741.70600	26.95
SOUTH ST PAUL, CITY OF	1/2/15-4/2/15	06/03/2015	UTILITY BILLING 1/2/15-4/2/15	441.207.2070800	58.32
Fund: 441 - STORM WATER MANAGEMENT					1,168.38
BOLTON & MENK, INC.	0177368	06/10/2015	T18.108658	446.74.5900.746.30300	8,486.00
BOLTON & MENK, INC.	0177368	06/10/2015	T18.108658	446.74.5900.746.30300	1,997.00
BOLTON & MENK, INC.	0177368	06/10/2015	T18.108658	446.74.5900.746.30300	17,955.48
BOLTON & MENK, INC.	0177536	06/10/2015	T21.109315	446.74.5900.746.30300	2,752.32
EVERGREEN LAND SERVICES	00-11298	06/10/2015	5/6/15	446.74.5900.746.30700	375.00
METZEN APPRAISALS	1	06/10/2015	5/14/15	446.74.5900.746.30700	2,250.00
Fund: 446 - NW AREA					33,815.80
ACE PAINT & HARDWARE	524326/5	06/10/2015	501126	501.50.7100.512.60016	14.98
ACE PAINT & HARDWARE	524379/5	06/10/2015	501126	501.50.7100.512.60016	36.46
AUTOMATIC SYSTEMS CO.	29269	05/28/2015	INVE01	501.50.7100.512.40042	652.45
BUTKOWSKI, PATRICIA	5/13/15	06/10/2015	5/13/15	501.50.7100.512.50030	300.00
GA INDUSTRIES INC	439012303/5/21/2015	06/10/2015	439012303	501.50.7100.512.40040	166.27
GLENN LAWN CARE	1576	06/10/2015	6/1/15	501.50.7100.512.60016	748.00
GOPHER STATE ONE-CALL	136264	06/10/2015	MN00435	501.50.7100.512.30700	825.05
GRAINGER	9745967670	06/10/2015	806460150	501.50.7100.512.40040	124.59
HAWKINS, INC.	3726638	06/03/2015	108816	501.50.7100.512.60019	128.81
HOME DEPOT CREDIT SERVICES	5/13/15 1268 B	06/10/2015	1268	501.50.7100.512.60011	126.61
L.T.G. POWER EQUIPMENT	190234	06/10/2015	5656	501.50.7100.512.60016	69.90
MN DEPT OF HEALTH	4/1/15-6/30/15	06/10/2015	1190014	501.207.2070100	12,584.00
MN GLOVE & SAFETY, INC.	288301	06/10/2015	CTINVE	501.50.7100.512.60045	199.34
MN GLOVE & SAFETY, INC.	288329	06/10/2015	CTINVE	501.50.7100.512.60045	116.97
MN PIPE & EQUIPMENT	0334288	06/10/2015	2195	501.50.7100.512.40043	5,258.37
SENSUS METERING SYSTEMS	AZ16001815	06/10/2015	418020	501.50.7100.512.40044	1,570.34
SOUTH ST PAUL, CITY OF	1/2/15-4/2/15	06/03/2015	UTILITY BILLING 1/2/15-4/2/15	501.50.7100.512.40005	214.68
SPRINT	842483314-162	05/27/2015	Invoice	501.50.7100.512.50020	69.98
STANTEC CONSULTING SERVICES II	908629	06/03/2015	92607	501.50.7100.512.30700	6,069.00
TKDA	002015001393	06/10/2015	0015781.000	501.50.7100.512.30700	1,453.83
TRACTOR SUPPLY CREDIT PLAN	5/21/15 6035 3012 0018 35	06/10/2015	6035 3012 0018 3679	501.50.7100.512.60016	24.99
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	501.50.7100.512.50020	292.04
W. W. GOETSCH ASSOCIATES, INC.	94379	06/10/2015	5/8/15	501.50.7100.512.40042	15,549.77
XCEL ENERGY	459008048	06/10/2015	Invoice	501.50.7100.512.40010	764.89
XCEL ENERGY	459008048	06/10/2015	Invoice	501.50.7100.512.40020	16,539.24
Fund: 501 - WATER UTILITY FUND					63,900.56
AUTOMATIC SYSTEMS CO.	29270	06/03/2015	INVE01	502.51.7200.514.40042	1,049.79
AUTOMATIC SYSTEMS CO.	29271	06/03/2015	INVE01	502.51.7200.514.40042	313.03
AUTOMATIC SYSTEMS CO.	29285	06/10/2015	INVE001	502.51.7200.514.40042	251.05
CANNON ELECTRIC MOTOR	35379	06/03/2015	5/12/15	502.51.7200.514.40042	1,400.35
DAKOTA CTY TREASURER	MAY 2015	06/10/2015	MAY 2015	502.207.2070100	40.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTH ST PAUL, CITY OF	1/2/15-4/2/15	06/03/2015	UTILITY BILLING 1/2/15-4/2/15	502.51.7200.514.40015	424.68
XCEL ENERGY	459008048	06/10/2015	Invoice	502.51.7200.514.40010	91.40
XCEL ENERGY	459008048	06/10/2015	Invoice	502.51.7200.514.40020	896.87
Fund: 502 - SEWER UTILITY FUND					4,467.17
ACE PAINT & HARDWARE	524308/5	06/10/2015	501130	503.52.8600.527.60040	13.88
ACE PAINT & HARDWARE	524369/5	06/03/2015	501130	503.52.8300.524.60065	44.81
ARAMARK UNIFORM SERVICES	16259579	06/10/2015	4479911	503.52.8600.527.60045	144.95
ARAMARK UNIFORM SERVICES	9478334	06/10/2015	48128X	503.52.8300.524.40042	79.26
ARAMARK UNIFORM SERVICES	629-8236473	06/03/2015	792502342	503.52.8600.527.60045	104.46
COCA COLA BOTTLING COMPANY	0189551211	06/03/2015	5/21/15	503.52.8300.524.76100	116.64
COCA COLA BOTTLING COMPANY	0148519612	06/10/2015	5/28/15	503.52.8300.524.76100	1,026.38
COLLEGE CITY BEVERAGE	377184	06/03/2015	3592	503.52.8300.524.76150	169.45
COLLEGE CITY BEVERAGE	377257	06/10/2015	5/28/15	503.52.8300.524.76150	343.15
COVERALL OF THE TWIN CITIES INC	7070213810	06/10/2015	707-2469	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	6/9/15 A	06/15/2015	00287	503.52.8600.527.40020	214.46
DENNY'S 5TH AVENUE BAKERY	556609	06/03/2015	IW185	503.52.8300.524.76050	4.08
DENNY'S 5TH AVENUE BAKERY	557503	06/03/2015	IW185	503.52.8300.524.76050	73.35
DENNY'S 5TH AVENUE BAKERY	558149	06/03/2015	IW185	503.52.8300.524.76050	143.94
DENNY'S 5TH AVENUE BAKERY	558566	06/03/2015	IW185	503.52.8300.524.76050	85.69
DENNY'S 5TH AVENUE BAKERY	559176	06/10/2015	IW185	503.52.8300.524.76050	78.83
DENNY'S 5TH AVENUE BAKERY	559800	06/10/2015	IW185	503.52.8300.524.76050	58.19
DEX MEDIA EAST	5/20/15 110360619	06/10/2015	110360619	503.52.8500.526.50025	146.37
EASY PICKER GOLF PRODUCTS INC	0072041-IN	06/10/2015	0061148	503.52.8100.522.40042	744.97
ERANGE INC.	1000001080	06/10/2015	6/2/15	503.52.8100.522.40042	365.00
ERANGE INC.	1000001087	06/10/2015	6/2/15	503.52.8100.522.40042	294.05
GERTENS	350557/1	06/03/2015	100464	503.52.8600.527.60020	274.12
GMS INDUSTRIAL SUPPLIES, INC.	013385	06/03/2015	0001869	503.52.8600.527.60012	192.08
HAAS-JORDAN COMPANY	664179 B	06/10/2015	347051-001	503.52.8200.523.76400	169.55
HANCO CORPORATION	771020	06/03/2015	332801	503.52.8600.527.60014	245.77
HEGGIES PIZZA	1139757	06/10/2015	1708	503.52.8300.524.76050	156.10
LITIN	442154	06/10/2015	INV0200	503.52.8600.527.60012	468.56
M. AMUNDSON LLP	196276	06/03/2015	902858	503.52.8300.524.76050	310.68
MANSFIELD OIL COMPANY	502938	06/10/2015	887115	503.52.8400.525.60021	1,375.05
MINNESOTA MEDICAL TRAINING SEF	5/12/15	06/03/2015	ADULT CPR	503.52.8600.527.60018	317.94
MTI DISTRIBUTING CO	1010882-00	06/03/2015	402307	503.52.8600.527.40042	151.01
MTI DISTRIBUTING CO	1012400-00	06/03/2015	402307	503.52.8600.527.40042	398.76
MTI DISTRIBUTING CO	1009129-00	06/03/2015	402307	503.52.8600.527.60008	262.29
MTI DISTRIBUTING CO	1009129-03	06/03/2015	402307	503.52.8600.527.60008	583.54
NAPA OF INVER GROVE HEIGHTS	421502	06/03/2015	4165	503.52.8600.527.40042	47.90
NAPA OF INVER GROVE HEIGHTS	422625	06/10/2015	4165	503.52.8600.527.40042	33.68
NIKE USA, INC.	971998387	06/10/2015	79282	503.52.8200.523.76200	46.13
NIKE USA, INC.	972176768	06/10/2015	79282	503.52.8200.523.76200	69.04
PIONEER PRESS	0415520544 B	06/10/2015	520544	503.52.8500.526.50025	75.00
R & R PRODUCTS INC	CD1905254	06/10/2015	R1041336	503.52.8600.527.60012	116.04
R & R PRODUCTS INC	CD1905362	06/10/2015	R1041336	503.52.8600.527.60050	121.50
SHAMROCK GROUP	1892777	06/10/2015	07176	503.52.8300.524.76100	52.00
SHAMROCK GROUP	1894005	06/10/2015	07176	503.52.8300.524.76100	92.00
SHAMROCK GROUP	1894769	06/10/2015	07176	503.52.8300.524.76100	52.00
SUMMIT FACILITY & KITCHEN SERVI	99134	06/10/2015	827	503.52.8300.524.40042	603.74
TITLEIST	900752696	06/10/2015	3010079344	503.52.8200.523.76450	3,045.54
TITLEIST	900766466	06/10/2015	5/16/15	503.52.8200.523.76450	942.63
TOUR EDGE GOLF MFG., INC.	IN-01050227	06/10/2015	000717-0001	503.52.8200.523.76250	501.00
US FOODSERVICE	3367102	06/10/2015	03805983	503.52.8300.524.60065	47.83
US FOODSERVICE	3367103	06/10/2015	03805983	503.52.8300.524.76050	667.86
US FOODSERVICE	3384838	06/10/2015	03805983	503.52.8300.524.60065	28.89
US FOODSERVICE	3488206	06/10/2015	0380983	503.52.8300.524.76050	969.87
US FOODSERVICE	3603782	06/10/2015	03805983	503.52.8300.524.76050	559.43
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	503.52.8500.526.50020	269.90
WIRTZ BEVERAGE MN BEER INC	1090407789	06/10/2015	75606	503.52.8300.524.76150	88.00
WIRTZ BEVERAGE MN BEER INC	1090411404	06/10/2015	75606	503.52.8300.524.76150	264.00
XCEL ENERGY	458478729	06/10/2015	Invoice	503.52.8500.526.40010	40.67
XCEL ENERGY	458478729	06/10/2015	Invoice	503.52.8500.526.40020	1,220.53
XCEL ENERGY	458478729	06/10/2015	Invoice	503.52.8600.527.40010	62.79
XCEL ENERGY	458478729	06/10/2015	Invoice	503.52.8600.527.40020	1,037.22
YAMAHA GOLF & UTILITY, INC.	01-136908	06/10/2015	INVERWOOD	503.52.8600.527.40042	173.87
YAMAHA GOLF & UTILITY, INC.	01-136973	06/10/2015	INVERWOOD	503.52.8600.527.40042	138.05
YAMAHA GOLF & UTILITY, INC.	01-137153	06/10/2015	INVERWOOD	503.52.8600.527.40042	289.05
Fund: 503 - INVER WOOD GOLF COURSE					21,938.33

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	524275/5	06/10/2015	501126	603.00.5300.444.60012	10.12
ACE PAINT & HARDWARE	524293/5	06/10/2015	501126	603.00.5300.444.40041	3.99
ACE PAINT & HARDWARE	524340/5	06/10/2015	501126	603.00.5300.444.60011	3.49
COMMON SENSE BUILDING SERVICE	35990	06/10/2015	MAY 2015	603.00.5300.444.40040	273.76
ELECTRIC FIRE & SECURITY	4363	06/10/2015	CIT800	603.00.5300.444.40040	848.50
KIMBALL MIDWEST	4223826	06/10/2015	222006	603.00.5300.444.60012	142.39
L.T.G. POWER EQUIPMENT	189685	06/10/2015	5656	603.00.5300.444.40041	13.52
METRO JANITORIAL SUPPLY INC	11013468	06/03/2015	5/13/15	603.00.5300.444.60011	269.00
METROMATS	13774	06/10/2015	3/19/15	603.00.5300.444.40065	38.50
MN GLOVE & SAFETY, INC.	288200	06/10/2015	CTINVP	603.00.5300.444.60011	182.35
MTI DISTRIBUTING CO	1011876-00	06/10/2015	91180	603.00.5300.444.40041	216.73
O'REILLY AUTO PARTS	1767-145404 B	06/10/2015	1578020	603.00.5300.444.40041	224.18
O'REILLY AUTO PARTS	1767-145417 B	06/10/2015	1578028	603.00.5300.444.40041	170.46
O'REILLY AUTO PARTS	1767-145417	06/10/2015	1578028	603.00.5300.444.40041	170.46
O'REILLY AUTO PARTS	1767-145439 B	06/10/2015	1578028	603.00.5300.444.40041	15.27
O'REILLY AUTO PARTS	1767-145472 B	06/10/2015	1578028	603.00.5300.444.40041	(215.37)
O'REILLY AUTO PARTS	1767-145928	06/03/2015	1578028	603.140.1450050	8.70
O'REILLY AUTO PARTS	1767-146729	06/10/2015	1578028	603.140.1450050	9.44
O'REILLY AUTO PARTS	1767-146842	06/10/2015	1578028	603.00.5300.444.40041	178.67
O'REILLY AUTO PARTS	1767-146843	06/10/2015	1578028	603.140.1450050	11.46
O'REILLY AUTO PARTS	1767-146900	06/10/2015	1578028	603.00.5300.444.60012	17.57
O'REILLY AUTO PARTS	1767-147000	06/10/2015	1578028	603.00.5300.444.40041	194.44
O'REILLY AUTO PARTS	1767-147002	06/10/2015	1578028	603.00.5300.444.60012	62.50
O'REILLY AUTO PARTS	1767-147055	06/10/2015	1578028	603.00.5300.444.40041	(33.93)
O'REILLY AUTO PARTS	1767-147062	06/10/2015	1578028	603.00.5300.444.40041	5.74
O'REILLY AUTO PARTS	1767-147215	06/10/2015	1578028	603.00.5300.444.40041	19.38
O'REILLY AUTO PARTS	1767-147283	06/10/2015	1578028	603.00.5300.444.40041	51.96
O'REILLY AUTO PARTS	1767-148064	06/10/2015	1578028	603.00.5300.444.60012	19.78
O'REILLY AUTO PARTS	1767-144396 B	06/10/2015	1578028	603.00.5300.444.40041	20.98
O'REILLY AUTO PARTS	1767-144533 B	06/10/2015	1578028	603.00.5300.444.40041	6.84
O'REILLY AUTO PARTS	1767-144784	06/10/2015	1578028	603.00.5300.444.60012	7.90
O'REILLY AUTO PARTS	1767-144805	06/10/2015	1578028	603.00.5300.444.40041	215.37
O'REILLY AUTO PARTS	1767-145255 B	06/10/2015	1578028	603.00.5300.444.40041	66.93
O'REILLY AUTO PARTS	1767-144808	06/10/2015	1578028	603.00.5300.444.40041	(20.98)
POMP'S TIRE SERVICE, INC.	980017878	06/10/2015	4502557	603.00.5300.444.60014	242.24
PUMP AND METER SERVICE INC	23521-24917SO	06/10/2015	494500	603.00.5300.444.40041	1,027.12
SWEeper SERVICES	15112	06/10/2015	5/20/15	603.00.5300.444.40041	1,452.42
TITAN MACHINERY	471716-CL	06/10/2015	79295	603.00.5300.444.40041	8,716.49
TOTAL AUTO AND TIRE	33682	06/10/2015	4/23/15	603.00.5300.444.40041	1,584.92
TRACTOR SUPPLY CREDIT PLAN	5/21/15 6035 3012 0018 35	06/10/2015	6035 3012 0018 3679	603.00.5300.444.40040	284.50
TRACTOR SUPPLY CREDIT PLAN	5/21/15 6035 3012 0018 35	06/10/2015	6035 3012 0018 3679	603.00.5300.444.40041	46.43
UNIFIRST CORPORATION	090 0253045	06/03/2015	1051948	603.00.5300.444.40065	112.05
UNIFIRST CORPORATION	090 0253045	06/03/2015	1051948	603.00.5300.444.60045	28.53
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	603.00.5300.444.50020	104.24
WESTERN PETROLEUM COMPANY	97308470-41801	06/10/2015	5/14/15	603.00.5300.444.40040	160.28
XCEL ENERGY	458814098	06/10/2015	Invoice	603.00.5300.444.40010	124.27
XCEL ENERGY	458814098	06/10/2015	Invoice	603.00.5300.444.40020	1,273.46
ZARNOTH BRUSH WORKS	0154873-IN	06/03/2015	INV1669	603.00.5300.444.40041	285.71
Fund: 603 - CENTRAL EQUIPMENT					18,652.76

COORDINATED BUSINESS SYSTEMS	CNIN181112	06/10/2015	4502512	604.00.2200.416.40050	2,396.24
OFFICE DEPOT	5/17/15 6011 5685 1008 88	06/10/2015	6011 5685 1008 8883	604.00.2200.416.60005	312.02
OFFICE DEPOT	5/17/15 6011 5685 1008 88	06/10/2015	6011 5685 1008 8883	604.00.2200.416.60010	63.38
SAM'S CLUB	5/7/15 7715 0907 6899 560	06/10/2015	7715 0907 6899 5607	604.00.2200.416.60010	27.40
Fund: 604 - CENTRAL STORES					2,799.04

COMMON SENSE BUILDING SERVICE	35990	06/10/2015	MAY 2015	605.00.7500.460.40040	3,478.41
HILLYARD INC	601627655	06/10/2015	274069	605.00.7500.460.60016	531.34
HOME DEPOT CREDIT SERVICES	5/13/15 6035 3225 0206 19	06/10/2015	6035 3225 0206 1959	605.00.7500.460.60016	184.88
XCEL ENERGY	458814098	06/10/2015	Invoice	605.00.7500.460.40020	6,870.11
ZEE MEDICAL SERVICE	54110126	06/10/2015	4/14/15	605.00.7500.460.60065	139.55
Fund: 605 - CITY FACILITIES					11,204.29

ADVANCED TECHNOLOGY SYSTEMS	76964	06/10/2015	3/26/15	606.00.1400.413.60010	238.85
CIVICPLUS	154586	06/10/2015	5/31/15	606.00.1400.413.30700	71.32
GS DIRECT, INC.	314483	06/10/2015	CIT165	606.00.1400.413.60010	181.03
IDEAL SYSTEM SOLUTIONS, INC.	46658	06/10/2015	2/20/15	606.00.1400.413.30700	673.00
IDEAL SYSTEM SOLUTIONS, INC.	41764	06/10/2015	5/22/15	606.00.1400.413.30700	2,385.00
INTEGRA TELECOM	12909613	06/10/2015	645862	606.00.1400.413.50020	1,016.79
INTEGRA TELECOM	12987762	06/10/2015	645862	606.00.1400.413.50020	1,025.20
INTEGRA TELECOM	13012763	06/10/2015	887115	606.00.1400.413.50020	1,228.16

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'DONNELL, SCOTT	5/15/15	06/10/2015	REIMBURSE-IPHONE ACCESS	606.00.1400.413.60040	81.37
US INTERNET	110-080034-0020	06/10/2015	6/10/15-7/9/15	606.00.1400.413.30700	220.00
VERIZON WIRELESS	9746208730	06/10/2015	Invoice	606.00.1400.413.50020	51.14
WORKS COMPUTING, INC.	23711	06/10/2015	INER	606.00.1400.413.30700	825.00
WORKS COMPUTING, INC.	23712	06/10/2015	INVER	606.00.1400.413.30700	412.50
Fund: 606 - TECHNOLOGY FUND					8,409.36
BARR ENGINEERING COMPANY	23190328.15-2	06/10/2015	2015 REVIEW/STUDIES	702.229.2286501	4,471.50
EMMONS & OLIVIER RESOURCES	00095-0046-4	06/10/2015	00095-0046	702.229.2298301	1,881.85
EMMONS & OLIVIER RESOURCES	00095-0047-4	06/10/2015	00095-0047	702.229.2283502	8,027.50
EMMONS & OLIVIER RESOURCES	00095-0047-4	06/10/2015	00095-0047	702.229.2287302	837.88
EMMONS & OLIVIER RESOURCES	00095-0047-4	06/10/2015	00095-0047	702.229.2287302	320.25
EMMONS & OLIVIER RESOURCES	00095-0047-4	06/10/2015	00095-0047	702.229.2287302	1,726.75
EMMONS & OLIVIER RESOURCES	00095-0047-4	06/10/2015	00095-0047	702.229.2298301	140.00
EMMONS & OLIVIER RESOURCES	00095-0047-4	06/10/2015	00095-0047	702.229.2309001	2,072.25
EMMONS & OLIVIER RESOURCES	00095-0047-3	06/10/2015	00095-0047	702.229.2282902	4,403.00
EMMONS & OLIVIER RESOURCES	00095-0047-3	06/10/2015	00095-0047	702.229.2286802	2,604.75
EMMONS & OLIVIER RESOURCES	00095-0047-3	06/10/2015	00095-0047	702.229.2287302	708.00
PULTE HOMES	6/2/15	06/10/2015	ESCROW REFUND SUMMIT PIN	702.229.2296401	967.58
Fund: 702 - ESCROW FUND					28,161.31
Grand Total					893,359.22

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 7 for City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction and 2014-06 Blaine Avenue Retaining Wall Replacement Improvements.

Meeting Date: June 22, 2015
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT
 SB

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund, DCSWCD Grant

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 7 for City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction and 2014-06 Blaine Avenue Retaining Wall Replacement Improvements.

SUMMARY

The improvements were ordered as part of the 2014 Pavement Management Program. The contract was awarded in the amount of \$2,769,496.10 to S.M. Hentges and Sons, Inc., on May 27, 2014 for City Project No. 2014-09D College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction and 2014-06 Blaine Avenue Retaining Wall Replacement Improvements.

This Pay Voucher includes a reduction in the retainage from 2.0% to 0.5%. This amount will adequately cover potential corrective work related to turf establishment. I project that the Final Payment in 2015 will be approximately \$140,000 under the total budget set at the time of the contract award when all change orders and engineering services are included.

I recommend approval of Pay Voucher No. 7, in the amount of \$51,120.90 for work on City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction and 2014-06 Blaine Avenue Retaining Wall Replacement Improvements.

TJK/nh

Attachment: Pay Voucher No. 7

PAYMENT DETAIL LIST

Contract: CP 2014-09D and 2014-06
 Owner: City of Inver Grove Heights
 Projects: College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction
 Blaine Avenue Retaining Wall Replacement
 KHA Job No: 160509020

Schedule: A
 Description: Street Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	0.85	0.85	\$ 141,500.00	\$ 120,275.00	\$ 120,275.00
2	2031.501	FIELD OFFICE	EACH	1.00	1.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00
3	2100.601	NIGHT WORK	LUMP SUM	1.00		\$ 4,550.00	\$ 4,550.00	\$ -
4	2101.501	CLEARING	ACRE	0.90	0.90	\$ 2,630.00	\$ 2,367.00	\$ 2,367.00
5	2101.502	CLEARING	TREE	38.00	60.00	\$ 132.00	\$ 5,016.00	\$ 7,920.00
6	2101.506	GRUBBING	ACRE	0.90	0.90	\$ 2,630.00	\$ 2,367.00	\$ 2,367.00
7	2101.507	GRUBBING	TREE	38.00	60.00	\$ 132.00	\$ 5,016.00	\$ 7,920.00
8	2104.501	REMOVE PIPE CULVERTS	LIN FT	1000.00	578.00	\$ 4.00	\$ 4,000.00	\$ 2,312.00
9	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	160.00	277.00	\$ 6.00	\$ 960.00	\$ 1,662.00
10	2104.501	REMOVE CURB AND GUTTER	LIN FT	780.00	1453.00	\$ 4.10	\$ 3,198.00	\$ 5,957.30
11	2104.501	REMOVE RETAINING WALL	LIN FT	25.00	15.00	\$ 8.30	\$ 207.50	\$ 124.50
12	2104.501	REMOVE GUARD RAIL	LIN FT	438.00	438.00	\$ 7.70	\$ 3,372.60	\$ 3,372.60
13	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ FT	16800.00	14920.00	\$ 0.50	\$ 8,400.00	\$ 7,460.00
14	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	60.00	168.00	\$ 8.90	\$ 534.00	\$ 1,495.20
15	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	185.00	176.00	\$ 15.50	\$ 2,867.50	\$ 2,728.00
16	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1050.00	1215.00	\$ 7.80	\$ 8,190.00	\$ 9,477.00
17	2104.507	REMOVE RIPRAP	CU YD	63.00	61.44	\$ 10.00	\$ 630.00	\$ 614.40
18	2104.509	REMOVE BOX CULVERT END	EACH	1.00		\$ 800.00	\$ 800.00	\$ -
19	2104.509	REMOVE CATCH BASIN	EACH	1.00	1.00	\$ 125.00	\$ 125.00	\$ 125.00
20	2104.509	REMOVE CASTING & RINGS (STORM)	EACH	6.00	5.00	\$ 100.00	\$ 600.00	\$ 500.00
21	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	1.00	1.00	\$ 125.00	\$ 125.00	\$ 125.00
22	2104.523	SALVAGE MARKER	EACH	2.00		\$ 26.50	\$ 53.00	\$ -
23	2104.523	SALVAGE SIGN TYPE C	EACH	44.00	39.00	\$ 21.20	\$ 932.80	\$ 826.80
24	2104.523	SALVAGE SIGN TYPE D	EACH	4.00	4.00	\$ 26.50	\$ 106.00	\$ 106.00
25	2104.523	SALVAGE SIGN TYPE SPECIAL	EACH	3.00	3.00	\$ 26.50	\$ 79.50	\$ 79.50
26	2104.602	REMOVE FLARED END SECTION	EACH	1.00	3.00	\$ 225.00	\$ 225.00	\$ 675.00
27	2104.607	SALVAGE RANDOM RIPRAP	CU YD	20.00	40.00	\$ 15.00	\$ 300.00	\$ 600.00
28	2105.501	COMMON EXCAVATION (P)	CU YD	25535.00	25535.00	\$ 10.50	\$ 268,117.50	\$ 268,117.50
29	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	860.00	1263.00	\$ 8.00	\$ 6,880.00	\$ 10,104.00
30	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	10981.00	11443.00	\$ 11.50	\$ 126,281.50	\$ 131,594.50
31	2123.601	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	80.00	47.40	\$ 135.00	\$ 10,800.00	\$ 6,399.00
32	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	0.95	0.13	\$ 10,000.00	\$ 9,500.00	\$ 1,300.00
33	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	3815.00	5958.00	\$ 13.50	\$ 51,502.50	\$ 80,433.00
34	2211.501	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED LIMESTONE)	TON	1915.00	2053.76	\$ 16.50	\$ 31,697.50	\$ 33,887.04
35	2221.501	AGGREGATE SHOULDERING CLASS 1	TON	1150.00	583.32	\$ 23.00	\$ 26,450.00	\$ 13,416.36
36	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	165.00	157.00	\$ 6.30	\$ 1,039.50	\$ 989.10
37	2232.604	MILL BITUMINOUS SURFACE (FULL DEPTH)	SQ YD	1360.00	1183.00	\$ 4.50	\$ 6,120.00	\$ 5,323.50
38	2331.604	BITUMINOUS PAVEMENT RECLAMATION (P)	SQ YD	27950.00	27950.00	\$ 3.25	\$ 90,837.50	\$ 90,837.50
39	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	1300.00	1366.85	\$ 66.00	\$ 85,800.00	\$ 90,212.10

40	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	1840.00	1752.69	\$	48.00	\$	88,320.00	\$	84,129.12
41	2360.501	TYPE SP 19.0 NON WEAR COURSE MIX (2.C)	TON	1300.00	1411.19	\$	63.00	\$	81,900.00	\$	88,904.97
42	2360.501	TYPE SP 19.0 NON WEAR COURSE MIX (3.B)	TON	1840.00	2088.03	\$	48.00	\$	88,320.00	\$	100,225.44
43	2360.501	TYPE SP 19.0 NON WEAR COURSE MIX (3.C)	TON	1840.00	1926.98	\$	43.00	\$	79,120.00	\$	82,860.14
44	2360.604	2.5" BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1050.00	1455.00	\$	18.00	\$	18,900.00	\$	26,190.00
45	2411.604	MODULAR BLOCK RETAINING WALL (WET CAST)	SQ YD	75.00	75.30	\$	430.00	\$	32,250.00	\$	32,379.00
46	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00	123.75	\$	13.25	\$	1,325.00	\$	1,639.69
47	2501.561	18" RC PIPE CULVERT DES 3006 CL III	LIN FT	649.00	198.00	\$	34.00	\$	22,066.00	\$	6,732.00
48	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	6638.00	6571.00	\$	7.80	\$	53,336.40	\$	51,253.80
49	2504.601	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP SUM	1.00	1.26	\$	10,000.00	\$	10,000.00	\$	12,600.00
50	2521.501	4" CONCRETE WALK	SQ FT	18245.00	15925.00	\$	2.75	\$	50,173.75	\$	43,793.75
51	2521.511	3" BITUMINOUS WALK	SQ FT	18000.00	17824.00	\$	1.05	\$	18,900.00	\$	18,715.20
52	2531.501	CONCRETE CURB & GUTTER DESIGN B418	LIN FT	140.00	467.00	\$	19.00	\$	2,660.00	\$	8,873.00
53	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	5690.00	5820.00	\$	9.85	\$	56,046.50	\$	57,327.00
54	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	240.00	384.00	\$	42.00	\$	10,080.00	\$	16,128.00
55	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	705.00	576.00	\$	49.00	\$	34,545.00	\$	28,224.00
56	2531.602	PEDESTRIAN CURB RAMP	EACH	9.00	12.00	\$	625.00	\$	5,625.00	\$	7,500.00
57	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	250.00	83.00	\$	22.00	\$	5,500.00	\$	1,826.00
58	2531.603	SPOT CURB REPLACEMENT	LIN FT	200.00	109.00	\$	35.00	\$	7,000.00	\$	3,815.00
59	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1.00	0.61	\$	12,000.00	\$	12,000.00	\$	7,320.00
60	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1.00	1.00	\$	1,900.00	\$	1,900.00	\$	1,900.00
61	2554.501	TRAFFIC BARRIER DESIGN B8338	LIN FT	525.00	717.00	\$	21.75	\$	11,418.75	\$	15,594.75
62	2554.521	ANCHORAGE ASSEMBLY - PLATE BEAM	EACH	4.00	4.00	\$	775.00	\$	3,100.00	\$	3,100.00
63	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	105.00	103.00	\$	42.00	\$	4,410.00	\$	4,326.00
64	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1.00	1.45	\$	15,000.00	\$	15,000.00	\$	21,750.00
65	2564.531	SIGN PANELS TYPE C	SQ FT	373.00	394.25	\$	33.00	\$	12,309.00	\$	13,010.25
66	2564.531	SIGN PANELS TYPE D	SQ FT	71.00	106.50	\$	30.00	\$	2,130.00	\$	3,195.00
67	2564.537	INSTALL SIGN TYPE SPECIAL	EACH	5.00	5.00	\$	105.00	\$	525.00	\$	525.00
68	2564.602	END OF ROADWAY MARKER X4-11	EACH	4.00	4.00	\$	105.00	\$	420.00	\$	420.00
69	2572.505	PRUNE TREES	HOUR	10.00	1.00	\$	210.00	\$	2,100.00	\$	210.00
70	2573.502	SILT FENCE, TYPE MS	LIN FT	4000.00	3462.00	\$	2.00	\$	8,000.00	\$	6,924.00
71	2573.530	STORM DRAIN INLET PROTECTION	EACH	42.00	36.00	\$	85.00	\$	3,570.00	\$	3,060.00
72	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	900.00	951.00	\$	2.55	\$	2,295.00	\$	2,425.05
73	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	0.75	\$	3,600.00	\$	3,600.00	\$	2,700.00
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	1.00	\$	25,000.00	\$	25,000.00	\$	25,000.00
75	2573.601	DEWATERING (EXCAVATION)	LUMP SUM	1.00	1.00	\$	2,000.00	\$	2,000.00	\$	-
76	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00	0.59	\$	10,000.00	\$	10,000.00	\$	5,900.00
77	2574.525	ORGANIC TOPSOIL BORROW	CU YD	4700.00	3278.09	\$	35.00	\$	164,500.00	\$	114,733.15
78	2575.505	SODDING TYPE LAWN	SQ YD	1250.00	1600.00	\$	4.15	\$	5,187.50	\$	6,640.00
79	2575.523	EROSION CONTROL BLANKETS CATEGORY 2	SQ YD	4750.00	4000.00	\$	1.25	\$	5,937.50	\$	5,000.00
80	2575.545	WEED SPRAYING	ACRE	2.00	2.00	\$	475.00	\$	950.00	\$	-
81	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	20425.00	28600.00	\$	1.15	\$	23,488.75	\$	32,890.00
82	2575.601	RESTORATION OF STAGING AREAS	LUMP SUM	1.00	0.60	\$	3,350.00	\$	3,350.00	\$	2,010.00
83	2575.605	RAPID STABILIZATION METHOD 2 MOD	ACRE	1.00	0.50	\$	1,300.00	\$	1,300.00	\$	650.00
84	2575.605	SEED MIXTURE 25-141	ACRE	2.69	2.69	\$	500.00	\$	1,345.00	\$	1,345.00
85	2575.605	SEED MIXTURE 25-151	ACRE	3.60	5.50	\$	578.00	\$	2,080.80	\$	3,179.00
86	2582.501	PAVT MSSG (RT ARROW) PAINT	EACH	2.00	3.00	\$	42.00	\$	84.00	\$	126.00
87	2582.502	4" SOLID LINE WHITE - PAINT	LIN FT	3200.00	2896.00	\$	0.20	\$	640.00	\$	579.20
88	2582.502	4" BROKEN LINE YELLOW - PAINT - 40' GAP/10' LINE	LIN FT	2500.00	510.00	\$	0.26	\$	650.00	\$	132.60
89	2582.502	4" DOUBLE SOLID LINE YELLOW - PAINT	LIN FT	1500.00	1403.00	\$	0.37	\$	555.00	\$	519.11
90	2582.502	4" SOLID LINE YELLOW - PAINT	LIN FT	1900.00	1802.00	\$	0.20	\$	380.00	\$	360.40
91	2442.601	REMOVE EXISTING BRIDGE	LUMP SUM	1.00	1.00	\$	1,300.00	\$	1,300.00	\$	1,300.00

Schedule A Subtotal: \$ 1,898,316.85 \$ 1,882,143.52

Schedule: B
Description: Storm Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2105.501	COMMON EXCAVATION (P)	CU YD	6051.00	6051.00	\$ 10.00	\$ 60,510.00	\$ 60,510.00
2	2105.604	GEOTEXTILE FABRIC TYPE IV	SQ YD	147.00		\$ 2.25	\$ 330.75	\$ -
3	2501.601	FILL AND BULKHEAD BOX CULTVERT	LUMP SUM	1.00		\$ 5,800.00	\$ 5,800.00	\$ 3,596.00
4	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	3.00	0.62	\$ 724.00	\$ 2,172.00	\$ 4,344.00
5	2501.602	18" RC PIPE APRON AND TRASH GUARD	EACH	30.00	11.00	\$ 789.00	\$ 23,670.00	\$ 8,679.00
6	2501.602	24" RC PIPE APRON AND TRASH GUARD	EACH	5.00	4.00	\$ 1,083.00	\$ 5,415.00	\$ 4,332.00
8	2501.602	42" RC PIPE APRON AND TRASH GUARD	EACH	1.00	1.00	\$ 2,582.00	\$ 2,582.00	\$ 2,582.00
9	2501.602	CLEAN OUT BOX CULTVERT	EACH	1.00		\$ 2,000.00	\$ 2,000.00	\$ -
10	2503.511	12" PVC PIPE SEWER SDR 35	LIN FT	14.00	14.00	\$ 34.25	\$ 479.50	\$ 479.50
11	2503.511	6" PVC PIPE SEWER SDR 35	LIN FT	44.00	41.00	\$ 10.50	\$ 462.00	\$ 430.50
12	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	37.00	36.00	\$ 28.50	\$ 1,054.50	\$ 1,026.00
13	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	1682.00	1780.00	\$ 30.00	\$ 50,460.00	\$ 53,400.00
14	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	512.00	513.00	\$ 32.00	\$ 16,384.00	\$ 16,416.00
15	2503.541	18" RC PIPE SEWER DES 3006 CL IV	LIN FT	50.00	46.00	\$ 32.00	\$ 1,600.00	\$ 1,472.00
16	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	1266.00	1194.00	\$ 36.00	\$ 45,576.00	\$ 42,984.00
17	2503.541	30" RC PIPE SEWER DES 3006 CL III	LIN FT	327.00	325.00	\$ 51.00	\$ 16,677.00	\$ 16,575.00
18	2503.541	36" RC PIPE SEWER DES 3006 CL III	LIN FT	139.00	143.00	\$ 66.50	\$ 9,243.50	\$ 9,509.50
19	2503.541	42" RC PIPE SEWER DES 3006 CL III	LIN FT	108.00	102.50	\$ 90.00	\$ 9,220.00	\$ 9,225.00
20	2503.602	CONNECT TO EXISTING CATCH BASIN	EACH	1.00	1.00	\$ 600.00	\$ 600.00	\$ 600.00
21	2503.602	CONNECT TO EXISTING MANHOLES	EACH	1.00	2.00	\$ 700.00	\$ 700.00	\$ 1,400.00
22	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	7.00	8.00	\$ 250.00	\$ 1,750.00	\$ 2,000.00
23	2503.602	CONSTRUCT BULKHEAD	EACH	1.00	2.00	\$ 150.00	\$ 150.00	\$ 300.00
24	2504.602	12" GATE VALVE AND BOX	EACH	1.00	1.00	\$ 2,825.00	\$ 2,825.00	\$ 2,825.00
25	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	23.00	23.00	\$ 2,268.00	\$ 51,934.00	\$ 51,934.00
26	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	7.00	8.00	\$ 2,853.00	\$ 19,971.00	\$ 22,824.00
27	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	5.00	5.00	\$ 5,087.00	\$ 25,435.00	\$ 25,435.00
28	2506.502	CONST DRAINAGE STRUCTURE DES G	EACH	4.00	4.00	\$ 1,788.00	\$ 7,152.00	\$ 7,152.00
29	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' X 3' CB	EACH	5.00	5.00	\$ 1,367.00	\$ 6,835.00	\$ 6,835.00
30	2506.602	CONSTRUCT DRAINAGE STRUCTURE SUMP BASKET	EACH	2.00	2.00	\$ 425.00	\$ 850.00	\$ 850.00
31	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	EACH	6.00	6.00	\$ 665.00	\$ 3,990.00	\$ 3,990.00
32	2506.602	OUTLET CONTROL STRUCTURE	EACH	2.00	2.00	\$ 3,225.00	\$ 6,450.00	\$ 6,450.00
33	2506.602	POND ELEVATION POST	EACH	1.00	1.00	\$ 225.00	\$ 225.00	\$ 225.00
34	2511.501	RANDOM RIPRAP CLASS III	CU YD	37.00	27.30	\$ 85.00	\$ 3,145.00	\$ 2,320.50
35	2511.501	RANDOM RIPRAP CLASS IV	CU YD	23.00	32.00	\$ 85.00	\$ 1,955.00	\$ 2,720.00
36	2511.607	INSTALL RANDOM RIPRAP	CU YD	20.00	20.00	\$ 35.00	\$ 700.00	\$ -
37	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	10.00	10.00	\$ 5.45	\$ 54.50	\$ 54.50
38	2575.604	EROSION STABILIZATION MAT - SHOREMAX	SQ YD	77.00	116.00	\$ 95.00	\$ 7,315.00	\$ 11,020.00
39	2575.605	SEED MIXTURE 33-261	ACRE	1.14	1.14	\$ 1,060.00	\$ 1,208.40	\$ 1,208.40
40	2501.602	51" SPAN PIPE-ARCH APRON AND TRASH GUARD	EACH	1.00	1.00	\$ 2,311.00	\$ 2,311.00	\$ 2,311.00
41	2503.521	51" SPAN RC PIPE-ARCH SEWER CL IIIA	LIN FT	27.00	18.00	\$ 130.00	\$ 3,510.00	\$ 2,340.00

Schedule B Subtotal: \$ 403,202.15 \$ 390,354.90

Schedule: C
Description: Watermain Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2103.507	DISCONNECT WATER SERVICE	EACH	5.00	1.00	\$ 400.00	\$ 2,000.00	\$ 400.00
2	2104.523	SALVAGE HYDRANT & VALVE	EACH	5.00	4.00	\$ 275.00	\$ 1,375.00	\$ 1,100.00
3	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00		\$ 150.00	\$ 750.00	\$ -
4	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1.00	1.00	\$ 450.00	\$ 450.00	\$ 450.00
5	2504.602	20" BUTTERFLY VALVE WITH MH	EACH	2.00	2.00	\$ 12,920.00	\$ 25,840.00	\$ 25,840.00
6	2504.602	20" WATERMAIN OFFSET	EACH	1.00	1.00	\$ 11,060.00	\$ 11,060.00	\$ 11,060.00
7	2504.602	8" WATERMAIN OFFSET	EACH	1.00	1.00	\$ 4,435.00	\$ 4,435.00	\$ 4,435.00
8	2504.602	ADJUST GATE VALVE	EACH	18.00	23.00	\$ 135.00	\$ 2,430.00	\$ 3,105.00
9	2504.602	INSTALL HYDRANT AND VALVE	EACH	5.00	4.00	\$ 1,050.00	\$ 5,250.00	\$ 4,200.00
10	2504.602	RECONNECT WATER SERVICE	EACH	5.00	5.00	\$ 240.00	\$ 1,200.00	\$ -
11	2504.602	REMOVE AND REPLACE EXISTING RODDING TO EXISTING TEE	EACH	8.00	6.00	\$ 1,100.00	\$ 8,800.00	\$ 6,600.00
12	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	15.00	13.00	\$ 950.00	\$ 14,250.00	\$ 12,350.00
13	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	5.00		\$ 1,100.00	\$ 5,500.00	\$ -
14	2504.604	4" POLYSTYRENE INSULATION	SQ YD	25.00	5.00	\$ 41.00	\$ 1,025.00	\$ 205.00
15	2506.522	ADJUST FRAME & RING CASTING	EACH	2.00	2.00	\$ 265.00	\$ 530.00	\$ 530.00

Schedule C Subtotal: \$ 84,895.00 \$ 70,275.00

Schedule: D
Description: Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	325.00		\$ 1.00	\$ 325.00	\$ -
2	2104.509	REMOVE MANHOLE	EACH	1.00		\$ 150.00	\$ 150.00	\$ -
3	2104.509	REMOVE CASTING & RINGS (SEWER)	EACH	8.00	14.00	\$ 70.00	\$ 560.00	\$ 980.00
4	2451.509	AGGREGATE BACKFILL	CU YD	50.00	108.00	\$ 35.00	\$ 1,750.00	\$ 3,780.00
5	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00	2.00	\$ 125.00	\$ 625.00	\$ 250.00
6	2503.511	4" PVC PIPE SEWER SDR 26	LIN FT	113.00	110.00	\$ 48.00	\$ 5,424.00	\$ 5,280.00
7	2503.511	8" PVC PIPE SEWER SDR 26	LIN FT	303.00	310.00	\$ 50.25	\$ 15,225.75	\$ 15,577.50
8	2503.602	4" PIPE PLUG	EACH	2.00	2.00	\$ 70.00	\$ 140.00	\$ 140.00
9	2503.602	CONNECT SANITARY SEWER SERVICE	EACH	2.00	1.00	\$ 375.00	\$ 750.00	\$ 375.00
10	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
11	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	8.00	12.00	\$ 225.00	\$ 1,800.00	\$ 2,700.00
12	2503.602	LOCATE SANITARY SEWER SERVICE	EACH	2.00		\$ 750.00	\$ 1,500.00	\$ -
13	2506.602	INSTALL NEW RINGS AND CASTING (SEWER)	EACH	8.00	10.00	\$ 854.00	\$ 6,832.00	\$ 8,540.00
14	2506.602	SANITARY SEWER MANHOLE (48")	EACH	2.00	2.00	\$ 3,104.00	\$ 6,208.00	\$ 6,208.00

Schedule D Subtotal: \$ 42,289.75 \$ 44,830.50

Schedule: E
 Description: Filtration Basin

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2101.501	CLEARING	ACRE	0.05	0.05	\$ 2,630.00	\$ 131.50	\$ 131.50
2	2101.502	CLEARING	TREE	11.00	11.00	\$ 132.00	\$ 1,452.00	\$ 1,452.00
3	2101.506	GRUBBING	ACRE	0.05	0.05	\$ 2,630.00	\$ 131.50	\$ 131.50
4	2101.507	GRUBBING	TREE	11.00	11.00	\$ 132.00	\$ 1,452.00	\$ 1,452.00
5	2105.501	COMMON EXCAVATION (P)	CU YD	1699.00	1699.00	\$ 10.00	\$ 16,990.00	\$ 16,990.00
6	2501.561	12" RC PIPE CULVERT DES 3006 CL V	LIN FT	22.00	12.00	\$ 32.00	\$ 704.00	\$ 384.00
7	2501.602	12" RC PIPE APRON AND TRASH GUARD	EACH	2.00	2.00	\$ 638.00	\$ 1,276.00	\$ 1,276.00
8	2502.541	6" PVC PIPE DRAIN	LIN FT	20.00	34.00	\$ 15.00	\$ 300.00	\$ 510.00
9	2502.602	6" PERF PE PIPE DRAIN	LIN FT	160.00	150.00	\$ 13.00	\$ 2,080.00	\$ 1,950.00
10	2503.602	VENTED CLEANOUT ASSEMBLY	EACH	6.00	6.00	\$ 210.00	\$ 1,260.00	\$ 1,260.00
11	2503.602	CONSTRUCT BULKHEAD	EACH	1.00	1.00	\$ 125.00	\$ 125.00	\$ 125.00
12	2504.602	6" KNIFE VALVE AND BOX	EACH	1.00	1.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
13	2506.602	OUTLET CONTROL STRUCTURE	EACH	1.00	1.00	\$ 3,225.00	\$ 3,225.00	\$ 3,225.00
14	2571.505	DECIDUOUS SHRUB NO 5 CONT	SHRUB	46.00	46.00	\$ 65.00	\$ 2,990.00	\$ 2,990.00
15	2574.525	FILTER TOPSOIL BORROW	CU YD	440.00	440.00	\$ 50.00	\$ 22,000.00	\$ 22,000.00
16	2574.525	ORGANIC TOPSOIL BORROW	CU YD	200.00	200.00	\$ 35.00	\$ 7,000.00	\$ 7,000.00
17	2574.607	IRON ENHANCED SAND FILTER BORROW	CU YD	60.00	66.14	\$ 240.00	\$ 14,400.00	\$ 15,873.60
18	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	400.00	400.00	\$ 1.25	\$ 500.00	\$ 500.00
19	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	1000.00	1000.00	\$ 1.15	\$ 1,150.00	\$ 1,150.00
20	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	40.00	40.00	\$ 5.45	\$ 218.00	\$ 218.00
21	2575.604	EROSION STABILIZATION MAT - SHOREMAX	SQ YD	25.00	14.00	\$ 95.00	\$ 2,375.00	\$ 1,330.00
22	2575.605	SEED MIXTURE 25-141	ACRE	0.05	0.05	\$ 950.00	\$ 47.50	\$ 47.50
23	2575.605	SEED MIXTURE 33-261	ACRE	0.25	0.25	\$ 1,060.00	\$ 265.00	\$ 265.00
24	2575.605	SEED MIXTURE 33-262	ACRE	0.05	0.05	\$ 1,220.00	\$ 61.00	\$ 61.00

Schedule E Subtotal:

\$ 81,233.50 \$ 81,422.10

Schedule: F

Description: Project 2014-06 - Blaine Avenue Retaining Wall Replacement

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	0.15	0.15	\$ 141,500.00	\$ 21,225.00	\$ 21,225.00
2	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	0.05		\$ 10,000.00	\$ 500.00	\$ -
3	2101.501	CLEARING	ACRE	0.10	0.20	\$ 2,630.00	\$ 263.00	\$ 526.00
4	2101.502	CLEARING	TREE	21.00	33.00	\$ 132.00	\$ 2,772.00	\$ 4,356.00
5	2101.506	GRUBBING	ACRE	0.10	0.20	\$ 2,630.00	\$ 263.00	\$ 526.00
6	2101.507	GRUBBING	TREE	21.00	33.00	\$ 132.00	\$ 2,772.00	\$ 4,356.00
7	2104.501	REMOVE CURB AND GUTTER	LIN FT	65.00	433.00	\$ 7.00	\$ 455.00	\$ 3,031.00
8	2104.501	REMOVE RETAINING WALL	LIN FT	480.00	458.00	\$ 11.30	\$ 5,424.00	\$ 5,175.40
9	2104.501	REMOVE WOOD FENCE	LIN FT	360.00	563.00	\$ 5.25	\$ 1,890.00	\$ 2,955.75
10	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ YD	1140.00	285.00	\$ 0.50	\$ 570.00	\$ 142.50
11	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	241.00	204.00	\$ 9.00	\$ 2,169.00	\$ 1,836.00
12	2104.509	REMOVE GATE VALVE AND BOX	EACH	1.00		\$ 1,400.00	\$ 1,400.00	\$ -
13	2105.501	COMMON EXCAVATION (P)	CU YD	220.00	365.00	\$ 14.00	\$ 3,080.00	\$ 5,110.00
14	2123.601	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	5.00	5.00	\$ 135.00	\$ 675.00	\$ 675.00
15	2211.501	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED LIMESTONE)	TON	85.00	85.00	\$ 16.50	\$ 1,402.50	\$ 1,402.50
16	2211.607	LANDSCAPE ROCK	CU YD	50.00	62.00	\$ 170.00	\$ 8,500.00	\$ 10,540.00
17	2360.604	FULL-DEPTH BITUMINOUS PATCHING	SQ YD	127.00	37.00	\$ 61.00	\$ 7,747.00	\$ 2,257.00
18	2411.604	MODULAR BLOCK RETAINING WALL (WET CAST)	SQ YD	288.00	253.00	\$ 430.00	\$ 123,840.00	\$ 108,790.00
19	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	347.00	285.00	\$ 7.80	\$ 2,706.60	\$ 2,223.00
20	2504.602	8" PIPE PLUG	EACH	2.00	2.00	\$ 200.00	\$ 400.00	\$ 400.00
21	2521.501	4" CONCRETE WALK	SQ FT	2500.00	2340.00	\$ 3.00	\$ 7,500.00	\$ 7,020.00
22	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	65.00	142.00	\$ 30.00	\$ 1,950.00	\$ 4,260.00
23	2531.602	PEDESTRIAN CURB RAMP	EACH	2.00	1.00	\$ 625.00	\$ 1,250.00	\$ 625.00
24	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1.00	0.95	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00
25	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	372.00	279.00	\$ 42.10	\$ 15,661.20	\$ 11,745.90
26	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1.00	2.68	\$ 2,500.00	\$ 2,500.00	\$ 6,700.00
27	2573.502	SILT FENCE, TYPE MS	LIN FT	370.00		\$ 2.00	\$ 740.00	\$ -
28	2574.525	ORGANIC TOPSOIL BORROW	CU YD	104.00	212.00	\$ 35.00	\$ 3,640.00	\$ 7,420.00
29	2575.505	SODDING TYPE LAWN	SQ YD	937.00	1290.00	\$ 4.15	\$ 3,888.55	\$ 5,353.50
30	2557.603	WOODEN FENCE	LIN FT	600.00	562.00	\$ 40.00	\$ 24,000.00	\$ 22,480.00
31	2557.603	TEMPORARY ORANGE CONSTRUCTION FENCE	LIN FT	150.00	85.00	\$ 2.50	\$ 375.00	\$ 212.50

Schedule F Subtotal:

\$ 259,558.85 \$ 250,844.05

Schedule: G
 Description: Change Order 3

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2105.541	STABILIZING AGGREGATE (LV)	CU YD	500.00	101.00	\$ 27.25	\$ 13,625.00	\$ 2,752.25
2	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	13700.00	14261.00	\$ 1.82	\$ 24,934.00	\$ 25,953.02

Schedule G Subtotal: \$ 38,559.00 \$ 28,707.27

COST SUMMARY

Contract: CP 2014-09D and 2014-06
 Owner: City of Inver Grove Heights
 Projects: College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction
 Blaine Avenue Retaining Wall Replacement

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	Street Improvements	\$ 1,898,316.85	\$ 1,882,143.52
B	Storm Sewer Improvements	\$ 403,202.15	\$ 390,354.90
C	Watermain Improvements	\$ 84,895.00	\$ 70,275.00
D	Sanitary Sewer Improvements	\$ 42,289.75	\$ 44,830.50
E	Filtration Basin	\$ 81,233.50	\$ 81,422.10
F	Project 2014-06 - Blaine Avenue Retaining Wall Replacement	\$ 259,558.85	\$ 250,844.05
Total Base Cost		\$ 2,769,496.10	\$ 2,719,870.07

Change Order No. 2	\$ 12,419.60	\$ 12,419.60
Change Order No. 3	\$ 38,559.00	\$ 28,707.27
Change Order No. 4	\$ 153,494.58	\$ 132,579.35
Change Order No. 6	\$ 10,565.72	\$ 10,565.72
Change Order No. 7	\$ 21,233.09	\$ 21,233.09
Change Order No. 8	\$ 39,332.84	\$ 39,332.84

Total Contract Amount	\$ 3,045,100.93	
Contract Work Completed To Date	\$ 2,964,707.94	
Retainage (0.5%)	\$ 14,823.54	
Previous Payments	\$ 2,898,763.50	
Amount Due This Partial Payment #7	\$ 51,120.90	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 47th Street Area Water and Sewer Improvements and Rehabilitation

Meeting Date: June 22, 2015
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

TJK
SB

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund, DCSWCD Grants, Agreements

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation.

SUMMARY

The improvements were ordered as part of the 2015 Pavement Management Program. The contract was awarded in the amount of \$3,060,086.49 to Palda and Sons, Inc., on May 11, 2015 for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation.

I recommend approval of Pay Voucher No. 1, in the amount of \$357,632.85 for work on City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation.

TJK/nh
Attachments: Pay Voucher No. 1

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

ESTIMATE NO: 1 (One)
DATE: June 22, 2015
PERIOD ENDING: May 31, 2015
CONTRACT: 2015 Pavement Management Program
PROJECT NO: 2015-09E – 47th Street Area Reconstruction and 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation

TO: Palda and Sons, Inc.
1462 Dayton Ave.
St. Paul, MN 55104

Original Contract Amount	\$3,060,086.49
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$3,060,086.49
Total Value of Work to Date.....	\$376,455.63
Less Retained (5%).....	\$18,822.78
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$357,632.85
Total Payments including this Voucher.....	\$357,632.85

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through May 31, 2015.

Signed by: _____ Thomas J. Kaldunski, City Engineer	_____ <u>June 22, 2015</u>
Signed by: _____ Palda and Sons, Inc.	_____ <u>Date</u>
Signed by: _____ George Tourville, Mayor	_____ <u>June 22, 2015</u>

Project: 2015 Pavement Management Program
 Owner: City of Inver Grove Heights
 Contract: SEH No.: INVER 129894

SCHEDULE 1 - 47TH STREET AREA WATER AND SEWER IMPROVEMENTS AND REHABILITATION (2015-14)

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LS	1	0.26	\$ 150,000.00	\$ 150,000.00	\$ 39,000.00
2	2100.601	NIGHT WORK	EACH	3		\$ 1,500.00	\$ 4,500.00	\$ -
3	2104.501	REMOVE WATERMAIN	LF	2008	8	\$ 5.00	\$ 10,040.00	\$ 40.00
4	2104.501	REMOVE WATER SERVICE	EACH	23		\$ 100.00	\$ 2,300.00	\$ -
5	2104.509	REMOVE GATE VALVE & BOX	EACH	25	11	\$ 200.00	\$ 5,000.00	\$ 2,200.00
6	2104.509	REMOVE MANHOLE (SANITARY)	EACH	5		\$ 750.00	\$ 3,750.00	\$ -
7	2104.509	REMOVE CASTING AND RINGS (SANITARY)	EACH	4	1	\$ 50.00	\$ 200.00	\$ 50.00
8	2104.523	SALVAGE HYDRANT AND GATE VALVE	EACH	12	5	\$ 300.00	\$ 3,600.00	\$ 1,500.00
9	2451.607	CRUSHED ROCK PIPE BEDDING (WATERMAIN)	CY	297	22	\$ 50.05	\$ 14,864.85	\$ 1,101.10
10	2451.607	CRUSHED ROCK PIPE BEDDING (SANITARY)	CY	155		\$ 50.05	\$ 7,757.75	\$ -
11	2501.602	EXCAV. SPECIAL (POTHOLE EXISTING UTILITY)	EACH	10		\$ 400.00	\$ 4,000.00	\$ -
12	2503.602	WATER VALVE MANHOLE	EACH	1		\$ 3,393.00	\$ 3,393.00	\$ -
13	2503.602	RECONSTRUCT SANITARY MANHOLE	EACH	2		\$ 1,528.00	\$ 3,056.00	\$ -
14	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	20		\$ 1,385.00	\$ 27,700.00	\$ -
15	2503.602	F&I EXTERNAL MANHOLE CHIMNEY SEAL	EACH	30		\$ 190.00	\$ 5,700.00	\$ -
16	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	3		\$ 405.00	\$ 1,215.00	\$ -
17	2503.602	8" X 4" PVC WYE	EACH	3		\$ 941.00	\$ 2,823.00	\$ -
18	2503.602	4" PVC PIPE SEWER (SANITARY SERVICE) SDR 26	LF	130		\$ 38.60	\$ 5,018.00	\$ -
19	2503.603	8" PVC PIPE SEWER (SANITARY) SDR 35	LF	1505		\$ 54.60	\$ 82,173.00	\$ -
20	2503.603	EXCAVATION POINT REPAIR	EACH	3		\$ 1,892.00	\$ 5,676.00	\$ -
21	2503.603	INFILTRATION LEAK REPAIR	EACH	3		\$ 600.00	\$ 1,800.00	\$ -
22	2503.606	SANITARY MANHOLE UMBRELLAS	EACH	30	11	\$ 150.00	\$ 4,500.00	\$ 1,650.00
23	2504.601	TEMPORARY WATER SYSTEM	LS	1		\$ 19,400.00	\$ 19,400.00	\$ -
24	2504.602	8" GATE VALVE AND BOX (NEW PIPE)	EACH	11		\$ 2,807.00	\$ 30,877.00	\$ -
25	2504.602	CUT IN 6" GATE VALVE AND BOX	EACH	12	8	\$ 3,748.00	\$ 44,976.00	\$ 29,984.00
26	2504.602	CUT IN 12" GATE VALVE AND BOX	EACH	3	1	\$ 6,473.00	\$ 19,419.00	\$ 6,473.00
27	2504.602	INSTALL HYDRANT & GATE VALVE	EACH	12	5	\$ 7,269.00	\$ 87,228.00	\$ 36,345.00
28	2504.602	1" CORPORATION STOP	EACH	25		\$ 178.00	\$ 4,450.00	\$ -
29	2504.602	1" CURB STOP AND BOX	EACH	25		\$ 265.00	\$ 6,625.00	\$ -
30	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	10		\$ 1,345.00	\$ 13,450.00	\$ -
31	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	23		\$ 321.00	\$ 7,383.00	\$ -
32	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	6	14	\$ 793.00	\$ 4,758.00	\$ 11,102.00
33	2504.602	ADJUST GATE VALVE	EACH	2		\$ 400.00	\$ 800.00	\$ -
34	2504.602	ADJUST CURB STOP BOX	EACH	14		\$ 130.00	\$ 1,820.00	\$ -

29	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	3215		\$	51.00	\$	163,965.00	\$	-
30	2360.501	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	3215		\$	46.00	\$	147,890.00	\$	-
31	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2.E), 2.5" -	TON	190		\$	210.00	\$	39,900.00	\$	-
32	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3.B) FOR	TON	261		\$	60.50	\$	15,790.50	\$	-
33	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	445		\$	34.00	\$	15,130.00	\$	-
34	2411.602	LIMESTONE SPLASH BLOCK	EACH	2		\$	300.00	\$	600.00	\$	-
35	2411.607	CONCRETE STEPS	SF	25		\$	60.00	\$	1,500.00	\$	-
36	2501.602	24" RC PIPE APRON AND TRASH GUARD	EACH	1		\$	1,600.00	\$	1,600.00	\$	-
37	2502.521	4" PVC SUMP BASKET PIPE	LF	88		\$	13.64	\$	1,200.32	\$	-
38	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT	LF	115		\$	7.84	\$	901.60	\$	-
39	2502.541	6" PERF PVC PIPE DRAIN WITH CIRCULAR KNIT	LF	12383		\$	4.66	\$	57,704.78	\$	-
40	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT	EACH	2		\$	248.00	\$	496.00	\$	-
41	2503.541	15" RC PIPE SEWER DES 3006 CL V	LF	1075	63	\$	49.00	\$	52,675.00	\$	3,087.00
42	2503.541	18" RC PIPE SEWER DES 3006 CL III	LF	267		\$	53.00	\$	14,151.00	\$	-
43	2503.541	24" RC PIPE SEWER DES 3006 CL III	LF	22		\$	61.00	\$	1,342.00	\$	-
44	2503.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	5	1	\$	360.00	\$	1,800.00	\$	360.00
45	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	11	3	\$	360.00	\$	3,960.00	\$	1,080.00
46	2504.601	IRRIGATION ALLOWANCE	LS	1		\$	10,000.00	\$	10,000.00	\$	-
47	2504.602	6"x4" TEE (DRAIN TILE TO PVC)	EACH	8		\$	80.00	\$	640.00	\$	-
48	2504.602	4" KNIFE VALVE AND BOX	EACH	2		\$	673.00	\$	1,346.00	\$	-
49	2504.602	CONSTRUCT BULKHEAD (STORM)	EACH	3		\$	300.00	\$	900.00	\$	-
50	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' X 3' CB	EACH	17	2	\$	1,807.00	\$	30,719.00	\$	3,614.00
51	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 27-4020	EACH	1		\$	1,413.00	\$	1,413.00	\$	-
52	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	21	1	\$	2,550.00	\$	53,550.00	\$	2,550.00
53	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	EACH	2		\$	3,525.00	\$	7,050.00	\$	-
54	2506.521	INSTALL NEW RINGS AND CASTING (STORM)	EACH	1		\$	704.00	\$	704.00	\$	-
55	2506.522	ADJUST CASTING (STORM)	EACH	11		\$	704.00	\$	7,744.00	\$	-
56	2506.602	CONSTRUCT DRAINAGE STRUCTURE (SUMP)	EACH	9		\$	365.00	\$	3,285.00	\$	-
57	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 1	EACH	2		\$	1,340.00	\$	2,680.00	\$	-
58	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 2	EACH	1		\$	1,476.00	\$	1,476.00	\$	-
59	2506.602	OUTLET CONTROL STRUCTURE	EACH	1		\$	4,174.00	\$	4,174.00	\$	-
60	2506.602	HYDRODYNAMIC SEPARATOR (STORMCEPTOR MODEL 2400)	EACH	1		\$	29,968.00	\$	29,968.00	\$	-
60A	2511.618	BOULDER RETAINING WALL	SF	445		\$	-	\$	-	\$	-
61	2521.501	4" CONCRETE WALK (CARRIAGE)	SF	256		\$	6.00	\$	1,536.00	\$	-
62	2521.501	PEDESTRIAN CURB RAMP	EACH	2		\$	700.00	\$	1,400.00	\$	-
63	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LF	12427		\$	9.62	\$	119,547.74	\$	-
64	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LF	120		\$	18.00	\$	2,160.00	\$	-
65	2531.501	CONCRETE CURB AND GUTTER DESIGN D412	LF	1000		\$	15.19	\$	15,190.00	\$	-
66	2531.501	CONCRETE CURB AND GUTTER (HAND POUR)	LF	200		\$	21.00	\$	4,200.00	\$	-
67	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	1326		\$	47.19	\$	62,573.94	\$	-
68	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SY	105		\$	68.36	\$	7,177.80	\$	-

69	2531.507	DECORATIVE DRIVEWAY ALLOWANCE	LS	1		\$	15,000.00	\$	15,000.00	\$	-		
70	2540.601	MAILBOX MAINTENANCE	LS	1		\$	8,000.00	\$	8,000.00	\$	-		
71	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LS	1	0.01	\$	15,000.00	\$	15,000.00	\$	150.00		
72	2540.603	LANDSCAPE EDGER - PLASTIC	LF	289		\$	9.00	\$	2,601.00	\$	-		
73	2563.601	TRAFFIC CONTROL ALLOWANCE	LS	1		\$	15,000.00	\$	15,000.00	\$	-		
74	2564.531	SIGN PANELS TYPE C	SF	64		\$	40.00	\$	2,560.00	\$	-		
75	2564.537	INSTALL SIGN TYPE SPECIAL	EACH	5		\$	125.00	\$	625.00	\$	-		
76	2571.507	NATIVE PLUGS	PLANT	2000		\$	3.50	\$	7,000.00	\$	-		
77	2572.125	PRUNE TREES	HR	10		\$	200.00	\$	2,000.00	\$	-		
78	2573.502	SILT FENCE, TYPE MS	LF	400		\$	4.00	\$	1,600.00	\$	-		
79	2573.53	STORM DRAIN INLET PROTECTION (WIMCO)	EACH	29	19	\$	150.00	\$	4,350.00	\$	2,850.00		
80	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LF	120		\$	4.00	\$	480.00	\$	-		
81	2573.535	STABILIZED CONSTRUCTION EXIT	LS	1		\$	3,500.00	\$	3,500.00	\$	-		
82	2573.55	EROSION CONSTROL SUPERVISOR	LS	1		\$	2,000.00	\$	2,000.00	\$	-		
83	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LS	1		\$	15,000.00	\$	15,000.00	\$	-		
84	2574.525	FILTER TOPSOIL BORROW (80/20)	CY	187		\$	44.39	\$	8,300.93	\$	-		
85	2574.525	ORGANIC TOPSOIL BORROW (CV)	CY	910		\$	37.11	\$	33,770.10	\$	-		
86	2575.501	SEEDING (MIX 25-151)	ACRE	2.06		\$	1,700.00	\$	3,502.00	\$	-		
87	2575.513	MULCH MATERIAL TYPE 6, SHREDDED HARDWOOD	CY	23		\$	81.00	\$	1,863.00	\$	-		
88	2575.56	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	6180		\$	3.50	\$	21,630.00	\$	-		
89	2575.605	EROSION STABILIZATION MAT - SHOREMAXTM	SY	25		\$	75.00	\$	1,875.00	\$	-		
90	2575.605	EROSION STABILIZATION MAT - ENKAMAT	SY	13		\$	75.00	\$	975.00	\$	-		
TOTAL SCHEDULE 2 - 47TH STREET AREA RECONSTRUCTION (2015-09E)										\$	2,182,992.04	\$	238,713.38
TOTAL BASE BID (SCHEDULE 1 + SCHEDULE 2)										\$	2,968,703.09	\$	376,455.63

ALTERNATE 1 - BIORETENTION BASIN AT 47TH ST. AND BOYD AVE.

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2105.501	COMMON EXCAVATION (EV) (P)	CY	700		\$ 19.05	\$ 13,335.00	\$ -
2	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	240		\$ 7.84	\$ 1,881.60	\$ -
3	2502.602	4" INSTALL PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	3		\$ 248.00	\$ 744.00	\$ -
4	2504.602	4" KNIFE VALVE AND BOX	EACH	1		\$ 673.00	\$ 673.00	\$ -
5	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 2	EACH	2		\$ 1,476.00	\$ 2,952.00	\$ -
6	2540.603	LANDSCAPE EDGER - PLASTIC	LF	300		\$ 9.00	\$ 2,700.00	\$ -
7	2571.507	NATIVE PLUGS	PLANT	1785		\$ 3.50	\$ 6,247.50	\$ -
8	2573.502	SILT FENCE, TYPE MS	LF	330		\$ 4.00	\$ 1,320.00	\$ -
9	2574.525	FILTER TOPSOIL BORROW (80/20)	CY	288		\$ 44.39	\$ 12,784.32	\$ -
10	2574.525	ORGANIC TOPSOIL BORROW (CV)	CY	55		\$ 37.11	\$ 2,041.05	\$ -
11	2575.501	SEEDING (MIX 25-151)	ACRE	0.1		\$ 2,250.00	\$ 225.00	\$ -
12	2575.513	MULCH MATERIAL TYPE 6, SHREDDED HARDWOOD	CY	32		\$ 81.00	\$ 2,592.00	\$ -
13	2575.56	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	200		\$ 4.00	\$ 800.00	\$ -
TOTAL ALTERNATE 1 - BIORETENTION BASIN AT 47TH ST. AND BOYD AVE.							\$ 48,295.47	\$ -

ALTERNATE 2 - CURBSIDE RAIN GARDENS

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2105.501	COMMON EXCAVATION (EV) (P)	CY	220		\$ 21.16	\$ 4,655.20	\$ -
2	2411.618	MODULAR BLOCK RETAINING WALL	SF	290		\$ 45.00	\$ 13,050.00	\$ -
3	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	135		\$ 7.84	\$ 1,058.40	\$ -
4	2502.602	4" INSTALL PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	7		\$ 248.00	\$ 1,736.00	\$ -
5	2504.602	4" KNIFE VALVE AND BOX	EACH	7		\$ 673.00	\$ 4,711.00	\$ -
6	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 2	EACH	7		\$ 1,476.00	\$ 10,332.00	\$ -
7	2540.603	LANDSCAPE EDGER - PLASTIC	LF	286		\$ 9.00	\$ 2,574.00	\$ -
8	2571.507	NATIVE PLUGS	PLANT	180		\$ 3.50	\$ 630.00	\$ -
9	2574.525	FILTER TOPSOIL BORROW (80/20)	CY	63		\$ 44.39	\$ 2,796.57	\$ -
10	2574.525	ORGANIC TOPSOIL BORROW (CV)	CY	16		\$ 37.11	\$ 593.76	\$ -
11	2575.513	MULCH MATERIAL TYPE 6, SHREDDED HARDWOOD	CY	7		\$ 81.00	\$ 567.00	\$ -
12	2575.56	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	96		\$ 4.00	\$ 384.00	\$ -
TOTAL BID PRICE - CURBSIDE RAIN GARDENS							\$ 43,087.93	\$ -

COST SUMMARY

Contract: CP 2015-09E and 2015-14
 Owner: City of Inver Grove Heights
 Projects: 47th Street Area Reconstruction
 47th Street Area Water and Sewer Improvements and Rehabilitation

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
1	47th St. Area Water and Sewer Improvements and Rehabilitation (2015-14)	\$ 785,711.05	\$ 137,742.25
2	47th St. Area Reconstruction (2015-09E)	\$ 2,182,992.04	\$ 238,713.38
Alt. 1	Bioretention Basin at 47th St. and Boyd Ave.	\$ 48,295.47	\$ -
Alt. 2	Curbside Rain Gardens	\$ 43,087.93	\$ -
Total Base Cost		\$ 3,060,086.49	\$ 376,455.63
Change Order		\$ -	\$ -

Total Contract Amount	\$ 3,060,086.49
Contract Work Completed To Date	\$ 376,455.63
Retainage (5.0%)	\$ 18,822.78
Previous Payments	\$ -
Amount Due This Partial Payment #1	\$ 357,632.85

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 and Change Order No. 1 for the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70th Street Lift Station, Argenta District

Meeting Date: June 22, 2015
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

STJ
SB

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Water Fund 512, Sewer Fund 511

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 and Change Order No. 1 for the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70th Street Lift Station, Argenta District.

SUMMARY

The improvements were ordered as part of the 2015 Capital Improvement Program. The contract was awarded in the amount of \$2,083,708.48 to S.M. Hentges & Sons, Inc. on April 27, 2015.

Change Order No. 1, in the amount of \$68,081.42, is for utilizing new technologies in ceramic epoxy-lined ductile iron sanitary sewer pipe which will increase the life of the sewer (\$57,854.92); lowering watermain under Argenta Trail to accommodate the future County alignment (\$17,000.00); and a deduct for decreasing sanitary sewer depths and water main sizing once Blackstone Vista plans were finalized (-\$6,773.50).

Pay Voucher No. 1 is for trunk sanitary sewer and water main installed through the end of May. Payment also includes material costs for sanitary sewer, water main and appurtenances being pre-ordered and stored on site to expedite the project and avoid delays.

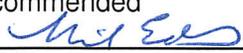
I recommend approval of Pay Voucher No. 1, in the amount of \$612,937.11, and Change Order No. 1, in the amount of \$68,081.42, for work on the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70th Street Lift Station, Argenta District.

SWD/sd

Attachments: Pay Voucher No. 1
 Change Order No. 1

CHANGE ORDER NO. 1

**CITY PROJECT NO. 2015-10 & 2015-11
NWA Trunk Utility Improvements & NWA 70th Street Lift Station**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 Contractor: S.M. Hentges & Sons, Inc.	Date of Issuance: June 8, 2015 Engineer: Justin Ernst, Bolton & Menk, Inc.
<p align="center"><u>Purpose of Change Order</u></p> <p align="center">See attached.</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,083,708.48	Original Contract Time: October 31, 2015
Previous Change Orders No. <u>0</u> to No. <u>1</u>	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order \$2,083,708.48	Contract Time Prior to this Change Order
Net Increase of this Change Order: \$68,081.42	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$2,151,789.90	Contract Time with Approved Change Orders
Recommended By: <u></u> Mike Edwards, Engineering Technician	Approved By: <u></u> S.M. Hentges and Sons, Inc.

Approved By:


 Thomas J. Kaldunski
 City Engineer

Approved By:

 George Tourville, Mayor

Date of Council Action:

 June 22, 2015

City Project 2015-10 & 2015-11
 NWA Trunk Utility Improvements & NWA 70th Street Lift Station

1. To increase the life of the deep sanitary sewer trunk mains the City specified a Protecto 401TM Ceramic Epoxy Lining. This cost is the additional cost of the coating.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
8" DIP with 401 Lining	LF	424	\$ 20.47	\$ 8,679.28
12" DIP with 401 Lining	LF	1628	\$ 25.43	\$ 41,400.04
8" MJ Drop TEE with 401 Lining	EA	4	\$ 397.87	\$ 1,591.48
12" MJ Drop TEE with 401 Lining	EA	2	\$ 402.66	\$ 805.32
			Sub Total	\$52,476.12
			5% overhead	\$2,623.80
			5% Profit	\$2,755.00
				\$57,854.92

2. Once the plans for the Blackstone Vista subdivision were finalized, the sanitary sewer depth and water main size could be reduced. This is the cost decrease.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
8" Sanitary 30' to 40' deep	LF	143	\$ -28.50	-\$ 4,075.50
12" DIP CL 52 Through Pipe	LF	142	\$ -19.00	-\$ 2,698.00
				-6,773.50

3. The watermain under the future Argenta Trail was lowered to accommodate the storm sewer on future Argenta Trail (City Project 2014-11) at the request of the County engineering consultant. This is for the cost of the additional shoring needed.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Lower boring Pit for watermain	LS	1	\$12,000.00	\$12,000.00
Lowering receiving Pit for watermain	LS	1	\$5,000.00	\$5,000.00
				\$17,000.00

Total cost for Change Order # 1 **\$68,081.42**

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

ESTIMATE NO: 1 (One)
DATE: June 22, 2015
PERIOD ENDING: June 1, 2015
PROJECT NO: 2015-10 NWA Trunk Utility Improvements
2015-11 NWA 70th Street Lift Station

TO: S.M Hentges & Sons, Inc.
650 Quaker Avenue
Jordan, MN 55352

Original Contract Amount	\$2,083,708.48
Total Addition (Change Order 1)	\$68,081.42
Total Deduction	\$0.00
Total Contract Amount.....	\$2,151,789.90
Total Value of Work to Date (includes stored materials)	\$645,196.96
Less Retained (5%)	\$32,259.85
Less Previous Payment	\$0.00
Total Approved for Payment this Voucher	\$612,937.11 <i>SB</i>
Total Payments including this Voucher	\$612,937.11

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through October 13, 2014.

Signed by: *Thomas J. Kaldunski* June 22, 2015
Thomas J. Kaldunski, City Engineer
Signed by: *Reuben Mausolf* 6/18/15
S.M. Hentges & Sons, Inc. Date
Signed by: _____ June 22, 2015
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve the Custom Grading Agreement and the Drainage and Storm Water Ponding Easement Agreement for 2306 99th Street

Meeting Date: June 22, 2015
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works Director

SDA

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

PURPOSE/ACTION REQUESTED

Approve the Custom Grading Agreement and the Drainage and Storm Water Ponding Easement Agreement for 2306 99th Street.

SUMMARY

The owners of 2306 99th Street are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The lot was created as part of the Maso Valley View Development in the 1990s. Granting of drainage and utility easements for a ponding area serving as an infiltration basin were a condition of approval of the development. The developer, Floyd Unruh, did not record the easement over the pond. The new owners, Timothy and Tia Salscheider, have provided the required grading and erosion control plans, and negotiated with the City to provide the storm water ponding easement. They will sign the Custom Grading and the Drainage and Storm Water Ponding Easement Agreements (attached) upon Council approval of the negotiated terms for the easement. The City will be waiving the customary engineering escrow for review and inspection of the site grading. The City will also waive the customary surety and provide a payment of \$3,000 to secure the easement. The owner has applied for a building permit and the permit will be issued following the terms outlined in this memo and the attached documents.

The \$3,000 payment for the easement will be provided from the City's stormwater utility.

It is recommended that the City Council approve the Custom Grading Agreement and Drainage and Storm Water Ponding Easement Agreement for 2306 99th Street.

TJK/kf

Attachments: Custom Grading Agreement
 Drainage and Storm Water Ponding Easement Agreement
 Sketch of pond easement

CUSTOM GRADING AGREEMENT
FOR
LOT 4, BLOCK 1, MASO VALLEY VIEW ADDITION
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 22nd day of June, 2015, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property 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.

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 Timothy J. Salscheider and Tia R. Salscheider, husband and wife, and their successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means the _____ Plan dated _____, prepared by _____ identified in and attached to Appendix 1.

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

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Water Management Organization
- d.) State of Minnesota
- e.) Minnesota Department of Natural Resources
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

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

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

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

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

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

- a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;
- b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) breach of the Owner Warranties.

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

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

- A. AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform their 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 their 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 their behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.
- D. FEE TITLE.** The Owner owns fee title to the Property.
- E. WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by them under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly

warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

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

- A. ORGANIZATION.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.
- B. AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

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

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

If to Owner: Timothy J. Salscheider and Tia R. Salscheider
2306 – 99th Street
Inver Grove Heights, MN

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

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

Lot 4, Block 1, Maso Valley View Addition, Dakota County, Minnesota.

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

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

the City hereby approves the Development Plans.

2.2 RECORDING. This Custom Grading Agreement shall be recorded with the County Recorder within thirty (30) days from the date of this Custom Grading Agreement. No certificate of occupancy for the Property 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 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 Property resulting from the grading or building on the land within the Property by the Owner or their 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 PAVING OF DRIVEWAY. The Owner must pave the driveway per City

requirements.

3.8 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 Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Property 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.

3.9 GRADING/DRAINAGE PLAN AND EASEMENTS. The Owner shall construct drainage facilities adequate to serve the Property 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. 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.

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties.

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 emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, 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.

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 or 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 suspend or deny building and occupancy permits for buildings within the Property;
- c.) 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 **MISCELLANEOUS**

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

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

10.3 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.

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

10.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the Property 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 Property.

10.6 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 Property.

10.7 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.

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

10.9 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.

10.10 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.

10.11 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.

10.12 ACCESS. The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Property 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
Its: Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER

Timothy J. Salscheider

Tia R. Salscheider

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of June, 2015, before me a Notary Public within and for said County, personally appeared Timothy J. Salscheider and Tia R. Salscheider, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Notary Public

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

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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Lot Certificate	June ____, 2015	Probe Engineering Company

The above-listed plan was approved by the City Engineer on June ____, 2015.

APPENDIX 2
IMPROVEMENTS

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

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

PERMANENT DRAINAGE AND STORM WATER PONDING EASEMENT
FOR LOT 4, BLOCK 1, MASO VALLEY VIEW ADDITION
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE AND STORM WATER PONDING EASEMENT (Easement) is made, granted and conveyed this 22nd day of June, 2015, between Timothy J. Salscheider and Tia R. Salscheider, husband and wife (hereinafter individually and collectively referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

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

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

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

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

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with drainage or stormwater ponding; and
- c.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not change the design or function of the stormwater pond within the Permanent Easement Area without the prior written consent of the Landowner.

The City shall not change the drainage area served by the stormwater pond within the Permanent Easement Area without the prior written consent of the Landowner.

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER

Timothy J. Salscheider

Tia R. Salscheider

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of June, 2015, before me a Notary Public within and for said County, personally appeared Timothy J. Salscheider and Tia R. Salscheider, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 4, Block 1, Maso Valley View Addition, according to the recorded plat thereof, Dakota County, Minnesota.

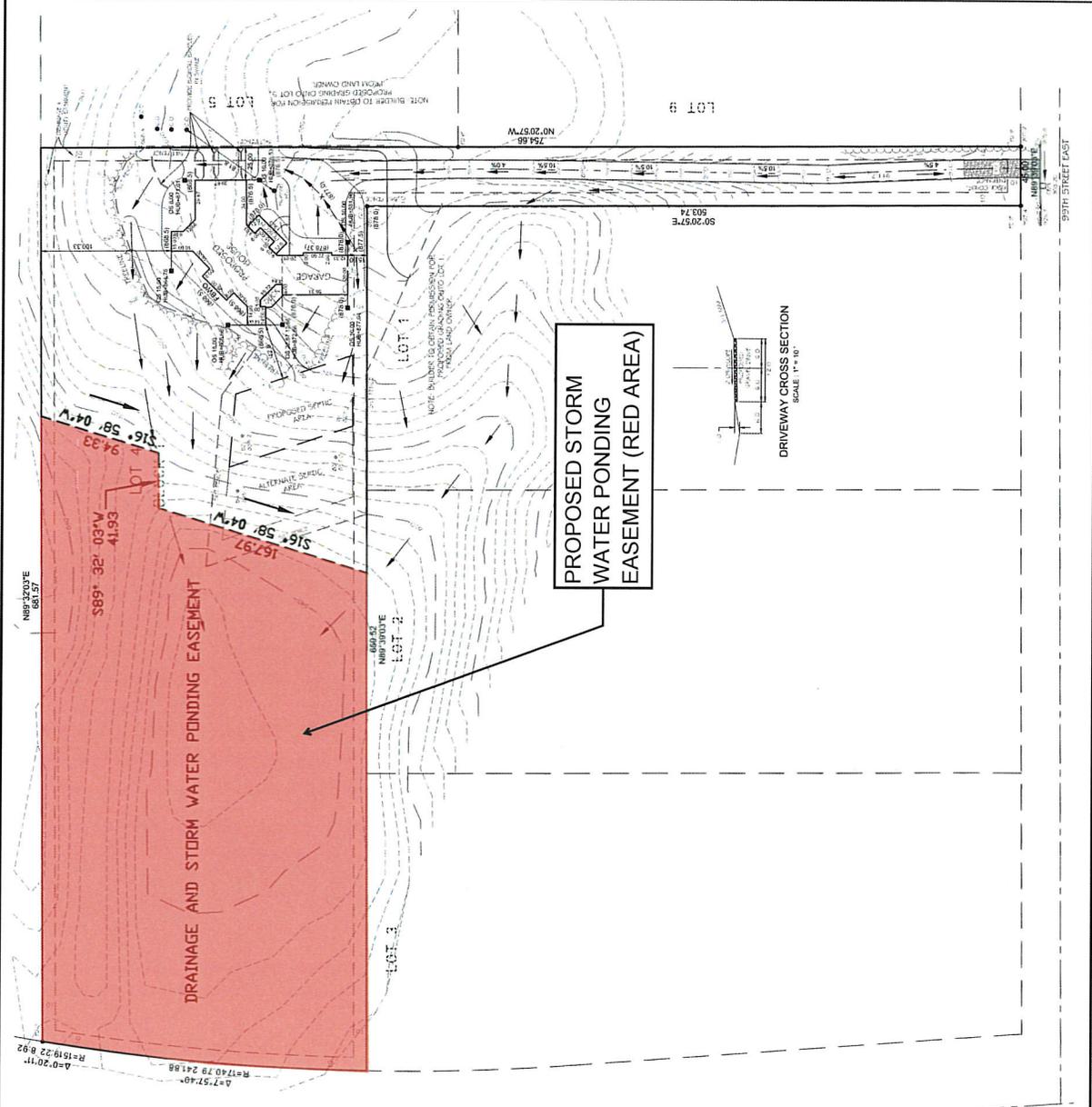
EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

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

All of that part of Lot 4, Block 1, MASO VALLEY VIEW ADDITION according to the recorded plat thereof, Dakota County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Lot 4, thence North 89 degrees 32 minutes 03 seconds East, assumed bearing, 477.00 feet to the point of beginning; thence South 16 degrees 58 minutes 04 seconds West, 94.33 feet; thence South 89 degrees 32 minutes 03 seconds West, 41.93 feet; thence South 16 degrees 58 minutes 04 seconds West, 167.97 feet extending to the south property line there terminating.

CERTIFICATE OF SURVEY



AREAS:
 100' OF AREA 100' x 250' x 100' FT
 100' OF AREA 100' x 250' x 100' FT
 100' OF AREA 100' x 250' x 100' FT
 100' OF AREA 100' x 250' x 100' FT
 100' OF AREA 100' x 250' x 100' FT
 100' OF AREA 100' x 250' x 100' FT

4820 DENOTES EXISTING ELEVATION
 4818 DENOTES PROPOSED ELEVATION
 4816 FINISHES DIRECTION OF SURFACE DRAINAGE
 4814 FINISHES DIRECTION OF SURFACE DRAINAGE
 4812 = TOP OF FOUNDATION ELEVATION
 4810 = BASEMENT FLOOR ELEVATION (HOUSE)
 4808 = BASEMENT FLOOR ELEVATION (SPORT COURT)

ADDITIONS: 000 89TH STREET EAST

REVISED 05-18-15: PER CITY REVIEW, ADD ADDITIONAL EXISTING CONTOURS, BARRIERS TO EASTERLY WINDS, AND GRASSY PERMITS TO EASTERLY WINDS. ADD GRASSY PERMITS TO EASTERLY WINDS AND GRASSY PERMITS TO EASTERLY WINDS. ADD GRASSY PERMITS TO EASTERLY WINDS. ADD GRASSY PERMITS TO EASTERLY WINDS.
 REVISED 05-11-15: ADD OFFSET TUB STAIRS INFORMATION FROM HOUSE RESTRINE ELEVATION FT. ADDED PROPOSED GRADING CONTOURS.
 REVISED 04-24-15: MOVED AND ROTATED HOUSE LOWER ENCLOSED HOUSE.

I hereby certify that this is a true and correct representation of the tract as shown and described hereon as prepared by me this 15th day of May, 2015.
Russell P. Daulton
 Surveyor
 Minn. Reg. No. 150086



SCALE: 1" = 40'

Legal Description:
 LOT 4, BLOCK 1,
 MASSO VALLEY VIEW ADDITION,
 DAKOTA COUNTY, MINNESOTA.

PREPARED FOR:
4 LIFE BUILDERS

PROJECT NO. 15068.00
 DATE: MAY 15, 2015
 TIME: 10:00 AM
 SHEET NO. 1 OF 1



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF THERAPEUTIC MASSAGE LICENSE

Meeting Date: June 22, 2015
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None |
| <input type="checkbox"/> | Amount included in current budget |
| <input type="checkbox"/> | Budget amendment requested |
| <input type="checkbox"/> | FTE included in current complement |
| <input type="checkbox"/> | New FTE requested – N/A |
| <input type="checkbox"/> | Other |

PURPOSE/ACTION REQUESTED

Consider approval of application by Katy Keeffe for a therapeutic massage license for Inver Grove Chiropractic located at 2940 65th Street East.

SUMMARY

Ms. Keeffe applied for a license to provide therapeutic massage services at Inver Grove Chiropractic. Ms. Keeffe is a member of Associated Bodywork & Massage Professionals and provided a Certificate of insurance. A background investigation was completed by the Police Department and no basis for the denial of the request was found.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Replacement of Parks and Recreation Office and Arena Concession Stand Service Counters

Meeting Date: June 22, 2015
Item Type: Consent Agenda
Contact: Tracy Petersen – 651.450.2588
Prepared by: Tracy Petersen
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

To accept the quote of \$23,490.00 from Kunz Construction Company for replacement of the Parks and Recreation Office and Arena concession stand service counters. This amount is included in the City’s 2015 ADA budget with project not to exceed \$24,000.

SUMMARY

The service counters areas at the Parks and Recreation Office and ice arena concession stand (both located within VMCC) are integral areas of the Community Center’s operations and customer service for our members and guests. Both of these service counters are nineteen (19) years old and received a high volume of traffic throughout the year by members, guests, persons registering for recreation programs and facilities, rental user groups, high school hockey and the Inver Grove Heights Hockey Association. In addition, the Parks and Recreation Office counter also assists many of the older adults utilizing our facility and services and the counter currently does not provide proper room to do business. Finally, the service counters currently do not meet ADA standards as far as the height of the counter and replacement would put these areas in compliance.

Quotes:

Kunz Construction Company	\$23,490.00
ARC Building & Development, Inc.	\$26,753.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE THE 2015 AND 2016 SEASONAL/TEMPORARY COMPENSATION PLANS

Meeting Date: June 22, 2015
 Item Type: Consent
 Contact: Joe Lynch, City Administrator
 Prepared by: Janet Shefchik, H.R. Manager
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Approve the proposed 2015 and 2016 seasonal/temporary employee compensation plans.

SUMMARY City Ordinance provides that the City Council shall approve compensation plans for positions classified by the City each year. This includes seasonal/temporary part-time non-benefited positions.

The City traditionally sets a wage range for seasonal/temporary positions so that there is movement within a range to compensate for varying degrees of experience and education.

The ranges for these positions are based on the prevailing supply of employees within the overall job market and wage trends in the overall job market. The proposed changes reflect the need to keep our rates competitive with other organizations and the market, as well as to reflect any adjustments necessitated by changes in minimum wage. These changes are accounted for in the various budgets for the current year, and if approved, will be calculated into the budgets for 2016.

Employees are compensated based on related experience, including any certifications that they bring to the position (e.g. First Aid, CPR, etc.). An employee may see an increase when they return to the position for a new season, or if they are employed and work intermittently/year-round, they may receive an increase based on acquiring additional certifications, or increased levels of responsibility.

Please note that the minimum wage for persons 18 years and older is currently \$8.00 per hour, but will increase to \$9.00 per hour on 8/1/15, and again to \$9.50 per hour on 8/1/16. These rates are reflected on the attached compensation plans.

Seasonal/Temp. Position:	<u>2014</u>		<u>2015</u>		<u>2016</u>		Max.			
	<u>Min.</u>	<u>Max.</u>	<u>Minimum*</u>		<u>Minimum*</u>					
			1/1	8/1	1/1	8/1				
Cart Person	\$ 7.25	\$ 8.50	\$8.00	\$9.00	-	\$10.00	\$9.00	\$9.50	-	\$10.00
G.C. Food & Bev. Concessionaire (Preps food, 18+)	\$ 7.25	\$ 13.50	\$9.00	\$9.00	-	\$14.50	\$9.50	\$9.50	-	\$14.50
Golf Course Concessionaire	\$ 7.25	\$ 13.50	\$8.00	\$9.00	-	\$14.50	\$9.50	\$9.50	-	\$14.50
Range Picker	\$ 7.25	\$ 11.50	\$8.00	\$9.00	-	\$12.50	\$9.00	\$9.50	-	\$12.50
Ranger	\$ 7.25	\$ 11.50	\$8.00	\$9.00	-	\$12.50	\$9.00	\$9.50	-	\$12.50
Starter	\$ 7.25	\$ 11.50	\$8.00	\$9.00	-	\$12.50	\$9.00	\$9.50	-	\$12.50
Birthday Party Host	\$ 7.50	\$ 10.00	\$8.00	\$9.00	-	\$10.00	\$9.50	\$9.50	-	\$11.00
Child Care Worker	\$ 7.25	\$ 13.00	\$8.00	\$9.00	-	\$13.00	\$9.00	\$9.50	-	\$14.00
Concession Worker (Parks and Rec.)	\$ 7.25	\$ 13.50	\$8.00	\$9.00	-	\$13.50	\$9.50	\$9.50	-	\$13.50
Fitness Instructor	\$ 17.00	\$ 28.00	\$17.00	\$17.00	-	\$28.00	\$17.00	\$17.00	-	\$30.00
Fitness Worker	\$ 9.00	\$ 13.00	\$9.00	\$9.00	-	\$13.00	\$9.00	\$9.50	-	\$14.00
Guest Service Worker	\$ 8.50	\$ 12.25	\$9.00	\$9.00	-	\$13.00	\$9.50	\$9.50	-	\$14.00
Gym Supervisor	\$ 9.00	\$ 15.00	\$9.00	\$9.00	-	\$15.00	\$9.00	\$9.50	-	\$15.00
Ice Programs Coordinator	\$ 22.00	\$ 40.00	\$22.00	\$22.00	-	\$40.00	\$22.00	\$22.00	-	\$40.00
Instructor Trainer	\$ 13.00	\$ 17.50	\$13.00	\$13.00	-	\$17.50	\$15.00	\$15.00	-	\$19.50
Kids Rock Assistant	\$ 7.75	\$ 11.00	\$8.00	\$9.00	-	\$11.00	\$9.00	\$9.50	-	\$11.00
Kids Rock Coordinator	new		\$15.00	\$15.00		\$20.00	\$15.00	\$15.00		\$20.00
Kids Rock Leader	\$ 11.00	\$ 15.00	\$11.00	\$11.00	-	\$15.00	\$11.00	\$11.00	-	\$15.00
Lead Lifeguard	\$ 10.50	\$ 14.00	\$10.50	\$10.50	-	\$14.00	\$12.50	\$12.50	-	\$15.00
Lifeguard	\$ 9.50	\$ 12.50	\$9.50	\$9.50	-	\$12.50	\$11.50	\$11.50	-	\$14.00
Manager on Duty	\$ 11.00	\$ 15.25	\$11.00	\$11.00	-	\$15.25	\$11.50	\$11.50	-	\$16.00
Non-Certified Swim Instructor	\$ 9.75	\$ 13.50	\$9.75	\$9.75	-	\$13.50	\$11.00	\$11.00	-	\$15.00
Operations Helper	\$ 7.50	\$ 14.00	\$8.00	\$9.00	-	\$15.00	\$9.00	\$9.50	-	\$15.50
Personal Trainer	new		\$21.50	\$21.50		\$31.00	\$21.50	\$21.50		\$32.00
Pool Attendant	\$ 8.00	\$ 11.00	\$8.00	\$9.00	-	\$11.00	\$9.50	\$9.50	-	\$11.00
Recreation Instructor	\$ 7.25	\$ 23.50	\$8.00	\$9.00	-	\$23.50	\$9.00	\$9.50	-	\$23.50
Recreation Official	\$ 7.25	\$ 18.00	\$8.00	\$9.00	-	\$19.00	\$9.00	\$9.50	-	\$20.00
Seasonal Coordinator	\$ 15.00	\$ 20.00	\$15.00	\$15.00	-	\$20.00	\$15.00	\$15.00	-	\$20.00
Skate Instructor	\$ 7.25	\$ 22.00	\$8.00	\$9.00	-	\$22.00	\$9.00	\$9.50	-	\$22.00
Skating Rink Attendant	\$ 7.25	\$ 12.00	\$8.00	\$9.00	-	\$12.50	\$9.00	\$9.50	-	\$13.00
Special Events Attendant	new		\$9.00	\$9.00		\$15.00	\$9.50	\$9.50		\$15.00
Swim Lesson Manager	\$ 13.75	\$ 18.25	\$13.75	\$13.75	-	\$18.25	\$15.75	\$15.75	-	\$20.25
Ticket Taker/Open Skate Attendant	\$ 7.25	\$ 11.00	\$8.00	\$9.00	-	\$11.00	\$9.00	\$9.50	-	\$11.00
WSI	\$ 11.75	\$ 15.50	\$11.75	\$11.75	-	\$15.50	\$13.75	\$13.75	-	\$17.00
Utility Helper	\$ 9.42	\$ 14.06	\$9.70	\$9.70	-	\$15.30	\$9.70	\$9.70	-	\$15.30
Intern	\$ 10.00	\$ 14.00	\$10.30	\$10.30	-	\$16.56	\$10.61	\$10.61	-	\$17.06
On-Call Clerk	\$ 14.00	\$ 18.00	\$14.00	\$14.00	-	\$18.00	\$14.00	\$14.00	-	\$18.00
Recording Secretary	\$ 13.00	\$ 17.00	\$13.00	\$13.00	-	\$17.00	\$13.00	\$13.00	-	\$17.00

First time changes reflected in Bold

*New Minimum Wage Rates are reflected in these columns

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE TEMPORARY ASSIGNMENT PAY

Meeting Date: June 22, 2015
 Item Type: Consent
 Contact: Janet Shefchik, H.R. Manager
 Prepared by: Janet Shefchik, H.R. Manager
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED Approve temporary assignment pay for Amy Jannetto, as recommended by the City Administrator under City Code 1-6A-11-1(B).

SUMMARY The City Clerk position has been vacant since the incumbent resigned near the end of March. This position plays an integral part in the daily operations of City and Council proceedings such as preparing the City Council agenda, issuing a multitude of licenses and renewals, and coordinating the annual commissions' recognition event and appointment process.

As this position is key to the continuity of City operations, the City Administrator issued a temporary work assignment to Amy Jannetto to perform the essential duties of the City Clerk. This was in addition to her regular duties, during the apex of seasonal hiring and contract negotiations. Fortunately, the City was able to utilize the assistance of other staff to attend the Council meetings and transcribe meeting minutes; however, the majority of the regular Clerk duties were assigned to and absorbed by Ms. Jannetto. Therefore, the City Administrator has recommended temporary assignment pay in recognition of her willingness and ability to complete the additional tasks. The recommended pay differential is \$225.20 per week and would be retroactive from the pay period commencing 3/28/15, until the position is filled.

The funds necessary to cover the temporary assignment pay are included in the 2015 budget, as the Clerk position will have been vacant for at least 3 full months during the assignment.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 22, 2015
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None |
| <input type="checkbox"/> | Amount included in current budget |
| <input type="checkbox"/> | Budget amendment requested |
| <input type="checkbox"/> | FTE included in current complement |
| <input type="checkbox"/> | New FTE requested – N/A |
| <input type="checkbox"/> | Other |

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

Please confirm the seasonal/temporary employment of: Recreation – Kelsie Suppes, Benjamin Nelson, Samuel Bauer, Kid Rock – Julie Sinn, Fitness – Jovana Blanco, Gabrielle Plaep.

Please confirm the separation of employment of: Eric Resnikoff, Firefighter.

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

GREGORY LEE AND DL SCOFIELD – Case No. 15-18V

Meeting Date: June 22, 2015
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: Planning

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to allow a six foot privacy fence within the corner front yard whereas 30 feet is the required setback for fences taller than 42 inches. This request is for property located at 3593 72nd St.

- Requires a 3/5th's vote.
- 60-day deadline: July 17, 2015 (first 60-days)

SUMMARY

The applicant is requesting a variance to allow a six foot privacy fence to be located on the corner front property line whereas 30 feet is the required setback; the fence would be located about 15 feet back from the curb. The zoning code requires any fence within a front yard to be no higher than 42 inches or setback 30 feet from the front property line. This requirement is in place to help with traffic visibility at intersections and to keep open views of front of houses for emergency vehicle access. Other reasons would be aesthetics and visual appeal and the impact to the adjacent property owners.

The fence is a typical accessory to a residential property, so it is consistent with the comprehensive plan and it does not impede any traffic visibility from the street corner or from the neighbor's driveway to the north. It is however, not a unique situation as this type of corner lot arrangement exists in many areas of the city. There is practical use of the property without the need for a fence variance. Staff finds that the request does not meet all of the standards to meet a practical difficulty.

Planning Staff: Staff believes the applicant has not identified practical difficulties to comply with the ordinance. Based on the information provided staff recommends denial of the setback variance with the findings listed in the attached resolution.

Planning Commission: At the June 16, 2015 public hearing the Planning Commission recommended denial of the proposed request because of the lack of practical difficulty (7-1 Lissarrague).

Attachments: Denial Resolution
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO ALLOW A SIX FOOT PRIVACY FENCE
LOCATED ON THE CORNER FRONT PROPERTY LINE WHEREAS 30 FEET
IS THE REQUIRED SETBACK**

**CASE NO. 15-18V
Gregory and DL Scofield**

Property located at 3593 72nd Street and legally described as follows:

**Lot 19 Block 5, South Grove No. 5, according to the recorded plat, Dakota County,
Minnesota**

WHEREAS, an application has been received for a Variance to allow a six foot fence within the front yard setback whereas 30 feet is the required setback for fences taller than 42 inches;

WHEREAS, the afore described property is zoned R-1C, Single Family Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 16, 2015 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the fence variance. The property would still function as a single family residence.
2. Approval of the fence setback variance could set a precedent for other fences taller than 42 inches located within the front yard.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support the variance; the proposed six foot fence may be considered a convenience to the applicant, not a practical difficulty.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a six foot fence within the front yard setback is hereby denied.

Adopted by the City Council of Inver Grove Heights this 22nd day of June, 2015.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joe Lynch, City Clerk

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

REPORT DATE: June 11, 2015

CASE NO: 15-18V

HEARING DATE: June 16, 2015

APPLICANT & PROPERTY OWNER: Gregory Lee and DL Scofield

REQUEST: Variance for a fence encroachment

LOCATION: 3593 72nd St. East

COMPREHENSIVE PLAN: Low Density Residential

ZONING: R-1C, Single-family Residential

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten 
Associate Planner

BACKGROUND

The applicant is requesting a variance from setbacks to allow the construction of a six foot high solid wood fence right on the corner front property line whereas 30 feet is required. The fence would be replacing an existing chain link fence. The property is a corner lot located at the northwest corner of Cloman Avenue and 72nd Street.

A solid fence is required to be 30 feet back from the front property lines. The code requires any fence within a front yard to be no higher than 42 inches and be at least 75% open. The reasons for the rule appear to be mainly visibility for traffic at corners and along street/driveways, and emergency vehicles to front of houses. A second reason would be aesthetics, both in uniformity along front views and visual appeal. The code does not differentiate how the fronts are used in a corner lot. Both frontages are considered "front yards" by definition, not by how they are used. In this case, the area the fence is proposed acts as a side yard. However, the yard on the lot to the north acts as their front yard and they would not be allowed to place a solid fence in the front yard.

Staff has interpreted the code such that if all lots on the same block are all sides or rears and face a street, they have been allowed solid fences to the property line since they act as side or rear yards. The problem arises when the property next door is an actual front yard. Then the conflict occurs. If those lots are not allowed a solid fence, then corner lots should not be allowed one either.

EVALUATION OF THE REQUEST

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

- North - Residential; zoned R-1C, single-family; guided LDR, Low Density Residential
- East - Residential; zoned R-1C, single-family; guided LDR, Low Density Residential
- West - Church; zoned P, Institutional; guided P, Public/Institutional
- South - Residential; zoned R-1C, single-family; guided LDR, Low Density Residential

VARIANCE REVIEW

City Code Title 11, Chapter 3. **Variations**, states that the City Council may grant variations when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variations, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The area is developed with single family homes, some with fences along the corner front property line.

The request is in harmony with the intent of the comprehensive plan as the lot is being utilized as residential which would contain typical accessory structures or improvements such as fences.

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

The applicant's request is to encroach into the required front yard setback. The location of the fence would be out of any traffic sight lines. Again, the conflict in this instance is that the property to the north fronts along Cloman Avenue and they would not be able to construct a solid fence closer than 30 feet from the front property line. For the applicant's corner lot, this line functions as a side yard.

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

While the conflict with how the code addresses fences in yards may seem unique, there are many instances throughout the city with this same lot configuration and therefore would have the same issues with fence placement.

The zoning code allows fences 42 inches or shorter within the front yard setback. The height of the proposed fence may be considered a convenience to the applicant, not a practical difficulty. Although not convenient, the applicant could construct a six foot

fence 30 feet from the front property lines, complying with code requirements, and utilizing the western portion of their lot to let their dogs out.

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

Staff does not believe this limited fence proposal would alter the essential character of the locality. There are fences in all residential neighborhoods, and depending upon lot configuration, there could be solid fences along streets. There are fences that exist in yards on lots with this same configuration, some built without permits and others allowed based on different interpretations of the code over the years. The fence does not encroach into any traffic safety sight lines. The fence may have an impact on visibility from a “street view” from the neighboring property; the neighbor that the fence most directly affects is in support of the request.

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

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

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

Approval: If the Planning Commission finds the Variance to be acceptable, the Commission has the following options:

A. Approval of the Variance to allow the construction of a six foot high solid wood fence along the corner front property line whereas 30 feet is required setback subject to the following condition:

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

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

1. Denying the variance request does not preclude the applicant from reasonable use of the property as the property would still function as a single family residence.
2. Approval of the variance could set a precedent for other solid fences located within the front yard.

3. Staff does not believe there are practical difficulties in complying with the official control and the six foot fence may be considered a convenience to the applicant, not a practical difficulty.

RECOMMENDATION

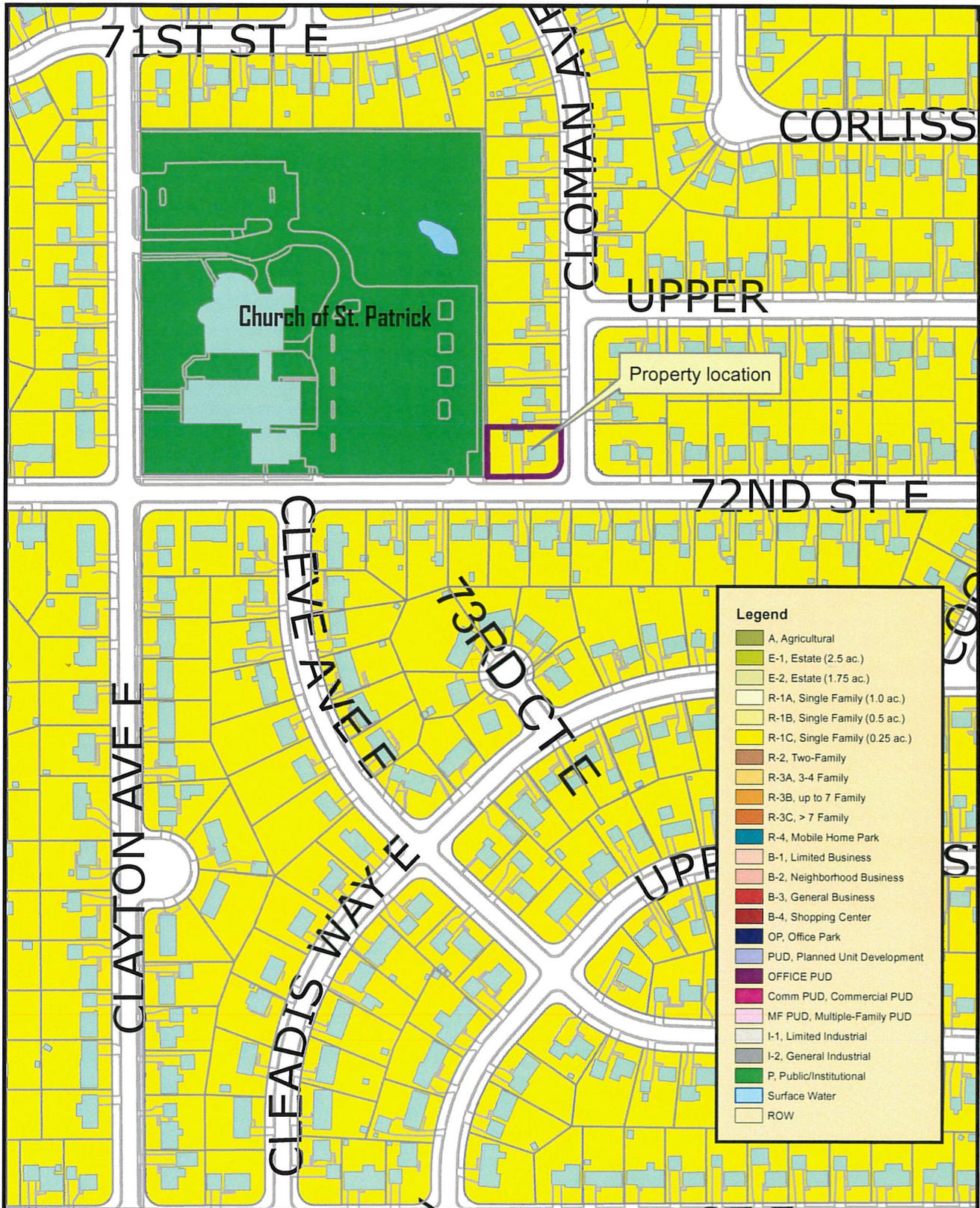
The request is not out of character of the neighborhood and it is consistent with the comprehensive plan. The problem is that the site and situation is not unique. Additionally, staff believes the facts presented do not satisfy the criteria needed to show a practical difficulty to support the variance. For the reasons listed in alternative B staff is recommending denial of the proposed request.

Attachments: Location Map
 Site Plan
 Applicant Narrative
 Photo of Property
 Neighbor Letter

Map not to scale



Scofield Case No. 15-18V



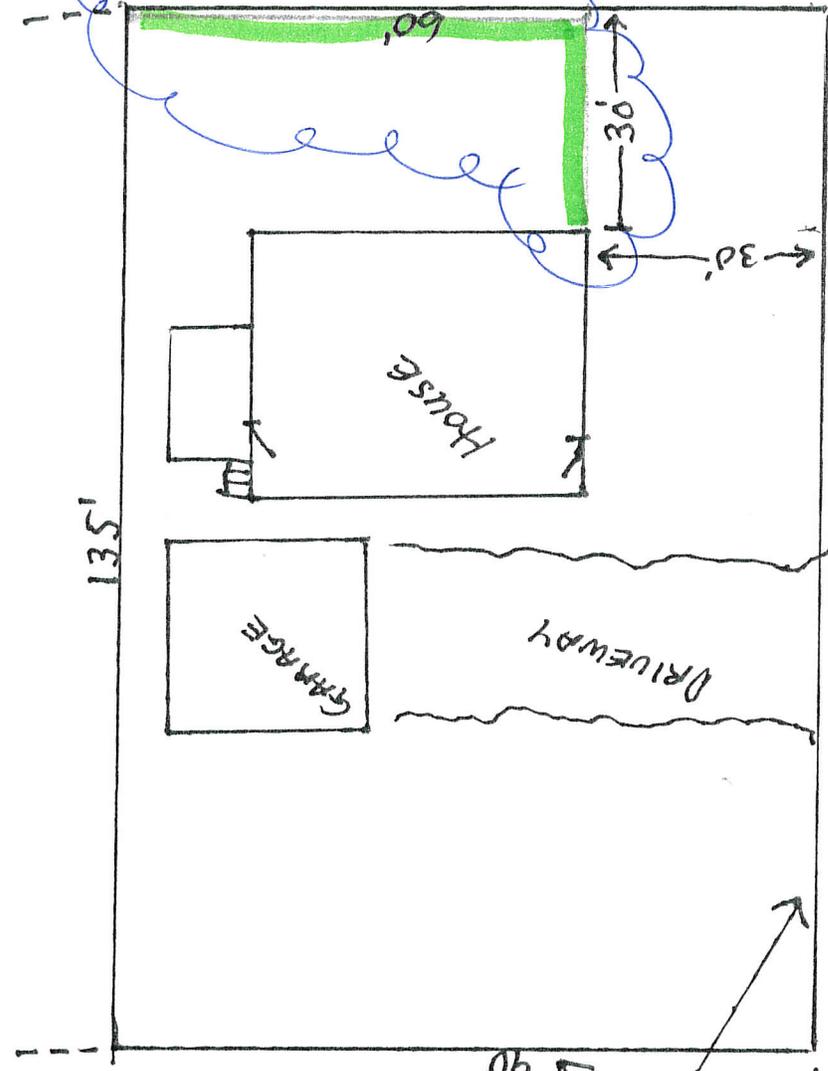
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is to be used for reference purpose only. The City of IGH is not responsible for any inaccuracies herein contained.

Zoning & Location Map

Cloman Ave



Fence location



RIGHT OF WAY

Property Lines

72nd St. East

May 17, 2015

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

RE: Request to replace our existing fence @ 3593 72nd St. East Inver Grove Hts, MN

Dear Sirs:

We are requesting a building permit to replace our existing fence consisting of 42" chain link and 48" cedar. The variance request is to replace the existing fence with a 6' Cedar fence. This variance will not be detrimental to public welfare, does not interfere with visibility for the intersection of Cloman Avenue and 72nd Street East, and we believe this variance is in keeping with the spirit and intent of the city code and comprehensive plan. This variance will not alter the essential character of the neighborhood. We have spoken with our neighbors, they understand why we are requesting the variance and are in support of our request.

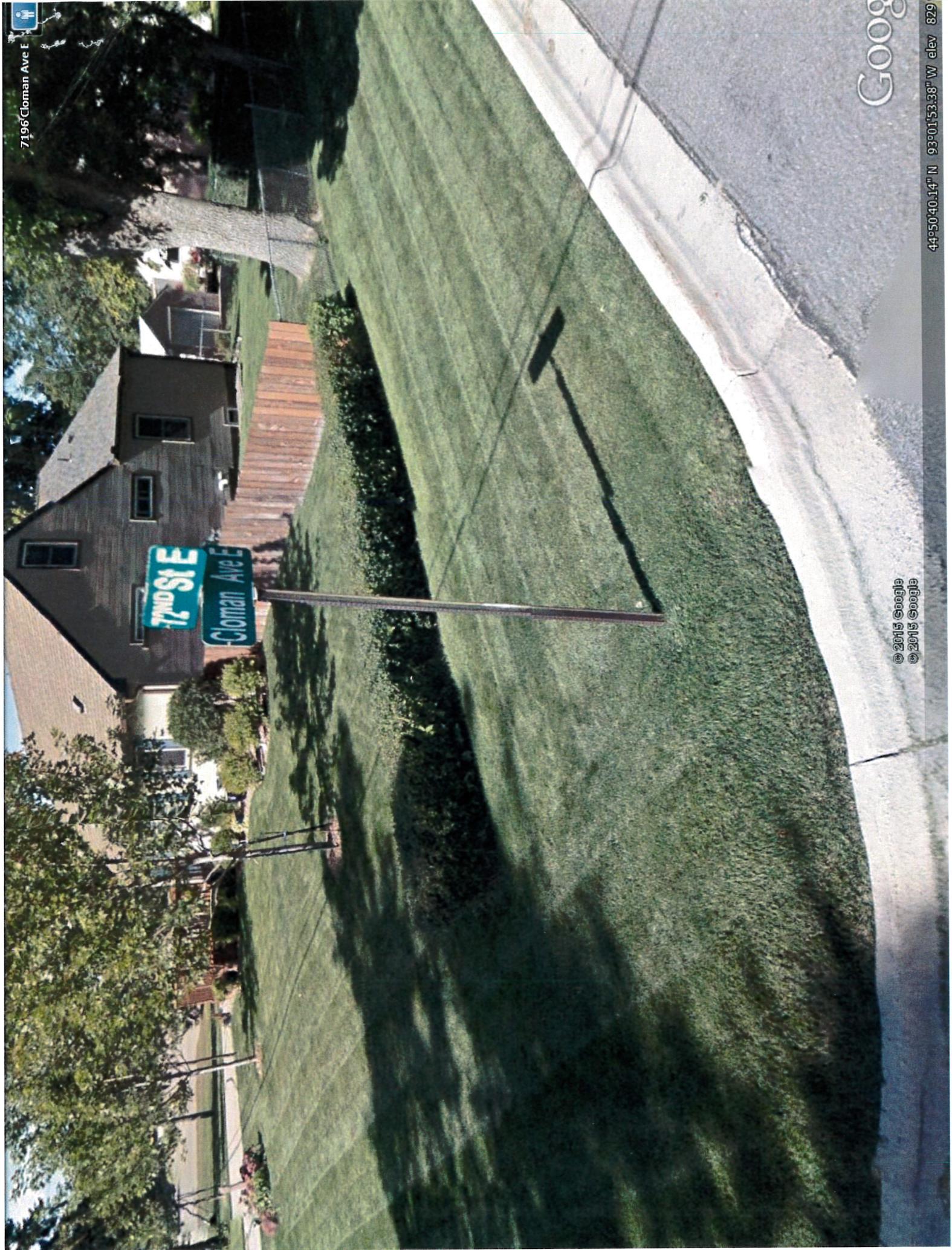
Despite our address being on 72nd Street which is the front of our home, and Cloman Avenue on the side of our home, the city considers our side/back yard a front yard because we are on a corner lot. Our decision to purchase this house in 1977 was largely due to the size of the yard knowing that our family would grow to include both children and dogs. We do utilize our yard multiple times daily to exercise, play and train our dogs. Installing the solid fence under the current code, rather than replacing the existing fence, would restrict our usable back yard to a small 6' wide L-shaped area around our deck.

Our request to replace the current fence with a 6' Cedar solid fence is for the safety and well-being of our dogs. While there are many responsible dog owners, we have observed some people (both adult and children) walking untrained out of control and occasional unleashed dogs which lunge, bark, growl while charging our fence. We have called the police to our home to pick up a dog who jumped our fence and charged our back patio door. Our fear is some day, a dog will again jump the fence and injure or kill one or both of our dogs. While we are always outside with our dogs we may not be able to prevent an aggressive dog from coming over a 42" fence. The solid fence will limit the visual contact between dogs, thus limiting the chance of a potential aggressive action.

As a dog trainer, therapy dog handler & evaluator, and AKC Canine Good Citizen Evaluator I advocate and model Responsible Dog Ownership. We do not allow our dogs to run our fence line, bark and charge at people walking with or without dogs. The proposed fence would limit other peoples' dogs from doing so.

The side/back yard of our property will not have a practical or beneficial use unless the variance is granted. We appreciate your consideration and approval of our variance request.

Sincerely,
Deb & Greg Scofield



TO Planning Dept.

This letter is in regards to the
Planned fence at 3593 72nd St.

The Scofield's have always been
good neighbors and are very responsible
dog owners. We have no objections
to the planned fence.

The Lawrence family at 7181
Cloman Ave

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RYLAND HOMES – Case No. 15-12PUD

Meeting Date: June 22, 2015
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider the following requests for Blackstone Ponds:

- a) A Resolution approving the Final PUD Development Plan, Final Plat, Development Contract and related agreements for Blackstone Ponds 1st Addition.
 - Requires 3/5th's vote.
 - 60-day deadline: July 28, 2015 (second 60-days)

SUMMARY

The applicant is proposing the final plat and PUD for Blackstone Ponds 1st Addition. The first phase contains 46 townhome lots and 10 outlots. The City Council approved the preliminary plat and PUD on November 10, 2014.

ANALYSIS

Blackstone Ponds is one of three neighborhoods in the Blackstone PUD that was approved with a total of 44 conditions. The final plans were reviewed against the pertinent preliminary conditions of approval.

The plat and site plan are consistent with the preliminary plans. The applicant expects to submit the final plat for the remaining 58 lots early next year.

Another portion of the Mendota/Lebanon greenway regional trail will be constructed as part of this project. The details of the construction and payment of costs are being finalized. The specifics are listed in the development contract and will be in place prior to release of the final plat.

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

RECOMMENDATION

Planning Staff: Recommends approval of the Final Plat and Final PUD Development plans with the three conditions listed in the attached resolution.

Planning Commission: Also recommends approval of the Final Plat and Final PUD Development Plans as proposed (8-0).

Attachments: Resolution approving the Final Plat and Final PUD Development Plans
 Development Contract and Related Agreements (13 total documents)
 Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FINAL PLAT, FINAL PUD DEVELOPMENT PLAN,
DEVELOPMENT CONTRACT, STORM WATER FACILITIES MAINTENANCE
AGREEMENT AND RELATED AGREEMENTS FOR THE PLAT OF BLACKSTONE
PONDS 1ST ADDITION

CASE NO. 15-12PUD
(Ryland Homes)

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

SEE EXHIBIT A

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat, Final PUD Development Plan, Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements are 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:

Final Plat (2 sheets)	No Date
Site Plan/Open Space Plan	dated 5/15/15
Lighting, Signage and Guest Parking Plan	dated 5/15/15
Street Plan (3 sheets)	dated 5/15/15
Intersection Plan	dated 5/15/15
Trail Plan (2 sheets)	dated 5/15/15
Sanitary and Watermain Plan (3 sheets)	dated 5/15/15
Storm Sewer Plan (4 sheets)	dated 5/15/15
Infiltration Basins	dated 5/15/15
Grading Plan (2 sheets)	dated 5/15/15
Erosion Control Plan	dated 5/15/15

- Temp Sedimentation Basin Details dated 5/15/15
Planting Plan (2 sheets) dated 3/11/15
2. The final plat and final PUD approval is subject to execution of a development contract for the plat and subject to execution of the agreements referenced in the development contract. Said contract must be executed prior to release of the final plat for recording.
 3. Prior to releasing the plat for recording, all engineering comments on the final grading, drainage and erosion control, utility plans and final plat relating to easements shall be addressed and approved by the City Engineer.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 22nd day of June, 2015.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Joseph Lynch, City Clerk

EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF BLACKSTONE PONDS 1ST ADDITION

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

All that part of the West Half of the Southwest Quarter, Section 6, Township 27, Range 22, Dakota County, Minnesota described as lying southerly of Line "A" and lying easterly, southerly and southeasterly of Line "B".

Line "A" is described as beginning at a point of the east line of the West Half of the Southwest Quarter of said Section 6 a distance of 1530.92 feet south of the northeast corner of the West Half of the Southwest Quarter of said Section 6; thence South 49 degrees 04 minutes 42 seconds West a distance of 269.13 feet; thence South 58 degrees 24 minutes 35 seconds West a distance of 450.00 feet; thence North 70 degrees 23 minutes 33 seconds West a distance of 426.70 feet; thence southwesterly on a direct line to a point on the west line of the West Half of the Southwest Quarter of said Section 6, 514.25 feet north of the southwest corner of said West Half of the Southwest Quarter of said Section 6 and there terminating.

Line "B" is described as commencing at a point of the east line of the West Half of the Southwest Quarter of said Section 6 a distance of 1530.92 feet south of the northeast corner of the West Half of the Southwest Quarter of said Section 6; thence South 49 degrees 04 minutes 42 seconds West a distance of 269.13 feet; thence South 58 degrees 24 minutes 35 seconds West a distance of 450.00 feet; thence North 70 degrees 23 minutes 33 seconds West a distance of 47.63 feet to the point of beginning of said "Line B"; thence South 12 degrees 54 minutes 10 seconds West a distance of 317.89 feet; thence northwesterly a distance of 164.06 feet along a non-tangent curve, concave to the southwest, having a radius of 430.00 feet, a central angle of 21 degrees 51 minutes 39 seconds and a chord which bears North 73 degrees 25 minutes 40 seconds West for 163.07 feet; thence southwesterly a distance of 59.24 feet along a compound curve, concave to the southeast, having a radius of 50.00 feet and a central angle of 67 degrees 52 minutes 53 seconds; thence southwesterly a distance of 26.28 feet, along a reverse curve, having a radius of 61.00 feet and a central angle of 24 degrees 41 minutes 00 seconds; thence South 00 degrees 24 minutes 49 seconds East a distance of 394.34 feet to the south line of said West Half of the Southwest Quarter of Section 6 and there terminating.

AND

All that part of the West Half of the Southwest Quarter, Section 6, Township 27, Range 22, Dakota County, Minnesota described as lying southerly of Line "A" and lying westerly, northerly and northwesterly of Line "B"

Line "A" is described as beginning at a point of the east line of the West Half of the Southwest Quarter of said Section 6 a distance of 1530.92 feet south of the northeast corner of the West Half of the Southwest Quarter of said Section 6; thence South 49 degrees 04 minutes 42 seconds West a distance of 269.13 feet; thence South 58 degrees 24 minutes 35 seconds West a distance of 450.00 feet; thence North 70 degrees 23 minutes 33 seconds West a distance of 426.70 feet; thence southwesterly on a direct line to a point on the west line of the West Half of the Southwest Quarter of said Section 6, 514.25 feet north of the southwest corner of said West Half of the Southwest Quarter of said Section 6 and there terminating.

Line "B" is described as commencing at a point of the east line of the West Half of the Southwest Quarter of said Section 6 a distance of 1530.92 feet south of the northeast corner of the West Half of the Southwest Quarter of said Section 6; thence South 49 degrees 04 minutes 42 seconds West a distance of 269.13 feet; thence South 58 degrees 24 minutes 35 seconds West a distance of 450.00 feet; thence North 70 degrees 23 minutes 33 seconds West a distance of 47.63 feet to the point of beginning of said "Line B"; thence South 12 degrees 54 minutes 10 seconds West a distance of 317.89 feet; thence northwesterly a distance of 164.06 feet along a non-tangent curve, concave to the southwest, having a radius of 430.00 feet, a central angle of 21 degrees 51 minutes 39 seconds and a chord which bears North 73 degrees 25 minutes 40 seconds West for 163.07 feet; thence southwesterly a distance of 59.24 feet along a compound curve, concave to the southeast, having a radius of 50.00 feet and a central angle of 67 degrees 52 minutes 53 seconds; thence southwesterly a distance of 26.28 feet, along a reverse curve, having a radius of 61.00 feet and a central angle of 24 degrees 41 minutes 00 seconds; thence South 00 degrees 24 minutes 49 seconds East a distance of 394.34 feet to the south line of said West Half of the Southwest Quarter of Section 6 and there terminating.

DEVELOPMENT CONTRACT
FOR PLAT OF
BLACKSTONE PONDS 1ST ADDITION

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EXHIBIT A Legal Description of Plat of Blackstone Ponds 1st Addition

EXHIBIT B List of Development Plans

EXHIBIT C Developer Improvements

EXHIBIT D City Improvements

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EXHIBIT G Lot Erosion Control Requirements

CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF BLACKSTONE PONDS 1ST ADDITION**

THIS DEVELOPMENT CONTRACT is made and entered into on the 22nd day of June, 2015, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the DEVELOPER identified herein.

Peterandrea Investments LLC, a Minnesota limited liability company, as of the date first set forth above, also executes this DEVELOPMENT CONTRACT with respect to paragraph 4 of Exhibit E and with respect to Section 15.14 hereof.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

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

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of streets, public utilities (sewer and water), storm sewer pipes, infiltration basins, water quality pre-treatment facilities, raingardens and other facilities; and

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

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit or cash deposit, in the amount and with conditions satisfactory to the CITY, providing for the actual construction and installation of such improvements within the period specified by the CITY.

WHEREAS, the DEVELOPER has filed four (4) complete sets of the DEVELOPMENT PLANS with the CITY and provided an electronic plan set compatible with the CITY's AUTOCAD and GIS systems (See Section 8.6 (12));

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the DIRECTOR OF PWD and COUNCIL.

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

ARTICLE 1
DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, shall have the following meanings as set forth below.

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

1.3 DEVELOPER. "DEVELOPER" means The Ryland Group, Inc., a Maryland corporation, and its successors and assigns.

1.4 PLAT. "PLAT" means the plat of Blackstone Ponds 1st Addition, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

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

1.6 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY and DEVELOPER.

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

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

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

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

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

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

- c.) Dakota County Highway Department
- d.) Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

- H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

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

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

- J. **FEE TITLE.** DEVELOPER owns fee title to the property within the PLAT except

for Outlots E and F, Blackstone Ponds 1st Addition.

1.20 CITY WARRANTIES. "CITY WARRANTIES" means that the CITY hereby warrants and represents as follows:

- A. **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- B. **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

1.21 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 DEVELOPER:
The Ryland Group, Inc.
Attention: Division President
7599 Anagram Drive
Eden Prairie, MN 55344

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

ARTICLE 2 **PLAT APPROVAL**

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

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

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of

the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3
CITY IMPROVEMENTS

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

ARTICLE 4
DEVELOPER IMPROVEMENTS

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

The DEVELOPER IMPROVEMENTS shall be completed by the respective dates shown on Exhibit C, except for delays due to FORCE MAJEURE and, otherwise, as completion dates are extended by subsequent written action of the DIRECTOR OF PWD. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

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

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date

stipulated in Exhibit C, the CITY may declare the DEVELOPER in default pursuant to Article 13.

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

4.5 BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 14 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future land owners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled "Protected Area" at the cost of DEVELOPER (See Exhibit E, section 24).

4.6 EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 13. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements as defined in the City Code by meeting the obligation stated in Exhibit E.

ARTICLE 6
OTHER PERMITS

6.1 PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES, and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the DEVELOPER.

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 8
DEVELOPER PUBLIC IMPROVEMENTS

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD, which approval shall not be unreasonably withheld, delayed or conditioned.

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

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon

receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 14 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 and 10.1 and except as provided in the Storm Water Facilities Maintenance Agreement, Irrigation Facilities Maintenance Agreement and the Retaining Wall Maintenance Agreement relating to the PLAT. If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 13.

8.6 ENGINEERING SUBMITTALS / AS BUILT INFORMATION. One (1) copy (in AUTOCAD format), of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. If the record plans are not provided to the CITY within the 90 days, the CITY may have the work done and pay for it with the DEVELOPER'S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.

3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and invert elevations on all manholes and catch basins.
6. Apron invert elevations on all flared end structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
11. Copy of final plat shall be submitted in an electronic format (see item 12).
12. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, 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.
13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
14. GPS coordinates on all stormwater facilities and related appurtenances such as valves.

ARTICLE 9
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 10
DEVELOPER WARRANTIES

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

ARTICLE 11
CITY WARRANTIES

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

ARTICLE 12
INDEMNIFICATION OF CITY

12.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents,

employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the DEVELOPMENT PLANS;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

Notwithstanding anything contained in this Section 12.1 above, the DEVELOPER shall not be obligated to indemnify or defend the CITY from and against claims based on any negligence or willful misconduct by the CITY, its employees, agents or contractors, or the failure of the CITY to act in accordance with CITY ordinances and other applicable laws.

12.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 12.1, the

CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

12.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 12.1 and 12.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY in its reasonable discretion; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 13 **CITY REMEDIES UPON DEVELOPER DEFAULT**

13.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 14 or Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the

DEVELOPER DEFAULT;

- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

13.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

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

13.4 EMERGENCY. Notwithstanding the requirement contained in Section 13.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 13.1 hereof relating to giving the DEVELOPER a thirty (30) day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred

by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 14 ESCROW DEPOSIT

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

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2018. 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 not earlier than December 31, 2018, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2018.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS listed on Exhibit C to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on **Exhibit C** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 14.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 14.2 from time to time as financial obligations are paid.

14.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.19(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

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

ARTICLE 15 **MISCELLANEOUS**

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

15.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or, so long as the CITY shall have given DEVELOPER at least ten (10) days written notice thereof, may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

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

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

15.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording. The CITY shall provide to DEVELOPER, upon written request therefore, releases of lots within the PLAT from the lien of this DEVELOPMENT CONTRACT as to lots for which the CITY has issued occupancy permits to or for the third party home purchasers.

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

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

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

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

15.10 COUNTERPARTS. This DEVELOPMENT CONTRACT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

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

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

15.14 CONSENT. Peterandrea Investments LLC (the fee title owner of Outlots F and J, Blackstone Ponds 1st Addition) hereby consents to the recording of this DEVELOPMENT CONTRACT against Outlots F and J, Blackstone Ponds 1st Addition.

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

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT. Peterandrea Investments LLC, a Minnesota limited liability company, as of the date first set forth above, also executes this DEVELOPMENT CONTRACT with respect to paragraph 4 of Exhibit E hereof and with respect to Section 15.14.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

PETERANDREA INVESTMENTS LLC

By: _____
James Deanovic
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of June, 2015, before me a Notary Public within and for said County, personally appeared James Deanovic, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Peterandrea Investments LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Peterandrea Investments LLC by authority of the Boards of Governors of Peterandrea Investments LLC.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF BLACKSTONE PONDS 1ST ADDITION

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

All that part of the West Half of the Southwest Quarter, Section 6, Township 27, Range 22, Dakota County, Minnesota described as lying southerly of Line "A" and lying easterly, southerly and southeasterly of Line "B".

Line "A" is described as beginning at a point of the east line of the West Half of the Southwest Quarter of said Section 6 a distance of 1530.92 feet south of the northeast corner of the West Half of the Southwest Quarter of said Section 6; thence South 49 degrees 04 minutes 42 seconds West a distance of 269.13 feet; thence South 58 degrees 24 minutes 35 seconds West a distance of 450.00 feet; thence North 70 degrees 23 minutes 33 seconds West a distance of 426.70 feet; thence southwesterly on a direct line to a point on the west line of the West Half of the Southwest Quarter of said Section 6, 514.25 feet north of the southwest corner of said West Half of the Southwest Quarter of said Section 6 and there terminating.

Line "B" is described as commencing at a point of the east line of the West Half of the Southwest Quarter of said Section 6 a distance of 1530.92 feet south of the northeast corner of the West Half of the Southwest Quarter of said Section 6; thence South 49 degrees 04 minutes 42 seconds West a distance of 269.13 feet; thence South 58 degrees 24 minutes 35 seconds West a distance of 450.00 feet; thence North 70 degrees 23 minutes 33 seconds West a distance of 47.63 feet to the point of beginning of said "Line B"; thence South 12 degrees 54 minutes 10 seconds West a distance of 317.89 feet; thence northwesterly a distance of 164.06 feet along a non-tangent curve, concave to the southwest, having a radius of 430.00 feet, a central angle of 21 degrees 51 minutes 39 seconds and a chord which bears North 73 degrees 25 minutes 40 seconds West for 163.07 feet; thence southwesterly a distance of 59.24 feet along a compound curve, concave to the southeast, having a radius of 50.00 feet and a central angle of 67 degrees 52 minutes 53 seconds; thence southwesterly a distance of 26.28 feet, along a reverse curve, having a radius of 61.00 feet and a central angle of 24 degrees 41 minutes 00 seconds; thence South 00 degrees 24 minutes 49 seconds East a distance of 394.34 feet to the south line of said West Half of the Southwest Quarter of Section 6 and there terminating.

AND

All that part of the West Half of the Southwest Quarter, Section 6, Township 27, Range 22, Dakota County, Minnesota described as lying southerly of Line "A" and lying westerly, northerly and northwesterly of Line "B"

Line "A" is described as beginning at a point of the east line of the West Half of the Southwest Quarter of said Section 6 a distance of 1530.92 feet south of the northeast corner of the West Half of the Southwest Quarter of said Section 6; thence South 49 degrees 04 minutes 42 seconds West a distance of 269.13 feet; thence South 58 degrees 24 minutes 35 seconds West a distance of 450.00 feet; thence North 70 degrees 23 minutes 33 seconds West a distance of 426.70 feet; thence southwesterly on a direct line to a point on the west line of the West Half of the Southwest Quarter of said Section 6, 514.25 feet north of the southwest corner of said West Half of the Southwest Quarter of said Section 6 and there terminating.

Line "B" is described as commencing at a point of the east line of the West Half of the Southwest Quarter of said Section 6 a distance of 1530.92 feet south of the northeast corner of the West Half of the Southwest Quarter of said Section 6; thence South 49 degrees 04 minutes 42 seconds West a distance of 269.13 feet; thence South 58 degrees 24 minutes 35 seconds West a distance of 450.00 feet; thence North 70 degrees 23 minutes 33 seconds West a distance of 47.63 feet to the point of beginning of said "Line B"; thence South 12 degrees 54 minutes 10 seconds West a distance of 317.89 feet; thence northwesterly a distance of 164.06 feet along a non-tangent curve, concave to the southwest, having a radius of 430.00 feet, a central angle of 21 degrees 51 minutes 39 seconds and a chord which bears North 73 degrees 25 minutes 40 seconds West for 163.07 feet; thence southwesterly a distance of 59.24 feet along a compound curve, concave to the southeast, having a radius of 50.00 feet and a central angle of 67 degrees 52 minutes 53 seconds; thence southwesterly a distance of 26.28 feet, along a reverse curve, having a radius of 61.00 feet and a central angle of 24 degrees 41 minutes 00 seconds; thence South 00 degrees 24 minutes 49 seconds East a distance of 394.34 feet to the south line of said West Half of the Southwest Quarter of Section 6 and there terminating.

EXHIBIT B

LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Site Plan	5-12-14	Sathre-Bergquist, Inc.
Title (Sheet 1 of 27)	5-12-14	Sathre-Bergquist, Inc.
Lighting, Guest Parking And Signage Plan (Sheet 2 of 27)	5-12-14	Sathre-Bergquist, Inc.
Street Plan (Sheets 3 – 5 of 27)	5-12-14	Sathre-Bergquist, Inc.
Intersection Plans (Sheet 6 of 27)	5-12-14	Sathre-Bergquist, Inc.
Trail Plan (Sheets 7 and 8 of 27)	5-12-14	Sathre-Bergquist, Inc.
Sanitary Sewer and Watermain Plan (Sheets 9-11 of 27)	5-12-14	Sathre-Bergquist, Inc.
Storm Sewer Plan (Sheets 12-15 of 27)	5-12-14	Sathre-Bergquist, Inc.
Infiltration Basins (Sheet 16 of 27)	5-12-14	Sathre-Bergquist, Inc.
Grading Plan (Sheets 17-18 of 27)	5-12-14	Sathre-Bergquist, Inc.
Erosion Control Plan (Sheet 19 of 27)	5-12-14	Sathre-Bergquist, Inc.
Temp Sed Basin Details (Sheet 20 of 27)	5-12-14	Sathre-Bergquist, Inc.

Wetland Buffer Averaging Plan	5-12-14	Sathre-Bergquist, Inc.
Tree Survey (Sheets 22-23 of 27)	6-9-14	Sathre-Bergquist, Inc.
Details (Sheets 24-27 of 27)	12-18-14	Sathre-Bergquist, Inc.

** Final revisions made on June ____, 2015.

The above-listed Development Plans were approved by the City Engineer on June ____, 2015.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Blackstone Ponds 1st Addition (the “City Engineer Memos”):

1. Memo to File from City Planner Allan Hunting dated April 15, 2015;
2. Memo from Mike Edwards to City Engineer Tom Kaldunski dated April 27, 2015;
3. Memo from Eric Fosmo of Kimley-Horn and Associates, Inc. to City Planner Allan Hunting dated April 30, 2015;
4. Memo from Brett H. Emmons at Emmons & Oliver Resources, Inc. to City Engineer Tom Kaldunski dated May 1, 2015.

The City Engineer Memos are on file with the City.

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

EXHIBIT C

DEVELOPER IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or November 30, 2015, whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit or November 30, 2015, whichever occurs first	utilities (sanitary sewer and water lateral and trunk lines)
X	prior to obtaining a building permit or November 30, 2015, whichever occurs first	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit or November 30, 2015, whichever occurs first	gravel base for streets
X PUBLIC	prior to obtaining a building permit or November 30, 2015, whichever occurs first	base bituminous course for streets
X PUBLIC	November 30, 2015	grading and retaining walls for Mendota / Lebanon Greenway Trail
X PUBLIC	November 30, 2016	final pavement for Mendota Lebanon Greenway Trail

X PUBLIC	prior to obtaining a building permit or November 30, 2015, whichever occurs first	storm water facilities (storm sewer pipes, infiltration basins, water quality pre-treatment facilities) functional to level approved by City Engineer
X PUBLIC	November 30, 2016	final completion of storm water facilities (storm sewer pipes, infiltration basins, water quality pre-treatment facilities) as approved by City Engineer
X	prior to issuing certificate of occupancy for the individual subject lot	lot landscaping
X PUBLIC	See Section 4.4	street signage
X PUBLIC	November 30, 2016	final wear course of bituminous for City streets and street lights
X PUBLIC	November 30, 2016	sidewalks

The above requirements that have to be fulfilled before obtaining a building permit do not apply to the model homes on Lots 1 and 2, Block 8, Blackstone Ponds 1st Addition.

The DEVELOPER intends to construct model homes on Lots 1 and 2, Block 8, Blackstone Ponds 1st Addition. The lot must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install a gravel drive for access to the lots and the gravel drive shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.

EXHIBIT D

CITY IMPROVEMENTS

The CITY has ordered the following public improvement project:

- a. Project 2015-11 (NWA 70th Street Lift Station – Argenta District).

The CITY has proceeded to award a public improvement contract for Project 2015-11.

The CITY will install a lateral sanitary sewer and a trunk water main from the lift station site to the plat of Blackstone Ponds and the CITY will provide jacking of sewer and water under 70th Street as part of Project 2015-11.

The CITY has provided in the construction contract for Project 2015-11 that the contractor must substantially complete Project 2015-11, subject to delays due to FORCE MAJEURE, on or before October 31, 2015.

EXHIBIT E

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER must execute this DEVELOPMENT CONTRACT. Peterandrea Investments LLC, a Minnesota limited liability company, must also execute this DEVELOPMENT CONTRACT with respect to paragraph 4 of Exhibit E and with respect to Section 15.14 hereof.
 - b.) DEVELOPER must provide cash deposit for the engineering escrow amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must provide to the CITY the sealcoating payment of \$4,750 with regard to the street in the DEVELOPER IMPROVEMENTS as required under section 14 of Exhibit E.
 - e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, 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.
 - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT except for Outlots F and J, Blackstone Ponds 1st Addition.
 - g.) DEVELOPER must execute and deliver the documents listed in paragraph 20 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney. Peterandrea Investments LLC must execute and deliver the documents listed in paragraph 4 of this Exhibit E.
 - h.) DEVELOPER must pay the connection fees referenced in section 7 of this Exhibit E.
 - i.) DEVELOPER has paid \$3,200 towards the NWA Environmental Studies Fee

pursuant to City Code Section 10-3-8C.

- j.) DEVELOPER must pay \$2,500 for the computerized water model for drinking water system as referenced in section 27 of this Exhibit E.
 - k.) DEVELOPER must pay \$4,500 for storm water model updating by Emmons & Oliver Resources, Inc. as referenced in section 28 of this Exhibit E.
 - l.) DEVELOPER must pay the park dedication fee referenced in section 6 of this Exhibit E.
 - m.) DEVELOPER must pay the CITY for the lateral water benefit arising from Project 2015-11 pursuant to section 12 of this Exhibit E.
 - n.) DEVELOPER must pay the CITY for the lateral sanitary sewer benefit arising from Project 2015-11 pursuant to section 13 of this Exhibit E.
- 2.) **BUILDING PERMIT FOR LOTS.** No building permit may be obtained for any lot in the Plat of Blackstone Ponds 1st Addition until the following conditions have been met in accordance with the DEVELOPMENT PLANS; however, the CITY pursuant to section 21 of this Exhibit E, may issue a building permit for construction of the two model homes on the PLAT if the CITY determines that satisfactory progress is being made with respect to the conditions stated below:
- a.) All the conditions in section 1 of this Exhibit E have been met.
 - b.) The PLAT is recorded with the Dakota County Recorder.
 - c.) The DEVELOPMENT CONTRACT and all of the documents listed in section 20 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
 - d.) All sanitary sewer and water lateral lines have been installed; and all sanitary sewer and water trunk lines and sanitary sewer force mains have been installed and are operational.
 - e.) Sanitary sewer and water service have been installed.
 - f.) All grading, drainage and erosion control must be completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
 - g.) All storm water facilities, including any storm sewer pipes, infiltration basins, water quality pre-treatment facilities and appurtenances must be functional to a level

reasonably approved by the City Engineer.

- h.) The gravel sub-base for the streets within the PLAT has been installed and the base course of bituminous for the streets must be installed.
 - i.) The DEVELOPER must have received approval from the CITY and must have recorded the homeowner association documents required by section 19 of this Exhibit E.
 - j.) DEVELOPER must have obtained an access permit from Dakota County for access to 70th Street.
 - k.) The sanitary sewer lift station has been constructed by the CITY under Project 2015-11 and has become operational and the utilities have been constructed by the CITY under Project 2015-10 and have become operational; however, the City Engineer may waive this requirement and impose other requirements related to the utilization of the sanitary sewer lift station.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to the issuance of any certificate of occupancy for any lot in the PLAT, and in any event, **no later than November 30, 2016,** the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in sections 1 and 2 of this Exhibit E must be satisfied.
 - b.) Lot landscaping must be completed for the individual lot affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.
 - c.) For those lots that are intended to have raingardens, the raingardens must be installed.
 - d.) By November 30, 2016, the final wear course of bituminous for the Mendota Lebanon Greenway trail must be installed.
 - e.) By November 30, 2016, the final wear course of bituminous for the streets must be installed and the street lights must be installed.
 - f.) Prior to the CITY issuing a building permit for any individual lot in the plat of Blackstone Ponds 1st Addition, all retaining wall permits must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the plat of Blackstone Ponds 1st Addition that is to have a retaining wall, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building

Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the CITY.

- 4.) **DOCUMENTS TO BE DELIVERED BY PETERANDREA INVESTMENTS LLC.** Prior to the CITY executing the PLAT, Peterandrea Investments LLC must execute and deliver the following documents:
1. Development Contract for Plat of Blackstone Ponds 1st Addition;
 2. Stormwater Facilities Maintenance Agreement;
 3. Irrigation Facilities Maintenance Agreement;
 4. Natural Area/Open Space And Undisturbed Natural Area/Open Space Easement Agreement
 5. Retaining Wall Maintenance Agreement;
 6. Encroachment Agreement for Blackstone Ponds 1st Addition for Monument;
 7. Street Light Agreement;
 8. Temporary Stormwater Ponding, Drainage and Utility Easement for Outlot F, Blackstone Ponds 1st Addition;
 9. Warranty Deed for Outlot J, Blackstone Ponds 1st Addition.
- 5.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 6.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per unit amount of \$4,000, multiplied by the number of units in the PLAT. There are 46 units and as a result, the park contribution is \$4,000 (46 units multiplied by \$4,000 per unit). The park contribution fee of \$184,000 must be paid before the CITY signs the PLAT.
- 7.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee according to the formulas adopted by CITY

ordinance.

The utility plat connection fees associated with the PLAT are as follows:

Northwest Area Fees	Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Connection Fees	\$86,464.95	\$54,210	\$92,782.50	\$233,457.45

The DEVELOPER and CITY understand and agree that the water plat connection fee is subject to the credit under Section 11 of this Exhibit E.

The DEVELOPER and CITY understand and agree that the plat connection fees are payable at the time the CITY executes the PLAT.

The utility connection fees associated with obtaining a building permit are as follows:

- Sewer connection fee
- Sewer core connection fee
- Water connection fee
- Water treatment plant fee
- Water core connection fee

The DEVELOPER understands and agrees that the DEVELOPER is responsible to pay the CITY for the per lot building permit connection fees at the time of building permit. Payment shall be made on a per lot basis as a building permit is obtained for each lot.

The parties understand and agree that the above-stated Northwest Area Building Permit Connection Fees associated with the building permits for sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee payable at the time of building permits will be calculated at the time of the building permits based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT subject to section 8 below.

The fees recited in this section 7 are subject to the adjustments stated in section 8 of this Exhibit E.

Section 7 of this Exhibit E only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

- M.C.E.S. SAC Unit Fee

8.) **FEE ADJUSTMENTS.** If the following fees become payable and are paid by the DEVELOPER within three years after preliminary plat approval (the time period from November 10, 2014 through November 10, 2017) then the DEVELOPER shall pay the following fees based and computed on the CITY's fee schedule in effect on November 10, 2014, without reference to subsequent adjustments upward or downward made by the CITY in the fee schedule:

- a. Park Dedication Fees;
- b. Water Plat Connection Fees;
- c. Water Treatment Plant Fees;
- d. Water Core Connection Fees;
- e. Sanitary Sewer Plat Connection Fees;
- f. Sewer Core Connection Fee;
- g. Storm Water Plat Connection Fee.

After November 10, 2017, the above-identified fees shall be based and computed on the fee schedule then in effect when the DEVELOPER pays the fees taking into account whatever adjustments were made by the Council after November 10, 2014.

If the following fees become payable and are paid by the DEVELOPER within three years after preliminary plat approval (the time period from November 10, 2014 through November 10, 2017) then the DEVELOPER shall pay the following fees based and computed on the CITY's fee schedule in effect at the time the fees are paid subject to the limitation and cap that the computed fee amount shall not be higher than 3.5% above the fee in effect during the previous calendar year:

- a. Water Building Permit Connection Fees;
- b. Sanitary Sewer Building Permit Connection Fees.

After November 10, 2017, the Water Building Permit Connection Fees and the Sanitary Sewer Building Permit Connection Fees shall be based and computed on the fee schedule then in effect when the DEVELOPER pays the fees without any reference to the above stated limitation and cap.

9.) **UTILITY FEE SHORTAGE AND CREDITS THEREFORE.**

Subject to the credits referenced in this section, the DEVELOPER, at the time the PLAT is signed by 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 treatment plant fee, water connection and core connection fee and sewer connection and core connection fee) that

would have been payable for the densities shown for the subject PLAT 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 PLAT per the actual densities at which the subject PLAT develops.

When Blackstone Vista was platted, the difference (the Shortage Amount) 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 treatment plant fee, water connection and core connection fee and sewer connection and core connection fee) that would have been payable for the densities shown for Blackstone Vista 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 Blackstone Vista per the actual densities at which Blackstone Vista develops, were calculated by the CITY to be \$671,474 (the Blackstone Vista Shortage Amount).

The CITY applied certain credits against the Blackstone Vista Shortage Amount. Pursuant to Exhibit E of the Development Contract for the Plat of Blackstone Vista, the credits applied against the Blackstone Vista Shortage Amount were the sum of \$807,405. The difference between the Blackstone Vista Shortage Amount and the applied credits was a positive credit balance of \$135,931. This positive credit amount together with the credits resulting from Blackstone Ponds 1st Addition will be applied to the proposed plat of Blackstone Ridge.

Blackstone Vista, without credits being applied, had a Shortage Amount. It is expected that the proposed plat of Blackstone Ridge, without credits being applied, will have a Shortage Amount.

The following credits arise from the plat of Blackstone Ponds 1st Addition:

- a. The sum of \$34,930 for the Phase 1 grading and pavement of the Mendota Lebanon Greenway trail within Blackstone Ponds 1st Addition and up to \$109,500 for the conveyance of the Mendota Lebanon Greenway trail area within Blackstone Ponds 1st Addition. The Mendota Lebanon Trail affects Blackstone Ponds 1st Addition. The CITY imposed planned unit development conditions place on the DEVELOPER the responsibility to dedicate the Mendota Lebanon Trail within Blackstone Ponds 1st Addition and to grade and pave the trail. The trail right-of-way area in Blackstone Ponds 1st Addition is 1.46 acres valued at \$75,000 per acre conferring a benefit of \$109,500. The cost of grading and pavement in Phase 1 is approximately \$24.95 per linear foot for approximately 1,400 linear feet in Blackstone Ponds 1st Addition for a cost of \$34,930 in Phase 1. With respect to the cost, the CITY is granting a credit of \$24.95 per linear foot

for a credit of \$34,930 (1,400 linear feet multiplied by \$24.95 a linear foot). Subject to verification of the acreage being dedicated and subject to the actual conveyance of the trail, the conveyance of the trail area shall be estimated as a credit up to the sum of \$109,500. Subject to verification of the linear feet being graded and paved and subject to the actual grading and paving occurring, the grading and paving of the trail in Blackstone Ponds 1st Addition shall be estimated as a credit of \$34,930 for Phase 1.

A summary of the estimated credits available is:

- \$135,931 – Positive credit balance carried forward from the Development Contract for Blackstone Vista
- \$34,930 – Mendota Lebanon Greenway trail grading & paving for Phase 1
- \$109,500 – Conveyance of Mendota Lebanon Greenway trail area
- **\$280,361** – Total available credits for Blackstone Ponds 1st Addition (to be applied to the proposed plat of Blackstone Ridge)

The estimated credits set forth above shall be applied at the time Blackstone Ridge is platted; however, the credits shall be verified, reconciled and adjusted when the acreages and linear feet are determined as set forth below and when the connection fees and hook-up fees for Blackstone Ponds 1st Addition are finally determined.

The credits for trail grading and paving and trail conveyance shall be subject to verification of the actual linear feet and acreages involved. Once the actual linear feet and acreages have been determined, the credits shall be adjusted to reflect the actual figures.

The credits authorized by this section 9 shall not be applied to the connection fees and hook-up fees owed by the DEVELOPER for the actual densities and buildings being developed on the Plat of Blackstone Ponds 1st Addition or the proposed plat of Blackstone Ridge or to any other fees that are owed by the DEVELOPER for development of the plats. Any unused credits shall only be applied to the Shortage Amount that may be computed for the plat of Blackstone Ridge.

The credits in this section relating to the trail conveyance and relating to the grading and paving of the trail are subject to the contingency that the CITY and COUNTY execute a Joint Powers Agreement whereby the COUNTY agrees to pay and reimburse the CITY for the cost associated with the trail conveyance and the grading and paving of the trail pursuant to section 10 of this Exhibit E.

10.) **MENDOTA LEBANON GREENWAY TRAIL.** With respect to the Mendota Lebanon Greenway trail, the DEVELOPER has the following responsibilities and obligations:

- a. The DEVELOPER and Peterandrea Investments LLC shall convey the trail

area to the CITY by Warranty Deed or by Pedestrian Trail Easement as approved by the CITY. For this conveyance, the CITY is allowing a credit in the manner set forth in section 9 of this Exhibit E.

- b. If the CITY and the COUNTY execute a Joint Powers Agreement whereby the COUNTY agrees to pay and reimburse the CITY for the cost of grading the trail and the cost of gravel sub-base and paving the trail in Phase 1 at the amount of \$24.95 per linear foot, then in such case the DEVELOPER, upon written request by the CITY, shall grade the trail and install the gravel sub-base and construct the pavement for the trail for Phase 1 in Blackstone Ponds 1st Addition and the CITY shall in turn grant to the DEVELOPER a credit of \$24.95 per linear foot pursuant to section 9 of this Exhibit E. The CITY will make a decision to request the DEVELOPER to perform these tasks no later than the time that the DEVELOPER is scheduling construction of the streets within the PLAT of Blackstone Ponds 1st Addition; provided, however, the DEVELOPER may extend this time for making the determination. The DEVELOPER shall provide to the CITY all contracts, invoices, contactor billings and other information necessary to evidence the actual linear feet that were paved. The credits and cash reimbursement shall be based on the actual number of linear feet multiplied by the fixed price of \$24.95 per linear foot for the grading and pavement.

- c. If the CITY and the COUNTY execute a Joint Powers Agreement whereby the COUNTY agrees to pay and reimburse the CITY in the amount of \$26.41 per square foot for the 4,910 square feet of retaining walls abutting or associated with the trail, then in such case the DEVELOPER, upon written request by the CITY, shall install such retaining walls for the trail in Blackstone Ponds 1st Addition and the CITY shall in turn pay to the DEVELOPER the amount that the COUNTY has agreed to pay to the CITY for such retaining walls. The cost of such retaining walls is \$26.41 per square foot for 4,910 square feet for a total of \$129,673.10. The CITY will make a decision to request the DEVELOPER to perform these tasks no later than the time that the DEVELOPER is scheduling construction of the streets within the PLAT of Blackstone Ponds 1st Addition; provided, however, the DEVELOPER may extend this time for making the determination. The DEVELOPER shall provide to the CITY all contracts, invoices, contactor billings and other information necessary to evidence the actual square footage of the retaining walls. Reimbursement shall be based on the actual square footage of the retaining walls multiplied by the fixed square footage price of \$26.41 per square foot.

- 11.) **REIMBURSEMENT FOR WATER TRUNK LINE.** As part of the DEVELOPMENT PLANS, DEVELOPER is installing a water trunk line that will have a diameter size

sufficient to serve the PLAT as well as an area outside of the PLAT. The diameter size will also have corresponding T-connections, fittings, valves and appurtenances. The CITY agrees and recognizes that the diameter size and corresponding T-connections, fittings, valves and appurtenances create a benefit for areas outside the PLAT. As a result, the CITY will grant a credit to the DEVELOPER against the water plat connection fees up to the extra cost incurred by the DEVELOPER for sizing the water trunk line above 10 inches in size. The DEVELOPER has provided the cost information and any bids, invoices or other data relevant to the installation of the water trunk line.

The Director of the PWD has reasonably computed the credit. The credit for the water trunk line is in the amount of \$16,459.50. This amount shall be applied against the water plat connection fee amount stated in section 7 of this Exhibit E.

- 12.) **DEVELOPER PAYMENT TO CITY FOR LATERAL WATER LINE BENEFIT RESULTING FROM PROJECT 2015-11.** The DEVELOPER acknowledges and agrees that Project 2015-11 has conferred a lateral water line benefit of approximately \$32,551.90 for the Plat of Blackstone Ponds 1st Addition. The CITY is constructing Project 2015-11. To compensate the CITY for providing this benefit, the DEVELOPER agrees to pay the CITY the sum of \$315.00 per buildable lot for the 46 buildable lots in Blackstone Ponds 1st Addition at the time the plat showing such buildable lots is executed by the CITY. With regard to the re-plats of Outlots E and F, Blackstone Ponds 1st Addition, at the time the plat is approved, the owner of the land shall pay the CITY the sum of \$315.00 per buildable lot for the buildable lots in the plat at the time the plat showing such buildable lots is executed by the CITY.
- 13.) **DEVELOPER PAYMENT TO CITY FOR LATERAL SANITARY SEWER LINE BENEFIT RESULTING FROM PROJECT 2015-11.** The DEVELOPER acknowledges and agrees that Project 2015-11 has conferred a lateral sanitary sewer line benefit of approximately \$72,638.63 for the Plat of Blackstone Ponds 1st Addition. The CITY is constructing Project 2015-11. To compensate the CITY for providing this benefit, the DEVELOPER agrees to pay the CITY the sum of \$700.00 per buildable lot for the 46 buildable lots in Blackstone Ponds 1st Addition at the plat showing such buildable lots is executed by the CITY. With regard to the re-plats of Outlots E and F, Blackstone Ponds 1st Addition, at the time the plat is approved, the owner of the land shall pay the CITY the sum of \$700.00 per buildable lot for the buildable lots in the plat at the time the plat showing such buildable lots is executed by the CITY.
- 14.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the plat of Blackstone Ponds 1st Addition to protect and enhance the lifespan of the streets. The sealcoating will be completed by the CITY approximately three (3) years after the installation of the final wear course of bituminous pavement. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of \$4,750 for the work.

The amount of \$4,750 is due and payable by the DEVELOPER to the CITY at the time the

PLAT is executed by the CITY. The CITY will complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER agrees that the sealcoating benefits the plat of Blackstone Ponds 1st Addition.

- 15.) **TREE PRESERVATION.** If there are any tree preservation requirements in connection with the PLAT, the conditions imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER.
- 16.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be determined by the local electric company. DEVELOPER shall enter into a Street Light Agreement for the plat of Blackstone Ponds 1st Addition.

DEVELOPER shall pay for the energy costs for all the street lights in the PLAT through the date of December 31, 2017. Thereafter, the energy costs for the street lights shall be paid by the owners of the buildable lots within the PLAT.

The lots in the PLAT shall initially be charged a street light fee of \$4.00 per quarter. After December 31, 2017, the Council has the authority to adjust this fee from time to time to reflect additional increases in electricity costs and administrative costs.

- 17.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall follow the erosion control requirements set forth in the attached Exhibit G. The DEVELOPER must make the builder aware of the erosion control requirements and must provide a copy to the builder of such requirements.
- 18.) **CONVEYANCE OF CERTAIN OUTLOTS:** At the time the PLAT is recorded, the DEVELOPER shall convey to the CITY the following Outlots:

Outlots G, H and I, Blackstone Ponds 1st Addition.

At the time the PLAT is recorded, Peterandrea Investments LLC shall convey to the CITY the following Outlot:

Outlot J, Blackstone Ponds 1st Addition.

Conveyance of the Outlots shall be by Warranty Deed. Such Outlots shall be free and clear of any mortgages and liens. Developer and Peterandrea Investments LLC shall pay the real estate taxes for such Outlots for the year in which the Outlots are conveyed to the CITY.

- 19.) **HOMEOWNERS ASSOCIATION.** A condition of approval of building permit is that the DEVELOPER creates a Homeowners Association for all of the lots within the plat of Blackstone Ponds 1st Addition, except for Outlots G, H, I and J Blackstone Ponds 1st Addition which will be conveyed to and owned by the CITY and except for Outlot F,

Blackstone Ponds 1st Addition which is owned by Peterandrea Investments LLC and except for Outlot E, Blackstone Ponds 1st Addition which is owned by The Ryland Group, Inc.; provided, however, Outlot F, Blackstone Ponds 1st Addition and Outlot E, Blackstone Ponds 1st Addition shall be identified as “Additional Property” in the Homeowners Association documents so that they may be added to the Homeowners Association at a later time. The documents prepared by the DEVELOPER in connection with the formation of the Homeowners Association must be approved by the CITY prior to the issuance of a building permit for any home in Blackstone Ponds 1st Addition, including model homes, which approval shall not unreasonably be withheld, delayed or conditioned.

20.) **AGREEMENTS**. The DEVELOPER must comply with the following requirements and execute the agreements set forth below:

a. DEVELOPER must execute this DEVELOPMENT CONTRACT for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

b. By Warranty Deed, DEVELOPER must convey Outlots G, H and I, Blackstone Ponds 1st Addition to the CITY at the time the PLAT is recorded.

c. DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

d. DEVELOPER must execute an Irrigation Facilities Maintenance Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

e. DEVELOPER must execute a Restrictive Use Easement Agreement for the following lot within the PLAT:

- Outlot D, Blackstone Ponds 1st Addition

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

f. DEVELOPER must execute a Retaining Wall Maintenance Agreement for Blackstone Ponds 1st Addition.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- g. DEVELOPER must execute an Encroachment Agreement for the subdivision identification monument located on Outlot D, Blackstone Ponds 1st Addition.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- h. DEVELOPER must execute an Acknowledgment of Planned Unit Development Zoning.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- i. DEVELOPER must execute a Street Light Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- j. DEVELOPER must obtain approval from the CITY and must record the homeowner association documents referenced in section 19 of this Exhibit E.

- k. DEVELOPER must execute a Natural Area/Open Space And Undisturbed Natural Area/Open Space Easement Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- l. DEVELOPER must obtain a Temporary Stormwater Ponding, Drainage and Utility Easement for Outlot E, Blackstone Ponds 1st Addition.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

The agreements and documents listed in this section 20 (a) through (l), inclusive, must be recorded prior to any mortgage relating to any lots in the PLAT.

- 21.) **MODEL HOMES / SALES HOMES.** The DEVELOPER intends to construct model homes on Lots 1 and 2, Block 8, Blackstone Ponds 1st Addition. The lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install gravel drives for access to the lots and the gravel drives shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and

shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.

22.) **OUTLOT MARKER POSTS.** DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future land owners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled “Protected Area” at the cost of DEVELOPER.

23.) **CONSENT REQUIREMENTS.** DEVELOPER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department

24.) **PEDESTRIAN TRAILS.** To the extent any portion of the Mendota Lebanon Greenway trail area lies outside of outlots or outside of street right-of-way, the DEVELOPER will grant to the CITY an assignable pedestrian trail easement for the segment outside of outlots or outside of street right-of-way.

25.) **MONUMENT AT ENTRYWAY.** DEVELOPER is constructing a monument and associated landscaping at the entryway to the PLAT from 70th Street. The monument and associated landscaping will be located within Outlot D, Blackstone Vista 1st Addition and within the dedicated drainage and utility easement on Outlot D, with the CITY granting a permit to the DEVELOPER with the responsibilities for maintenance outlined in the permit. The Homeowners Association will maintain the monument and associated landscaping. If the Homeowners Association fails to maintain the monument and associated landscaping per the terms of the permit issued by the CITY, then the CITY may revoke the permit and the Homeowners Association at its cost shall remove the monument and associated landscaping as directed by the CITY. The monument and associated landscaping shall not adversely impact the sight triangles. DEVELOPER shall follow the CITY height restrictions.

26.) **RETAINING WALL REQUIRMENTS.** Prior to the CITY issuing a building permit for any individual lot in the plat of Blackstone Ponds, any retaining wall permit for that lot must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the plat of Blackstone Ponds 1st Addition that is to have a retaining wall, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the CITY.

The Retaining Wall Maintenance Agreement shall contain the same requirement.

- 27.) **WATER MODELING.** As a result of the PLAT, the CITY incurred the expense of a computerized water model for drinking water system. At the time the PLAT is signed, the DEVELOPER shall pay the CITY an amount not to exceed \$2,500 (per the quote from Stantec Consulting Services Inc. dated March 19, 2015) to reimburse the CITY for this expense.
- 28.) **STORM WATER MODEL UPDATING.** As a result of the PLAT, the CITY incurred the expense of a storm water model updating by Emmons & Oliver Resources, Inc. At the time the PLAT is signed, the DEVELOPER shall pay the CITY the sum of \$4,500 to reimburse the CITY for this expense.
- 29.) **IRRIGATION RE-USE SYSTEM FROM FRANKE LAKE.** The DEVELOPER is proposing to pump water from Franke Lake located on Outlot A, Blackstone Ponds 1ST Addition to be used for irrigation purposes on Outlots A, B, C, D, E and F, Blackstone Ponds 1ST Addition. DEVELOPER will be required to enter into an Irrigation Facilities Maintenance Agreement with the CITY whereby the DEVELOPER and the Homeowners Association assume all responsibility and obligations for construction and maintenance of the irrigation facilities.
- 30.) **GRADING OF OUTLOT F, BLACKSTONE PONDS 1ST ADDITION.** Outlot F, Blackstone Ponds 1ST Addition is owned by Peterandrea Investments LLC and is not owned by the DEVELOPER. Outlot F, Blackstone Ponds 1ST Addition will remain vacant land and will not be built upon as part of the DEVELOPER IMPROVEMENTS associated with the plat of Blackstone Ponds 1ST Addition. Outlot F, Blackstone Ponds 1ST Addition will be replatted after DEVELOPER acquires fee title. DEVELOPER intends to grade Outlot F, Blackstone Ponds 1ST Addition as part of the DEVELOPER IMPROVEMENTS. DEVELOPER must obtain a temporary construction easement from the owner of Outlot F, Blackstone Ponds 1ST Addition prior to any grading of the property.
- 31.) **PAYMENT FOR UTILITY AND STREET EXTENSION.** There is a street in the PLAT that abuts property not owned or controlled by the DEVELOPER. The DEVELOPER has to leave unbuilt a portion of the utilities and street adjoining the abutting parcel. The CITY wants to assure that this portion is either built or that the CITY has funds available to build this segment if and when the adjoining land is platted and developed.

Therefore, at the time the PLAT is signed, DEVELOPER shall pay in escrow to the CITY the sum of \$17,602 to compensate the CITY for utility and street extension with respect to the segment of the utilities and street within the PLAT that will not be extended until a future date when the abutting property adjacent to the PLAT is developed.

With regard to the escrowed sum, no interest shall be paid on the escrowed amount. If the utilities and street are extended to the boundaries of the PLAT at the time the utilities and street are installed, then after completion of the utility and street extension and acceptance

of the improvements by the CITY, the escrowed sum relating to the utility and street extension that is completed shall be paid to the DEVELOPER. On the other hand, if the utility and street extensions are not made, the CITY shall keep the escrowed sum and the CITY will then at a later date complete the utility and street extensions. The DEVELOPER has no claim to the escrowed sum that is kept by the CITY.

EXHIBIT F

ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$648,372.45
2.)	Sanitary Sewer	\$269,309.48
3.)	Watermain	\$164,059.26
4.)	Storm Sewer	\$215,997.80
5.)	Street Construction (Streets & Concrete)	\$244,154.90
6.)	Street Lights	\$20,000
7.)	Bituminous Trail	\$34,933.01
9.)	Construction debris clean up	\$10,000
10.)	Certified As-Builts	\$16,000
11.)	Landscaping	\$50,867
	SUBTOTAL	\$1,673,693.90
	Multiplied by	<u>1.25</u>
	TOTAL ESCROW:	\$2,092,117.37 say \$2,100,000

EXHIBIT F
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit the following amounts in cash with the City (hereafter “**Engineering Escrow Amount**”) contemporaneously with execution of this Development Contract:

- \$-92,000 City fees for inspection and engineering service (46 x \$2,000 per lot), including Kimley Horn
- \$-2,500 Stantec water model charges, per proposal
- \$- Emmons & Oliver Resources storm water management inspections, per proposal
- \$- Emmons & Oliver Resources erosion control inspections, per proposal
- \$-4,500 Emmons & Oliver Resources storm water model update, per proposal
- \$-0- Consultant fees for project management and contract administration (Bolton & Menk)

_____ \$- **TOTAL (DEVELOPER responsibility)**

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, engineering consultant fees, attorney’s expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City’s standard rates charged for such tasks.

Subject to the following section, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and plat landscaping on the PLAT in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

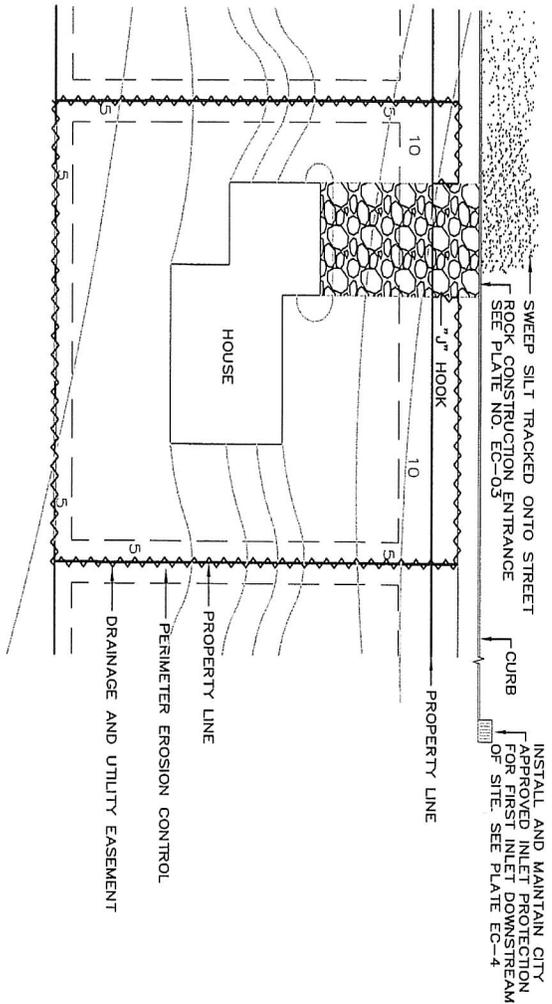
- a.) all of the lawn or vegetative cover has been established to the reasonable satisfaction of the City with respect to the infiltration basins in the plat of Blackstone Ponds.

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 \$ _____, plus the engineering consultant proposal amounts referenced above, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

The City is not required to pay any interest on the Engineering Escrow Amount.

EXHIBIT G

LOT EROSION CONTROL REQUIREMENTS



- NOTES:
1. PERIMETER EROSION CONTROL IS REQUIRED. SOME ACCEPTABLE TYPES ARE SILT FENCE, TOPSOIL BERMS, VEGETATED BUFFER STRIPS, FIBER LOGS, COMPOST BERMS, COMPOST LOGS, SHREDDED WOOD MULCH BERMS, AND ROCK BERMS.
 2. APPROVED INLET PROTECTION SHALL BE INSTALLED AND MAINTAINED AT THE FIRST CATCHBASIN DOWNSTREAM FROM CONSTRUCTION SITE. (SEE CITY STANDARD PLATE EC-04)
 3. FOR CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ISSUANCE OF THE BUILDING PERMIT.
 4. FOR NON-CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED BY NO LATER THAN THE SAME DAY THE HOUSE FOUNDATION IS BACKFILLED.
 5. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL ALL TURF IS ESTABLISHED.
 6. SILT FENCE SHALL BE "J" HOOKED AT DRIVEWAY FOR A MINIMUM OF 4'.
 7. SILT TRACKED ONTO THE STREET SHALL BE SWEEPED THE SAME DAY BY A WATER-BASED SWEEPER.
 8. ACCEPTED TEMPORARY EROSION CONTROL MEASURES FOR SOIL STABILIZATION ARE: MULCH (STRAW, SHREDDED WOOD, OR COMPOST), SPRAYED MULCH, HYDROMULCH, TACKIFIER, AND EROSION CONTROL BLANKET. TEMPORARY OR PERMANENT SEEDING MIXTURES CAN BE APPLIED WITH THE LISTED SOIL STABILIZATION MEASURES.
 9. IF APPLICABLE, THE CONTRACTOR SHALL FOLLOW THE NPDES TIMELINES FOR EROSION CONTROL.
 10. SLOPES 3:1 OR STEEPER SHALL HAVE TEMPORARY EROSION CONTROL MEASURES, SEEDING, OR SOD INSTALLED WITHIN 7 CALENDAR DAYS.
 11. FAILURE TO INSTALL OR MAINTAIN EROSION CONTROL WILL RESULT IN ISSUANCE OF AN "EROSION CONTROL CORRECTION NOTICE". FAILURE TO COMPLY WITH THE CORRECTION NOTICE MAY RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

	<p>EROSION CONTROL FOR RESIDENTIAL LOTS</p>
<p>CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT</p>	<p>4/11</p>
<p>PLATE NO. EC-01</p>	

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR THE PLAT OF BLACKSTONE PONDS 1ST ADDITION
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 22nd day of June, 2015, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and The Ryland Group, Inc., a Maryland corporation (hereafter referred to as Ryland) and Blackstone Ponds Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as Association) and Peterandrea Investments LLC, a Minnesota limited liability company (hereafter referred to as Peterandrea Investments). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Ryland. Ryland means The Ryland Group, Inc., a Maryland corporation and its successors and assigns.

1.4 Association. Association means Blackstone Ponds Homeowners Association, Inc., a Minnesota non-profit corporation and its successors and assigns.

1.5 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively located on the Storm Water Facilities Lots:

- a. "Raingarden 4" on Outlot A, Blackstone Ponds 1st Addition;

- b. "Pond 2" on Outlot D, Blackstone Ponds 1st Addition;
- c. "Raingarden 3" on Outlot D, Blackstone Ponds 1st Addition;
- d. Any raingarden or infiltration basin on any outlot in any re-plat of Outlot E, Blackstone Ponds 1st Addition which becomes owned by the Association; and
- e. Any raingarden or infiltration basin on any outlot in any re-plat of Outlot F, Blackstone Ponds 1st Addition which becomes owned by the Association.

A map dated June 16, 2015 titled "Stormwater Management Facility Approval List (Responsibility for Maintenance)" prepared by Sathre-Bergquist, Inc. depicting the location of the Storm Water Facilities is on file with the City.

1.6 Responsible Party. Responsible Party means the following:

- a. From the date hereof through December 31, 2017, the Responsible Party is Ryland and its successors and assigns.
- b. From and after January 1, 2018, the Responsible Party is the Association and its successors and assigns.

1.7 Residential Lots. Residential Lots means individually and collectively all of the lots described on the attached **Exhibit A**.

1.8 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.9 Peterandrea Investments. Peterandrea Investments means Peterandrea Investments LLC, a Minnesota limited liability company, and its successors and assigns.

1.10 Stormwater Facility Plan. "Stormwater Facility Plan" means those certain plans dated _____ with final revisions on _____, 2015 prepared by Sathre-Bergquist, Inc. and approved by the City Engineer on June ____, 2015 which includes Plan Sheets 12 through 21, as well as the "Exhibit B Final Operations and Maintenance Plan" approved by the City Engineer on June _____, 2015 and any amendments relating thereto approved by the City.

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

1.11 NWA Stormwater Manual. "NWA Stormwater Manual" means the Inver Grove Heights Northwest Area Stormwater Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.12 Development Contract. "Development Contract" means that certain contract between Ryland and City dated June 22, 2015.

1.13 Storm Water Facilities Lots. “Storm Water Facilities Lots” means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached **Exhibit D**.

ARTICLE 2
RECITALS

Recital No. 1. Ryland owns all the Residential Lots (including any buildable lots in the re-plat of Outlot E, Blackstone Ponds 1st Addition), except for the buildable lots in any re-plat of F, Blackstone Ponds 1st Addition. Peterandrea Investments owns Outlot F, Blackstone Ponds 1st Addition. Any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlots E and F, Blackstone Ponds 1st Addition are re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.

Recital No. 2. When Outlots E and F, Blackstone Ponds 1st Addition are re-platted, the buildable lots within the re-plats will be subject to the covenants, obligations, restrictions and easements that govern the Association and the fee owners of such buildable lots within the re-plats of Outlots E and F, Blackstone Ponds 1st Addition will be members of the Association.

Recital No. 3. The Storm Water Facilities benefit and will serve the Residential Lots.

Recital No. 4. The Storm Water Facilities Lots are owned by Ryland and Peterandrea Investments and will be conveyed to the Association.

Recital No. 5. The City is willing to allow the plat of Blackstone Ponds 1st Addition to be recorded if Ryland complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Ryland, and if Ryland, Peterandrea Investments and the Association execute this Storm Water Facilities Maintenance Agreement.

Recital No. 6. The Residential Owners will be members of the Association.

Recital No. 7. By this Agreement the parties seek to:

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Stormwater Facilities. Ryland agrees that the Stormwater Facilities identified in Section 1.5 of this Agreement located on Outlot D, Blackstone Ponds 1st Addition shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Ryland at a location and in a configuration as approved by the City pursuant to the Development Contract.

3.2 Maintenance of Stormwater Facilities. Responsible Party is obligated at its expense to perpetually maintain the Stormwater Facilities in accordance with the Standard of Maintenance set forth in Section 3.4 hereof. The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Stormwater Facilities for as long as the Stormwater Facilities exist. The Responsible Party shall also insure that the Stormwater Facilities always remain in compliance with the Stormwater Facility Plan. The responsibility of the Responsible Party for maintaining the Stormwater Facilities exists even though the event or omission which caused the need for maintenance of the Stormwater Facilities may arise on property outside of the plat of Blackstone Ponds.

3.3 Maintenance of Regional Basins in Outlots G, H, I and J, Blackstone Ponds 1st Addition. Responsible Party is not obligated to maintain the regional basins located in Outlots G, H, I and J, Blackstone Ponds 1st Addition. The City is obligated to maintain the regional basins located in Outlots G, H, I and J, Blackstone Ponds 1st Addition.

3.4 Standard of Maintenance. The Responsible Party must meet the Standard of Maintenance set forth in this Section 3.4.

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

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the plat of Blackstone Ponds is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:

- i. The Responsible Party shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii. Responsible Party must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Party must prepare an Operations & Maintenance Plan to show how the Responsible Party plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the plat of Blackstone Ponds. The Responsible Party has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Party and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii. The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Party;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

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

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

3.5 Notice of Non-Compliance with Section 3.2 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Party has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Party of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Party will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Party has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Party to comply with the Standard of Maintenance, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party Maintenance. If the City performs emergency service work, the Responsible Party and the City shall follow those procedures set forth in Sections 3.6 and 3.7 with respect to the billing, collection and/or tax certification of such costs.

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

The amount of costs charged by the City to the Responsible Party shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Party shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.6 by the Responsible Party, the City may certify to Dakota County the amounts due as payable for the Residential Lots 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 amount due shall be allocated equally among the Residential Lots. The Responsible Party and the Residential Owners waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

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

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

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

Ryland, Peterandrea Investments and Association hereby grant to the City a temporary right and license to access and enter the lands on which the Storm Water Facilities exist for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement and failure to cure the same within any applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Stormwater Facilities; and
- d.) any act or negligence of the Responsible Party, its agents, employees or contractors in connection with construction of the Stormwater Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Ryland and Association execute this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Ryland and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Blackstone Ponds 1st Addition.

ARTICLE 5 **MISCELLANEOUS**

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

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

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

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

5.5 Consent. Ryland and Association consent to the recording of this Agreement.

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

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

If to Ryland: The Ryland Group, Inc.
c/o Ryland Homes
7599 Anagram Drive
Eden Prairie, MN 55344

If to Association: Blackstone Ponds Homeowners Association, Inc.
Attention: Ryland Homes
7599 Anagram Drive
Eden Prairie, MN 55344

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

ARTICLE 6
INCORPORATION OF BUILDABLE LOTS IN OUTLOTS E AND F,
BLACKSTONE PONDS 1ST ADDITION INTO ASSOCIATION

6.1 Incorporation of Buildable Lots in Outlot F, Blackstone Ponds 1st Addition into Association. Peterandrea Investments LLC as the fee title owner of Outlot F, Blackstone Ponds 1st Addition, and the other parties hereto agree as follows:

1. Any infiltration basin or raingarden located on any outlot in any re-plat of Outlot F, Blackstone Ponds 1st Addition which outlot becomes owned by the Association shall be deemed to be included within the definition of Storm Water Facilities.
2. Any buildable lot in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be deemed a Residential Lot.
3. When Outlot F, Blackstone Ponds 1st Addition is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

6.2 Incorporation of Buildable Lots in Outlot E, Blackstone Ponds 1st Addition into Association. Ryland is the fee title owner of Outlot E, Blackstone Ponds 1st Addition, and the other parties hereto agree as follows:

1. Any infiltration basin or raingarden located on any outlot in any re-plat of Outlot E, Blackstone Ponds 1st Addition which outlot becomes owned by the Association shall be deemed to be included within the definition of Storm Water Facilities.
2. Any buildable lot in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be deemed a Residential Lot.
3. When Outlot E, Blackstone Ponds 1st Addition is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

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

IN WITNESS WHEREOF Ryland, Association, Peterandrea Investments and the City have entered into this Stormwater Facilities Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**ASSOCIATION:
BLACKSTONE PONDS HOMEOWNERS ASSOCIATION, INC.**

By: _____

Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2015, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the President of Blackstone Ponds Homeowners Association, Inc., a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Blackstone Ponds Homeowners Association, Inc. by authority of the Board of Directors of said non-profit corporation.

Notary Public

PETERANDREA INVESTMENTS LLC

By: _____
James Deanovic
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of June, 2015, before me a Notary Public within and for said County, personally appeared James Deanovic, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Peterandrea Investments LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Peterandrea Investments LLC by authority of the Boards of Governors of Peterandrea Investments LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 – 8, inclusive, Block 1, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 2, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 3, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 4, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 5, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 6, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 7, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 8, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 9, Blackstone Ponds 1st Addition,

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

****Further, any buildable lots in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot E, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

****Further, any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot F, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a health and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An Annual inspection report shall be submitted to the City Engineering Division by January 1st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

STRUCTURE ID:		INSPECTION DATE/TIME:		INSPECTOR(S):		
LOCATION:				POND ID:		
EASEMENT						
ACCESSIBLE	Y	N				
STRUCTURES IN ESMT.	Y	N		DESCRIPTION		
TREES IN ESMT.	Y	N		LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	SPCD	OTHER	
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE	
CONDITION*	ACCEPTABLE		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N				
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED		
COMMENTS						
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N				
COMMENTS						
SEDIMENT						
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS						
RIP RAP	PRESENT:		Y	N		
CONDITION**	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS						
ILLICIT DISCHARGE	DATE OF LAST RAINFALL EVENT:					
ODOR	Y	N		COMMENTS:		
COLOR	Y	N		COMMENTS:		
FLOATABLES IN DISCHARGES	Y	N		COMMENTS:		
STAINS/DEPOSITS IN STRUCT.	Y	N		COMMENTS:		
MAINTENANCE PERFORMED:						
SIGNED:				DATE:		

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

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

EXHIBIT D
STORM WATER FACILITIES LOTS

Storm Water Facilities means each and all of the following, individually and collectively:

Outlot A, Blackstone Ponds 1st Addition;

Outlot D, Blackstone Ponds 1st Addition;

Any outlot in any re-plat of Outlot E, Blackstone Ponds 1st Addition which becomes owned by the Association and on which there is located a raingarden or infiltration basin;

Any outlot in any re-plat of Outlot F, Blackstone Ponds 1st Addition which becomes owned by the Association and on which there is located a raingarden or infiltration basin.

**IRRIGATION FACILITIES MAINTENANCE AGREEMENT FOR
PLAT OF BLACKSTONE PONDS 1ST ADDITION
INVER GROVE HEIGHTS, MINNESOTA**

THIS IRRIGATION FACILITIES MAINTENANCE AGREEMENT FOR PLAT OF BLACKSTONE PONDS 1ST ADDITION (Agreement) is made, entered into and effective this 22nd day of June, 2015, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City), The Ryland Group, Inc., a Maryland corporation, (hereafter referred to as Ryland), and Blackstone Ponds Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as Association) and Peterandrea Investments LLC, a Minnesota limited liability company (hereafter Peterandrea Investments). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

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

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

1.3 Ryland. Ryland means The Ryland Group, Inc., a Maryland corporation and its successors and assigns.

1.4 Association. Association means Blackstone Ponds Homeowners Association, Inc., a Minnesota non-profit corporation and its successors and assigns.

1.5 Peterandrea Investments. Peterandrea Investments means Peterandrea Investments LLC, a Minnesota limited liability company, and its successors and assigns.

1.6 Irrigation Facilities. Irrigation Facilities means each and all of the following, individually and collectively:

The water reuse system that will reuse water from Franke Lake located in Outlot H, Blackstone Ponds 1st Addition and pump it into an irrigation system whereby water will be dispersed over Outlots A, B, C and D in Blackstone Ponds 1st Addition and over any outlots in any re-plat of Outlots E and F, Blackstone Ponds 1st Addition owned by the Association. Irrigation Facilities, includes, but is not limited to the irrigation pumps, irrigation pipes, valves, control units, meters, electrical connections and other appurtenances with regard to the irrigation system.

1.7 Irrigation Facility Plan. “Irrigation Facility Plan” means that certain Irrigation Facility Plan prepared by _____ and approved by the City Engineer. The Irrigation Facility Plan also includes all amendments to the plan approved by the City Engineer. The Irrigation Facility Plan will be on file with the City. The Irrigation Facility Plan also includes an Operations and Maintenance Plan.

1.8 Responsible Party. Responsible Party means, jointly and severally, each and all of the following:

- a. For the time period from the date of this Agreement to December 31, 2017, the Responsible Party means The Ryland Group, Inc., a Maryland corporation and its successors and assigns;

AND

- b. For the time period from and after January 1, 2018, the Responsible Party means Blackstone Ponds Homeowners Association, Inc., a Minnesota non-profit corporation and its successors and assigns.

1.9 Residential Lots. Residential Lots means each and all of the following, individually and collectively:

All of the lots legally described and listed on the attached Exhibit B.

1.10 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.11 Irrigation Lots. Irrigation Lots means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached Exhibit A.

ARTICLE 2 **RECITALS**

Recital No. 1. Ryland owns all the Residential Lots (including any buildable lots in the re-plat of Outlot E, Blackstone Ponds 1st Addition), except for the buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition. Peterandrea Investments owns Outlot F, Blackstone Ponds 1st Addition. Any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlots E and F, Blackstone Ponds 1st Addition are re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.

Recital No. 2. When Outlots E and F, Blackstone Ponds 1st Addition are re-platted, the buildable lots within the re-plats will be subject to the covenants, obligations, restrictions and easements that govern the Association and the fee owners of such buildable lots within the re-plats of Outlots E and F, Blackstone Ponds 1st Addition will be members of the Association.

Recital No. 3. The Irrigation Facilities will be located on the Irrigation Lots. Ryland will construct the Irrigation Facilities pursuant to the Irrigation Facility Plan and after construction will transfer ownership of the Irrigation Facilities to the Association.

Recital No. 4. The Residential Owners are or will be members of the Association.

Recital No. 5. The Association, Ryland and Peterandrea Investments are benefitted by the Irrigation Facilities. The Irrigation Facilities will benefit the Residential Lots.

Recital No. 6. The City is willing to allow the plat of Blackstone Ponds 1st Addition to be recorded if Ryland complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Ryland and if Ryland and the Association and Peterandrea Investments execute this Agreement.

Recital No. 7. The Responsible Party will own, operate, maintain and manage the Irrigation Facilities pursuant to the Irrigation Facility Plan.

Recital No. 8. By this Agreement the parties seek to:

- a.) impose upon the Responsible Party the responsibility of maintaining the Irrigation Facilities; and
- b.) provide a mechanism where the City may charge-back to the Residential Lots any maintenance work that the City performs with respect to the Irrigation Facilities in the event the Responsible Party fails to perform its obligations to maintain the Irrigation Facilities.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Irrigation Facilities. Subject to receiving all state and county permits, Ryland agrees that the Irrigation Facilities shall be constructed and installed at the sole expense of Ryland.

The Responsible Party must obtain all county and state permits to construct and maintain the Irrigation Facilities.

3.2 Maintenance of Irrigation Facilities. The Responsible Party is obligated at its expense to perpetually maintain the Irrigation Facilities.

3.3 Standard of Maintenance. The standard of maintenance shall comply with the Irrigation Facility Plan. In all events, the Responsible Party shall maintain the Irrigation Facilities so that the Irrigation Facilities are functional and operational in conformance with the purpose and design of the Irrigation Facilities. In all events the Responsible Party shall maintain the Irrigation Facilities so that the Irrigation Facilities achieve the objectives of the Irrigation Facility Plan.

The Responsible Party shall also pay the charges for electrical service for the Irrigation Facilities.

With respect to that portion of Franke Lake located on Outlot H, Blackstone Ponds 1st Addition, the Responsible Party and the Residential Owner do hereby release and discharge the City from any future claims relating to the water in the lake not being available for distribution through the Irrigation Facilities because the water quality is not safe and suitable for irrigation purposes or does not meet local, state and federal regulations for reuse for irrigation purposes.

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

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

necessary for compliance to the Responsible Owner. The amount of costs charged by the City to the Responsible Party shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the maintenance standards. The Responsible Party shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots 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 charges shall be equally allocated among the Residential Lots. The Residential Owners and the Responsible Party waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

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

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Residential Owners and the Responsible Party agree that their obligations relating to maintenance of Irrigation Facilities exist notwithstanding the fact that the Irrigation Facilities may be located in public easements or on land owned by the City. The City hereby grants to the Residential Owners and the Responsible Party a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Irrigation Facilities for the duration of the performance of the maintenance. Ryland, Peterandrea Investments and the Association hereby grant the City a temporary right and license to access and enter the lands where the Irrigation Facilities are located for the purpose of performing maintenance of the Irrigation Facilities for the duration of the performance of the maintenance.

3.8 Consent to Location and Operation of Irrigation Facilities. The City and its successors and assigns and the other parties and their successors and assigns agree and consent that the Irrigation Facilities may be placed and remain in the locations on the Irrigation Lots shown by the Irrigation Facility Plan. The City and its successors and assigns and the other parties and their successors and assigns agree that the Irrigation Lots may be irrigated by the

Irrigation Facilities in the manner and at the times that are consistent with the design and trigger mechanisms of the Irrigation Facilities as approved by the City.

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

- a.) failure by the Responsible Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement and failure to cure the same within any applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Irrigation Facilities; and
- d.) any act or negligence of the Responsible Party, its agents, employees or contractors in connection with construction of the Irrigation Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Recording of Plat. The City agrees that if the conditions set forth in the Development Contract between Ryland and the City are met, the City will allow the plat of Blackstone Ponds 1st Addition to be recorded with the Dakota County Recorder.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Irrigation Lots and shall run with the Residential Lots, and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Responsible

Party in the Residential Lots acquired by the Responsible Party after the execution date of this Agreement or after the recording date of this Agreement.

The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Residential Lots and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

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

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

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

ARTICLE 6
INCORPORATION OF BUILDABLE LOTS IN OUTLOTS E AND F,
BLACKSTONE PONDS 1ST ADDITION INTO ASSOCIATION

6.1 Incorporation of Buildable Lots in Outlot F, Blackstone Ponds 1st Addition into Association. Peterandrea Investments LLC as the fee title owner of Outlot F, Blackstone Ponds 1st Addition, and the other parties hereto agree as follows:

1. The definition of Irrigation Facilities shall include any water reuse system that will reuse water from Franke Lake located in Outlot H, Blackstone Ponds 1st Addition and pump it into an irrigation system whereby water will be dispersed over any outlots in any re-plat of Outlot F, Blackstone Ponds 1st Addition owned by the Association.
2. Any buildable lot in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be deemed a Residential Lot.
3. When Outlot F, Blackstone Ponds 1st Addition is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

6.2 Incorporation of Buildable Lots in Outlot E, Blackstone Ponds 1st Addition into Association. Ryland is the fee title owner of Outlot E, Blackstone Ponds 1st Addition, and the other parties hereto agree as follows:

1. The definition of Irrigation Facilities shall include any water reuse system that will reuse water from Franke Lake located in Outlot H, Blackstone Ponds 1st Addition and pump it into an irrigation system whereby water will be dispersed over any outlots in any re-plat of Outlot E, Blackstone Ponds 1st Addition owned by the Association.
2. Any buildable lot in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be deemed a Residential Lot.
3. When Outlot E, Blackstone Ponds 1st Addition is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

ARTICLE 7
ENCROACHMENT OF IRRIGATION FACILITIES
WITHIN CITY EASEMENT

7.1 Definitions. For purposes of this Article 7, the following terms shall have the following meanings:

- a. **City Easement.** “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easements on the Irrigation Lots dedicated to the City on the recorded plat of Blackstone Ponds 1st Addition, Dakota County, Minnesota.

- b. **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.
- c. **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 Irrigation Facilities and subsequently replacing the Irrigation Facilities in the City Easements, if such costs have not already been paid by the Responsible Party.

- d. **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 Irrigation Facilities did not exist.
- e. **Cost Differential.** “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Irrigation Facilities. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Responsible Party. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

7.2 **Recitals.**

- i. The City Easement is on the Irrigation Lots. 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.
- ii. Responsible Party has requested permission from the City to construct the Irrigation Facilities within the City Easement.
- iii. The Irrigation Facilities benefit and serve the Residential Owners and the Residential Lots.
- iv. Subject to the terms of this Agreement, the City is willing to allow the Irrigation Facilities to be constructed within the City Easement if the following conditions are met:
 - a.) The Responsible Party 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.
 - b.) The City has the right to temporarily remove the Irrigation Facilities from the City Easement in the event the City has need to access the area where the Irrigation Facilities 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.
 - c.) The City has the right to modify the Irrigation Facilities if the Irrigation Facilities materially interfere with the City Easement Improvements.

7.3 **City Not Responsible for Irrigation Facilities.** Nothing contained herein shall

be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Irrigation Facilities.

7.4 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.

7.5 Subordinate Position of Irrigation Facilities. The Irrigation Facilities in the City Easements are subordinate to the rights of the City in the City Easements and in the City Easement Improvements.

7.6 Risk of Loss. The Responsible Party understands and agrees that the Irrigation Facilities 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 Responsible Party for such events. The Responsible Party assumes the risk of installing the Irrigation Facilities in the City Easements.

7.7 Cost of Relocating Irrigation Facilities. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

Upon thirty (30) days advance written notice from the City to the Responsible Party, the Responsible Party, within thirty (30) days after such notice, shall temporarily remove and subsequently replace the Irrigation Facilities 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 Responsible Party does not perform such work, the City may temporarily remove and subsequently replace the Irrigation Facilities 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.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party 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 for such tasks.

7.7 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 Responsible Party must make payment for the Cost

Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Responsible Party.

7.8 Modifications to Irrigation Facilities. If in the future the City reasonably determines that the Irrigation Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Responsible Party, the Responsible Party shall, within thirty (30) days after such notice, make such modifications to the Irrigation Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Irrigation Facilities.

If the Responsible Party does not perform such work and if the City reasonably determines that the Irrigation Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Irrigation Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Irrigation Facilities.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party 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 for such tasks.

7.9 Remedies. If the Responsible Party 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 Responsible Party fails to make payments under Section 7.7, 7.8 and 7.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots 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 amount due shall be allocated equally among the Residential Lots. The Residential Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The Residential Owner 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 Residential Lots. The Residential Owner waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owner 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 Residential Lots.

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.

7.10 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Responsible Party obligations contained in Article 7 if the Responsible Party does not perform such obligations.

ARTICLE 8
MODIFICATION OF WATER SOURCE FROM FRANKE LAKE TO ADD
MUNICIPAL WATER CONNECTION

8.1 Ability to Modify Water Source to Add Municipal Water Connection. Responsible Party reserves the right to modify the irrigation water source from only Franke Lake to add municipal water connection as a water source for irrigation purposes. In the event the Responsible Party elects to modify the water source to add municipal water connection as a water source, the Responsible Party must obtain all approvals and permits from the City as required by City ordinance. Responsible Party will be required to pay all customary water user fees and connection fees relating to connection to the municipal water system.

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IN WITNESS WHEREOF, City, Ryland, Association and Peterandrea Investments have executed this Agreement on the day and year first stated above.

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**ASSOCIATION:
BLACKSTONE PONDS HOMEOWNERS ASSOCIATION, INC.**

By: _____

Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2015, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the President of Blackstone Ponds Homeowners Association, Inc., a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Blackstone Ponds Homeowners Association, Inc. by authority of the Board of Directors of said non-profit corporation.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF IRRIGATION LOTS

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

Outlot H, Blackstone Ponds 1st Addition, according to the plat of record and on file in the Office of the Dakota County Recorder, Dakota County, Minnesota,

AND

Outlots A, B, C and D, Blackstone Ponds 1st Addition, according to the plat of record and on file in the Office of the Dakota County Recorder, Dakota County, Minnesota;

AND

Any outlot owned by the Association in any re-plat of Outlot E, Blackstone Ponds 1st Addition on which there is located a water re-use system that reuses water from Franke Lake located in Outlot H, Blackstone Ponds 1st Addition;

AND

Any outlot owned by the Association in any re-plat of Outlot F, Blackstone Ponds 1st Addition on which there is located a water re-use system that reuses water from Franke Lake located in Outlot H, Blackstone Ponds 1st Addition;

EXHIBIT B
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 – 8, inclusive, Block 1, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 2, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 3, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 4, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 5, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 6, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 7, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 8, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 9, Blackstone Ponds 1st Addition,

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

****Further, any buildable lots in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot E, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

****Further, any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot F, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

NATURAL AREA/OPEN SPACE
AND
UNDISTURBED NATURAL AREA/OPEN SPACE
EASEMENT AGREEMENT
FOR PLAT OF BLACKSTONE PONDS 1ST ADDITION

THIS NATURAL AREA/OPEN SPACE AND UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT (“Easement Agreement”) is made this 22nd day of June, 2015, by and among and The Ryland Group, Inc., a Maryland corporation, hereinafter referred to as "Grantor" and City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City" and Peterandrea Investments LLC, a Minnesota limited liability company, hereinafter referred to as “Peterandrea Investments.” Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
TERMS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below. All other capitalized terms shall have the meaning given to them in the Development Contract.

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

1.3 Grantor. “Grantor” means The Ryland Group, Inc., a Maryland corporation, and its successors and assigns.

1.4 Property. “Property” means the following property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

- a. Outlot A, Blackstone Ponds 1st Addition, according to the plat of Blackstone Ponds (hereinafter “Plat”) on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota; and
- b. Property also includes, in the future, any land within any outlot owned by the Association within a re-plat of Outlot E, Blackstone Ponds 1st Addition, where the

owner grants to the City a Natural Area / Open Space Easement or an Undisturbed Natural Area / Open Space Easement.

- c. Property also includes, in the future, any land within any outlot owned by the Association within a re-plat of Outlot F, Blackstone Ponds 1st Addition, where the owner grants to the City a Natural Area / Open Space Easement or an Undisturbed Natural Area / Open Space Easement.

1.5 Natural Area/Open Space. “Natural Area/Open Space” means that portion of the Property legally described on the attached Exhibit A.

Natural Area/Open Space also includes, in the future, any land within any outlot owned by the Blackstone Ponds Homeowners Association, Inc. within a re-plat of Outlot E, Blackstone Ponds 1st Addition, where the owner grants to the City a Natural Area / Open Space Easement.

Natural Area/Open Space also includes, in the future, any land within any outlot owned by the Blackstone Ponds Homeowners Association, Inc. within a re-plat of Outlot F, Blackstone Ponds 1st Addition, where the owner grants to the City a Natural Area / Open Space Easement.

1.6 Undisturbed Natural Area/Open Space. “Undisturbed Natural Area/Open Space” means that portion of the Property legally described on the attached Exhibit B.

Undisturbed Natural Area/Open Space also includes, in the future, any land within any outlot owned by the Blackstone Ponds Homeowners Association, Inc. within a re-plat of Outlot E, Blackstone Ponds 1st Addition, where the owner grants to the City a Undisturbed Natural Area / Open Space Easement.

Undisturbed Natural Area/Open Space also includes, in the future, any land within any outlot owned by the Blackstone Ponds Homeowners Association, Inc. within a re-plat of Outlot F, Blackstone Ponds 1st Addition, where the owner grants to the City a Undisturbed Natural Area / Open Space Easement.

1.7 Lot Owners. “Lot Owners” means the fee title owners of the Property, and their successors and assigns.

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

IF TO GRANTOR:

The Ryland Group, Inc.
c/o Ryland Homes

7599 Anagram Drive
Eden Prairie, MN 55344

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.

1.9 Development Contract. “Development Contract” means that certain Development Contract for the plat of Blackstone Ponds 1st Addition between City and Grantor dated June 22, 2015.

1.10 Residential Lots. Residential Lots means each and all of the following, individually and collectively:

All of the lots legally described and listed on the attached Exhibit C.

1.11 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.12 Peterandrea Investments. Peterandrea Investments means Peterandrea Investments LLC, a Minnesota limited liability company, and its successors and assigns.

ARTICLE 2 **RECITALS**

2.1 Grantor owns Outlot A, Blackstone Ponds 1st Addition.

2.2 Grantor owns all the Residential Lots (including any buildable lots in the re-plat of Outlot E, Blackstone Ponds 1st Addition), except for the buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition. Peterandrea Investments owns Outlot F, Blackstone Ponds 1st Addition. Any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlots E and F, Blackstone Ponds 1st Addition are re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.

2.3 When Outlots E and F, Blackstone Ponds 1st Addition are re-platted, the buildable lots within the re-plats will be subject to the covenants, obligations, restrictions and easements that govern Blackstone Ponds Homeowners Association, Inc. and the fee owners of such buildable lots within the re-plats of Outlots E and F, Blackstone Ponds 1st Addition will be members of Blackstone Ponds Homeowners Association, Inc.

2.4 The Ryland Group, Inc. will transfer Outlot A, Blackstone Ponds 1st Addition to the Blackstone Ponds Homeowners Association, Inc.

2.5 Grantor has marketable fee title to Outlot A, Blackstone Ponds 1st Addition.

2.6 Grantor is the fee title owner of the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

2.7 Grantor and City wish to enter into an agreement which will grant to the City conservation and open space easement for conservation and preservation of the terrain and vegetation over the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and in consideration of the agreements contained herein, it is agreed by the parties as follows:

ARTICLE 3
WARRANTIES AND REPRESENTATIONS OF GRANTOR

3.1 Grantor is the fee owner of Outlot A, Blackstone Ponds 1st Addition.

3.2 Grantor has marketable fee title to Outlot A, Blackstone Ponds 1st Addition.

3.3 Grantor is the fee title owner of the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

3.4 With respect to the Natural Area/Open Space and Undisturbed Natural Area/Open Space, Grantor represents and warrants as follows:

a.) That Grantor has not used, employed, deposited, stored, disposed of, placed or otherwise knowingly allowed to come in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et seq., or Minn. Stat., Sec. 115B.01, et seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");

b.) That Grantor has not knowingly allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any Hazardous Substances;

c.) To the best of Grantor's knowledge, no previous owner, occupant or possessor of the Natural Area/Open Space and Undisturbed Natural Area/Open Space, deposited, stored, disposed of, placed, or otherwise allowed in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any Hazardous Substances.

ARTICLE 4

**GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER
NATURAL AREA/OPEN SPACE**

4.1 Grant of Perpetual Conservation and Open Space Easement over Natural Area/Open Space. Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Natural Area/Open Space for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Natural Area/Open Space. The City hereby accepts such easement.

4.2 Perpetual Duration. The duration of the Conservation and Open Space Easement with respect to the Natural Area/Open Space is perpetual.

4.3 Preservation Predominately in Undeveloped Condition. Except as otherwise stated in this Easement Agreement, the Natural Area/Open Space shall be preserved predominately as an undeveloped area and shall not be used in such a manner which would change or alter the undeveloped condition of the Natural Area/Open Space.

4.4 Restrictions. Except as necessary for grading, landscaping, and construction of streets, water, sanitary sewer, storm water, pedestrian trails and other utilities as described and depicted in the Development Plans in the Development Contract and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Natural Area/Open Space:

- a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Natural Area/Open Space without the prior written consent of the City.
- b.) No vehicles or machinery shall be stored, placed upon, or parked on the Natural Area/Open Space without the prior written consent of the City.
- c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Natural Area/Open Space without the prior written consent of the City. There shall be no dredging, drilling, mining of any nature whatsoever of the Natural Area/Open Space.
- d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Natural Area/Open Space without the prior written consent of the City. There shall be no waste, trash or garbage placed, dumped or stored upon the Natural Area/Open Space.
- e.) No trees, shrubs, or other vegetation shall be planted upon the Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a

danger to person and property may be removed without obtaining any consent from the City.

- f.) No change in the general topography or grade of the Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.

4.5 Exceptions To Restrictions. The following are exceptions to the restrictions set forth in Section 4.4:

- a.) Nothing contained herein shall impair any right of City or Grantor now held or hereafter acquired to construct or maintain private utilities within public drainage and utility easements or public utilities (including storm water facilities and irrigation systems that discharge storm water) within public drainage and utility easements to the extent depicted in the Development Plans that are also in or on the Natural Area/Open Space.
- b.) Nothing contained herein shall restrict the rights of the City to use the Natural Area/Open Space in the manner set forth in Article 8 hereof.
- c.) Within the Natural Area/Open Space, benches may be installed, grass and lawns may be planted and Lot Owners may mow the grass and lawns.
- d.) Walking, hiking and pedestrian travel are permitted in the Natural Area/Open Space.
- e.) The Natural Area/Open Space may be used for passive or active recreation; provided however, if the Natural Area/Open Space is used for active recreation, the impervious cover shall not exceed 5% of the total required Natural Area/Open Space and Undisturbed Natural Area/Open Space.
- f.) Nothing contained herein shall prevent or restrict the right of the Grantor to construct, maintain and use a paved walking or hiker/biker path in or on the Natural Area/Open Space, provided the total impervious surface of which shall not be more than 5% of the total required Natural Area/Open Space.
- g.) Notwithstanding anything to the contrary contained in this Agreement and notwithstanding the restriction contained in Section 4.5(f) of this Agreement, the City or the County of Dakota may construct and maintain the Mendota Lebanon Greenway Trail in the Natural Area/Open Space.
- h.) Notwithstanding anything to the contrary contained in this Agreement, the Lot Owner of the Property may place, locate, and use the following items within the Natural Area/Open Space:
 - Private irrigation system; and reasonable access for such systems as approved by the City

4.6 Maintenance Obligations of Lot Owners. The following are the maintenance obligations of the Lot Owners with respect to the Natural Area/Open Space:

- a.) If the City determines that any tree(s), alive or dead, in the Natural Area/Open Space pose a potential danger, then upon request of the City the Lot Owners, at their own cost and expense, shall remove such tree(s).
- b.) The Lot Owners shall be responsible for removing noxious weeds, junk, litter and diseased, dead and downed trees from the Natural Area/Open Space.
- c.) The Lot Owners shall maintain the Natural Area/Open Space subject to the provisions stated herein.
- d.) The Lot Owners shall maintain and repair the Corner Posts referenced in Article 6 hereof and the Lot Owners shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Lot Owners shall replace the Corner Posts.

ARTICLE 5
GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER
UNDISTURBED NATURAL AREA/OPEN SPACE

5.1 Grant of perpetual Conservation and Open Space Easement over Undisturbed Natural Area/Open Space. Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Undisturbed Natural Area/Open Space for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Undisturbed Natural Area/Open Space. The City hereby accepts such easement.

5.2 Perpetual Duration. The duration of the Conservation and Open Space Easement with respect to the Undisturbed Natural Area/Open Space is perpetual.

5.3 Preservation Predominately in Undisturbed Natural Condition. Except as otherwise stated in this Easement Agreement, the Undisturbed Natural Area/Open Space shall be preserved predominately in its undisturbed natural condition and shall not be used in such a manner which would change or alter the undisturbed natural condition of the Undisturbed Natural Area/Open Space.

5.4 Restrictions. Except as necessary for grading, landscaping, and construction of streets, water, sanitary sewer, storm water, pedestrian trails and other utilities as described and depicted in the Development Plans in the Development Contract and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Undisturbed Natural Area/Open Space:

- a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Undisturbed Natural Area/Open Space without the prior written consent of the City.
- b.) No vehicles, playground equipment, playground facilities or other equipment shall be stored, placed upon, or parked on the Undisturbed Natural Area/Open Space without the prior written consent of the City.
- c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Undisturbed Natural Area/Open Space without the prior written consent of the City. There shall be no dredging, drilling, mining of any nature whatsoever of the Undisturbed Natural Area/Open Space.
- d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Undisturbed Natural Area/Open Space without the prior written consent of the City. There shall be no waste, trash or garbage placed, dumped or stored upon the Undisturbed Natural Area/Open Space.
- e.) No trees, shrubs, or other vegetation shall be planted upon the Undisturbed Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Undisturbed Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a danger to person and property may be removed without obtaining any written consent from the City.
- f.) No change in the general topography or grade of the Undisturbed Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.
- g.) Except to remove noxious weeds, the areas within the Undisturbed Natural Area/Open Space shall not be mowed or cultivated without obtaining written consent from the City.

5.5 Exceptions To Restrictions. The following are exceptions to the restrictions set forth in Section 5.4:

- a.) Nothing contained herein shall impair any right of City or Grantor now held or hereafter acquired to construct or maintain public utilities (including storm water facilities and irrigation systems that discharge storm water) within public drainage and utility easements to the extent depicted in the Development Plans that are also in or on the Undisturbed Natural Area/Open Space.
- b.) Nothing contained herein shall prevent or restrict the right of the Grantor to construct, maintain and use a paved walking or hiker/biker path, in or on the Undisturbed Natural Area/Open Space, provided the total impervious surface of which shall not

be more than 2% of the total required Natural Area/Open Space and Undisturbed Natural Area/Open Space.

- c.) Nothing contained herein shall restrict the rights of the City to use the Undisturbed Natural Area/Open Space in the manner set forth in Article 8 hereof.
- d.) Notwithstanding anything to the contrary contained in this Agreement and notwithstanding the restriction contained in Section 5.5(b) of this Agreement, the City or the County of Dakota may construct and maintain the Mendota Lebanon Greenway Trail in the Undisturbed Natural Area/Open Space.
- e.) Notwithstanding anything to the contrary contained in this Agreement, the Lot Owner of the Property may place, locate, and use the following items within the Undisturbed Natural Area/Open Space:
 - Private irrigation system; and reasonable access for such systems as approved by the City

5.6 Maintenance Obligations of Lot Owners. The following are the maintenance obligations of the Lot Owners with respect to the Undisturbed Natural Area/Open Space:

- a.) If the City determines that any tree(s), alive or dead, in the Undisturbed Natural Area/Open Space poses a potential danger, then upon request of the City the Lot Owners, at their own cost and expense, shall remove such tree(s).
- b.) The Lot Owners shall be responsible for removing noxious weeds, junk, litter and diseased trees from the Undisturbed Natural Area/Open Space.
- c.) The Lot Owners shall maintain the Undisturbed Natural Area/Open Space subject to the provisions stated herein.
- d.) The Lot Owners shall maintain and repair the Corner Posts referenced in Article 6 hereof and the Lot Owners shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Lot Owners shall replace the Corner Posts.

ARTICLE 6 **OTHER DUTIES AND OBLIGATIONS**

6.1 Indemnification of City By Grantor. Grantor shall indemnify, defend, and hold the City harmless, against any and all loss, costs, damage and expense, including reasonable attorneys fees and costs, resulting from Grantor's breach of the warranties and representations in Section 3.4 hereof.

6.2 Indemnification of City By Lot Owners. The Lot Owners shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs,

expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees that the City incurs or suffers, which arise out of, result from or relate to the failure by the Lot Owners to observe or perform any covenant, condition, obligation or agreement on, its part to be observed or performed under this Easement Agreement.

6.3 Installation of Corner Posts. Before construction commences on the Property, the Grantor shall install silt fences around the boundaries of the Undisturbed Natural Area/Open Space. Before construction commences on the Property, Grantor shall install stakes to demarcate the boundaries of the Natural Area/Open Space.

Prior to any Certificate of Occupancy being issued for any lot in Blackstone Ponds, or prior to November 30, 2016, whichever occurs first, the Grantor, at its sole cost and expense, shall construct and install permanent four (4) inch by four (4) inch posts ("Corner Posts") at the boundaries of the Undisturbed Natural Area/Open Space. The exact location of the Corner Posts and the number of Corner Posts shall be determined by the City Planner. The Corner Posts may be metal stakes, if the types of metal stakes are approved by the City Planner.

The Lot Owners shall maintain the Corner Posts after installation.

ARTICLE 7 **CITY REMEDIES FOR NONCOMPLIANCE**

7.1 Remedies At Law. If the Grantor or Lot Owners do not comply with this Easement Agreement, the City shall have all remedies available to it at law and in equity; provided however, the City shall not be entitled to consequential damages or natural resources damages. In addition, the City shall have such further remedies as stated in this Article 7. No remedy herein conferred upon or reserved to the City shall be exclusive from any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Easement Agreement for 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 noncompliance or 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.

7.2 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Lot Owners have not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Lot Owners of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Lot Owners will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Lot Owners to so comply, in which case the Lot Owners shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Lot Owners have commenced a suitable cure within the initial thirty (30) days.

Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Lot Owners to comply with the terms and provisions of this Easement Agreement, in the event of an emergency presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Lot Owners and without giving the Lot Owners thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs such emergency service work, the Lot Owners shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7.3 and 7.4 with respect to the billing, collection and/or tax certification of such costs.

7.3 Payment of Costs Incurred by City. If the Lot Owners fail to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice or such other reasonable time as provided in Section 7.2, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Lot Owners.

The amount of costs charged by the City to the Lot Owners shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Lot Owners shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

7.4 Certification of Costs Payable With Taxes. If payment is not made as provided in Section 7.3, the City may certify to Dakota County the amounts due as payable with the real estate taxes in the next calendar year for the lot where the maintenance work was performed by the City; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Lot Owners waive any and all procedural and substantive objections to the imposition of such usual and customary charges. The Lot Owners hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property. The Lot Owners waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Lot Owners acknowledge that the benefit from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the lot where the City performed the maintenance.

7.5 Additional Remedy Relating to Association. If the Blackstone Ponds Homeowners Association, Inc. or a similar homeowners association becomes a Lot Owner and fails to make the payments required by this Easement Agreement, then in addition to other remedies available to the City, the City shall also have the following remedies:

- a. Certification of Costs Payable With Taxes. If payment is not made, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots 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 charges shall be equally allocated among the Residential Lots. The Residential Owners and the Lot Owner waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.
- b. Special Assessment. Further, as an alternate means of collection, if the written billing is not paid by the Lot Owner, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The Residential Owners and the Lot Owner hereby waive any and all procedural and substantive objections to special assessments for the costs and expenses incurred by the City including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owners and the Lot Owner waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Residential Owners and the Lot Owner acknowledge that the benefit from the performance of tasks by the City to ensure compliance with this Agreement equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Residential Lots.

7.6 Obligation For Maintenance Notwithstanding Public Easement. The Lot Owners agree that their obligations relating to maintenance of the Easement Area and relating to complying with the terms and provisions of this Easement Agreement exists notwithstanding the existence of this Easement Agreement in favor of the City.

7.7 License to Enter. City hereby grants to the Lot Owners a temporary right and license to enter the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the purpose of performing the maintenance obligations described herein relating to the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the duration of the performance of the maintenance. The Lot Owners hereby grant the City a temporary right and license to enter the Property for the purpose of performing maintenance of the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the duration of the performance of the maintenance.

ARTICLE 8 **CITY USE OF THE NATURAL AREA/OPEN SPACE AND** **UNDISTURBED NATURAL AREA/OPEN SPACE**

8.1 Other Rights of City. Notwithstanding anything to the contrary contained herein, the City, in its sole discretion, within the Natural Area/Open Space and Undisturbed Natural Area/Open Space may:

- a.) Install, construct and maintain improvements to assure the safe condition of the public utilities and storm water facilities solely within the drainage and utility

easements located within the Natural Area/Open Space and Undisturbed Natural Area/Open Space; and

- b.) Install, construct and maintain public utilities and storm water facilities solely within drainage and utility easements located within the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

8.2 Right of Entry. Due to the location, type, and nature of Natural Area/Open Space and Undisturbed Natural Area/Open Space, the City may be required to access the Property to make modifications necessary to ensure the proper functioning of the Natural Area/Open Space and Undisturbed Natural Area/Open Space. In that event, the Lot Owners hereby grant to the City, its agents, servants, representatives and contractors the right, privilege and license to enter upon the Property for the purposes of performing those modifications deemed necessary by the City and for all such purposes ancillary thereto. In this event, the Lot Owners waive all actions, causes of action and claims against the City, its agents, servants, representatives, and contractors for trespass on the Property. Notwithstanding the foregoing, nothing contained in this Section 8.2 shall be deemed or construed to grant the City any additional temporary or permanent easements in, over, across or under any portion of the Property.

8.3 City Duties. Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor or Lot Owners obligations contained in this Easement Agreement if the Grantor or Lot Owners fail to perform such obligations.

ARTICLE 9 **MISCELLANEOUS**

9.1 Recording of Easement Agreement. Contemporaneous with the recording of the plat of Blackstone Ponds 1st Addition, this Easement Agreement shall be filed, at the Grantor's expense, with the Dakota County Recorder's Office.

9.2 No Third Party Recourse. Third parties shall have no recourse against the City or Grantor or the Lot Owners under this Easement Agreement.

9.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Easement Agreement shall run with the Property and Natural Area/Open Space and Undisturbed Natural Area/Open Space and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

The parties also agree that this Agreement shall run with and be binding upon all after-acquired title of the Grantor with respect to the Property.

To the extent that the lots contained with the Property become owned by multiple and different parties, the fee owner of each lot is a Lot Owner within the meaning of this Agreement, but the obligations under this Agreement of the fee owner of a particular lot apply only to the lot owned by the fee owner.

The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Residential Lots and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

9.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

9.6 Counterparts. This Easement 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.

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

ARTICLE 10
INCORPORATION OF BUILDABLE LOTS IN OUTLOTS E AND F,
BLACKSTONE PONDS 1ST ADDITION INTO ASSOCIATION

10.1 Incorporation of Buildable Lots in Outlot F, Blackstone Ponds 1st Addition into Association. Peterandrea Investments LLC as the fee title owner of Outlot F, Blackstone Ponds 1st Addition, and the other parties hereto agree as follows:

1. Natural Area/Open Space also includes, in the future, any land within any outlot owned by the Blackstone Ponds Homeowners Association, Inc. within a re-plat of Outlot F, Blackstone Ponds 1st Addition, where the owner grants to the City a Natural Area / Open Space Easement.
2. Undisturbed Natural Area/Open Space also includes, in the future, any land within any outlot owned by the Blackstone Ponds Homeowners Association, Inc. within a re-plat of Outlot F, Blackstone Ponds 1st Addition, where the owner grants to the City a Undisturbed Natural Area / Open Space Easement.

3. Any buildable lot in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be deemed a Residential Lot.
4. When Outlot F, Blackstone Ponds 1st Addition is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

10.2 Incorporation of Buildable Lots in Outlot E, Blackstone Ponds 1st Addition into Association. Ryland is the fee title owner of Outlot E, Blackstone Ponds 1st Addition, and the other parties hereto agree as follows:

1. Natural Area/Open Space also includes, in the future, any land within any outlot owned by the Blackstone Ponds Homeowners Association, Inc. within a re-plat of Outlot E, Blackstone Ponds 1st Addition, where the owner grants to the City a Natural Area / Open Space Easement.
2. Undisturbed Natural Area/Open Space also includes, in the future, any land within any outlot owned by the Blackstone Ponds Homeowners Association, Inc. within a re-plat of Outlot F, Blackstone Ponds 1st Addition, where the owner grants to the City a Undisturbed Natural Area / Open Space Easement.
3. Any buildable lot in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be deemed a Residential Lot.
4. When Outlot E, Blackstone Ponds 1st Addition is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

IN WITNESS WHEREOF, City, Grantor and Peterandrea Investments have caused this Easement Agreement to be executed as of the day and year aforesaid.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

PETERANDREA INVESTMENTS LLC

By: _____
James Deanovic
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of June, 2015, before me a Notary Public within and for said County, personally appeared James Deanovic, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Peterandrea Investments LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Peterandrea Investments LLC by authority of the Boards of Governors of Peterandrea Investments LLC.

Notary Public

EXHIBIT A
NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION

That portion of Outlot A, Blackstone Ponds 1st Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota described as follows:

[insert legal description]

EXHIBIT B
UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION

That portion of Outlot A, Blackstone Ponds 1st Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota described as follows:

[insert legal description]

EXHIBIT C
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 – 8, inclusive, Block 1, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 2, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 3, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 4, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 5, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 6, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 7, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 8, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 9, Blackstone Ponds 1st Addition,

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

****Further, any buildable lots in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot E, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

****Further, any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot F, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

RETAINING WALL MAINTENANCE AGREEMENT
FOR OUTLOTS A, B, C, D, E, F, G, I AND J, BLACKSTONE PONDS 1ST ADDITION
INVER GROVE HEIGHTS, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT FOR OUTLOTS A, B, C, D, E, F, G, I AND J, BLACKSTONE PONDS 1ST ADDITION (hereafter referred to as “Agreement”) is made, entered into and effective this 22nd day of June, 2015, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and The Ryland Group, Inc., a Maryland corporation (hereafter referred to as Ryland) and Peterandrea Investments LLC, a Minnesota limited liability company (hereafter referred to as Peterandrea Investments) and Blackstone Ponds Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as Association). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Ryland.** “Ryland” means The Ryland Group, Inc., a Maryland corporation, and its successors and assigns.

1.4 **Association.** Association means Blackstone Ponds Homeowners Association, a Minnesota non-profit corporation and its successors and assigns.

1.5 **Peterandrea Investments.** Peterandrea Investments means Peterandrea Investments LLC, a Minnesota limited liability company, and its successors and assigns.

1.6 **Retaining Wall Facilities.** “Retaining Wall Facilities” means each and all of the following, individually and collectively, to the extent located within the Retaining Wall Outlots:

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing and retaining wall drainage collection appurtenances lying within the Retaining Wall Outlots.

1.7 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means all retaining walls as illustrated on the Grading Plan (Sheets 17 and 18) prepared by Sathre-Bergquist, Inc. dated _____ with final revisions on _____, 2015, and approved by the City Engineer on June __, 2015, as well as retaining wall plans approved by the City Building Official to be submitted prior to construction of the retaining walls. The Retaining Wall Construction Plan is on file with the City.

1.8 Responsible Party. Responsible Party means the following:

- a. For the time period from the date of this Agreement to December 31, 2017, the Responsible Owner means The Ryland Group, Inc., a Maryland corporation and its successors and assigns;

AND

- b. For the time period from and after January 1, 2018, the Responsible Owner means the Association and its successors and assigns.

1.9 Residential Lots. Residential Lots means each and all of the following, individually and collectively:

All of the lots legally described and listed on the attached **Exhibit A**.

1.10 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.11 Retaining Wall Outlots. Retaining Wall Outlots means the lots identified on **Exhibit B** attached hereto.

1.12 Retaining Wall Outlot Owners. Retaining Wall Outlot Owners means the fee title owners of the Retaining Wall Outlots.

1.13 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.14 DPW. “DPW” means the City’s Director of Public Works.

ARTICLE 2 **RECITALS**

Recital No. 1. Ryland will construct the Retaining Wall Facilities on Outlots A, B, C, D, G, I and J (the Retaining Wall Outlots), Blackstone Ponds 1st Addition pursuant to the Retaining Wall Construction Plan.

Recital No. 2. The Residential Owners will be members of the Association. Ryland owns all the Residential Lots (including any buildable lots in the re-plat of Outlot E, Blackstone Ponds 1st Addition) except for the buildable lots in the re-plat of Outlot F, Blackstone Ponds 1st Addition. Ryland owns all the Retaining Wall Outlots except for Outlot J, Blackstone Ponds 1st Addition. Peterandrea Investments owns Outlots F and J, Blackstone Ponds 1st Addition. Any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlots E and F, Blackstone Ponds 1st Addition are re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.

Recital No. 3. When Outlots E and F, Blackstone Ponds 1st Addition are re-platted, the buildable lots within the re-plats will be subject to the covenants, obligations, restrictions and easements that govern the Association and the fee owners of such buildable lots within the re-plat of Outlots E and F, Blackstone Ponds 1st Addition will be members of the Association.

Recital No. 4. The Association, the Residential Lots and the Residential Owners are benefitted and served by the Retaining Wall Facilities.

Recital No. 5. The City is willing to allow the plat of Blackstone Ponds 1st Addition to be recorded if Ryland complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Ryland and if Ryland (as a Residential Owner and a Responsible Party under this Agreement) and the Association and Peterandrea Investments LLC execute this Agreement.

Recital No. 6. By this Agreement the parties seek to:

- a.) impose upon the Responsible Party the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall Facilities may exist within easements dedicated or granted to the City and the public or may exist within certain Retaining Wall Outlots that are going to be conveyed to the City; and
- b.) provide a mechanism where the City may charge-back to the Responsible Party any maintenance work that the City performs with respect to the Retaining Wall Facilities in the event the Responsible Party fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

Recital No. 7. Ryland and Peterandrea Investments LLC will be conveying Outlots G, H, I and J, Blackstone Ponds 1st Addition to the City.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

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

3.2 Maintenance of Retaining Wall Facilities. The Responsible Party is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Standard of Maintenance shall also apply to any modification, alternation or relocation of the Retaining Wall Facilities. The Responsible Party shall also insure that the Retaining Wall Facilities always remain fit for the use intended, structurally sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). The responsibility of the Responsible Party for maintaining the Retaining Wall Facilities on the Retaining Wall Outlots exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Retaining Wall Outlots.

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

3.4 Notice of Non-Compliance with Section 3.1; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Party has not complied with Sections 3.1 and 3.3 hereof, the DPW shall provide written notice to the Responsible Party of such failure to comply with Sections 3.1 and 3.3. This notice shall specify that the Responsible Party will have thirty (30) days to comply with Sections 3.1 and 3.3, unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Party has commenced construction of the Retaining Wall Facilities within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Party to comply with Sections 3.1 and 3.3, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party and without giving the Responsible Party thirty (30) days to comply with Sections 3.1 and 3.3. If the City performs emergency construction work, the Responsible Party shall be obligated to repay the City the costs incurred to perform the emergency construction work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Party fails to comply with Sections 3.1 and 3.3 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance with Sections 3.1 and 3.3 and the City shall have the right of access to the areas where the Retaining Wall Facilities are to be located to perform such construction work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with Sections 3.1 and 3.3 to the Responsible Party.

The amount of costs charged by the City to the Responsible Party 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 Sections 3.1 and 3.3. The Responsible Party shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Party, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots 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 amount due shall be allocated equally among the Residential Lots. The Responsible Party waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The Responsible Party hereby waives any and all procedural and substantive objections to special assessments for such costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Responsible Party waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Party acknowledges that the benefit from the performance of the tasks by the City to ensure compliance with Sections 3.1 and 3.3 equals or exceeds the amount of the charges and assessments for compliance with Sections 3.1 and 3.3 that are being imposed hereunder upon the Residential Lots.

3.7 Obligation For Maintenance Notwithstanding Public Easement and Notwithstanding City Ownership. The Responsible Party agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall Facilities may be located in whole or in part within public easements and notwithstanding the fact that the Retaining Wall Facilities may be placed on Retaining Wall Outlots that are owned by the City.

The City hereby grants to the Responsible Party a temporary right and license to enter Retaining Wall Outlots that are owned by the City and to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Retaining Wall Facilities for the duration of the performance of the maintenance.

The Residential Owners and Retaining Wall Outlot Owners hereby grant to the City a temporary right and license to access and enter the Retaining Wall Outlots for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

3.8 Indemnification of City. Responsible Party shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations,

liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) failure by the Responsible Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement and failure to cure the same within the applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Retaining Wall Facilities;
- d.) any act or negligence by the Responsible Party, its agents, employees or contractors in connection with construction of the Retaining Wall Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Compliance with Development Contract. The City agrees that if Ryland and Association and Peterandrea Investments LLC execute this Retaining Wall Maintenance Agreement and if Ryland complies with the other conditions contained in the Development Contract between the City and Ryland of even date herewith, then the City will allow the Ryland to begin the Developer Improvements identified in the Development Contract for the plat of Blackstone Ponds 1st Addition.

ARTICLE 5 **MISCELLANEOUS**

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

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of

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

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

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

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

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

If to The Ryland Group, Inc.: The Ryland Group, Inc.
c/o Ryland Homes
7599 Anagram Drive
Eden Prairie, MN 55344

If to Association: Blackstone Ponds Homeowners Association
Attention: Ryland Homes
7599 Anagram Drive
Eden Prairie, MN 55344

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

ARTICLE 6
INCORPORATION OF BUILDABLE LOTS IN OUTLOTS E AND F,
BLACKSTONE PONDS 1ST ADDITION INTO ASSOCIATION

6.1 Incorporation of Buildable Lots in Outlot F, Blackstone Ponds 1st Addition into Association. Peterandrea Investments LLC as the fee title owner of Outlot F, Blackstone Ponds 1st Addition, and the other parties hereto agree as follows:

1. Any outlot in any re-plat of Outlot F, Blackstone Ponds 1st Addition which becomes owned by the Association on which there is located a retaining wall shall be deemed a Retaining Wall Outlot.
2. Any buildable lot in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be deemed a Residential Lot.
3. When Outlot F, Blackstone Ponds 1st Addition is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

6.2 Incorporation of Buildable Lots in Outlot E, Blackstone Ponds 1st Addition into Association. Ryland is the fee title owner of Outlot E, Blackstone Ponds 1st Addition, and the other parties hereto agree as follows:

1. Any outlot in any re-plat of Outlot E, Blackstone Ponds 1st Addition which becomes owned by the Association on which there is located a retaining wall shall be deemed a Retaining Wall Outlot.
2. Any buildable lot in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be deemed a Residential Lot.
3. When Outlot E, Blackstone Ponds 1st Addition is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

ARTICLE 7
ENCROACHMENT OF RETAINING WALL FACILITIES
WITHIN CITY EASEMENT

7.1 Definitions. For purposes of this Article 7, the following terms shall have the following meanings:

- a. **City Easement.** “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easements on the Retaining Wall Outlots dedicated to the City on the recorded plat of Blackstone Ponds 1st Addition, Dakota County, Minnesota.

- b. **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.

- c. **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 Retaining Wall Facilities and subsequently replacing the Retaining Wall Facilities in the City Easements, if such costs have not already been paid by the Responsible Party.
- d. **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 Retaining Wall Facilities did not exist.
- e. **Cost Differential.** “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Retaining Wall Facilities. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Responsible Party. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

7.2 **Recitals.**

- i. The City Easement is on the Retaining Wall Outlots. 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.
- ii. Responsible Party has requested permission from the City to construct the Retaining Wall Facilities within the City Easement.
- iii. The Retaining Wall Facilities on the Retaining Wall Outlots are part of the overall grading and drainage plan for the plat of Blackstone Ponds 1st Addition and part of the overall grading and drainage plan for the re-plat of Outlots E and F, Blackstone Ponds 1st Addition. The Retaining Wall Facilities benefit and serve the Residential Owners and the Residential Lots.
- iv. Subject to the terms of this Agreement, the City is willing to allow the Retaining Wall Facilities to be constructed within the City Easement if the following conditions are met:
 - a.) The Responsible Party 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.

- b.) The City has the right to temporarily remove the Retaining Wall Facilities from the City Easement in the event the City has need to access the area where the Retaining Wall Facilities 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.
- c.) The City has the right to modify the Retaining Wall Facilities if the Retaining Wall Facilities materially interfere with the City Easement Improvements.

7.3 City Not Responsible for Retaining Wall Facilities. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Retaining Wall Facilities.

7.4 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.

7.5 Subordinate Position of Retaining Wall Facilities. The Retaining Wall Facilities in the City Easements are subordinate to the rights of the City in the City Easements and in the City Easement Improvements.

7.6 Risk of Loss. The Responsible Party understands and agrees that the Retaining Wall Facilities 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 Responsible Party for such events. The Responsible Party assumes the risk of installing the Retaining Wall Facilities in the City Easements.

7.7 Cost of Relocating Retaining Wall Facilities. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

Upon thirty (30) days advance written notice from the City to the Responsible Party, the Responsible Party, within thirty (30) days after such notice, shall temporarily remove and subsequently replace the Retaining Wall Facilities 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 Responsible Party does not perform such work, the City may temporarily remove and subsequently replace the Retaining Wall Facilities 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.

Once the City's costs and expenses for such tasks have been determined by the City, the

City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party 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 for such tasks.

7.7 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 Responsible Party must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Responsible Party.

7.8 Modifications to Retaining Wall Facilities. If in the future the City reasonably determines that the Retaining Wall Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Responsible Party, the Responsible Party shall, within thirty (30) days after such notice, make such modifications to the Retaining Wall Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Retaining Wall Facilities.

If the Responsible Party does not perform such work and if the City reasonably determines that the Retaining Wall Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Retaining Wall Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Retaining Wall Facilities.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party 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 for such tasks.

7.9 Remedies. If the Responsible Party 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 Responsible Party fails to make payments under Section 7.7, 7.8 and 7.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots 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 amount due shall be allocated

equally among the Residential Lots. The Residential Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The Residential Owner 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 Residential Lots. The Residential Owner waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owner 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 Residential Lots.

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.

7.10 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Responsible Party obligations contained in Article 7 if the Responsible Party does not perform such obligations.

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IN WITNESS WHEREOF Ryland, Association, Peterandrea Investments and the City have entered into this Retaining Wall Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

PETERANDREA INVESTMENTS LLC

By: _____
James Deanovic
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of June, 2015, before me a Notary Public within and for said County, personally appeared James Deanovic, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Peterandrea Investments LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Peterandrea Investments LLC by authority of the Boards of Governors of Peterandrea Investments LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 – 8, inclusive, Block 1, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 2, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 3, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 4, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 5, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 6, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 7, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 8, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 9, Blackstone Ponds 1st Addition,

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

****Further, any buildable lots in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot E, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

****Further, any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot F, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

EXHIBIT B
RETAINING WALL OUTLOTS

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

Outlots A, B, C, D, G, I and J, Blackstone Ponds 1st Addition, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota; and

Any outlot in any re-plat of Outlot E, Blackstone Ponds 1st Addition which becomes owned by the Association on which there is located a retaining wall shall be deemed a Retaining Wall Outlot; and

Any outlot in any re-plat of Outlot F, Blackstone Ponds 1st Addition which becomes owned by the Association on which there is located a retaining wall shall be deemed a Retaining Wall Outlot.

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
OUTLOT D, BLACKSTONE PONDS 1ST ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON OUTLOT D, BLACKSTONE PONDS 1ST ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 22nd day of June, 2015, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and The Ryland Group, Inc., a Maryland corporation (hereafter referred to as “Ryland”) and Blackstone Ponds Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as “Association”) and Peterandrea Investments LLC, a Minnesota limited liability company (hereafter referred to as “Peterandrea Investments”). 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 Landowner. “Landowner” means the fee title owner of the Subject Land and its successors and assigns.

1.4 Association. Association means Blackstone Ponds Homeowners Association, Inc., a Minnesota non-profit corporation and its successors and assigns.

1.5 Ryland. Ryland means The Ryland Group, Inc., a Maryland corporation, and its assigns and successors.

1.6 Peterandrea Investments. Peterandrea Investments means Peterandrea Investments LLC, a Minnesota limited liability company, and its successors and assigns.

1.7 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.**

1.8 City Easement. “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easement on the Subject Land dedicated to the City on the recorded plat of Blackstone Ponds 1st Addition, Dakota County, Minnesota; and

1.9 Landowner Improvements. “Landowner Improvements” means the subdivision identification monument located on the Subject Land lying within the City Easement.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 Construction Plan. “Construction Plan” means the subdivision identification monument as illustrated on the Site Plan prepared by Sathre-Bergquist, Inc. dated May 12, 2014 with final revisions on June ____, 2015, and approved by the City Engineer on June ____, 2015. The Construction Plan is on file with the City.

1.15 Residential Lots. Residential Lots means individually and collectively all of the lots described on the attached **Exhibit B**.

1.16 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

ARTICLE 2 **RECITALS**

Recital No. 1. Ryland owns all the Residential Lots (including any buildable lots in the re-plat of Outlot E, Blackstone Ponds 1st Addition), except for the buildable lots in any re-plat of F, Blackstone Ponds 1st Addition. Peterandrea Investments owns Outlot F, Blackstone Ponds 1st Addition. Any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlots E and F, Blackstone Ponds 1st Addition are re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.

Recital No. 2. When Outlots E and F, Blackstone Ponds 1st Addition are re-platted, the buildable lots within the re-plats will be subject to the covenants, obligations, restrictions and easements that govern the Association and the fee owners of such buildable lots within the replats of Outlots E and F, Blackstone Ponds 1st Addition will be members of the Association.

Recital No. 3. Ryland is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota. Ryland intends to convey the Subject Land to the Association.

Recital No. 4 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 5. Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement.

Recital No. 6. The Landowner Improvements benefit and serve the Residential Owners and the Residential Lots.

Recital No. 7. The Residential Owners will be members of the Association.

Recital No. 8. 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 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.
- b.) The City has the right 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.
- c.) The City has the right to modify the Landowner Improvements if the Landowner Improvements materially interfere with the City Easement Improvements.

ARTICLE 3
AGREEMENTS

3.1 Construction and Maintenance of Landowner Improvements. The Landowner Improvements may be constructed within the City Easement pursuant to the Construction Plan. The Landowner Improvements shall only be at the locations specified in the Construction Plan.

Landowner shall 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 Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

Upon thirty (30) days advance written notice from the City to the Landowner, the Landowner, within thirty (30) days after such notice, shall 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 work, the City may 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.

Once the City's costs and expenses for such tasks 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 for such tasks.

3.7 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.

3.8 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 upon thirty (30) days advance written notice by the City to the Landowner, the Landowner shall, within thirty (30) days after such notice, make such modifications to the Landowner Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If the Landowner does not perform such work and if 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 City may make such modifications to the Landowner Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

Once the City's costs and expenses have been determined by the City for such modification tasks, 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 for such tasks.

3.9 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 and 3.8, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots 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 amount due shall be allocated equally among the Residential Lots. The Residential Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

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 Residential Lots for the costs and expenses incurred by the City. The Residential Owner 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 Residential Lots. The Residential Owner waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owner 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 Residential Lots.

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.

3.10 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.

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

3.12 Recording. The Landowner shall record this Agreement with the Dakota County Recorder against the Subject Land and Residential Lots and within 30 days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

3.13 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and the Residential Lots 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 Residential Owner in the Residential Lots acquired by the Residential Owner after the execution date of this Agreement or after the recording date of this Agreement.

3.14 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.

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

3.16 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.

3.17 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
INCORPORATION OF BUILDABLE LOTS IN OUTLOTS E AND F,
BLACKSTONE PONDS 1ST ADDITION INTO ASSOCIATION

4.1 Incorporation of Buildable Lots in Outlot F, Blackstone Ponds 1st Addition into Association. Peterandrea Investments LLC as the fee title owner of Outlot F, Blackstone Ponds 1st Addition, and the other parties hereto agree as follows:

1. Any buildable lot in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be deemed a Residential Lot.

2. When Outlot F, Blackstone Ponds 1st Addition is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

4.2 Incorporation of Buildable Lots in Outlot E, Blackstone Ponds 1st Addition into Association. Ryland is the fee title owner of Outlot E, Blackstone Ponds 1st Addition, and the other parties hereto agree as follows:

1. Any buildable lot in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be deemed a Residential Lot.
2. When Outlot E, Blackstone Ponds 1st Addition is re-platted, the buildable lots within the re-plat shall become a part of the Association and the parties shall execute any necessary instruments to make the fee owners of such lots members of the Association and to subject the lots to the covenants, obligations, restrictions and easements that govern the Association.

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IN WITNESS WHEREOF, the parties have executed this Agreement Relating to Landowner Improvements within City Easement on Outlot D, Blackstone Ponds 1st Addition on the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

Outlot D, Blackstone Ponds 1st Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 – 8, inclusive, Block 1, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 2, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 3, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 4, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 5, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 6, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 7, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 8, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 9, Blackstone Ponds 1st Addition,

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

****Further, any buildable lots in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot E, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

****Further, any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot F, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

RESTRICTIVE USE EASEMENT AGREEMENT
FOR OUTLOT D, BLACKSTONE PONDS 1ST ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR OUTLOT D, BLACKSTONE PONDS 1ST ADDITION (Easement Agreement) is made this 22nd day of June, 2015, by and between The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - 1) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 © and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 ©, the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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 Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

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

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

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IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Outlot D, Blackstone Ponds 1st Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Outlot D, Blackstone Ponds 1st Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

An easement for restricted use purposes lying over, under and across all that part of Outlot D, Blackstone Ponds 1st Addition, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

[insert legal description]

Depiction of Easement Area
(Part of Exhibit B)

PUD ZONING ACKNOWLEDGMENT AGREEMENT
FOR THE PLAT OF BLACKSTONE PONDS 1ST ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS PUD ZONING ACKNOWLEDGMENT AGREEMENT (Agreement) is made this 22nd day of June, 2015, between The Ryland Group, Inc., a Maryland corporation (herein referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

WHEREAS, Owner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in Exhibit A.

NOW THEREFORE, the parties hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to Planned Unit Developments, and subject to the Planned Unit Development Plans that have been approved by the City on June 22, 2015, listed on the attached Exhibit B (the Development Plans) and subject to any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinance relating to Planned Unit Developments, the Development Plans shall supersede.

The parties also hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to the Northwest Area Overlay District any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinances relating to the Northwest Area Overlay District, the Development Plans shall supersede.

This Agreement shall be binding upon the parties hereto and any successors and assigns, and all subsequent parties who obtain an ownership, contract, leasehold, or any other interest in the property, and shall inure to the benefit of the parties hereto any successors, assigns, or transferees, and shall run with the land described on the attached Exhibit A.

The parties further acknowledge and agree that at Owner's expense this Agreement shall be filed with the Dakota County Recorder's office against the property described in Exhibit A.

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

IN WITNESS WHEREOF, The Ryland Group, Inc. and the City of Inver Grove Heights have caused this PUD Zoning Acknowledgement Agreement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

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

Lots 1 – 8, inclusive, Block 1, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 2, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 3, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 4, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 5, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 6, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 7, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 8, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 9, Blackstone Ponds 1st Addition,

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

****Further, any buildable lots in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot E, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

****Further, any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot F, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

EXHIBIT B
LIST OF APPROVED PUD DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Site Plan	5-12-14	Sathre-Bergquist, Inc.
Title (Sheet 1 of 27)	5-12-14	Sathre-Bergquist, Inc.
Lighting, Guest Parking And Signage Plan (Sheet 2 of 27)	5-12-14	Sathre-Bergquist, Inc.
Street Plan (Sheets 3 – 5 of 27)	5-12-14	Sathre-Bergquist, Inc.
Intersection Plans (Sheet 6 of 27)	5-12-14	Sathre-Bergquist, Inc.
Trail Plan (Sheets 7 and 8 of 27)	5-12-14	Sathre-Bergquist, Inc.
Sanitary Sewer and Watermain Plan (Sheets 9-11 of 27)	5-12-14	Sathre-Bergquist, Inc.
Storm Sewer Plan (Sheets 12-15 of 27)	5-12-14	Sathre-Bergquist, Inc.
Infiltration Basins (Sheet 16 of 27)	5-12-14	Sathre-Bergquist, Inc.
Grading Plan (Sheets 17-18 of 27)	5-12-14	Sathre-Bergquist, Inc.
Erosion Control Plan (Sheet 19 of 27)	5-12-14	Sathre-Bergquist, Inc.
Temp Sed Basin Details	5-12-14	Sathre-Bergquist, Inc.

(Sheet 20 of 27)

Wetland Buffer Averaging Plan	5-12-14	Sathre-Bergquist, Inc.
Tree Survey (Sheets 22-23 of 27)	6-9-14	Sathre-Bergquist, Inc.
Details (Sheets 24-27 of 27)	12-18-14	Sathre-Bergquist, Inc.

** Final revisions made on June ____, 2015.

The above-listed Development Plans were approved by the City Engineer on June ____, 2015.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Blackstone Ponds 1st Addition (the "City Engineer Memos"):

1. Memo to File from City Planner Allan Hunting dated April 15, 2015;
2. Memo from Mike Edwards to City Engineer Tom Kaldunski dated April 27, 2015;
3. Memo from Eric Fosmo of Kimley-Horn and Associates, Inc. to City Planner Allan Hunting dated April 30, 2015;
4. Memo from Brett H. Emmons at Emmons & Oliver Resources, Inc. to City Engineer Tom Kaldunski dated May 1, 2015.

The City Engineer Memos are on file with the City.

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

**RESIDENTIAL STREET LIGHT AGREEMENT FOR
PLAT OF BLACKSTONE PONDS 1ST ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS RESIDENTIAL STREET LIGHT AGREEMENT FOR BLACKSTONE PONDS 1ST ADDITION (Agreement) is made this 22nd day of June, 2015, by and between The Ryland Group, Inc., a Maryland corporation, hereafter referred to as “Ryland”, and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City" and Peterandrea Investments LLC, a Minnesota limited liability company, hereinafter referred to as “Peterandrea Investments.” Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
TERMS

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

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

1.3 Ryland. “Ryland” means The Ryland Group, Inc., a Maryland corporation, the current fee title owner of the Residential Lots, and its successors and assigns.

1.4 Peterandrea Investments. Peterandrea Investments means Peterandrea Investments LLC, a Minnesota limited liability company, and its successors and assigns.

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

1.6 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.7 Street Lights. Street Lights means all the existing or future street lights installed on the public right-of-way within the plat of Blackstone Ponds 1st Addition.

ARTICLE 2
RESIDENTIAL OWNER OBLIGATIONS

2.1 Street Light Plan Must Be Approved. Ryland agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The Street Light Plan shall show the design, type, size and location of all Street Lights to be located within and along the public right-of-way in the plat of Blackstone Ponds 1st Addition.

2.2 Installation of Street Lights. Ryland, at its own expense, shall install the Street Lights as provided in the Street Light Plan. The Street Lights shall be installed no later than the time that the public streets within the plat of Blackstone Ponds 1st Addition are constructed.

2.3 Payment of Energy Costs for First Two Years. Before recording of the plat of Blackstone Ponds 1st Addition, Ryland shall prepay the City for the energy costs of the Street Lights for the two (2) calendar years of 2016 and 2017 by paying the City the amount of \$150.00 per Street Light per year.

2.4 Responsibility of Residential Owners. Beginning with calendar year 2018, and continuing thereafter, the Residential Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

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

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

The Residential Owners and their successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Residential Lots. Further, the Residential Owners and their successors and assigns thereof hereby waive any and all procedural and substantive objections to special assessments for the costs of the Street Lights including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The

Residential Owners and their successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owners and their successors and assigns acknowledge that the benefit from the Street Lights equal or exceed the amount of the charges and assessments for the maintenance, repair, replacement and energy costs that are being imposed under this Agreement.

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

The Residential Owners agree that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-way in the plat of Blackstone Ponds 1st Addition.

2.5 Warranty of Ownership. Ryland owns all the Residential Lots (including any buildable lots in the re-plat of Outlot E, Blackstone Ponds 1st Addition), except for the buildable lots in any re-plat of F, Blackstone Ponds 1st Addition. Peterandrea Investments owns Outlot F, Blackstone Ponds 1st Addition. Any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlots E and F, Blackstone Ponds 1st Addition are re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.

When Outlots E and F, Blackstone Ponds 1st Addition are re-platted, the buildable lots within the re-plats will be subject to the covenants, obligations, restrictions and easements that govern the Blackstone Ponds Homeowners Association, Inc. and the fee owners of such buildable lots within the re-plats of Outlots E and F, Blackstone Ponds 1st Addition will be members of the Blackstone Homeowners Association, Inc.

ARTICLE 3 **CITY'S COVENANTS**

3.1 Allowing Plat To Be Recorded. The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will allow the plat of Blackstone Ponds 1st Addition to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Owner enter into this Residential Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4 **MISCELLANEOUS**

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

4.2 Recording. Owner shall record this Agreement with the Dakota County Recorder after the plat of Blackstone Ponds 1st Addition is recorded, and Owner shall present evidence to

the City that this Agreement has been recorded.

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

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

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

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

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

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

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IN WITNESS WHEREOF, Ryland, Peterandrea Investments and City have executed this Residential Street Light Agreement as of the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

PETERANDREA INVESTMENTS LLC

By: _____
James Deanovic
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of June, 2015, before me a Notary Public within and for said County, personally appeared James Deanovic, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Peterandrea Investments LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Peterandrea Investments LLC by authority of the Boards of Governors of Peterandrea Investments LLC.

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 RESIDENTIAL LOTS

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

Lots 1 – 8, inclusive, Block 1, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 2, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 3, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 4, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 5, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 6, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 7, Blackstone Ponds 1st Addition,
Lots 1 – 4, inclusive, Block 8, Blackstone Ponds 1st Addition,
Lots 1 – 6, inclusive, Block 9, Blackstone Ponds 1st Addition,

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

****Further, any buildable lots in any re-plat of Outlot E, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot E, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

****Further, any buildable lots in any re-plat of Outlot F, Blackstone Ponds 1st Addition shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot F, Blackstone Ponds 1st Addition is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot.**

TEMPORARY STORMWATER PONDING, UTILITY AND DRAINAGE EASEMENT
FOR OUTLOT E, BLACKSTONE PONDS 1ST ADDITION
DAKOTA COUNTY, MINNESOTA

THIS TEMPORARY STORMWATER PONDING, UTILITY AND DRAINAGE EASEMENT FOR OUTLOT E, BLACKSTONE PONDS 1ST ADDITION (Easement) is made, granted and conveyed this 22nd day of June, 2015, between The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

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

A temporary easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities, drainage, storm water ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains (hereinafter “**Temporary Easement**”) under, over, across, through and upon that real property legally described and depicted on **Exhibit B** (hereinafter the “**Temporary Easement Area**”) attached hereto and incorporated herein by reference.

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

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

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Temporary Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate.

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

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

themselves or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

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

This Easement shall expire and be of no force and effect from and after the recording of any re-plat of the Landowner's Property approved by the City.

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Outlot E, Blackstone Ponds 1st Addition, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF TEMPORARY EASEMENT AREA

[to be inserted]

TEMPORARY STORMWATER PONDING, UTILITY AND DRAINAGE EASEMENT
DAKOTA COUNTY, MINNESOTA

THIS TEMPORARY STORMWATER PONDING, UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 22nd day of June, 2015, between Peterandrea Investments LLC, a Minnesota limited liability company (hereinafter individually and collectively referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

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

A temporary easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities, drainage, storm water ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains (hereinafter “**Temporary Easement**”) under, over, across, through and upon that real property legally described and depicted on **Exhibit B** (hereinafter the “**Temporary Easement Area**”) attached hereto and incorporated herein by reference.

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

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

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Temporary Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate.

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

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

themselves or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

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

This Easement shall expire and be of no force and effect from and after the recording of any re-plat of the Landowner's Property approved by the City.

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Outlot F, Blackstone Ponds 1st Addition, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF TEMPORARY EASEMENT AREA

[to be inserted]

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$ 1.65

Date: June 22, 2015

FOR VALUABLE CONSIDERATION, The Ryland Group, Inc., a corporation under laws of Maryland, (“Grantor”), hereby conveys and warrants to City of Inver Grove Heights, a municipal corporation under the laws of Minnesota, (“Grantee”), real property in Dakota County, Minnesota, legally described as follows:

Outlots G, H and I, Blackstone Ponds 1st Addition, according to the plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

total consideration for this transfer is less than \$500.00.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

Check box if applicable:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

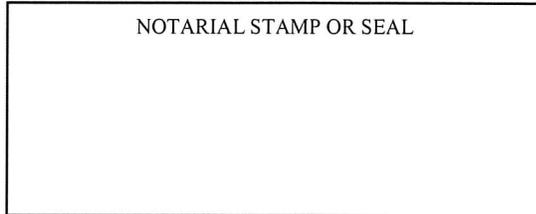
THE RYLAND GROUP, INC.

By: _____

Michael W. DeVoe
Its: Operational Vice President

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on June _____, 2015, by Michael W. DeVoe, as Operational Vice President of The Ryland Group, Inc., a corporation under the laws of Maryland on behalf of the corporation.



SIGNATURE OF NOTARIAL OFFICER

Title (and Rank): Notary Public
My commission expires: _____

Check here if part or all of the land is Registered (Torrens)

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

City of Inver Grove Heights
ATTN: Finance Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Ph: 651-451-1831 / Fax: 651-450-7384
#58993

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$ 1.65

Date: June 22, 2015

FOR VALUABLE CONSIDERATION, Peterandrea Investments LLC, a limited liability company under laws of Minnesota, (“Grantor”), hereby conveys and warrants to City of Inver Grove Heights, a municipal corporation under the laws of Minnesota, (“Grantee”), real property in Dakota County, Minnesota, legally described as follows:

Outlots J, Blackstone Ponds 1st Addition, according to the plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

total consideration for this transfer is less than \$500.00.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

Check box if applicable:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

PETERANDREA INVESTMENTS LLC

By: _____
James Deanovic
Its: Chief Manager

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

REPORT DATE: June 12, 2015

CASE NO: 15-12PUD

APPLICANT: Ryland Homes

REQUEST: Final Plat and Final PUD Development Approval for Blackstone Ponds 1st Addition

MEETING DATE: June 16, 2015

LOCATION: North side of 70th Street, along Eagan boundary

COMPREHENSIVE PLAN: LMDR-NWAPUD

ZONING: R-3B/PUD

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Ryland Homes has submitted the final plat and final development plan for Blackstone Ponds 1st Addition. The plat consists of 46 townhome lots plus 10 outlots. The balance of the site, Outlots E and F will be replatted into Blackstone Ponds 2nd Addition in the future. The second phase is expected to complete the 104 unit project.

The City Council approved the preliminary plat and development plans for all three Blackstone neighborhoods on November 10, 2014.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 44 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

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

Final Plat. The lot layout is the same as the preliminary plat. Outlots are being created around the storm ponds, the lake and wetland. The remaining 58 units and balance of public right-of-way will be platted with phase II.

Site Plan. The site plan is consistent with the preliminary plans. The lot configuration and design are the same as the preliminary site plan.

Open Space Plan. The open space plan is consistent with the preliminary plan. A summary table is shown on the site plan. The open space still exceeds the minimum required and meets the undisturbed requirements.

Landscape Plan and Tree Inventory. The submitted final plans are consistent with the preliminary plans. The number of plantings provided exceeds the standard amount required, however, the additional plantings are part of the overall planting/reforestation for the entire Blackstone project. The final count and balance will occur with Blackstone Ridge.

Trail Plan. The City is working with Dakota County and the developer for the construction of the Mendota-Lebanon Hills Regional Trail through the development. The alignment and connections are consistent with the preliminary plans. The trail will eventually go under 70th Street connecting Vista to Ponds and the trail will go around the back side of the units along the wetland, ultimately connecting back to 70th Street on the west side of the development. Construction of the trail in phase I is to occur with the plat grading and construction. Details of the costs and construction responsibilities will be addressed in the development contract.

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

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easements over the main drainage areas. The City Engineer has reviewed the plat and finds the necessary easements are in place. There will be more review and refinement as we discuss the development contract and if any other easements are required, they will be shown on the final plat prior to City Council review.

Condition #4 relating to ownership of natural area/open space. There will be portions of the open space that are on outlots that will be owned by the home owners association and the city. Those open space areas on private property will have conservation easements over them protecting the use. Conservation easements are being drafted for these areas and will be part of the overall package the City Council will approve.

Condition #5 relating to park dedication. Park dedication will consist of a cash payment of \$4,000 per lot. With 46 lots, cash park dedication will equal \$184,000. The park dedication fees are collected at time of final plat release.

Condition #6 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and is working with the applicant to verify compliance with emergency vehicle access

at the end of the public street. These final details will be worked out prior to any permits issued for the site.

Condition #7 relating to County Review. The final plat has been reviewed by Dakota County and the plat is consistent with their right-of-way needs.

Condition #8 and #9 relating to storm water facilities maintenance agreement and responsibilities. The developer will be required to enter into a maintenance agreement with the City for all of the storm water features. The details of the agreement will be addressed during the development contract meeting which is currently in progress. The City Engineer is involved in the drafting of the agreements to insure all of the design elements of the Northwest Storm Water Manual are incorporated into the maintenance agreement. The City Council will review and take action on the maintenance agreement with the development contract.

Condition #10 relating to executing a conservation easement over those areas required for open space. Since some of the required open space will be in private ownership, the documents for approval will include conservation easements over the disturbed and undisturbed open space.

Condition #11 relating to payment of plat utility fees. The development contract will address the specific fees that the developer must pay before plat release as part of the funding for the infrastructure of the sewer and water for the Northwest Area. The Council adopted an ordinance which specifies fees to be paid at time of final plat release. There will also be additional fees collected at time of building permit for all residential structures. This condition was intended to state the developer's responsibility for paying these fees.

Condition #12 relating to credits given towards Northwest Area utility connection fees. The City Council approved the preliminary plans with some credits given to the developer. The credits were spelled out in a separate resolution. Staff is in the process of verifying compliance with the conditions in that resolution. This will be addressed with city council review.

Condition #13 relating to payment of building permit fees. This condition was intended to state the developers are responsible for payment of building permit fees as noted in the condition. These fees are collected at time of building permit.

Condition #14 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 15 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future land owners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #16 relating to entering into a development contract. This process has begun. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #17 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to insure all documents are recorded.

Condition #18 relating to construction of sanitary sewer and water trunk lines for the plats. The City Engineer is working with the developer and city attorney to address construction and any credits given. This will be finalized in the development contract.

Condition #19 relating to maintenance of the private streets in Blackstone Ponds. The private roads are to be maintained by the homeowners association and this will be reflected in the development agreements.

Condition #20 relating to wetland buffers. A wetland buffer is shown on the plans around the DNR wetland on the north end of the site. The County regional trail will be constructed to the edge of the wetland buffer along most of this area.

Condition #21 relating to noise mitigation measures in home construction per overlay district. The building permit plans will be required to address the airplane noise mitigation measures that are listed in the ordinance. Plans will be reviewed by the Inspections Department.

Condition #22 relating to plans meeting the comments from the engineering consultants. The City Engineer has indicated the plans have addressed the comments from the city's consultants. There are a few minor changes yet to be addressed, but these will be addressed prior to council review. The City Engineer is comfortable with the plans and recommends approval.

Condition #23 relating to street lighting. The applicant has provided a street lighting plan which shows lights at street intersections. Lights are installed by the developer and lighting costs are eventually charged to the individual lots. This condition has been satisfied.

Condition #24 relating to trail easements for the Mendota-Lebanon Regional Trail. The final plat shows the regional trail will be in city owned outlots and therefore, the developer should not have to provide any easements to the city. Final alignments of the trail dictating easement widths may result in some areas needing dedication to the City. The City will grant easement to the County over the outlots for the trail as the trail will ultimately be owned and maintained by the County. The Parks and Recreation Director is working with Dakota County Parks staff to address all of the requirements and agreements for the regional trail. This will be approved by the Council either with the PUD plans or at a later meeting.

Condition #25 relating to boundaries of open space with marker posts. Engineering has created a post and sign template for developers to use to mark the open space boundary. The final location of the posts will be approved by Engineering and will be field inspected.

Condition #26 relating to setbacks. The plans reflect the required internal setback for the lots, the required 75 foot setback from Frankie Lake in the northeast corner of the site and the 50 foot setback from 70th Street.

Condition #27 relating to Blackstone Ridge open space. This condition not applicable to this phase.

Condition #28 relating to Blackstone Ridge and future alignment of Argenta Trail. This condition not applicable to this phase.

Condition #29 relating to overall project approval subject to comp plan amendment for Argenta Trail alignment. Both the City and County have approved the alignment of Argenta Trail. The Metropolitan Council approved the comp plan amendment relating to the road alignment change on May 19, 2015. This condition has been satisfied.

Condition #30 relating to 65th Street connection in Blackstone Ridge. This condition not applicable to this phase.

Condition #31 relating to collector street connections in Blackstone Ridge. This condition not applicable to this phase.

Condition #32 relating to collector streets 65th and 67th in Blackstone Ridge. This condition not applicable to this phase.

Condition #33 relating to storm water management in Blackstone Ridge. This condition not applicable to this phase.

Condition #34 relating to construction of utilities for Blackstone Ridge. This condition not applicable to this phase.

Condition #35 relating to maintenance of the emergency access to Blackstone Ponds. This condition not applicable to this phase. The emergency access is not needed for phase I. It will be a requirement and constructed as part of phase II.

Condition #36 relating to comments from the Director of Parks and Recreation. The comments relating to Blackstone Ponds are for the County regional trail. City staff, County staff and the developer have met to discuss the details of the construction of the trail. The entire trail will not be constructed with phase I. In phase I, the trail will be constructed westerly to a point equal to the western most private drive shown in phase II. The balance including the connection back to 70th Street will be constructed with phase II. A joint powers agreement will

be set up between the city and county to address maintenance. The city will grant a trail easement to the county over the outlots for the trail. Further details of the trail construction obligations will be addressed in the development contract.

Condition #37 relating to impervious surface calculations per lot for the development. The applicant's engineer is working on preparing impervious surface calculations for the lots. With a townhouse plat, the building and any future additions are limited to the individual lot area that is not much larger than the original townhome. This final detail will be reviewed prior to city council review.

Condition #38 relating to parking in Blackstone Ponds. A parking plan has been prepared for phase I. The plan identifies parking potential for 27 cars along the public street and in two guest parking areas. Some additional parking can be accommodated on the individual unit driveways. While standard parking requirements are met with the two-car garage and driveway, Council wants to make sure there are additional parking spaces provided for guest parking. IN this situation, additional parking is provided.

Condition #39 relating to city ordering public improvement projects for the trunk water main and sewer. The City Council has approved the improvement projects for the trunk sewer, water and lift station. These are currently under construction. The trunk sewer and water will be constructed under 70th Street and to the property line for the Ponds development to connect. This condition has been satisfied.

Conditions #40 and #41 relating to funding the extension of trunk utilities. The City Council has approved the funding for the project. This condition has been satisfied.

Condition #42 relating to acquisition of easements for the trunk utility lines. All easements for the trunk sewer and water have been acquired. This condition has been satisfied.

Condition #43 relating to payment of all escrow account balances with plat release. Details of this condition are covered in the development contract.

Condition #44 relating to park dedication, utility connection and hook-up fees. This condition spells out how the fees will be calculated for the first three years after the project was originally approved. This is an ongoing condition that will be looked at with all three development neighborhoods.

ALTERNATIVES

A. Approval. If the Planning Commission finds the proposed Final plat and Final PUD development plans for Blackstone Ponds 1st Addition, a recommendation of approval should be made subject to the following conditions:

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

Preliminary PUD conditions of approval and site plan	
Final Plat (2 sheets)	
Site Plan/Open Space Plan	dated 5/15/15
Lighting, Signage and Guest Parking Plan	dated 5/15/15
Street Plan (3 sheets)	dated 5/15/15
Intersection Plan	dated 5/15/15
Trail Plan (2 sheets)	dated 5/15/15
Sanitary and Watermain Plan (3 sheets)	dated 5/15/15
Storm Sewer Plan (4 sheets)	dated 5/15/15
Infiltration Basins	dated 5/15/15
Grading Plan (2 sheets)	dated 5/15/15
Erosion Control Plan	dated 5/15/15
Temp Sedimentation Basin Details	dated 5/15/15
Planting Plan (2 sheets)	dated 3/11/15

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

B. Denial. If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the final plat and PUD development plans for Blackstone Ponds 1st Addition subject to the conditions stated above.

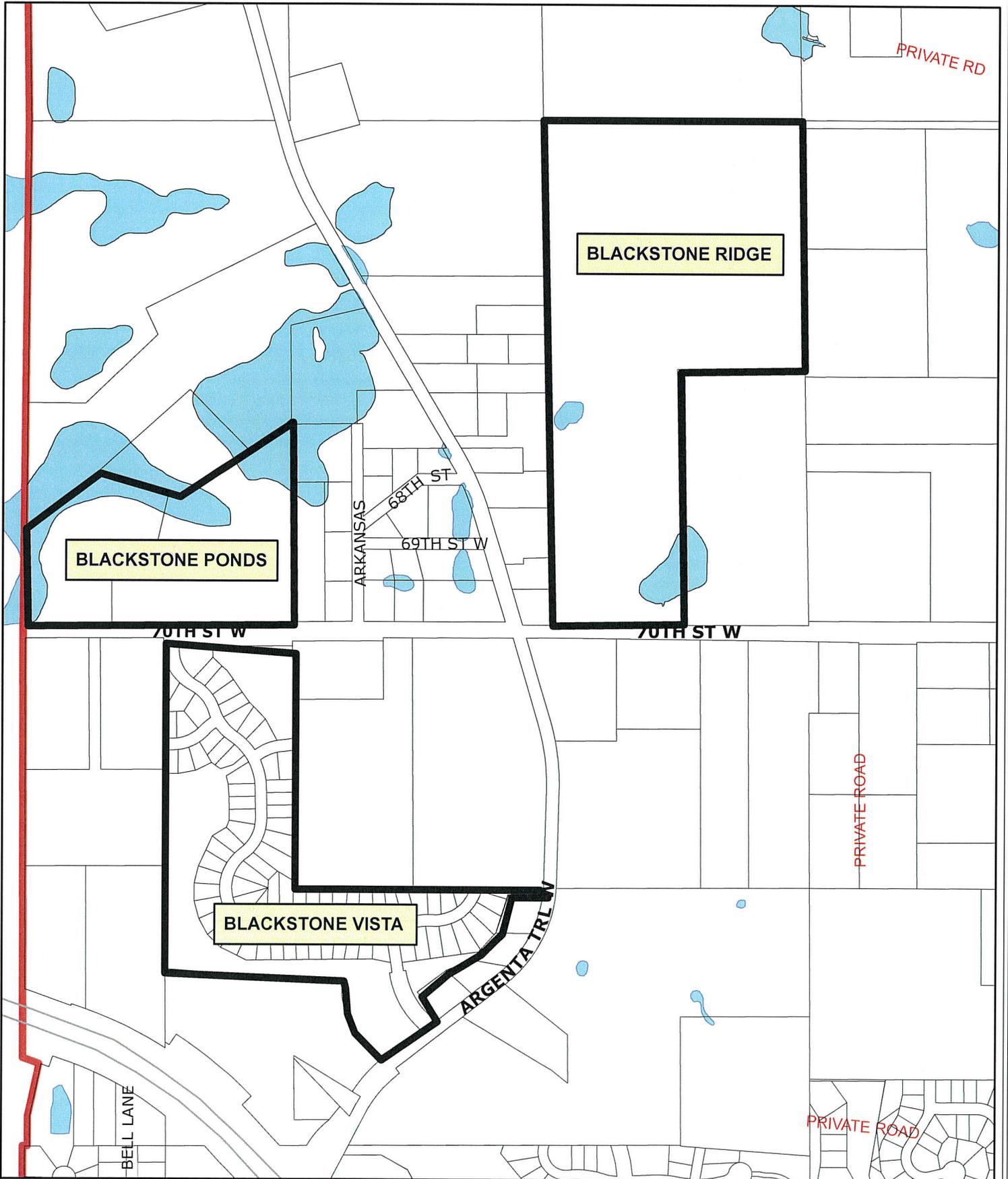
ATTACHMENTS:

- Site Location Map
- Applicant Narrative
- Preliminary PUD conditions of approval and site plan
- Final Plat
- Site Plan/Open Space Plan
- Parking/Street Lighting Plan
- Final Street Plan
- Trail Plan
- Grading Plan
- Planting Plan
- Outlot Ownership Map



Location Map

Case No. 15-12PUD



Blackstone Ponds

Introduction

The following narrative is provided to the City for review and consideration of Blackstone Ponds. Blackstone Ponds, also known as the Shanahan Parcel is located within the City's designated Northwest Area Overlay District and is subject to the Planned Unit Development (PUD) process. We understand that the process establishes additional regulations and standards to ensure that projects are planned in a way that is consistent with the goals and objectives of the City for this anticipated high growth area. For several months, the development team has been working through the site planning and market analysis process to ensure that the proposed Blackstone neighborhoods meet the goals of the city. The Blackstone Preliminary Plat –PUD was approved in November 2014.

One of the most influential design elements proposed within Blackstone Ponds is the attempt to integrate the open spaces and natural resources thoughtfully through each of the proposed neighborhoods. The City recognizes the value of these important resources as demonstrated within the City's various plans for the Northwest Area, and our team worked diligently to ensure that open spaces, trail connections and natural resource areas were protected and available to not only the proposed neighborhoods but to the greater community.

The Details (Site design, unit types, open space, character)

Neighborhood	Proposed Product Type and # s	Site Characteristics
Blackstone Ponds Shanahan Parcel 24.82 Acres(12 acres in Phase 1	Townhomes 4, 6 and 8-plex 104 Units (42 in Phase 1)	The Ponds neighborhood is situated north of the proposed Vista neighborhood, and will be accessed from 70th Street North. The project will include row style attached townhomes in 4-plex, 6-plex, and 8-plex configurations. The entire northern perimeter of the site is bordered by open water (Franke Lake). As configured, this area would be located within an Outlot allowing for the protection of the shoreland and respecting the buffer and setback areas necessary to protect this natural resource area.

How it's Consistent (Comprehensive Plan & Adopted Ordinances)

Blackstone Ponds was designed with the goals and objectives of the Northwest Overlay District in mind. As a baseline, before any plans were established, each parcel was reviewed against the Comprehensive Plan, Northwest Overlay District's established intent and purpose, and Greenway Plan to determine the appropriate locations for open spaces, trail connections and other neighborhood amenities on each parcel.

The next step was to integrate these elements into the site plan while trying to develop a neighborhood that would be marketable and a long-term asset to the City of Inver Grove Heights.

As previously indicated, the proposed Project does require an amendment to the City's official Land Use Plan adopted within the 2030 Comprehensive Plan. The CPA application will be made concurrently to the PUD application to ensure that an informed decision can be made with respect to the Blackstone Project and how the proposed neighborhoods vary, or are consistent, from the Comprehensive Plan.

The Infrastructure Program (Roads, Utilities, Stormwater & Phasing)

The Blackstone Ponds project is located directly north of the Blackstone Vista neighborhood, and services will be readily available to the site once the Vista neighborhood site work is underway. As a result of the adjacency, no additional utility easements are necessary in order to serve this neighborhood since the Vista project is under control of the same developer.

Likewise, the turn lane improvements required for the Vista project will subsequently improve the access to the Ponds site, which is 70th Street. The proposed access into the Ponds neighborhood is from 70th Street, and the access location will be lined up accordingly with the access point for the Vista neighborhood, ensuring safe turning movements for both neighborhoods.

The surface water management on the site is proposed to be handled with ponds that are integrated into the Outlots and open space areas. Surface/storm water will be collected from the roadways via curb and gutter which will be connected through a series of pipes which will discharge into the ponds. The water from the ponds will be used for irrigation of the site. The use of storm water for irrigation will provide the following benefits:

1. Reduction in demand for City of Inver Grove Heights Water
2. Decrease in Irrigation Costs for future residents
3. Helps meet Storm Water Requirements

Conclusion and Summary

The proposed Blackstone Ponds project is consistent with the approved preliminary plat and PUD and will create opportunities for new residents and will further the City's goals for open space within the Northwest area of the community. We believe that we have demonstrated a commitment to achieve the goals and objectives the City has identified for development within the Northwest Overlay District and are excited to begin working towards development of Blackstone Ponds.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 14-194

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 Statutes, 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
Preliminary Revised Blackstone Ridge

8/14/14
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 final 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. The fee shall be subject to the agreement outlined by Resolution No. 14-193 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.
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 services for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The City shall identify which lines constitute lateral and which lines constitute service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines. The Developer shall construct the trunk utility lines within the boundaries of the platted area and the City shall reimburse the Developer (by a credit against the payable utility connection fees or otherwise) for the oversizing of such trunk

lines subject to and pursuant to an agreement between the City and the Developer to be arrived at as to what elements of oversizing are eligible for reimbursement and as to the rates of reimbursement; the agreement shall be a part of the development contract documents and shall be executed before construction begins.

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. The City shall use its best efforts to schedule studies, review and hearings so that the council can vote on the comprehensive plan amendment to the transportation plan on or about April 27, 2015.
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. With regard to the future city collector streets of 65th Street and 67th Street affecting the plat of Blackstone Ridge, the Developer shall provide the following:
 - a. One-half of the required right of way dedication for 65th Street along the north boundary of the plat;
 - b. Full right of way dedication and construction of 67th Street from the western property line of the plat to a point 660 feet west of the east property line; and
 - c. One-half of the required right of way dedication of 67th Street from the east property line of the plat to a point 660 feet west of the east property line.
 - d. At the time of final plat the Developer shall pay to the City an amount equal to one-half of the cost of construction (as estimated by the Director of Public Works) for a full-width local street improvement for the east/west distances of proposed 65th Street and 67th Street where Developer is dedicating only one-half of the right of way for those segments; the construction costs shall be estimated based on a local street standard having a full width and Developer shall pay one-half of that amount in order to cover the one-half of right of way being dedicated but not being constructed with the plat.

In light of the dedications, required construction of a portion of 67th Street and required payment for road segments on 67th Street and 65th Street that will not be constructed at the time of plat as stated above, the City will agree that when the unbuilt segments of 67th Street and 65th Street are initially built, the plat of Blackstone Ridge will not be specially assessed for a local street improvement relating to those particular portions of 65th Street and 67th Street. The City reserves the right to specially assess Blackstone Ridge for the following:

- a. The difference in cost between the cost of a collector street and the cost of a local street improvement if 65th Street and 67th Street (or segments thereof) are initially built as collector streets; and
 - b. The cost to upgrade 65th Street and 67th Street to a collector street if such streets (or segments thereof) are initially constructed as local streets; and
 - c. Any improvements to 65th Street and 67th Street after the initial construction.
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 Ridge 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, easterly from Blackstone Ponds or Blackstone Vista 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. Final 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. Final 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. Final 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.
44. The park dedication, utility connection and hook-up fees shall be paid at the times required by City ordinance. If the following fees become payable and are paid by the Developer within three years after preliminary plat approval (the time period from November 10, 2014 through November 10, 2017) then the Developer shall pay the following fees based and computed on the City's fee schedule in effect on November 10, 2014, without reference to subsequent adjustments upward or downward made by the City in the fee schedule:
 - a. Park Dedication Fees;
 - b. Water Plat Connection Fees;
 - c. Water Treatment Plant Fees;
 - d. Water Core Connection Fees;
 - e. Sanitary Sewer Plat Connection Fees;
 - f. Sewer Core Connection Fee;
 - g. Storm Water Plat Connection Fee.

After November 10, 2017, the above-identified fees shall be based and computed on the fee schedule then in effect when the Developer pays the fees taking into account whatever adjustments were made by the Council after November 10, 2014.

If the following fees become payable and are paid by the Developer within three years after preliminary plat approval (the time period from November 10, 2014 through November 10, 2017) then the Developer shall pay the following fees based and computed on the City's fee schedule in effect at the time the fees are paid subject to the limitation and cap that the computed fee amount shall not be higher than 3.5% above the fee in effect during the previous calendar year:

- a. Water Building Permit Connection Fees;
- b. Sanitary Sewer Building Permit Connection Fees.

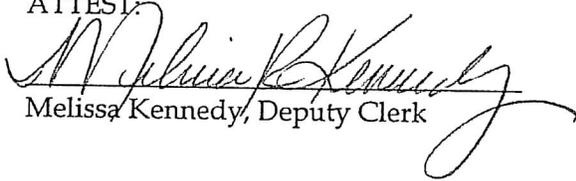
After November 10, 2017, the Water Building Permit Connection Fees and the Sanitary Sewer Building Permit Connection Fees shall be based and computed on the fee schedule then in effect when the Developer pays the fees without any reference to the above stated limitation and cap.

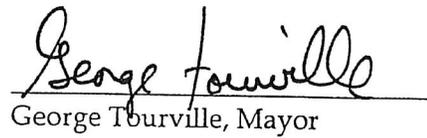
Passed this 10th day of November, 2014.

AYES: 5

NAYS: 0

ATTEST:


Melissa Kennedy, Deputy Clerk


George Tourville, Mayor

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

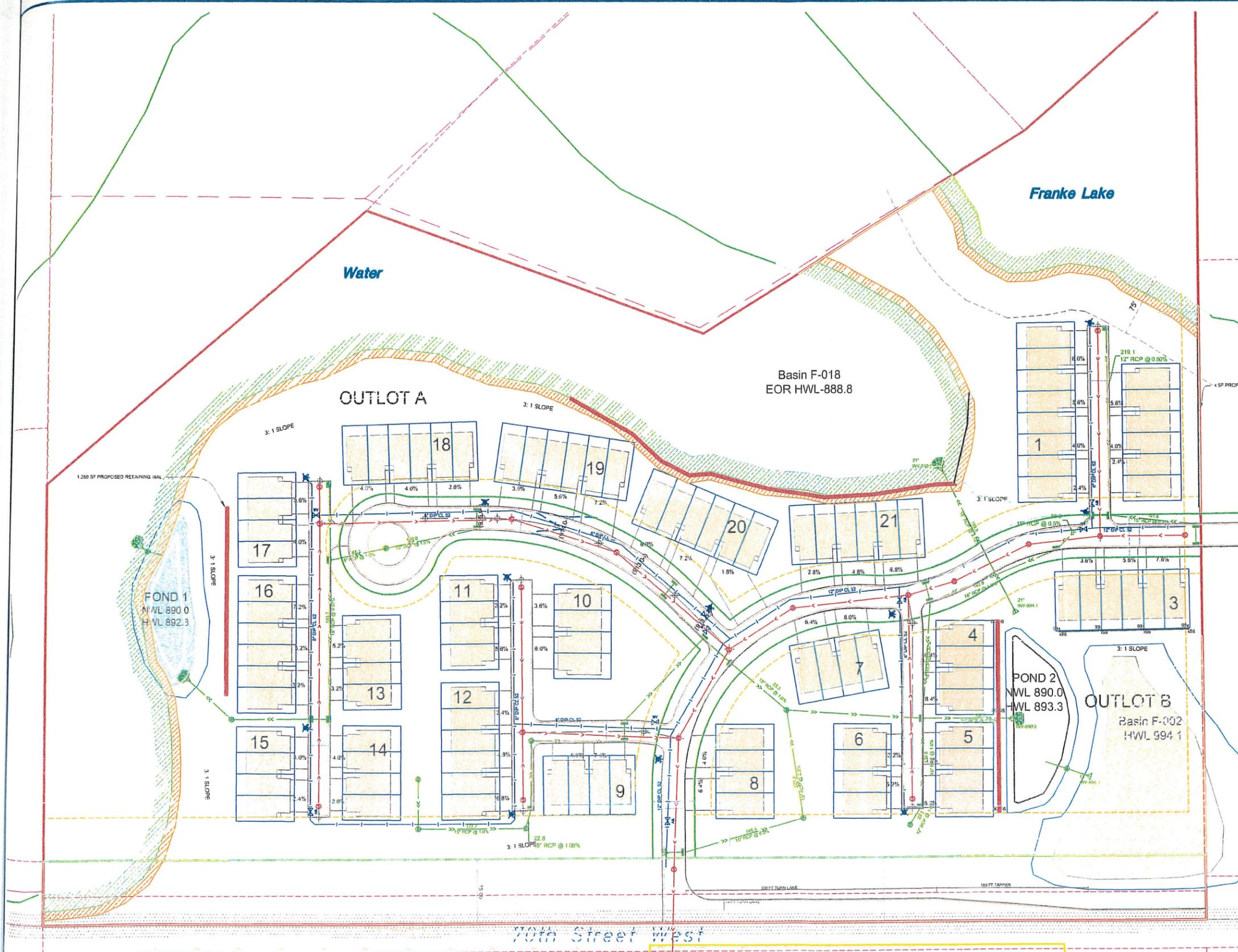
FRANKE LAKE - 75'

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.



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 SHAWAHAN	01	DSG	06/09/14	PRELIMINARY REVISIONS
DRAWN BY	02	DSG	07/07/14	PRELIMINARY REVISIONS
CAW	03	DLS	08/13/14	CITY REVISIONS
CHECKED BY				
DLS				
DATE				
05/16/14				

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

Donal J. Schmidt
Name, P.E.
Date: 05/12/14 L.C. No. 26147

ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY PUD PLAN

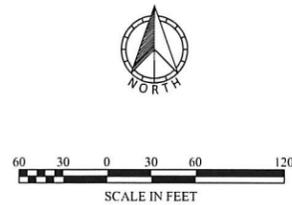
CONCEPT SKETCH
BLACKSTONE PONDS
JIM DEANOVIC

FILE NO.
1920-012
CS1
CS1

BLACKSTONE PONDS (REV. 01/12)

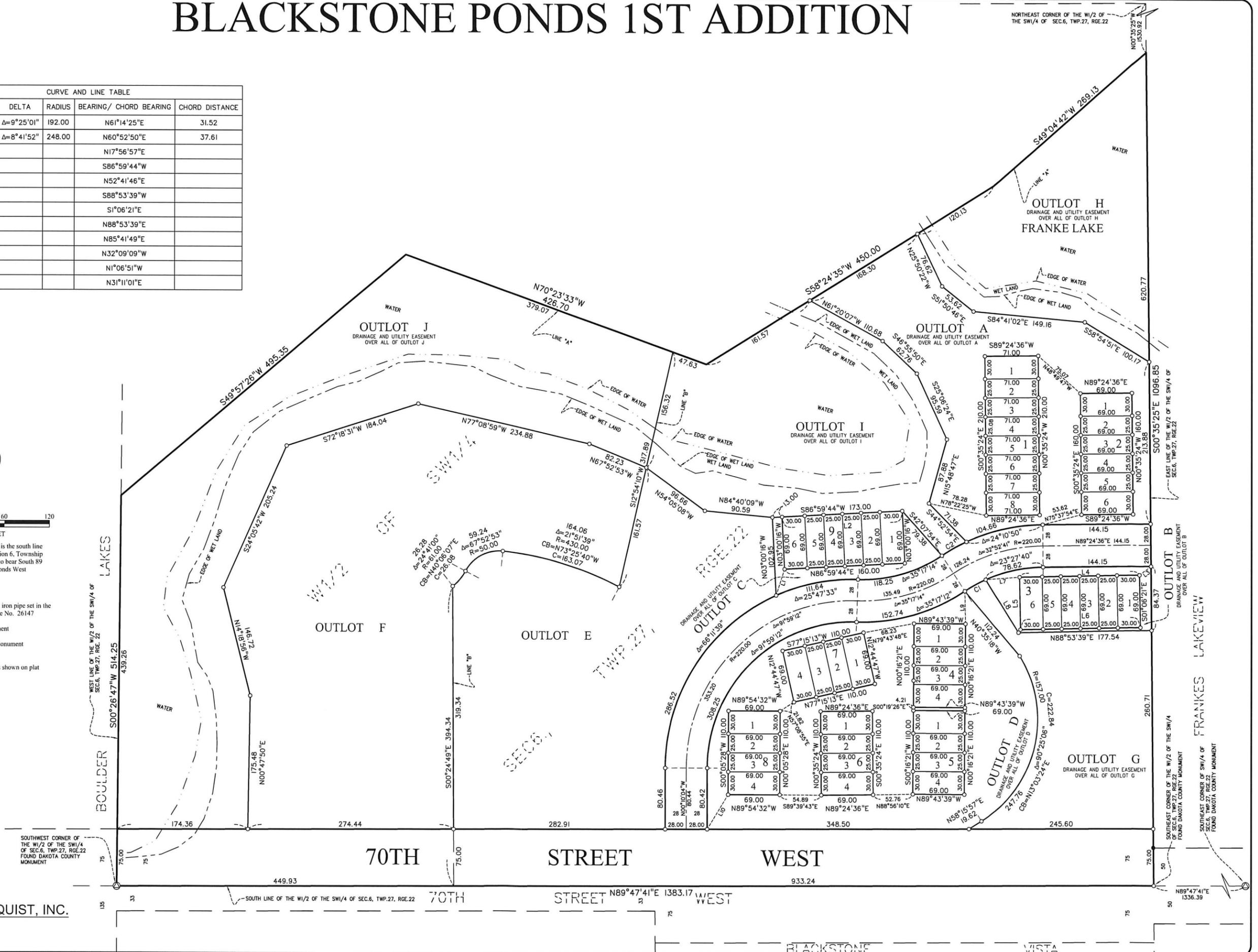
BLACKSTONE PONDS 1ST ADDITION

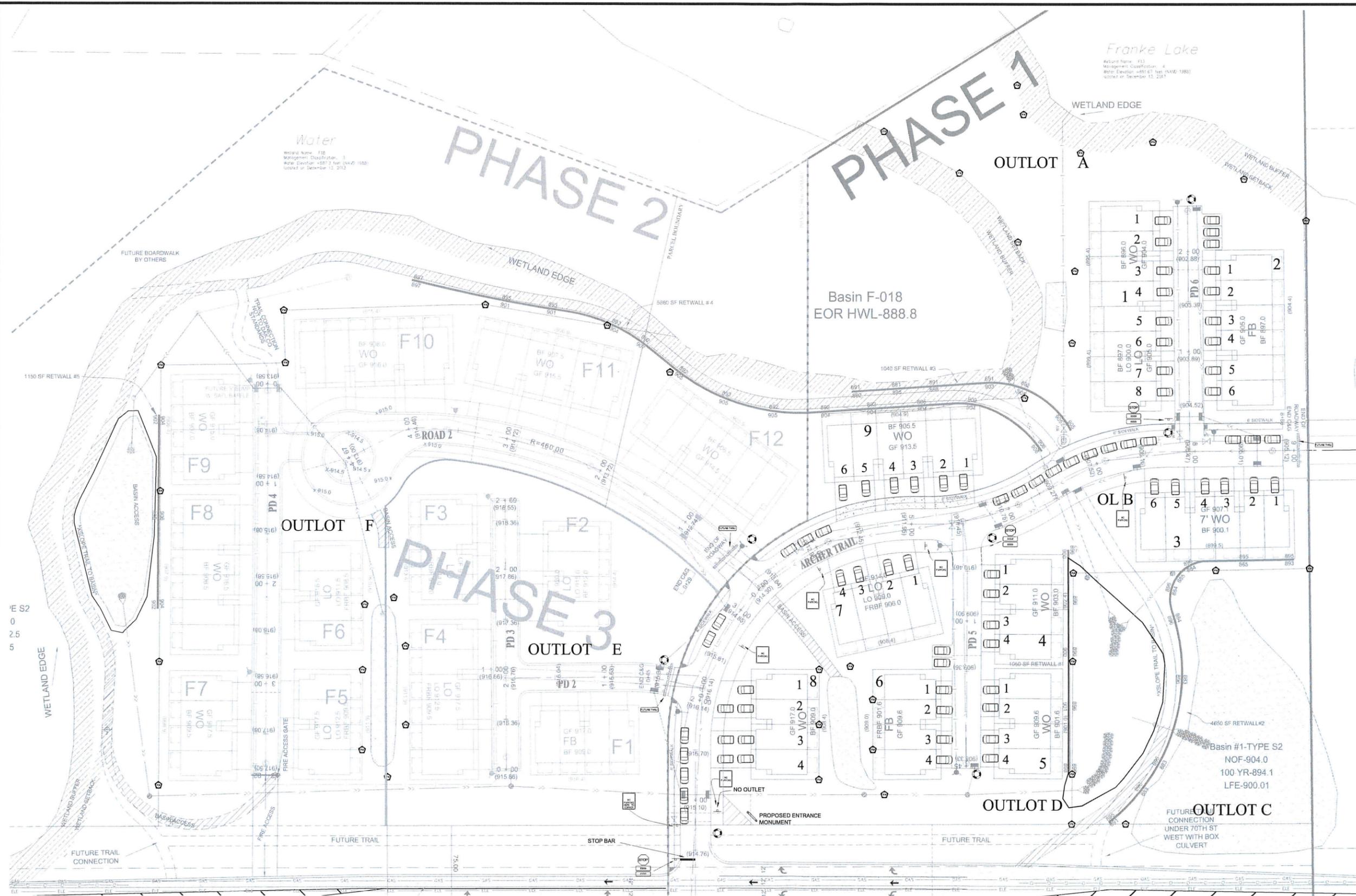
CURVE AND LINE TABLE					
TAG #	LENGTH	DELTA	RADIUS	BEARING/ CHORD BEARING	CHORD DISTANCE
C1	31.56	$\Delta=9^{\circ}25'01''$	192.00	N61°14'25"E	31.52
C2	37.65	$\Delta=8^{\circ}41'52''$	248.00	N60°52'50"E	37.61
L1	36.35			N17°56'57"E	
L2	160.00			S86°59'44"W	
L3	19.24			N52°41'46"E	
L4	160.00			S88°53'39"W	
L5	69.00			S1°06'21"E	
L6	160.00			N88°53'39"E	
L7	45.26			N85°41'49"E	
L8	82.26			N32°09'09"W	
L9	43.11			N1°06'51"W	
L10	53.36			N31°11'01"E	



SCALE IN FEET
 The basis for the bearing system is the south line of the Southwest Quarter of Section 6, Township 27, Range 22 which is assumed to bear South 89 degrees 47 minutes 41 seconds West

- Denotes a 1/2 inch by 14 inch iron pipe set in the ground and marked by License No. 26147
 - Denotes a Found Iron Monument
 - ⊙ Denotes a Found Cast-Iron-Monument
- Drainage and Utility Easement as shown on plat





LEGEND

-  SIGN
-  STREET LIGHT
-  20' GUEST PARKING (x76)



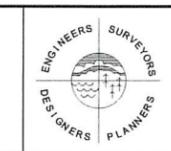
EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE PONDS	01	DSG	05/15/15	CITY COMMENTS
DRAWN BY				
CHECKED BY				
DATE				
03/27/15				

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Daniel L. Schmidt
 Daniel L. Schmidt, P.E.
 Date: 05/12/14 Lic. No. 26147

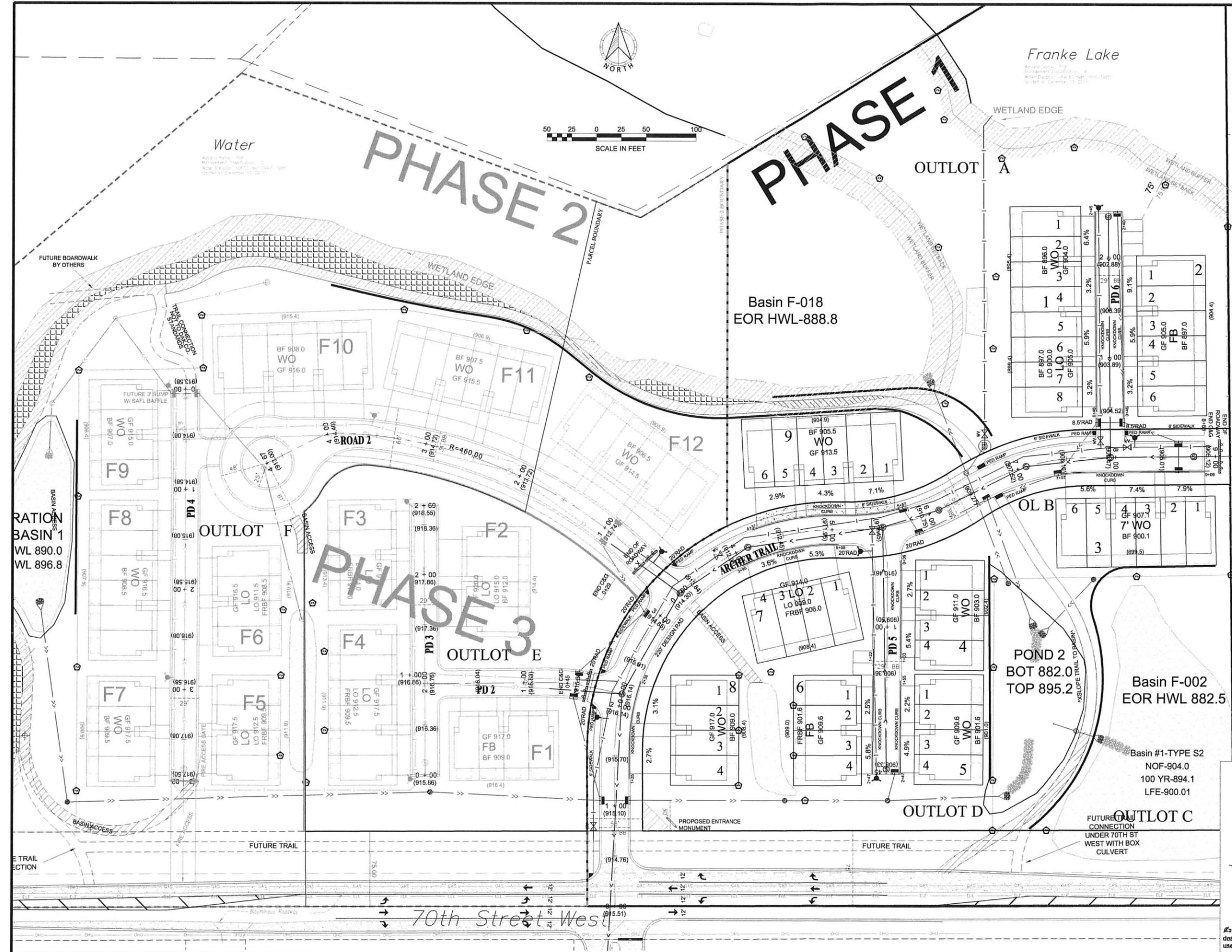


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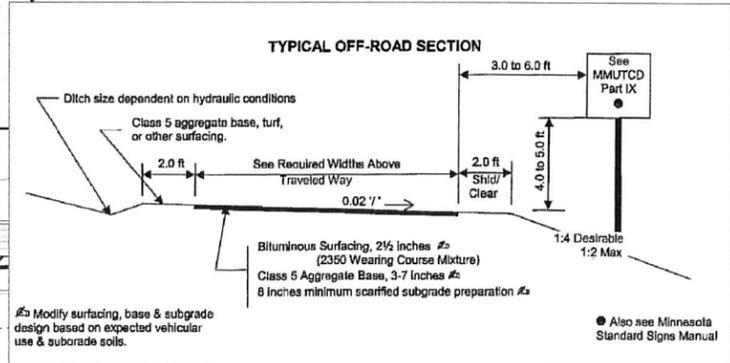
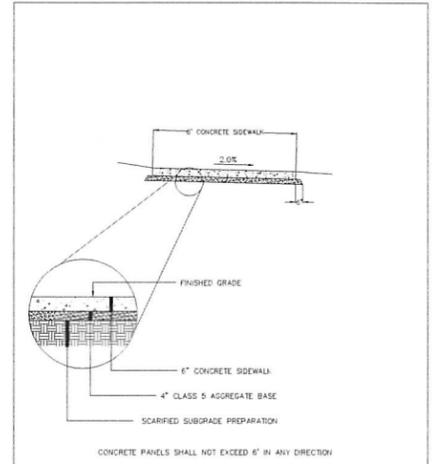
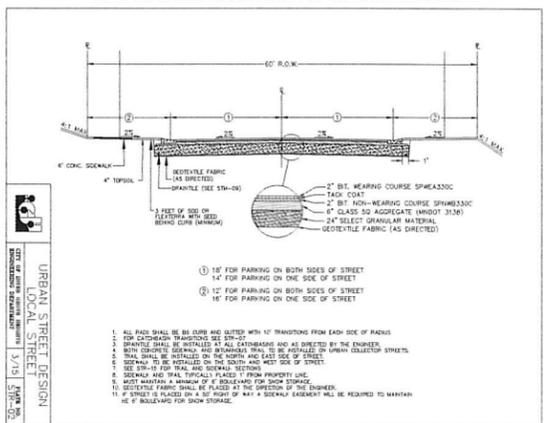
CITY PROJECT NO.
INVER GROVE HEIGHTS, MINNESOTA

LIGHTING, GUEST PARKING, AND SIGNAGE PLAN
BLACKSTONE PONDS
RYLAND HOMES

FILE NO.
 78058-021
2
27



- STREET NOTES**
1. ALL RADII CURB TO BE B 618
 2. ALL CURB TO BE B 618
 3. PROVIDE CURB KNOCKDOWNS AT ALL DRIVEWAYS AS INDICATED BY FIELD STAKES
 4. EACH DRIVEWAY SHALL BE CONSTRUCTED OF CONCRETE FROM CURB TO PROPERTY LINE OR PROPERTY SIDE OF SIDEWALK
 5. DEPENDING ON SOIL TESTS ADDITIONAL DRAINTILE MAY BE REQUIRED UNDER CURB; SUBGRADE CORRECTIONS MAY BE NEEDED AND FABRIC REQUIRED.
- TRAIL NOTES**
1. ALL TRAILS/SIDEWALKS ARE TO MEET PROWAG
 2. TRUNCATED DOMES TO BE PROVIDED WHERE WALKWAYS MEET STREETS
 3. SIDEWALK TO BE CONSTRUCTED PER DETAIL STR-01 (6" WIDE 6" THICK CONCRETE)
 4. TRAIL TO BE 10' WIDE AND GRADED WITH A 2% CROSS SLOPE TO MEET DAKOTA COUNTY STANDARDS.
 5. TRAIL AREAS DESIGNATED AS POND ACCESS ARE TO BE REINFORCED WITH ADDITIONAL 4" OF CL5 AGGREGATE BASE.



DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE PONDS	01	DSG	05/15/15	CITY COMMENTS
DRAWN BY				
CHECKED BY				
DATE				

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Daniel L. Schmidt

Daniel L. Schmidt, P.E.
Date: 05/12/14 Lic. No. 26147

ENGINEERS SURVEYORS
PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 478-6000

CITY PROJECT NO.
INVER GROVE HEIGHTS, MINNESOTA

STREET PLAN
BLACKSTONE PONDS
RYLAND HOMES

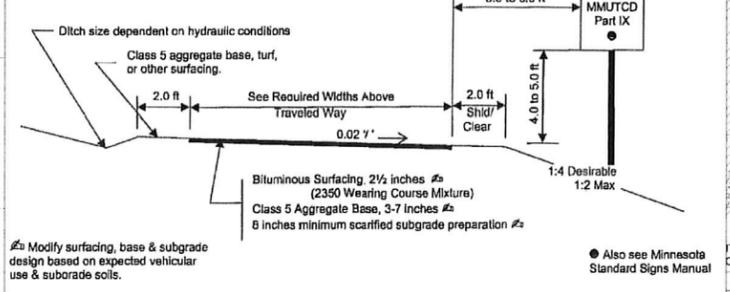
FILE NO.
78058-021
3
27



TRAIL NOTES

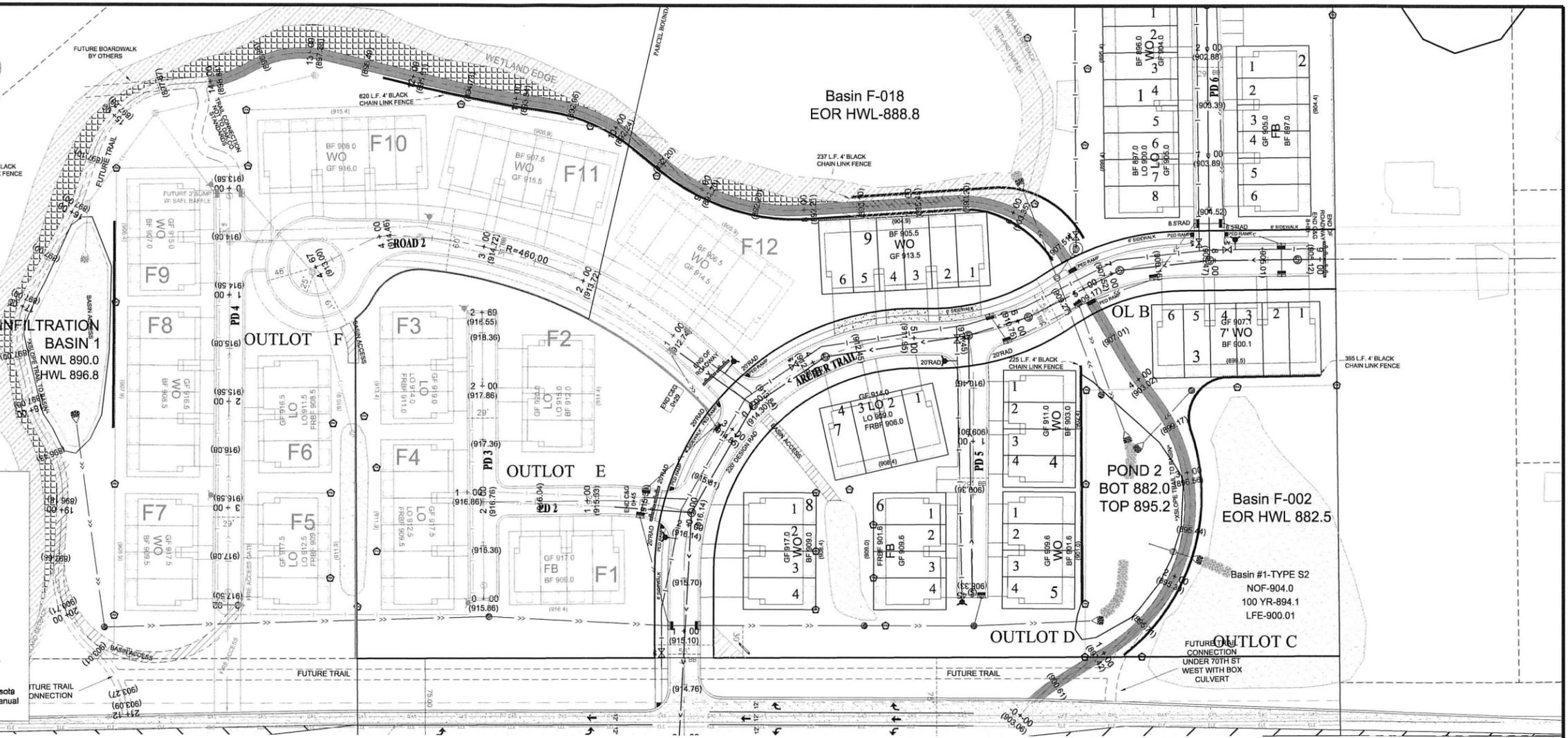
1. ALL TRAILS/SIDEWALKS ARE TO MEET PROWAG
2. TRUNCATED DOMES TO BE PROVIDED WHERE WALKWAYS MEET STREETS
3. SIDEWALK TO BE CONSTRUCTED PER DETAIL STL-01 (6" WIDE 6" THICK CONCRETE)
4. TRAIL TO BE 10' WIDE AND GRADED WITH A 2% CROSS SLOPE TO MEET DAKOTA COUNTY STANDARDS.
5. TRAIL AREAS DESIGNATED AS POND ACCESS ARE TO BE REINFORCED WITH ADDITIONAL 4" OF CL5 AGGREGATE BASE.

TYPICAL OFF-ROAD SECTION

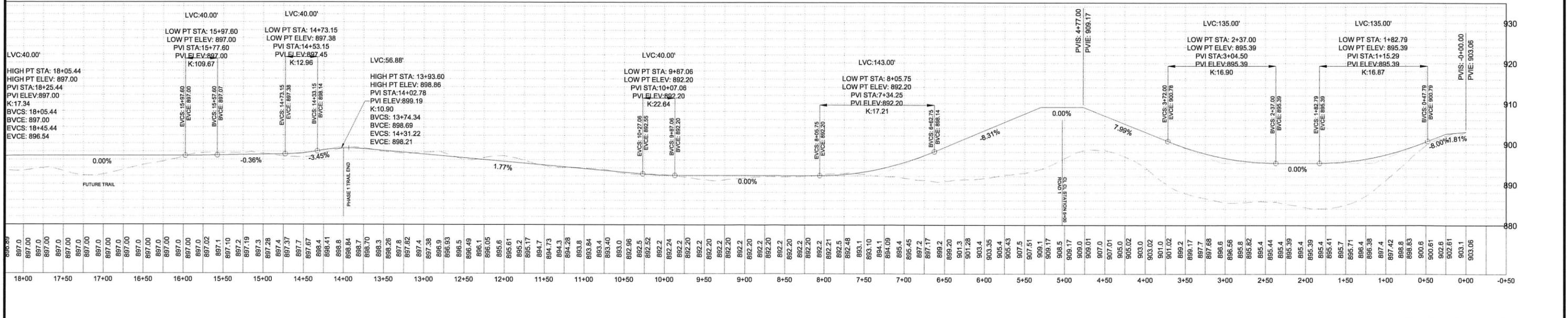


Basin #1-TYPE S2
NOF-893.0
100 YR-892.5
LFE-893.5

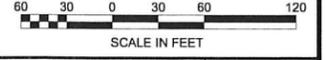
Basin #1-TYPE S2
NOF-904.0
100 YR-894.1
LFE-900.01



TRAIL



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DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE PONDS	01	DSG	05/15/15	CITY COMMENTS
DRAWN BY				
CHKD BY				
DATE				
03/27/15				

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Daniel L. Schmidt
Daniel L. Schmidt, P.E.
Date: 05/12/14 Lic. No. 26147

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO. _____

INVER GROVE HEIGHTS, MINNESOTA

TRAIL PLAN
BLACKSTONE PONDS
RYLAND HOMES

FILE NO. 78058-021
7
27

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SPERIDERS REINERS ARCHITECTS – Case No. 15-17PRV

Meeting Date: June 22, 2015
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

- Consider the following resolutions for property located at 7365 Concord Boulevard;
- a) A Resolution relating to a Major Site Plan Approval for an approximate 5,000 square foot building addition and approval of an improvement agreement and storm water maintenance agreement.
 - b) A Resolution relating to a Variance to allow a 33 foot setback from the north property line for the building expansion whereas 75 feet is required.
 - Requires 3/5th's vote.
 - 60-day deadline: July 3, 2015 (first 60-days)

SUMMARY

The applicant is proposing to add onto the existing 8,382 square foot building. The addition will be used primarily for storage and warehouse space.

Additional improvements to the site include a six stall parking lot on the west side of the lot and new curb opening. Storm water will be addressed with an underground collection system in the northeast corner of the lot. A solid fence will be built to screen the parking lot and additional trees will be planted along the north property line.

ANALYSIS

The building and parking lot meet all setback requirements except for along the north line. Building complies with exterior materials standards.

An improvement agreement will be required to be entered into prior to work commencing on the site.

Staff is also requesting a five foot wide permanent drainage and utility easement along the north property line for drainage and storm water management purposes.

The Variance from setbacks follows the existing established setback line for the existing building. The original variance was approved in 1996. A practical difficulty for the variance is listed in the attached resolution.

RECOMMENDATION

Planning Staff: Recommends approval of the Major Site Plan Approval and Variance with the conditions found in the attached resolutions.

June 22, 2015
Council Memo – Speriders Reiners Architects
Page 2

Planning Commission: Also recommends approval of the three requests as proposed (9-0).

Attachments: Major Site Plan Approval Resolution
Variance Resolution
Improvement Agreement, Storm Water Maintenance Agreement
Permanent Drainage and Utility Easement
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A MAJOR SITE PLAN APPROVAL FOR AN APPROXIMATE
5,000 SQUARE FOOT BUILDING ADDITION AND IMPROVEMENT AGREEMENT AND
STORM WATER MAINTENANCE AGREEMENT

Speriders Reiners Architects
(Case No. 15-17PRV)

WHEREAS, an application for a Conditional Use Permit has been submitted to allow for the service of semi-tanks, trucks and trailers, including equipment and parts for said property legally described as follows:

Outlot A, Williams Addition, Dakota County, Minnesota

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

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 22, 2015;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan Approval for an approximate 5,000 square foot building addition and improvement agreement and storm water maintenance agreement is approved with the following conditions:

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

Site Plan	dated 5/20/15
Grading Plan	dated 5/20/15
Utility, Paving and Geometric Plan	dated 5/20/15
Landscape Plan	dated 5/20/15
Elevation Plans	dated 5/20/15

2. An improvement agreement, storm water management plan including an operations/maintenance plan shall be required to be entered into between the City and the developer addressing the improvements on the site. The agreements shall be approved by the City Council prior to issue of any permits.
3. All building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines.
4. All plans shall be subject to the review and approval of the Fire Marshal.
5. All grading and utility plans, or modifications thereof, must be approved by the City Engineer. All comments found on memo from Assistant City Engineer dated 5/29/15 must be incorporated into the plans prior to work commencing on the site.

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 22nd day of June, 2015.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Joseph Lynch, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO ALLOW A 33 FOOT SETBACK
FROM THE NORTH PROPERTY LINE FOR THE BUILDING EXPANSION
WHEREAS 75 FEET IS REQUIRED

CASE NO. 15-17PRV
(Speriders Reiners Architects)

WHEREAS, an application for a Variance has been submitted for the property legally described as:

Outlot A, Williams Addition, Dakota County, Minnesota

WHEREAS, an application has been received for a variance to allow a 33 foot setback along the north property line for the building expansion whereas 75 feet is required;

WHEREAS, the afore described property is zoned B-3, General Business District;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4:D.;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 16, 2015 in accordance with City Code 10-3-3: C.;

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

- The setback is no less than what was previously approved therefore creating a precedent for this property for the original building.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 33 foot setback along the north property line for the building expansion whereas 75 feet is required.

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 22nd day of June, 2015.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joseph Lynch, City Clerk

**IMPROVEMENT AGREEMENT
FOR OUTLOT A,
WILLIAMS ADDITION
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR OUTLOT A,
WILLIAMS ADDITION
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS IMPROVEMENT AGREEMENT (Agreement), is made and entered into on the 22nd day of June, 2015, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities and landscaping.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Developer enters into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and
2. The Developer shall provide an irrevocable letter of credit, or cash deposit, in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Developer. "Developer" means Wall L.L.C., a Minnesota limited liability company and its successors and assigns.

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

1.5 Development Plans. "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.6 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and Developer.

1.7 Council. "Council" means the Council of the City of Inver Grove Heights.

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

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

1.10 County. "County" means Dakota County, Minnesota.

1.11 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization

- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.12 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

1.13 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.14 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.15 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.16 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) breach of the Developer Warranties.

1.17 Force Majeure. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not

including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.18 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue

statement of material fact or omit any material fact the omission of which would be misleading.

- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

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

- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- I. **Fee Title.** Wall L.L.C., a Minnesota limited liability company, owns fee title to the Subject Property.

1.19 **City Warranties.** “City Warranties” means that the City hereby warrants and represents as follows:

- A. **Organization.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.
- B. **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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

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

If to Developer: Wall L.L.C.
Attention: Chad Wall
7365 Concord Boulevard
Inver Grove Heights, MN 55076

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City.

ARTICLE 3
DEVELOPER IMPROVEMENTS

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

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Grading/Drainage Plan. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the

Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

3.4 Area Restoration. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and Developer. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. The record plan "as built" drawings of the Developer Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties. In addition, final quantity tabulations shall be required, which must include the following items:

1. As built storm water facilities, including the underground facilities.
2. As built grading plan containing spot elevations taken throughout the Subject Property to verify the Subject Property is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be certified as to general conformance with the City approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format.
3. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, 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 7 **RESPONSIBILITY FOR COSTS**

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

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8 **DEVELOPER WARRANTIES**

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9 **CITY WARRANTIES**

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10 **INDEMNIFICATION OF CITY**

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;

- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements;
- h.) delays in construction of the Developer Improvements;
- i.) all costs and liabilities arising because building permits or Certificates of Occupancy were issued prior to the completion and acceptance of the Developer Improvements.
- j.) all costs and liabilities arising because building permits were issued prior to the Developer obtaining the necessary permits and approval from the Minnesota Department of Transportation relating to grading, drainage and stormwater facilities.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive

objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12 **ESCROW DEPOSIT**

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements and prior to obtaining any building permits, the Developer shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2017. 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, 2017, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2017.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance, that the Developer post a irrevocable letter of credit, or cash deposit equal to 125% of the

estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 13 **MISCELLANEOUS**

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Developer. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Developer in the Subject Property.

13.5 Contract Assignment. The Developer may not assign this Improvement Agreement without the written permission of the Council. The Developer's obligations hereunder shall continue in full force and effect, even if the Developer sells the Subject Property.

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

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

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

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

13.11 Access. The Developer hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of Developer Improvements.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPER
Wall L.L.C.

By: _____
Chad Wall
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of June, 2015, before me a Notary Public within and for said County, personally appeared Chad Wall, to me personally known, who being by me duly sworn did say that he is the Chief Manager of Wall, L.L.C., a Minnesota limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Chief Manager acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Outlot A, Williams Addition, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Detail Sheet (C401)	May 4, 2015	BKBM Engineers

The above-listed Development Plans were approved by the City Engineer on June ____, 2015.

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

The Development Plans also include compliance by the Developer with the conditions set forth in the following:

1. Memorandum from Assistant City Engineer Steve Dodge to Associate City Planner Heather Botten dated May 29, 2015.

the "Engineering Memo". The Engineering Memo is on file with the City.

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the Developer Improvements.
The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	before issuance of a building permit	erosion control measures have been installed
X	before issuance of a building permit	site grading and Storm Water Facilities are operational to a level approved by the City Engineer
X	11-15-15 or before issuance of certificate of occupancy, whichever occurs first	grading, drainage and erosion control have been completed
X	11-15-15 or before issuance of certificate of occupancy, whichever occurs first	Storm Water Facilities have been completed
X	11-15-15 or before issuance of certificate of occupancy, whichever occurs first	driveway apron and street tie-in
X	11-15-15 or before issuance of certificate of occupancy, whichever occurs first	landscaping **

**Note: Landscaping must be completed prior to issuance of certificate of occupancy, provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the City shall issue the certificate of occupancy and the Developer is then required to complete the landscaping no later than the following June 15th.

EXHIBIT D

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

1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION BEGINS ON THE SUBJECT PROPERTY** Before construction begins on the Subject Property, all the following conditions must be satisfied:

- a.) Developer must execute this Improvement Agreement.
- b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement.
- c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of this Improvement Agreement.
- d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
- e.) Developer must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- f.) Developer must execute a Permanent Drainage and Utility Easement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- g.) Developer must show evidence to the City in the form of a Title Insurance Policy or other evidence satisfactory to the City Attorney that Wall L.L.C. is the fee owner of the Subject Property.

2.) **CONDITIONS TO BE SATISFIED NO LATER THAN NOVEMBER 15, 2015, OR BEFORE CITY ISSUES A BUILDING PERMIT FOR THE SUBJECT PROPERTY.** No later than November 15, 2015 or before the City issues a building permit for the Subject Property, whichever occurs first, all the following conditions must be satisfied:

- a.) All of the conditions of paragraph 1 of this Exhibit D have been met.

- b.) Erosion control measures have been installed.
 - c.) Site grading and Storm Water Facilities are operational to a level approved by the City Engineer.
- 3.) **CONDITIONS TO BE SATISFIED BY NOVEMBER 15, 2015 OR BEFORE THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE DEVELOPER IMPROVEMENTS.** By November 15, 2015 or before the issuance of a Certificate of Occupancy for the Developer Improvements, whichever occurs first, the following conditions must be satisfied by Developer and Owner:
- a.) All of the conditions of paragraphs 1 and 2 of this Exhibit D have been met.
 - b.) General site grading, drainage and erosion control have been completed.
 - c.) All of the Developer Improvements have been completed per the approved Development Plans.
 - d.) The Storm Water Facilities have been completed.
 - e.) The driveway apron and street tie-in have been installed.
 - f.) The landscaping has been completed (see note in Exhibit C above).
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on **Exhibit E** shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage and Erosion Control	\$
2.)	Stormwater Facilities	\$
3.)	Driveway Apron and street tie-in	\$
4.)	Landscaping	\$
5.)	Construction debris clean-up	\$
6.)	Certified As-Builts	\$
	SUBTOTAL:	\$
	<u>MULTIPLIED BY:</u>	x 1.25
	EQUALS:	\$
	ESCROW AMOUNT:	\$

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition, the Owner shall deposit \$2,500 in cash with the City (hereafter “Engineering Escrow Amount”) contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney’s fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Developer 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 Subject Property and failures, if any, of the Developer to comply with maintenance obligations for stormwater facilities in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

Upon satisfactory completion of the Developer Improvements as determined by the Director of PWD, the City shall return the remaining balance of the Engineering Escrow Amount to the Developer except for \$2,500. The City shall return to the Developer any remaining portion of the \$2,500 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 or maintenance obligations for stormwater facilities exceed the initially deposited \$2,500 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR OUTLOT A, WILLIAMS ADDITION
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 22nd day of June, 2015, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Wall L.L.C., a Minnesota limited liability company (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Wall L.L.C., a Minnesota limited liability company, and its successors and assigns.

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

Any existing or future underground stormwater infiltration system and perforated pipes and appurtenances lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means Detail Sheet (C401) dated May 4, 2015, prepared by BKBM and approved by the City Engineer on June _____, 2015. The Storm Water Facility Plan is on file with the City.

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

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

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.9 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated June 22, 2015, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans for the Landowner Property as identified in the Improvement Agreement between the parties of the same date herewith.

Recital No. 3. The City is willing to approve the Development Plans if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to November 15, 2015, Responsible Owner agrees that it will complete construction of the Storm Water Facilities in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.
- e. The Standard of Maintenance shall include but not be limited to each of the following:

- i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii.) With respect to the underground stormwater infiltration system, the Responsible Owner must maintain and repair the structure and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - a. Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of parking lot surface on top of the underground stormwater infiltration system; or
 - b. Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - c. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - d. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
- iii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as Exhibit B. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iv.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- v.) The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;

- c. Contact information for the Responsible Owner;
- d. As built plans of the Storm Water Facilities;
- e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.
- h. The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
- i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system.
- j. The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

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

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

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to

comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

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

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

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

customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

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

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

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

ARTICLE 4
CITY'S COVENANTS

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement between the parties are met, the City will approve the Development Plans as defined in the Improvement Agreement for the Landowner Property.

ARTICLE 5
MISCELLANEOUS

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

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

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

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

5.5 Consent. Landowner consents to the recording of this Agreement.

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

If to City:

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

If to Landowner:

Wall L.L.C.
Attention: Chad Wall
7365 Concord Boulevard
Inver Grove Heights, MN 55076

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER
Wall L.L.C.**

By: _____
Chad Wall
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of June, 2015, before me a Notary Public within and for said County, personally appeared Chad Wall, to me personally known, who being by me duly sworn did say that he is the Chief Manager of Wall, L.L.C., a Minnesota limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Chief Manager acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Outlot A, Williams Addition, Dakota County, Minnesota.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM						
STRUCTURE ID:		INSPECTION DATE/TIME:		INSPECTOR(S):		
LOCATION:				POND ID:		
EASEMENT						
ACCESSIBLE	Y	N				
STRUCTURES IN ESMT.	Y	N	DESCRIPTION			
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)			
STRUCTURE	FES	PIPE	CB	SPCD	OTHER	
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE	
CONDITION*	ACCEPTABLE		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N				
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED		
COMMENTS						
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N				
COMMENTS						
SEDIMENT						
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS						
RIP RAP	PRESENT:		Y	N		
CONDITION**	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS						
ILLICIT DISCHARGE	DATE OF LAST RAINFALL EVENT:					
ODOR	Y	N	COMMENTS:			
COLOR	Y	N	COMMENTS:			
FLOATABLES IN DISCHARGES	Y	N	COMMENTS:			
STAINS/DEPOSITS IN STRUCT.	Y	N	COMMENTS:			
MAINTENANCE PERFORMED:						
SIGNED:				DATE:		

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

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

PERMANENT DRAINAGE AND UTILITY EASEMENT

This **PERMANENT DRAINAGE AND UTILITY EASEMENT** (Easement) is granted and conveyed this 22nd day of June, 2015, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and Wall L.L.C., a Minnesota limited liability company, (hereafter referred to as Landowner).

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

1. **Grant of Permanent Drainage and Utility Easement.** The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

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

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

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

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
Wall L.L.C.**

By: _____
Chad Wall
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of June, 2015, before me a Notary Public within and for said County, personally appeared Chad Wall, to me personally known, who being by me duly sworn did say that he is the Chief Manager of Wall, L.L.C., a Minnesota limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Chief Manager acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Outlot A, Williams Addition, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes and all such purposes ancillary, incident or related thereto over, under, across, through and upon the north 5.00 feet of Outlot A, Williams Addition, Dakota County, Minnesota.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: June 22, 2015
SUBJECT: **SPERIDES REINERS ARCHITECTS – CASE NO. 15-17PRV**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a major site plan review for a 5,000 square foot building addition, and a variance from the building setback required from residential property, for the property located at 7365 Concord Boulevard. 36 notices were mailed.

Presentation of Request

Mr. Hunting explained the request as detailed in the report. He advised that the applicant is proposing a 5,000 square foot expansion to the existing building, a six-stall parking lot with a new curb opening on the west side of the building, and an underground stormwater retention area on the northeast corner of the lot. He advised that the existing building was built in 1996 and received a variance to allow a 30 foot setback from the north property line whereas 75 feet is required when abutting residential property. The proposed landscaping plan meets the minimum requirements, including replacing the trees that must be removed for the construction of the infiltration system. The proposed expansion is proposed to follow the same setback from the north property line that was approved in 1996. A variance is required because the footprint of the building is expanding along the same setback line. Staff sees a practical difficulty in the narrow width of the lot. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Simon asked for clarification regarding the location of the proposed fence.

Mr. Hunting showed where the five foot solid fence was proposed to be located to act as screening from the proposed parking lot.

Commissioner Simon asked if the applicants planned to remove the large existing trees in that area.

Mr. Hunting replied in the affirmative, stating they were scrub trees and as such were allowed to be removed per code with no replacement required.

Commissioner Simon noted that trees would be removed west of the northeast parking lot and asked if screening was proposed for that area.

Mr. Hunting replied that no screening was proposed as no tree removal was proposed north of the existing lot. He advised that apparently there have been no issues since the parking lot has been there since 1996.

Commissioner Wippermann asked if trees could be planted over or near the proposed

underground stormwater infiltration system.

Mr. Hunting stated he believed it was allowable as the Engineering staff did not note any issues with the proposed landscaping plan.

Commissioner Wippermann asked if staff received comments from any of the neighboring property owners.

Mr. Hunting replied he was aware of only one inquiry. He responded to that individual, sent them the site plan, and received no further communication from them.

Opening of Public Hearing

Eric Reiners, Sprerides Reiners Architects, 4200 West Old Shakopee Road, Bloomington, advised he was available to answer any questions.

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

Mr. Reiners replied in the affirmative.

Commissioner Wippermann asked if there were any security lights on the north side of the existing or proposed building that could shine into neighboring yards.

Mr. Reiners replied there would be a downcast shoebox style light over the proposed doorway as code requires illumination over an exit door.

Commissioner Gooch asked if this would be a multi-tenant building.

Mr. Reiners replied that Power Dynamics was the sole occupant of this building.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Wippermann questioned the variance criteria regarding the plight of the landowner being due to circumstances unique to the property not created by the landowner. He advised that typically such circumstances relate to topography whereas in this instance it was created by a previous owner or developer because of the lot size.

Commissioner Klein stated the situation was actually created by City Council when they approved a 30 foot setback from residential property.

Chair Maggi stated the lot size now could not be changed because it was an established bank of lots and buildings.

Commissioner Wippermann stated he had a concern because in essence someone did not follow the codes and it resulted in an issue for the City. He also had a concern regarding the approval statement, which stated the practical difficulty was that the narrow width of the lot limited the buildable area. He stated using this as a basis for a variance could set a precedent and he suggested the approval statement be changed to read 'Approval of the variance to allow

a 33 foot setback from the north property line for the building expansion as proposed setback is no less than what was previously approved therefore creating a precedent for this property for the original building.'

Chair Maggi stated in regard to Commissioner Wippermann's point of choosing not to set a precedent, perhaps this would fall in line with the variance criteria that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance as the building is already there and they are not changing the existing setback, just extending it.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Niemioja, to approve the request for major site plan review for a 5,000 square foot building addition, and a variance to allow a 33 foot setback from the north property line for the building expansion as the proposed setback is no less than what was previously approved for the original building, therefore creating a precedent for this property, for the property located at 7365 Concord Boulevard.

Motion carried (9/0). This item goes to the City Council on June 22, 2015.

EVALUATION OF REQUEST

Surrounding Uses: The subject site is surrounded by the following uses:

North	Single family residential; zoned R-2; guided LDR
East	Frontage road/Concord Boulevard
West	Multiple family; zoned R-3C; guided MDR
South	Vacant and Commercial; zoned R-3C and B-3; guided MDR

Major Site Plan Review

Setbacks. The proposed building complies with setbacks along the street frontage. The expansion is proposed following the same setback from the north property line that was approved in 1996. A variance is required because the footprint of the building is expanding along the same setback line. The variance is discussed later in this report. The parking lot meets all required setbacks.

Parking. Using a parking standard for manufacturing, the site with the building expansion requires a total of 21 parking spaces. The plan provides for a total 22 spaces contained in the lots on the east and west side of the site. The applicant is proposing a 5 foot tall wood privacy fence along the north property line on the west side of the lot to screen the parking lot from the residential use to the north.

Screening/Landscaping. General landscaping for this site based on site perimeter requires a total of 19 over story trees. It appears that some of the original required landscaping trees on the north side would be removed for the construction of the storm water infiltration system. To meet landscape requirements, past and present, the site must provide for a minimum of 19 trees. The proposed landscape plan shows a total of 19 trees, 11 existing and 8 new trees along the north property line replacing those that would be removed for the infiltration system.

Access. One new curb opening would be constructed on the west side of the lot to access the new parking lot. The curb opening complies with width and spacing requirements.

Building Materials. The applicant is proposing to construct the addition with the same concrete panel construction as the existing building. The proposed materials comply with exterior standards.

Engineering. Engineering has reviewed the plans and finds them consistent with storm water standards. A new underground infiltration system is proposed on the northeast corner of the lot to accommodate the additional runoff being created. The Assistant City Engineer has prepared a memo dated May 29, 2015 which identifies their list of items that must be addressed prior to issuance of any permits. The memo is incorporated into the list of approval conditions.

Lighting. Any exterior lighting on the addition must comply with lighting standards which requires fixtures be a shoe box style with flat lenses. The plans identify the building light as a down cast light which would comply.

Improvement Agreement. An improvement agreement and stormwater maintenance agreement would be required with this development to address specific improvements to the site, and storm water. Details of the improvement agreement would be worked out prior to City Council review.

Variance

The applicant is requesting a variance to allow the building expansion along the established 33 foot setback along the north property line. The zoning ordinance requires a 75 foot setback from residential properties. The location of the current building was approved by variance in 1996.

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The comprehensive plan guides the property for community commercial which would allow for this use and building expansion. There is no maximum impervious surface or building coverage maximum in the B-3 District. The Ordinance anticipates full use of a B-3 zoned property for building and parking lot.

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

The property is only approximately 135 feet wide. Taking into account a 75 foot setback and a 30 foot setback from streets, only a 30 foot building pad area exists. The width of the building expansion would be the same as the existing building. It was determined by the Council previously that a reduced setback was necessary to obtain reasonable use of the property. The proposed expansion follows the same setback line and does not encroach closer to the north property line. It was also anticipated that there would be a building expansion sometime in the future when this was originally approved.

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

The existing narrow lot size along with the setback from residential make the buildable area on the lot very small for a commercial/industrial building.

4. *The variance will not alter the essential character of the locality.*
The building line has been established with a previous variance approval. The expansion along that setback line would not appear to alter the character of the neighborhood.
5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
 - o Approval of the **Major Site Plan** Approval for a an approximate 5,000 square foot addition to the existing building subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated 5/20/15
Grading Plan	dated 5/20/15
Utility, Paving and Geometric Plan	dated 5/20/15
Landscape Plan	dated 5/20/15
Elevation Plans	dated 5/20/15
 2. An improvement agreement, storm water management plan including an operations/maintenance plan shall be required to be entered into between the City and the developer addressing the improvements on the site. The agreements shall be approved by the City Council prior to issue of any permits.
 3. All building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines.
 4. All plans shall be subject to the review and approval of the Fire Marshal.
 5. All grading and utility plans, or modifications thereof, must be approved by the City Engineer. All comments found on memo from Assistant City Engineer dated 5/29/15 must be incorporated into the plans prior to work commencing on the site.

- Approval of the **Variance** to allow a 33 foot setback from the north property line for the building expansion with the practical difficulty being the narrow depth (width) of the lot limits the buildable area and the proposed setback is no less than what was previously approved.

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

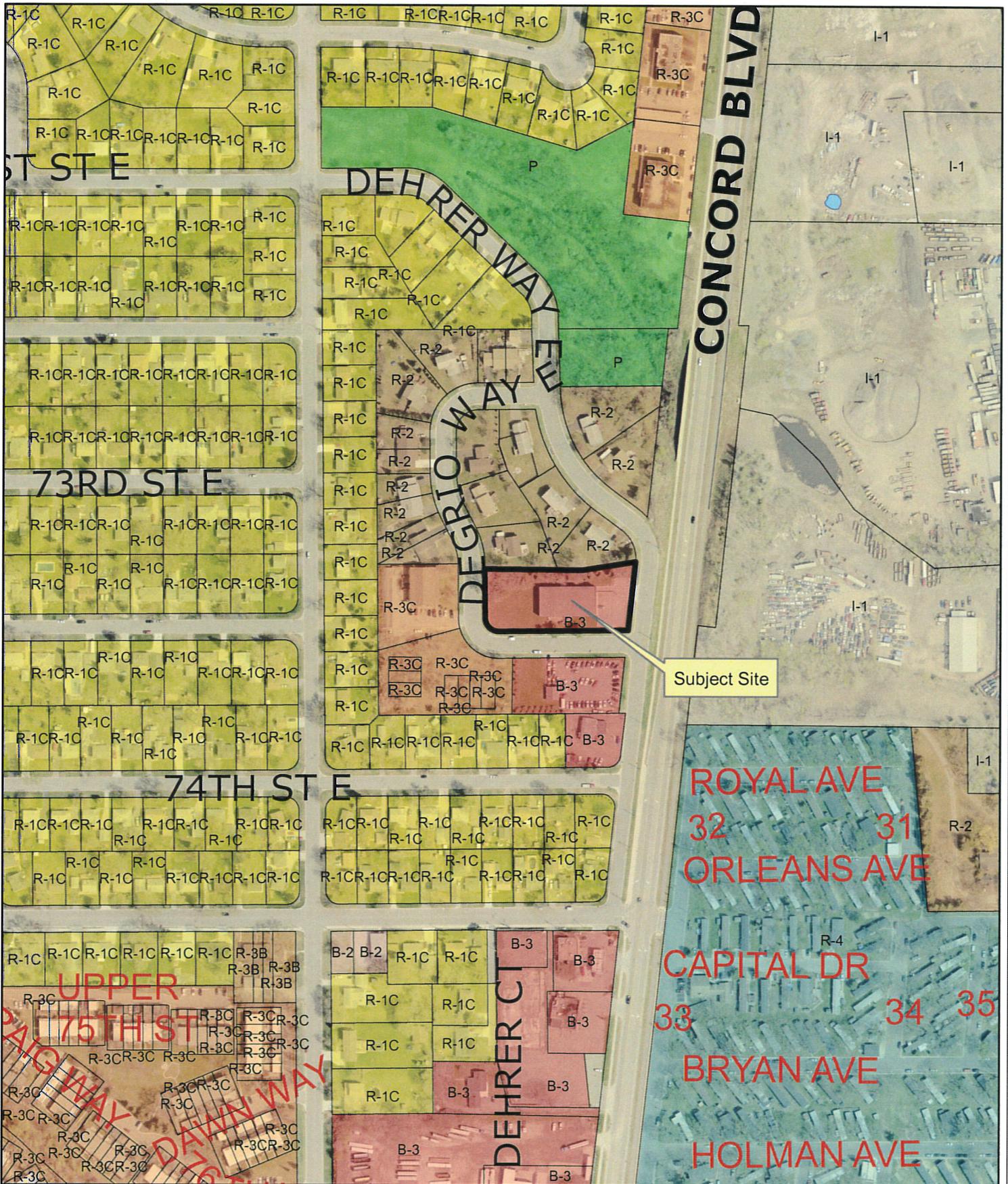
Based on the preceding report, Staff recommends approval of the Major Site Plan and Variance with the conditions listed above.

Attachments Zoning and Location Map
Project Narrative
Site Plan
Grading Plan
Utility, Paving and Geometric Plan
Landscape Plan
Elevation Plans



Location Map

Case No. 15-17PRV



PROJECT NARRATIVE

Power Dynamics

7365 Concord Boulevard, Inver Grove Heights, Minnesota

Project Team:

Owner

Wall LLC

7365 Concord Boulevard

Inver Grove Heights, MN

Contact: Chad Wall

Phone: 651-454-5504

Email: cwall@powerdynamicsinc.com

Design Lead / Architecture

Sperides Reiners Architects, Inc.

4200 West Old Shakopee Road

Bloomington, MN 55437

Contact: Eric A. Reiners, AIA

Phone: 952-996-9662

email: ereiners@srarchitectsinc.com

Civil Engineer

BKBM Engineers

5930 Brooklyn Blvd.

Minneapolis, MN 55429

Contact: Keith Matte, PE

Phone: 763-843-0446

Structural Engineer

Reigstad & Associates

192 West 9th Street

St. Paul, MN 55102

Contact: Jared Reigstad, PE

Phone: 651-292-3115

Surveyor

Sunde Land Surveying

9001 East Bloomington Freeway Ste. 118

Bloomington, MN 55420

Contact: Lenny Carlson, PLS

Phone: 952-881-2455

General Contractor

Engelsma Construction, Inc.

7119 31st Avenue North

Minneapolis, MN 55427

Contact: Jeff Engelsma

Phone: 763-536-9200

PROJECT SITE DATA

Parcel Basics

The existing site is currently developed with an existing 8,382 SF commercial building. The property is bounded by Degrio Way to the west and south, Dehrer Way to the east, and residential lots to the north.

Project Land Use Data

The project site falls under the Inver Grove Heights B-3 General Business zoning and the existing facility operates with a Conditional Use Permit governing the site. The 8,382 SF structure has two overhead doors facing the east toward Concord Boulevard and Dehrer Way – one dock height, and one drive in. The site also accommodates sixteen (16) parking spaces in the east lot.

The site will meet the overlying district requirements governing parking, hardcover, and building height. However, the existing structure encroaches on the north setback which required a variance when originally completed. Under the proposed plan, this north building line is being extended to the west and with it, the variance will require modification as well.

Using the City's requirements for manufacturing uses, 4 parking spaces are required, plus 1 space for every 800 SF of building area. This equals $4 + (13,442 / 800) = 4 + 16.80 = 21$ parking spaces.

Parking	Required	Provided
Manufacturing	4 + 1 per 800 SF	22
TOTAL PARKING	21	22

PROJECT DEVELOPMENT DATA

Project Site Data:

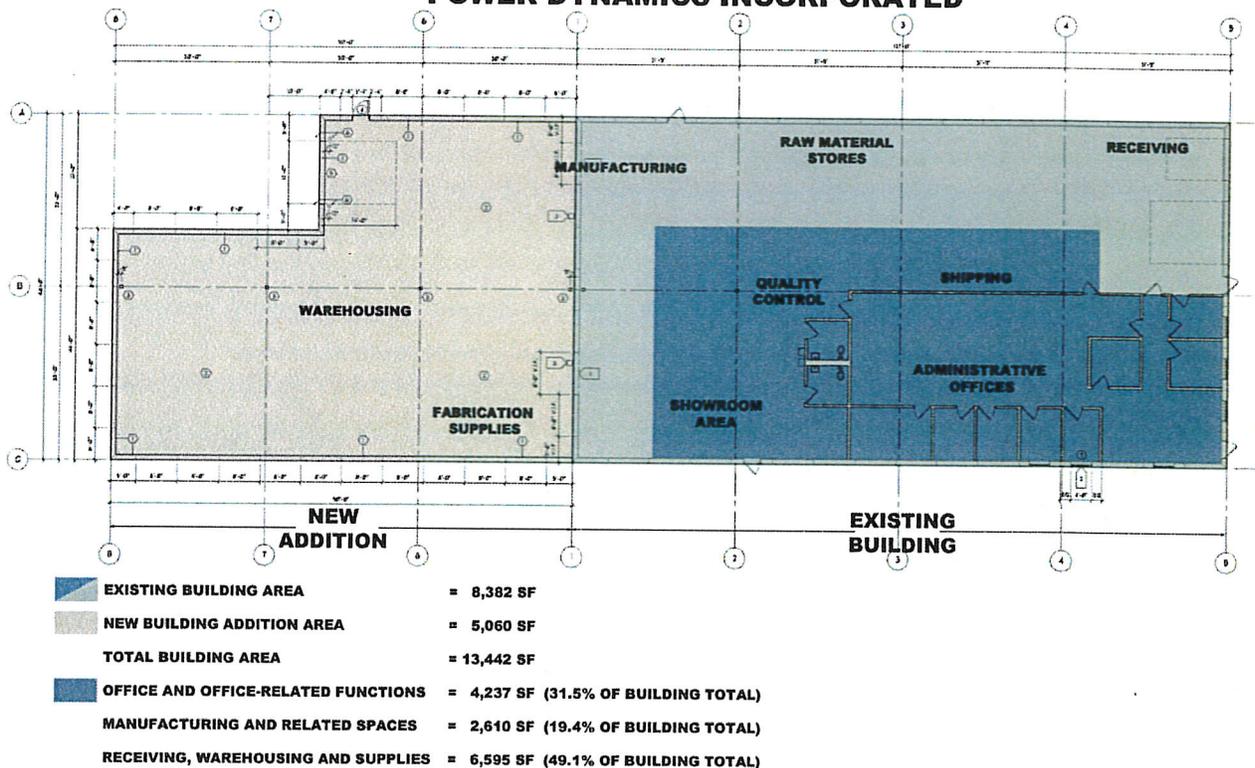
Power Dynamics has been operating out of this site for more than 18 months now and is looking forward to adding more value to the immediate surroundings. Power Dynamics will continue to ship and receive out of the two doors located on the east side of the site and does not anticipate adding additional traffic to the neighborhood. Six (6) additional parking spaces are being added to the site on the west end in order to meet zoning requirements, but again, traffic to and from these spots will be limited.

Project Development Data:

Program

The building addition will be developed and finished for one primary reason – to augment the current facility's ability to stage, categorize, store and display its manufactured components. To this end, the building addition that expands the current footprint to the west will be largely composed of storage and warehousing space. A diagram of the proposed building plan is inserted below.

POWER DYNAMICS INCORPORATED



Site

The existing site has a large west yard in place that can easily accommodate the proposed addition together with the additional site access and parking spaces. The west site boundary is above the finished floor elevation of the building and will require some site re-grading to accommodate the requisite finished grades.

The most significant site work results from the requirements stemming from storm water management. Because the total additional area of impervious surface (building and parking) that will be added to the site through this addition process will exceed 5,000 SF, storm water management guidelines will require treatment of 100% of the site's impervious surface area.

Developed property area:	1.04 Acres	
Total impervious surface area:	.54 Acres	52%
Total green or permeable surface area:	.50 Acres	48%

As a result of a variety of factors, this storm water management could not be entirely completed through the use of surface ponds or infiltration basins and thus requires the installation of underground infiltration tank structures, which in turn will force the removal a number of trees. The scope of tree

removal and storm water management systems, including collection, treatment, rate control and discharge are fully explained and detailed within the submittal drawings.

Engineering and Utilities

Project civil engineers, BKBM Engineers, have worked closely with the rest of the design team in preliminary stages to accommodate and properly configure the building development, site coverage and storm water management, as well as the requisite utility connections.

The storm water management plan, calculations and design is completely detailed in the submittal drawings together with HydroCAD calculations and summary documenting system filtration and discharge. A brief narrative summary of the system performance follows:

HydroCAD was used to model the proposed site hydrology. The NRCS Method of Abstractions was used with Type II, 24-hour rainfall events from the NOAA Atlas 14 precipitation frequency estimates (refer to Table 3). NRCS curve numbers were derived based on a weighted average of each area of ground cover type. Refer to Table 2 for runoff curve numbers used in the proposed computations. The project is located within the City of Inver Grove Heights and Lower Mississippi Watershed Management Organization. Current treatment and runoff standards for City of Inver Grove Heights are the following;

Water Quality and Volume Control – Reduce Total Suspended Solids by 85% and Total Phosphorus by 55%. Volume control of 1-inch of volume from the new impervious surfaces shall be held on site. Peak Stormwater Runoff Control – Runoff rates for the two, ten and one hundred year events cannot exceed predevelopment runoff rates.

The City requires projects that add more than 5,000 square feet of impervious area, are required to update the entire site to current standards.

To meet the City of Inver Grove Heights standards, an underground infiltration system comprised of 48-inch diameter perforated pipes will be used. A new storm sewer system will be constructed to convey the existing and proposed impervious surface runoff to the system. Sump manholes and catch basins will be used to pretreat the runoff prior to entering the underground infiltration system. Table 6 below shows a summary of the peak runoff rates for the proposed conditions. Table 7 below compares the existing site runoff rates with the proposed site runoff rates. (Please note that these tables and the rest of the HydroCAD summary can be seen in the full submittal set)

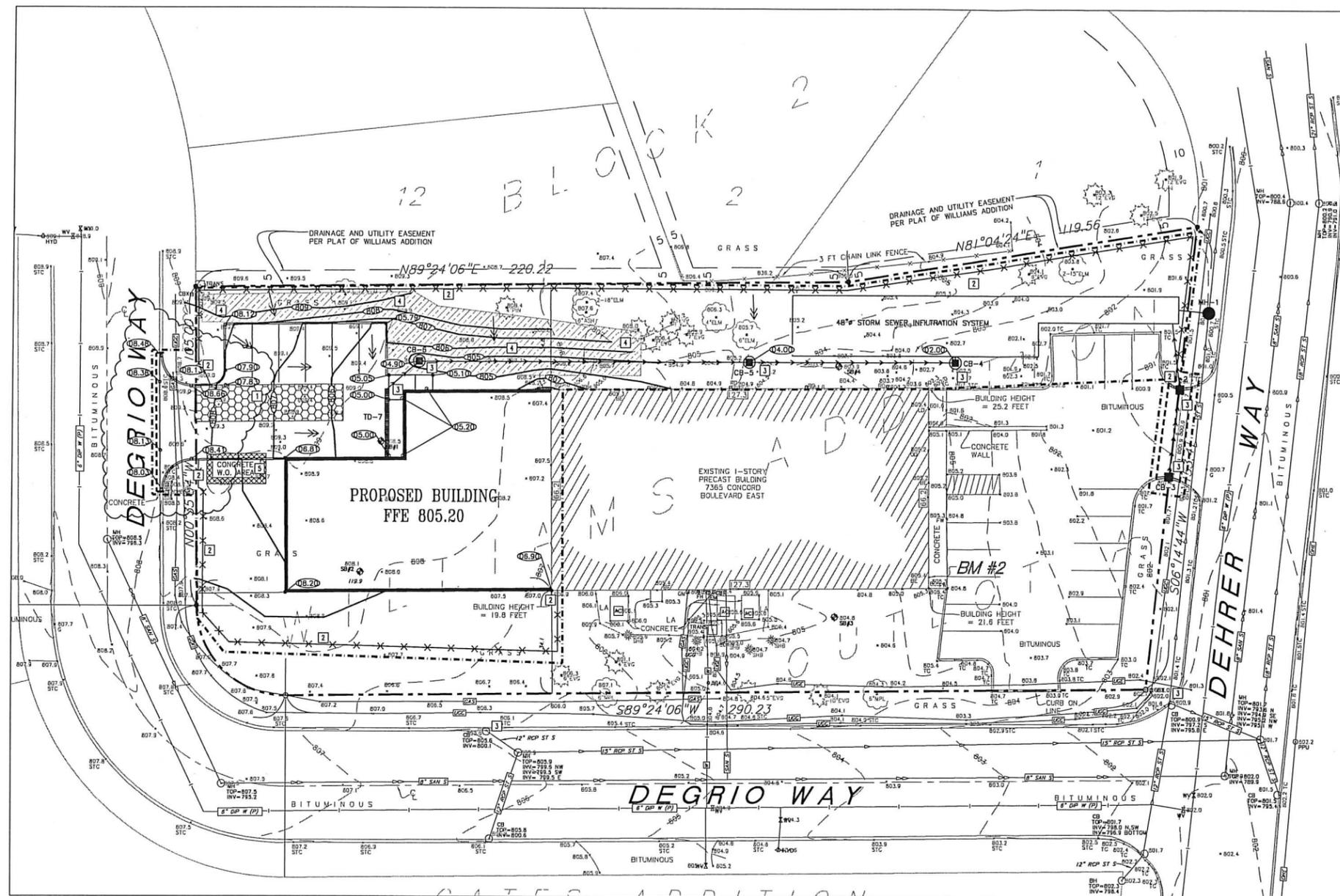
Table 6: Summary of Peak Runoff Rates: Proposed Drainage Areas (Detail 2/C500)				
Drainage Area No.	Time of Concentration (minutes)	24-hour Storm Events Peak Runoff Rates		
		2-year (cfs)	10-year (cfs)	100-year (cfs)
1	5.0	0.01	0.03	0.12
2	5.0	0.00	0.00	0.00
3	6.7	0.09	0.35	1.20
4	5.0	0.01	0.93	3.81
5	5.0	0.00	0.00	0.00
TOTAL		0.11	1.31	5.13

Table 7: Comparison of Peak Runoff Rates: Existing vs. Proposed (cfs)			
Condition	2-year/ 24-hr	10-year/ 24-hr	100-year/ 24-hr
Predevelopment	0.33	1.47	5.40
Existing	1.59	3.04	7.26
Proposed	0.11	1.31	5.13

Building Design

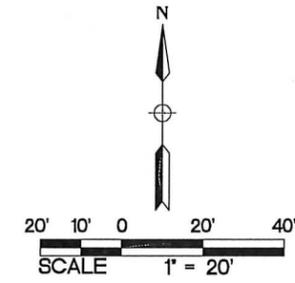
The building addition will be composed of insulated precast concrete wall panels consistent with the existing structure. Mechanical HVAC requirements will be accommodated by utilizing existing on-grade systems and no rooftop structures or screening are planned or provided.

A wood fence and landscaping will be installed between the northwest parking lot and the residential lot to the north. Additional landscape materials will be installed along the north property boundary per the landscape plan following the earthwork and re-grading associated with the storm water management.



PROPOSED PLAN SYMBOLS

CONSTRUCTION LIMITS	---
SILTATION FENCE	X-X
PROPERTY LINE	- - -
SAWCUT LINE (APPROX.)	- · - · -
PROPOSED CONTOUR	— 0.50 —
STORM SEWER	— S —
CATCH BASIN	⊙
MANHOLE	⊙
EROSION CONTROL BLANKET (TEMPORARY)	▨
ROCK CONSTRUCTION ENTRANCE	⊠
DRAINAGE FLOW ARROW	→
SPOT ELEVATION	15.50
SOIL BORING	SB-1
CONCRETE WASHOUT AREA	⊠



ABBREVIATIONS

BLDG	Building
BM	Bench Mark
BW	Bottom of Wall
CB	Catch Basin
CONC	Concrete
ELEV	Elevation
EX	Existing
FFE	Finished Floor Elevation
INV	Invert
MAX	Maximum
MH	Manhole
MIN	Minimum
PVC	Polyvinyl Chloride
RCP	Reinforced Concrete Pipe
W.O.	Washout

*NOTE: CONSTRUCTION LIMITS ARE ANTICIPATED TO BE PROPERTY LINE UNLESS OTHERWISE SHOWN.

APPROXIMATE DISTURBED AREA IS 0.56 ACRES

*NOTE: STORM SEWER INLETS NOT SHOWN ON PLAN MAY RECEIVE RUNOFF FROM CONSTRUCTION ACTIVITIES. INSTALL INLET SEDIMENT PROTECTION PER DETAIL 3/C400 ON ALL STORM INLETS THAT MAY RECEIVE RUNOFF.

KEYED NOTES

- KEYED NOTES ARE DENOTED BY [] ON PLAN.
- INSTALL ROCK CONSTRUCTION ENTRANCE. REFER TO DETAIL 1/C400.
 - INSTALL SILT FENCE. REFER TO DETAIL 2/C400.
 - INSTALL INLET SEDIMENT PROTECTION. REFER TO DETAIL 3/C400.
 - INSTALL MN/DOT 3885 CATEGORY 2 TEMPORARY STRAW FIBER EROSION CONTROL BLANKET.
 - APPROXIMATE LOCATION OF TEMPORARY CONTAINED CONCRETE WASHOUT BIN. REFER TO THE MINNESOTA'S NPDES/SDS GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY FOR MORE DETAILS. SELF CONTAINED CONCRETE WASHOUTS ON CONCRETE DELIVERY TRUCKS IS AN ACCEPTABLE ALTERNATIVE TO ON-SITE CONTAINMENT.

1 GRADING PLAN
C200 1"=20'

EROSION CONTROL NOTES:

- ALL EROSION CONTROL FACILITIES SHALL BE INSTALLED PRIOR TO ANY SITE GRADING OPERATIONS. THE CITY ENGINEERING DEPARTMENT AND LOWER MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION MUST BE NOTIFIED UPON COMPLETION OF THE INSTALLATION OF THE REQUIRED EROSION CONTROL FACILITIES AND PRIOR TO ANY GRADING OPERATION BEING COMMENCED. THE CONTRACTOR IS RESPONSIBLE TO SCHEDULE A PRE-CONSTRUCTION GRADING MEETING ON-SITE WITH THE CITY AND LOWER MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION. IF DAMAGED OR REMOVED DURING CONSTRUCTION, ALL EROSION CONTROL FACILITIES SHALL BE RESTORED AND IN PLACE AT THE END OF EACH DAY.
- ANY EROSION CONTROL FACILITIES DEEMED NECESSARY BY THE CITY OR WATERSHED; BEFORE, DURING OR AFTER THE GRADING ACTIVITIES, SHALL BE INSTALLED AT THEIR REQUEST.
- NO DEVIATIONS SHALL BE MADE FROM THE ELEVATIONS SHOWN ON THE APPROVED GRADING PLAN, WITHOUT PRIOR APPROVAL FROM THE CITY.
- FOR SITES GREATER THAN 1.0 ACRE, AS REQUIRED BY THE MPCA PERMIT REQUIREMENTS, THE PERMIT APPLICANT MUST KEEP AN EROSION CONTROL INSPECTION LOG. INSPECTION MUST BE MADE ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER EVERY RAIN EVENT. THE INSPECTION RECORD MUST BE MADE AVAILABLE TO THE CITY AND WATERSHED WITHIN 24 HOURS OF REQUEST.
- FLOWS FROM DIVERSION CHANNELS OR PIPES (TEMPORARY OR PERMANENT) SHALL BE ROUTED TO SEDIMENTATION BASINS OR APPROPRIATE ENERGY DISSIPATORS TO PREVENT TRANSPORT OF SEDIMENT TO OUTFLOW TO LATERAL CONVEYORS AND TO PREVENT EROSION AND SEDIMENTATION WHEN RUNOFF FLOWS INTO THESE CONVEYORS.
- SITE ACCESS ROADS SHALL BE GRADED OR OTHERWISE PROTECTED WITH SILT FENCES, DIVERSION CHANNELS, OR DIKES AND PIPES TO PREVENT SEDIMENT FROM EXITING THE SITE VIA THE ACCESS ROADS. SITE-ACCESS ROADS/DRIVEWAYS SHALL BE SURFACED WITH CRUSHED ROCK WHERE THEY ADJOIN EXISTING PAVED ROADWAYS.
- SOILS TRACKED FROM THE SITE BY MOTOR VEHICLES OR EQUIPMENT SHALL BE CLEANED DAILY FROM PAVED ROADWAY SURFACES, OR MORE FREQUENTLY IF REQUESTED BY CITY OR WATERSHED, THROUGHOUT THE DURATION OF CONSTRUCTION.
- DUST CONTROL MEASURES SHALL BE PERFORMED PERIODICALLY WHEN CONDITIONS REQUIRE AND/OR AS DIRECTED BY THE CITY OR WATERSHED.
- ALL EROSION CONTROL MEASURES SHALL BE USED AND MAINTAINED FOR THE DURATION OF SITE CONSTRUCTION. IF CONSTRUCTION OPERATIONS OR NATURAL EVENTS DAMAGE OR INTERFERE WITH THESE EROSION CONTROL MEASURES, THEY SHALL BE RESTORED TO SERVE THEIR INTENDED FUNCTION AT THE END OF EACH DAY OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
- ALL CONSTRUCTION AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED AS SOON AS POSSIBLE. ANY AREAS WHICH HAVE BEEN FINISHED GRADED OR AREAS THAT HAVE BEEN DISTURBED AND FOR WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY SHALL BE SEEDED AND MULCHED AS SET FORTH IN THE FOLLOWING PARAGRAPHS WITHIN 14 DAYS:
 - ALL SEEDING AREAS SHALL BE EITHER MULCHED AND DISC-ANCHORED OR COVERED BY FIBROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION. TEMPORARY STRAW MULCH SHALL BE DISC-ANCHORED AND APPLIED AT A UNIFORM RATE OF NOT LESS THAN TWO TONS PER ACRE AND NOT LESS THAN 80% COVERAGE.
 - IF THE GRADED AREA IS ANTICIPATED TO BE RE-DISTURBED/DEVELOPED WITHIN SIX MONTHS, PROVIDE A TEMPORARY VEGETATIVE COVER CONSISTING OF MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) SEED MIXTURE 21-111 (CATS), OR 21-112 (WINTER WHEAT), AT A RATE OF 100 POUNDS PER ACRE.
 - IF GRADED AREA WILL NOT BE DEVELOPED FOR A PERIOD GREATER THAN SIX MONTHS, PROVIDE A SEMI-PERMANENT VEGETATIVE COVER OF SEED MIXTURE MNDOT 22-112 AT A RATE OF 40 POUNDS PER ACRE.
 - GRADING BONDS OR THE EQUIVALENT SECURITIES SHALL BE RETAINED UNTIL TURF HAS GERMINATED AND SURVIVED A 60-DAY GROWING PERIOD.
 - ALL AREAS THAT WILL NOT BE MOWED OR MAINTAINED AS PART OF THE ULTIMATE DESIGN WILL BE PERMANENTLY RESTORED USING SEED MIXTURE MNDOT 25-141 AT A RATE OF 50 POUNDS PER ACRE.
 - UNLESS SPECIFIED ELSEWHERE WITHIN THE CONSTRUCTION DOCUMENTS (I.E. ARCHITECTURAL SITE PLAN OR LANDSCAPE PLAN), PERMANENT TURF RESTORATION SHALL CONSIST OF MN/DOT SEED MIXTURE 25-131 (COMMERCIAL TURF GRASS) AT A RATE OF 220 POUNDS PER ACRE.
 - WHENEVER OTHER EROSION AND SEDIMENT CONTROL PRACTICES ARE INADEQUATE, TEMPORARY ON-SITE SEDIMENT BASINS THAT CONFORM TO THE CRITERIA FOR ON-SITE DETENTION BASINS SHALL BE PROVIDED.
- RUNOFF SHALL BE PREVENTED FROM ENTERING ALL STORM SEWER CATCH BASINS PROVIDING THEY ARE NOT NEEDED DURING CONSTRUCTION. WHERE STORM SEWER CATCH BASINS ARE NECESSARY FOR SITE DRAINAGE DURING CONSTRUCTION, A SILT FENCE OR SEDIMENT PROTECTION DEVICES AS DETAILED SHALL BE INSTALLED AND MAINTAINED AROUND ALL CATCH BASINS UNTIL THE TRIBUTARY AREA TO THE CATCH BASIN IS RESTORED.
- GRADING ACTIVITIES PROPOSED TO BEGIN AFTER OCTOBER 15 WILL REQUIRE AN APPROVED PHASING SCHEDULE. THE AREA OF LAND THAT THE CITY WILL ALLOW TO BE DISTURBED AT THIS TIME OF YEAR WILL BE SEVERELY LIMITED. THE CITY WILL ALSO REQUIRE ADDITIONAL EROSION CONTROL DEVICES, I.E., TEMPORARY SEDIMENT BASINS, DORMANT SEEDING AND HIGH RATES OF APPLICATION OF BOTH SEED AND MULCH.
- EROSION CONTROL FACILITIES SHALL BE INSTALLED AND MAINTAINED AROUND THE PERIMETER OF ALL LAKES, PONDS AND WETLANDS WITHIN OR ADJACENT TO THE AREA TO BE GRADED UNTIL THE TRIBUTARY AREA TO THE LAKE, POND OR WETLAND IS RESTORED.
- TO MINIMIZE EROSION, ALL 3:1 SLOPES SHALL BE COVERED WITH A MN/DOT 3885 CATEGORY 2 STRAW EROSION CONTROL BLANKETS OR STAKED SOD.
- ACCUMULATION OF ALL SEDIMENT OCCURRING IN STORM SEWERS, DITCHES, LAKES, PONDS AND WETLANDS SHALL BE REMOVED PRIOR TO, DURING AND AFTER COMPLETION OF GRADING ACTIVITIES.
- EROSION CONTROL ITEMS AND DEVICES SHALL BE REMOVED ONLY AFTER THE AREA HAS RECEIVED FINAL STABILIZATION OR AS DIRECTED BY THE CITY AND/OR WATERSHED.

GRADING NOTES:

- THE CONTRACTOR SHALL VISIT THE SITE, REVIEW ALL CONSTRUCTION DOCUMENTS AND FIELD VERIFY THE EXISTING CONDITIONS PRIOR TO BIDDING. NO ADDITIONAL COMPENSATION WILL BE GIVEN FOR WORK THAT COULD HAVE BEEN IDENTIFIED BY A SITE VISIT OR CONSTRUCTION DOCUMENT REVIEW.
- THE BACKGROUND INFORMATION WAS PREPARED BY SLUDE LAND SURVEYING. CONTACT LEONARD CARLSON AT (952) 881-2455.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION AND MARK ALL EXISTING UTILITIES 48 HOURS BEFORE CONSTRUCTION STARTS. THE ENGINEER, ARCHITECT OR OWNER DOES NOT GUARANTEE THAT ALL UTILITIES ARE MAPPED, OR IF MAPPED, ARE SHOWN CORRECTLY. CONTACT Gopher ONE AT 651-454-0002 FOR FIELD LOCATING EXISTING UTILITIES. CONTACT UTILITY OWNER IF DAMAGE OCCURS DUE TO CONSTRUCTION.
- PROTECT ALL EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED FOR REMOVAL.
- NOTIFY CITY BUILDING INSPECTOR BEFORE TRENCHING AND EXCAVATION WORK COMMENCES. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS PRIOR TO START OF CONSTRUCTION.
- ALL SPOT ELEVATIONS SHOWN AS 95.5, FOR EXAMPLE, ARE TO BE UNDERSTOOD TO MEAN 925.50.
- ALL SPOT ELEVATIONS ALONG THE CURB-LINE INDICATE THE ELEVATION OF THE GUTTER, UNLESS NOTED OTHERWISE.
- NO LANDSCAPED SLOPES ARE TO EXCEED 3:1 (3 FEET HORIZONTAL TO 1 FOOT VERTICAL) UNLESS NOTED OTHERWISE.
- ACCESSIBLE PARKING AREAS SHALL NOT HAVE SLOPES IN ANY DIRECTION THAT EXCEED 2%.
- PROVIDE POSITIVE DRAINAGE FROM BUILDINGS AT ALL TIMES.
- UPON COMPLETION OF THE GRADING AND UTILITY WORK, THE DEVELOPER SHALL CERTIFY THAT ALL GRADING AND UTILITY WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED GRADING AND UTILITY PERMITS. AN AS-BUILT GRADING AND UTILITY PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND DISTRIBUTION.
- PRIOR TO ISSUANCE OF BUILDING PERMITS, ALL NECESSARY EROSION CONTROL DEVICES MUST BE IN PLACE AND FUNCTIONING. THE CITY AND WATERSHED WILL INSPECT THE SITE TO DETERMINE ITS SUITABILITY FOR BUILDING ACTIVITIES. IF THE PUBLIC UTILITIES HAVE NOT BEEN INSTALLED AT THIS POINT, IT MAY BE NECESSARY TO WITHHOLD BUILDING PERMITS FOR VARIOUS LOTS TO ALLOW THE CONTRACTOR ADEQUATE SPACE TO PERFORM THIS WORK.
- ALL DEBRIS CREATED IN THE PROCESS OF CLEARING AND GRADING THE SITE SHALL BE REMOVED FROM THE SITE. THIS INCLUDES TREES AND SHRUBS. UNDER NO CIRCUMSTANCES SHALL THIS TYPE OF MATERIAL BE BURIED OR BURNED ON THE SITE.
- THE INTENT IS TO STRIP AND SALVAGED TOPSOIL FOR POTENTIAL RE-SPREADING ON THE SITE, IF APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS. SIX INCHES OF TOPSOIL - AFTER COMPACTION - SHALL BE RE-SPREAD PRIOR TO SEEDING AND MULCHING. EXCESS TOPSOIL MAY BE REMOVED FROM THE SITE PROVIDING THERE IS ADEQUATE TOPSOIL REMAINING TO PROPERLY FINISH THE SITE AS NOTED ABOVE. THE TOPSOIL STRIPPING, STOCKPILING AND RE-SPREADING SHALL BE DONE IN ACCORDANCE TO, AND NOTED ON, THE APPROVED GRADING PLAN AND SPECIFICATIONS. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE DRAWINGS AND SPECIFICATIONS FOR ANY SPECIAL TOPSOIL OR PLANTING REQUIREMENTS.
- ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT SEDIMENT FROM RUNNING OFF ONTO ADJACENT PROPERTIES. ANY DAMAGE TO ADJACENT PROPERTIES MUST BE CORRECTED AND RESTORED AS SOON AS PERMISSION IS GRANTED FROM THE ADJACENT PROPERTY OWNER(S).
- IF CONSTRUCTION OF THE SITE WORK PROCEEDS THROUGH THE WINTER MONTHS, ANY DISTURBED AREAS OUTSIDE THE BUILDING FOOTPRINTS ARE TO BE MINIMALLY STABILIZED PRIOR TO MARCH 1, AS FOLLOWS: AREAS PLANNED TO RECEIVE PAVEMENTS ARE TO HAVE CLASS 5 BASE INSTALLED; ALL OTHER DISTURBED AREAS ARE TO BE SEED, STRAW MULCH PLACED, AND DISC-ANCHORED.
- WINTER MULCHING:
 - SNOW MULCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER THE TOP OF SNOW SO THAT THE MULCH MELTS THROUGH THE SNOW AND STICKS TO THE EXPOSED SOILS.
 - FROZEN GROUND MULCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER FROZEN GROUND. MULCH MATERIALS THAT DO NOT REQUIRE DISC-ANCHORING INTO THE SOIL MAY BE PLACED WITHOUT MODIFICATION. MULCH MATERIALS THAT REQUIRE DISC-ANCHORING MUST BE ANCHORED WITH HYDRAULIC SOIL STABILIZERS OR MAY BE FROZEN TO THE SOIL BY APPLYING WATER, AT A RATE OF 2000 GALLONS PER ACRE, OVER THE MULCH AS A SUBSTITUTION FOR DISC-ANCHORING.
- RETAINING WALLS AND APPROPRIATE SAFETY FENCING ALONG THE TOP OF WALLS ARE TO BE DESIGNED AND CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER. SUBMIT RETAINING WALL SHOP DRAWINGS TO PROJECT TEAM PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE.

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

Keith A. Waite
KEITH A. WAITE REG. NO. 46574

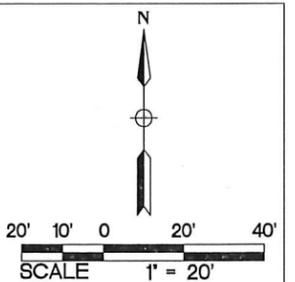
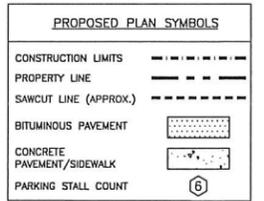
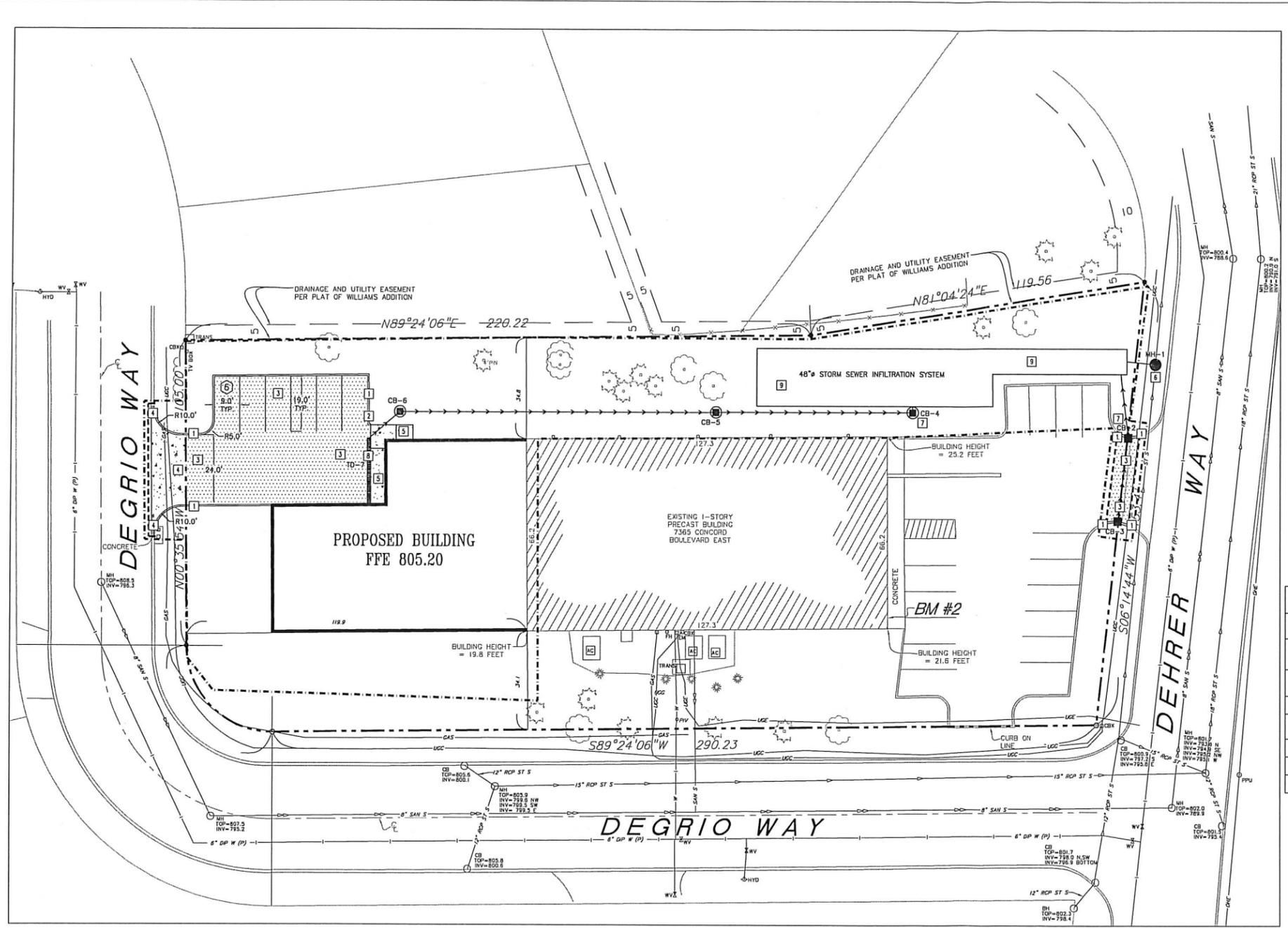
ISSUE:
5-4-2015 Δ ISSUE FOR CITY SUBMITAL
5-4-2015 Δ ISSUE FOR CITY RESUBMITAL

POWER DYNAMICS ADDITION
7365 CONCORD BOULEVARD
INVER GROVE HEIGHTS, MINNESOTA 55076

Grading Plan

BKBM PROJECT NO: 15298
DRAWN BY: SJH
CHECKED BY: KAM

C200



ABBREVIATIONS

BLDG	Building
BM	Bench Mark
CONC	Concrete
ELEV	Elevation
EX	Existing
FFE	Finished Floor Elevation
MAX	Maximum
MIN	Minimum
R	Radius
TI	Tank Invert
TYP.	Typical
MN MUTCD	Minnesota Manual on Uniform Traffic Control Devices

- KEYED NOTES**
- KEYED NOTES ARE DENOTED BY [] ON PLAN.
- INSTALL B612 CONCRETE CURB AND GUTTER, MATCH EXISTING WHERE APPLICABLE. REFER TO DETAIL 6/C401.
 - INSTALL NOSEDOWN CURB SECTION. REFER TO DETAIL 3/C401.
 - INSTALL MEDIUM-DUTY BITUMINOUS PAVEMENT. REFER TO DETAIL 4/C401.
 - INSTALL CONCRETE DRIVE ENTRANCE. REFER TO DETAIL 2/C401.
 - INSTALL CONCRETE WALK. REFER TO DETAIL 5/C401.
 - CONSTRUCT NEW MANHOLE OVER EXISTING 12" PIPE AT INVERT APPROX. 797.00. FOLLOW ALL CITY OF INVER GROVE HEIGHTS STANDARDS AND SPECIFICATIONS.
 - INSTALL SUMP CATCH BASIN. REFER TO DETAIL 6/C401.
 - INSTALL TRENCH DRAIN. REFER TO DETAIL 1/C401.
 - INSTALL INFILTRATION SYSTEM PER DETAIL 7/C401. INFILTRATION SYSTEM SHALL HAVE AN INFILTRATION VOLUME OF 2,120 CUBIC FEET A TOTAL VOLUME OF 6,605 CUBIC FEET, AND MEET THE RATE CONTROL REQUIREMENTS INDICATED ON SHEET C500. ANY ALTERNATE DESIGNS MUST BE APPROVED BY CIVIL ENGINEER PRIOR TO CONSTRUCTION. CONTRACTOR SHALL TEST BOTTOM OF EXCAVATION PRIOR TO CONSTRUCTION TO ENSURE SYSTEM WILL INFILTRATE AT MINIMUM RATE OF 0.8 INCHES PER HOUR. DURING CONSTRUCTION, CONTRACTOR SHALL PROVIDE MEASURES TO ENSURE THAT UNDERLYING SOILS DO NOT BECOME COMPACTED AND SEDIMENTS ARE NOT DEPOSITED IN BOTTOM OF EXCAVATION.

STORM SEWER TABLE

STRUCTURE IDENTIFICATION	STRUCTURE DIMENSION (INCHES)	NEEMAH CASTING	TOP ELEVATION	INVERT ELEVATION	PIPE LENGTH, DIAMETER, SLOPE & NEXT UPSTREAM STRUCTURE
MH #1	NA	NA	800.97	N. 797.00 S. 797.00 W. 797.00 E. 797.50 S. 797.50 TI. 795.50	11 L.F. OF 10" HDPE PIPE @ 4.55%, INFILTRATION SYSTEM
48" DIAMETER UNDERGROUND INFILTRATION SYSTEM					22 L.F. OF 12" HDPE PIPE @ 0.50%, CB #2 3 L.F. OF 12" HDPE PIPE @ 2.00%, CB #4
CB #2	48	R-3067	800.75	NE. 797.61 S. 797.61 SUMP 794.61	29 L.F. OF 12" HDPE PIPE @ 0.50%, CB #3
CB #3	24x36	R-3067	801.05	N. 797.76	
CB #4	48	R-2535	802.00	N. 797.56 W. 799.16 SUMP 795.16	69 L.F. OF 12" HDPE PIPE @ 1.00%, CB #5
CB #5	48	R-2535	804.00	E. 800.28 W. 800.28	112 L.F. OF 10" PVC PIPE @ 1.00%, CB #6
CB #6	48	R-2535	804.90	E. 801.40 SW. 801.40	14 L.F. OF 6" HDPE PIPE @ 5.00%, TD #7
TD #7	SEE DETAIL		805.00	NE. 802.10	

1
C300 UTILITY, PAVING AND GEOMETRIC PLAN
1"=20'

- GENERAL NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
 - ALL CURB AND GUTTER IS TO BE B612 CONCRETE CURB AND GUTTER UNLESS NOTED OTHERWISE.
 - NO SIDEWALK IS TO HAVE MORE THAN A 2% CROSS SLOPE OR MORE THAN A 5% LONGITUDINAL SLOPE.
 - REFER TO ARCHITECTURAL PLANS FOR PROPOSED BUILDING LAYOUT.
 - FOLLOW ALL CITY OF INVER GROVE HEIGHTS AND DAKOTA COUNTY RULES, REGULATIONS AND SPECIFICATIONS WHEN WORKING IN PUBLIC RIGHT OF WAY.
 - NO PONDING OF WATER OR ABRUPT TRANSITIONS WILL BE ALLOWED WHERE NEW PAVEMENT/CURB/SIDEWALK MATCHES INTO EXISTING PAVEMENT/CURB/SIDEWALK.
 - ALL PARKING STALLS, EXCEPT ACCESSIBLE STALLS, ARE TO BE 9 FEET WIDE BY 19 FEET LONG.
 - THE CONTRACTOR IS TO CONTACT THE CITY OF INVER GROVE HEIGHTS FIRE MARSHALL FOR THE EXACT PLACEMENT OF FIRE LANES, YELLOW-PAINTED CURBING AND NO PARKING AREAS FOR FIRE PROTECTION PURPOSES.

- PAVING NOTES:**
- REFER TO STRUCTURAL PLANS FOR STOOP DETAILS. ALL WALKS ARE TO BE CENTERED ON THE DOORS.
 - INSTALL APPROPRIATE EXPANSION MATERIAL WHERE CONCRETE IS ADJACENT TO BUILDING FACE.
 - SAWCUT AND MATCH NEW BITUMINOUS PAVEMENT INTO EXISTING PAVEMENT. NO ABRUPT GRADE TRANSITIONS OR PONDING OF WATER WILL BE ALLOWED.
 - MATCH NEW CONCRETE CURB AND GUTTER INTO EXISTING. FOLLOW ALL CITY OF INVER GROVE HEIGHTS STANDARDS AND SPECIFICATIONS FOR CURB TYPE, MATERIAL AND INSTALLATION METHODS.
 - SAWCUT EXISTING BITUMINOUS PAVEMENT AND CURB AND GUTTER TO NEAREST JOINT. COORDINATE REMOVAL LIMITS WITH SITE DEMOLITION CONTRACTOR AND CONSTRUCTION MANAGER. INSTALL DRIVE ENTRANCE PER CITY OF INVER GROVE HEIGHTS STANDARDS AND SPECIFICATIONS. FOLLOW ALL CITY OF INVER GROVE HEIGHTS AND DAKOTA COUNTY REQUIREMENTS FOR TRAFFIC CONTROL.

- UTILITY NOTES:**
- COORDINATE SERVICE CONNECTION LOCATIONS AT THE BUILDING WITH THE MECHANICAL CONTRACTOR PRIOR TO CONSTRUCTION. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UNCOORDINATED WORK.
 - ALL SERVICE CONNECTIONS WITH LESS THAN 5 FEET OF COVER OVER THE TOP OF PIPE ARE TO BE INSULATED. INSULATION SHALL BE INSTALLED FROM THE CONNECTION OF THE SERVICE AT THE BUILDING TO THE POINT WHICH THE SERVICE ATTAINS 5 FEET OF COVER. CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM ARCHITECT OR ENGINEER PRIOR TO INSTALLATION OF INSULATION.
 - PROTECT ALL EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED TO BE REMOVED.
 - ALL SEWER AND WATER CROSSINGS SHALL HAVE A MINIMUM VERTICAL SEPARATION OF 1.5 FEET AND HORIZONTAL SEPARATION OF 10 FEET. FOLLOW ALL HEALTH DEPARTMENT AND CITY OF INVER GROVE HEIGHTS AND DAKOTA COUNTY STANDARDS.
 - STORM SEWER PIPING SHALL BE SMOOTH INTERIOR AND ANNUAL EXTERIOR CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE), UNLESS NOTED OTHERWISE. HDPE PIPE SHALL CONFORM TO ASTM F2306.
 - ALL FLARED END SECTIONS ARE TO HAVE TRASH GUARDS, ALL DOWNSTREAM FLARED END SECTIONS SHALL HAVE GEOTEXTILE FABRIC AND RIPRAP PER MNDOT STANDARDS, AS DETAILED.
 - CONTRACTORS ARE TO COORDINATE ALL WORK WITH GAS, ELECTRIC, TELEVISION AND TELEPHONE COMPANIES PRIOR TO START OF CONSTRUCTION.
 - ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10- FEET OF THE BUILDING OR WATER SERVICE LINE SHALL BE TESTED IN ACCORDANCE WITH MN PLUMBING CODE.
 - ALL JOINTS AND CONNECTIONS IN THE STORM SEWER SYSTEM SHALL BE GAS TIGHT OR WATER TIGHT IN ACCORDANCE TO MN PLUMBING CODE. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATER TIGHT CONNECTIONS TO MANHOLES, CATCH BASINS, AND OTHER STRUCTURES. GROUT RINGS ARE AN ACCEPTABLE ALTERNATIVE. CEMENT MORTAR JOINTS ARE PERMITTED ONLY FOR REPAIRS AND CONNECTIONS OF EXISTING LINES CONSTRUCTED WITH SUCH JOINTS.

- UTILITY NOTES FOR WORK IN PUBLIC RIGHT-OF-WAY:**
- FOLLOW ALL CITY OF INVER GROVE HEIGHTS AND DAKOTA COUNTY STANDARDS AND SPECIFICATIONS.
 - PRIOR TO CONSTRUCTION, CONTRACTORS ARE TO COORDINATE ALL WORK WITHIN RIGHT OF WAY AND OBTAIN ALL APPLICABLE PERMITS.

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

Keith White
KEITH A. WHITE REG. NO. 46674
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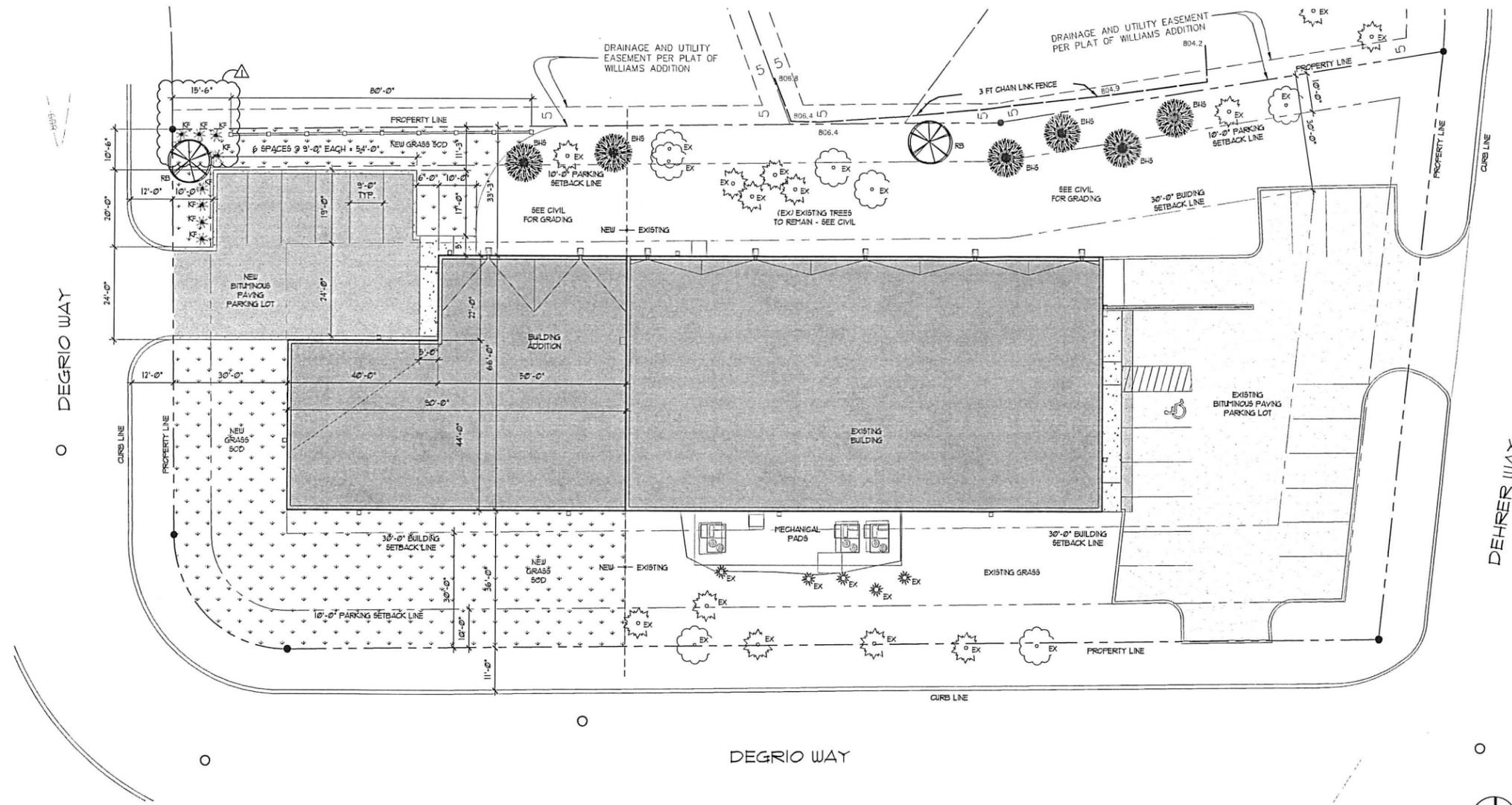
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5-2-2015
ISSUE FOR CITY RESUBMITTAL
5-4-2015

POWER DYNAMICS ADDITION
7365 CONCORD BOULEVARD
INVER GROVE HEIGHTS, MINNESOTA 55076

Utility, Paving and Geometric Plan

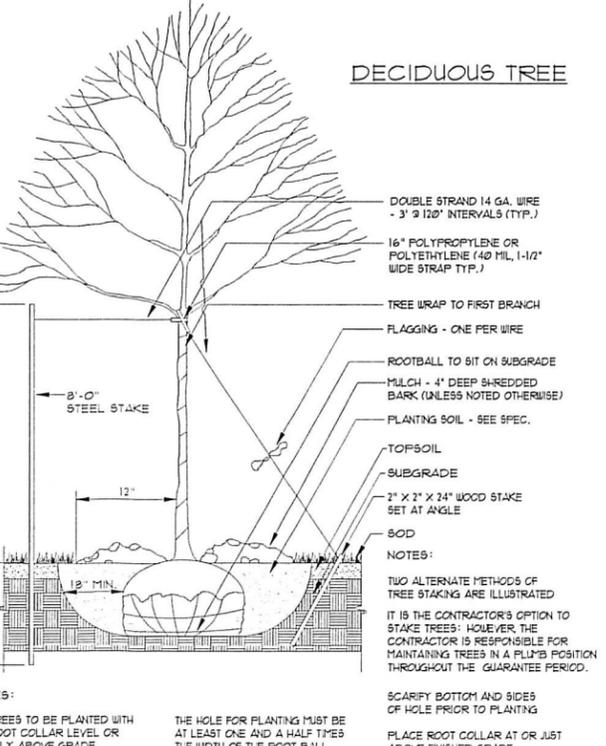
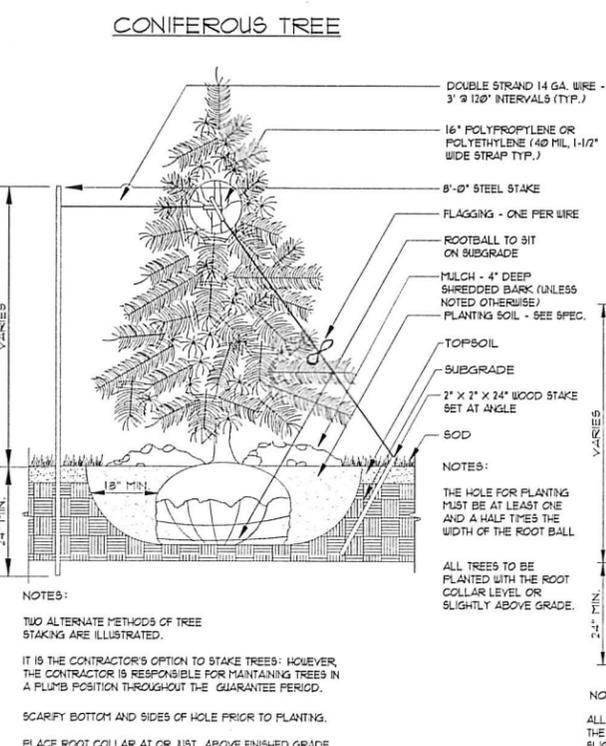
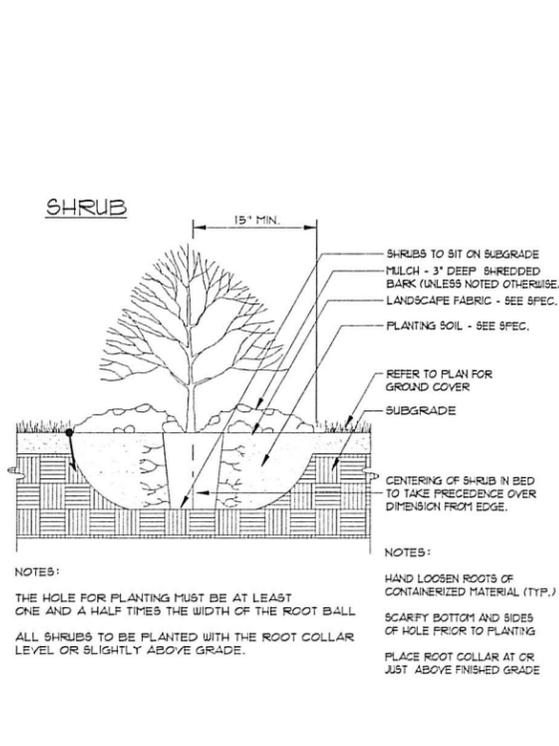
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C300



1 ROOF AND SITE PLAN
SCALE: 1/16" = 1'-0"

- LANDSCAPE NOTES:**
- ALL PLANTING IN TURF AREAS SHALL BE IRRIGATED WITH AN UNDERGROUND IRRIGATION SYSTEM. NO WATER IS ALLOWED ON ANY PAVEMENT, PARKING, WALKWAY OR BUILDING. THE IRRIGATION CONTRACTOR IS TO DESIGN AND SUBMIT SHOP DRAWING OF IRRIGATION DESIGN AND CALCULATIONS TO ARCHITECT FOR REVIEW PRIOR TO INSTALLATION. IRRIGATION DESIGN IS TO MEET ALL CITY PLUMBING CODES AND REQUIREMENTS.
 - EDGE ALL SHRUB AND PERENNIAL BEDS WITH SIX (6) INCH WIDE BY 1/8" THICK BLACK POWDER COATED GALVANIZED STEEL LANDSCAPE EDGING.
 - PROVIDE FOUR (4) INCH MINIMUM DEPTH OF SHREDDED HARDWOOD BARK MULCH IN FOUR (4) FOOT DIAMETER RING AROUND ALL TREES LOCATED IN TURF AREAS. NO VINYL EDGING IS REQUIRED FOR TREES LOCATED IN SHRUB AREAS AND SEEDING AREAS.
 - PROVIDE FOUR (4) INCH MINIMUM DEPTH OF SHREDDED HARDWOOD BARK MULCH IN ALL SHRUB AREAS.
 - PROVIDE THREE (3) INCH DEPTH OF SHREDDED HARDWOOD BARK MULCH IN ALL PERENNIAL AREAS.
 - PROVIDE THREE (3) INCH DEPTH OF ONE AND ONE-HALF (1.5) INCH RIVER ROCK OVER BLACK LANDSCAPE FABRIC UNLESS OTHERWISE NOTED ON PLAN.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FINISHED GRADING AND POSITIVE SURFACE DRAINAGE IN ALL LANDSCAPE AREAS. LANDSCAPE CONTRACTOR MUST ENSURE THAT THE FINAL GRADES ARE MET AS SHOWN ON GRADING PLAN. IF ANY DISCREPANCIES ARE FOUND, IMMEDIATELY NOTIFY ARCHITECT FOR RESOLUTION.
 - ALL PLANT MATERIALS ARE TO CONFORM WITH STATE AND LOCAL CONSTRUCTION STANDARDS AND THE CURRENT ADDITION OF THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. ALL PLANT MATERIALS ARE TO BE HEALTHY, HARDY STOCK, AND FREE FROM ANY DISEASES, DAMAGE AND DISFIGURATION.
 - QUANTITIES OF PLANTS LISTED ON THE PLAN ARE TO GOVERN ANY DISCREPANCY BETWEEN THE QUANTITIES SHOWN ON THE PLAN SCHEDULE AND PLAN. PLACE PLANTS IN PROPER SPACING FOLLOWING LAYOUT FIGURES.
 - SOD SHOWN ON LANDSCAPE PLAN TO BE INSTALLED BY LANDSCAPE CONTRACTOR. SOD TO BE MNDOT 3878.2A FREE OF WEEDS AND DISEASE. APPLY MINIMUM SIX (6) INCHES OF TOPSOIL AND THOROUGHLY FERTILIZE BEFORE LAYING SOD. LANDSCAPE CONTRACTOR TO MAINTAIN SODDED AREAS IN HEALTHY CONDITION.
 - PLANTING SOIL FOR BACKFILLING TO BE TOPSOIL WITH 3 LBS. OF COMMERCIAL FERTILIZER AND ONE-FIFTH YARD OF FEAT HUMUS PER CUBIC YARD. TOPSOIL TO BE MNDOT SELECT TOPSOIL BORROW 3877A.
 - SPREAD PLANTING SOIL AT MINIMUM EIGHTEEN (18) INCH DEEP IN ALL PERENNIAL BEDS PRIOR TO PLANTING.
 - FOLLOW LANDSCAPE DETAILS FOR ALL INSTALLATION, UNLESS OTHERWISE NOTED.
 - LANDSCAPE CONTRACTOR TO MAINTAIN PLANTS IN HEALTHY CONDITION THROUGHOUT GUARANTEE PERIOD. THE GUARANTEE PERIOD IS TWO GROWING SEASONS FROM DATE OF PROVISIONAL ACCEPTANCE UNTIL FINAL ACCEPTANCE.



PLAN SYMBOL	QUANTITY	CODE	PLANT SCHEDULE					
CONIFEROUS TREES								
CODE	SYM.	QTY.	SIZE	ROOT	MATURE SIZE	COMMON NAME	LATIN NAME	REMARKS
BH5	●	6	6' HT.	B&B	35' H x 20' W	Black Hills Spruce	Picea Glauca Osmata	STRAIGHT LEADER
DECIDUOUS TREES								
CODE	SYM.	QTY.	SIZE	ROOT	SIZE	COMMON NAME	LATIN NAME	REMARKS
RB	⊗	2	2 1/2" CAL.	B&B	45' H x 35' W	River Birch	Betula Lenta	STRAIGHT LEADER
CONIFEROUS SHRUBS								
CODE	SYM.	QTY.	SIZE	ROOT	SIZE	COMMON NAME	LATIN NAME	REMARKS
JSY	⊕	Ø	24" HT	POT	2' H x 2' W	Japanese Spreading Yew	Taxus Cuspitate	-
PERENNIALS								
CODE	SYM.	QTY.	SIZE	ROOT	SIZE	COMMON NAME	LATIN NAME	REMARKS
KF	✱	7	1 GAL	POT	2' H x 2' W	Festher Reed Grass	Calamagrostis Acutiflora	Kari Foerster
TREE COUNT								
TYPE	EXISTING PLANTED TREES	NEW PLANTED	TOTAL	EXISTING SCRUB/VOLUNTEERS	TOTAL			
QUANTITY	11	8	19	7	26			
GROUND COVER								
SYMBOL	DESCRIPTION	REMARKS						
[Pattern]	NEW SOD AREA	AROUND 8100 SQUARE FEET						
[Pattern]	BITUMINOUS DRIVEWAY PAVING							
[Pattern]	SEAL COAT OVER EXISTING BITUMINOUS							
[Pattern]	NEW CONCRETE SIDEWALK, CURB, APRON OR STOOP							

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DATE: 5.30.2015 REG. NO.: 18376

NAME: ERIC A. SPERIDES
ERIC A. SPERIDES, AIA

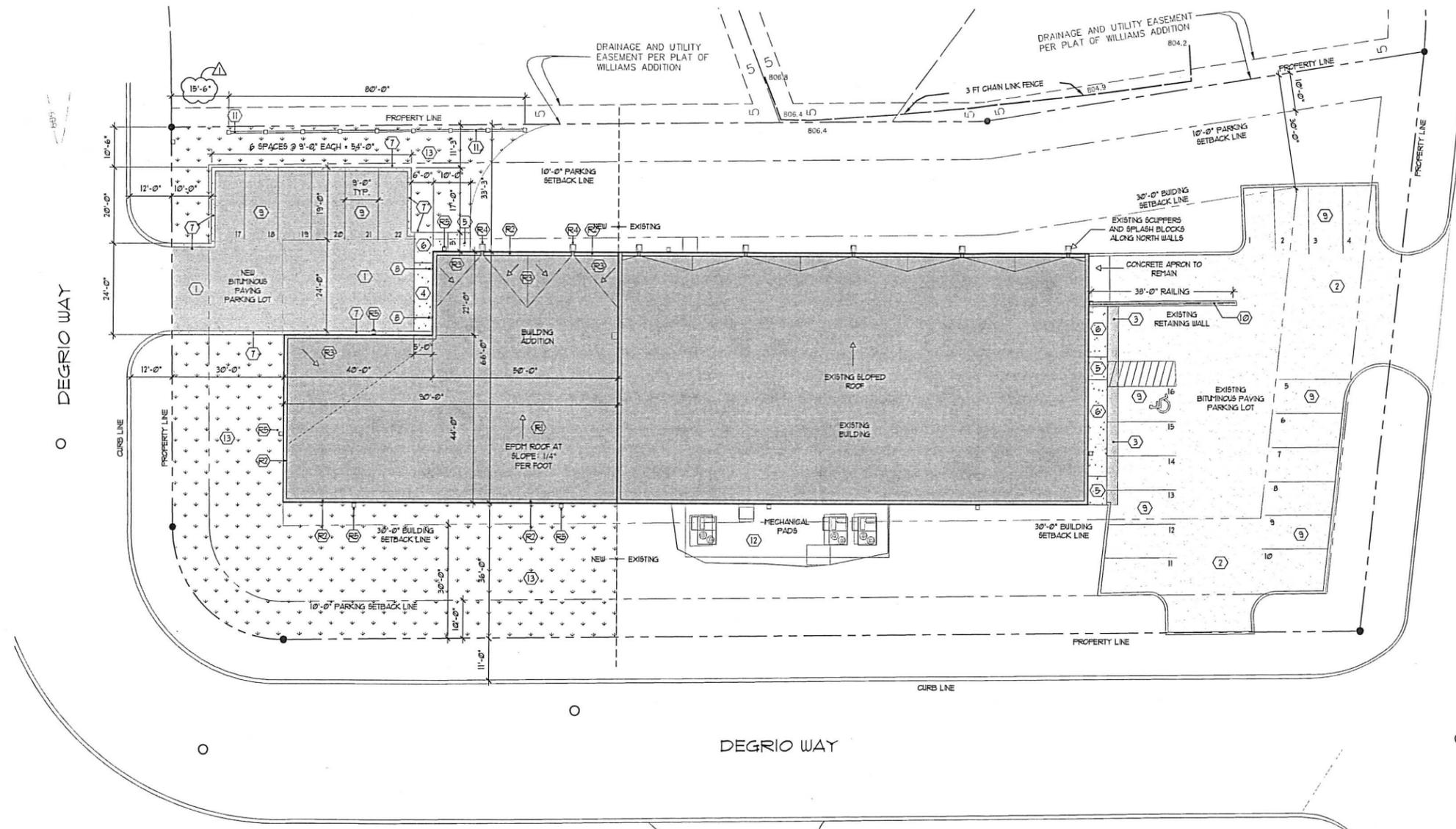
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DRAWN BY: M.Z.
CHECKED BY: E.R.

POWER DYNAMICS ADDITION
7365 CONCORD BOULEVARD
INVER GROVE HEIGHTS, MINNESOTA 55076

• SITE PLAN
• ROOF PLAN
• LANDSCAPE PLAN

L1



- ROOF PLAN GENERAL NOTES:**
- DO NOT SCALE DRAWINGS
 - PROVIDE CRICKETS AT ALL CURBS.
 - PROVIDE SPLASH BLOCK ON WALKWAY PAD BELOW WATER DISCHARGE AT ALL ROOF-TOP UNITS.
 - SEE STRUCTURAL ROOF FRAMING PLAN FOR LOCATIONS, SIZES, AND FRAMING FOR ALL ROOF PENETRATIONS.
 - ROOFING WORK INCLUDES, BUT IS NOT NECESSARILY LIMITED TO, MEMBRANE ROOFING SYSTEM, MECH. EQUIPMENT INSTALLATION INSTRUCTIONS, CAPS & CLAMPS, ALL SHEET METAL FLASHINGS, COPINGS, SCUFFERS, GUTTERS, AND DOWNSPOUTS.
 - ROOFING SYSTEM MUST BE CLASS A FIRE-RATED.
 - BACKS OF PARAPETS MUST BE FLASHED, DECK TO PARAPET CAP.
 - ROOF SLOPE MINIMUM: 1/8" PER 1'-0" NOTE: PROVIDE TAPERED CRICKETS & SADDLES AS NECESSARY TO ELIMINATE ANY AND ALL STANDING WATER ON ROOF.
 - ALL EXPOSED EXTERIOR BUILDING MATERIALS TO BE U.V. RATED.
 - NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE PLANS OR BETWEEN THE PLANS AND SPECIFICATIONS.
 - NO ROOFTOP MECHANICALS. MECHANICAL UNITS TO PLACED ON EXISTING MECHANICAL UNIT PAD.

- ROOF PLAN KEYED NOTES:**
- (R) FULLY ADHERED EPDM ROOFING MEMBRANE ASSEMBLY
 - EPDM (45 MIL.) MEMBRANE
 - TAPERED INSULATION
 - 3 1/4" E.P.S.
 - 1 1/2" ISOCYANURATE
 - (F) PREFINISHED SHEET METAL FLASHING AND COPING AT TOP OF PARAPET. COLOR TO MATCH EXISTING GREEN COPING.
 - (I) TAPERED INSULATION SADDLE AND/OR CRICKET. (1/2" PER FOOT MIN. SLOPE)
 - (D) PREFINISHED SHEET METAL DOWNSPOUTS AT ROOFTOP SCUFFERS - MATCH EXISTING. CONCRETE SPLASH BLOCK ON GRADE BELOW DOWNSPOUTS.
 - (L) WALL-MOUNTED EXTERIOR DOWN LIGHTS. MATCH EXISTING WALL FIXTURES.

PARKING SPACES:

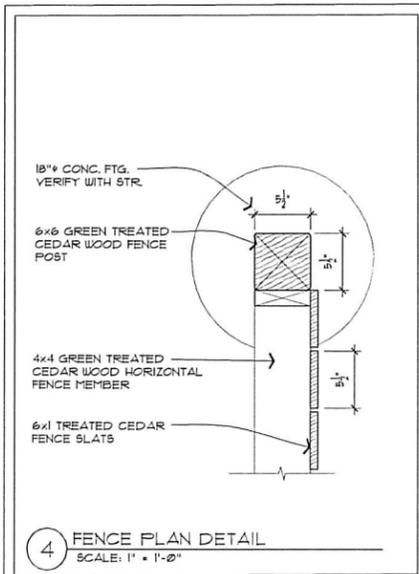
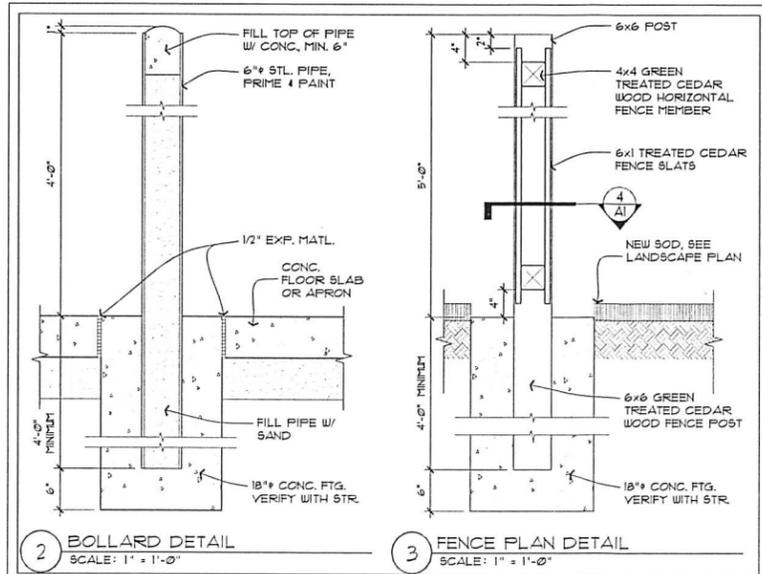
OFF-STREET SITE PARKING:

REQUIRED:	
TOTAL PARKING STALLS:	20 SPACES
ADA PARKING STALLS:	1 SPACES
PROVIDED:	
TOTAL STALLS REQUIRED:	22 SPACES
ADA PARKING STALLS:	1 SPACES

1 ROOF AND SITE PLAN
SCALE: 1/16" = 1'-0"

- GENERAL SITE PLAN NOTES:**
- BEARING DIMENSIONS AND EASEMENTS SHOWN HEREON ARE FOR REFERENCE ONLY. REFER TO PROJECT ALTA/SUBJ LAND TITLE SURVEY FOR PROPERTY LEGAL DESCRIPTION AND VERIFICATION OF REFERENCED INFORMATION.
 - ALL AREAS NOT OTHERWISE NOTED SHALL BE LANDSCAPED. REFER TO LANDSCAPE PLAN LSI-0 FOR ADDITIONAL INFORMATION.
 - G.C. TO COORDINATE ALL DIMENSIONS WITH CIVIL DRAWINGS. NOTIFY ARCHITECT / ENGINEER OF ANY DISCREPANCIES.
 - SEE CIVIL DRAWINGS FOR CURB DIMENSIONS AND DETAILS, UTILITIES AND SITE DEVELOPMENT PLANNING.
 - SEE SHEETS A110 AND A111 FOR SITE DETAILS.

- SITE PLAN KEYED NOTES:**
- | | |
|---|--|
| (1) NEW BITUMINOUS PARKING LOT PAVING | (8) CONCRETE FILLED PIPE BOLLARD, SEE 2/A1 FOR MORE DETAILS |
| (2) SEAL COAT OVER EXISTING BITUMINOUS PARKING LOT | (9) YELLOW PAINT PARKING STALL STRIPING (TYPICAL). SEE CIVIL FOR ADDITIONAL PAVEMENT MARKING DETAILS. |
| (3) SAW CUT EXISTING BITUMINOUS OUT AS NEEDED FOR NEW CONCRETE STOOP AND SIDEWALK INSTALL. PATCH OUT AREA WITH NEW BITUMINOUS AFTER CONCRETE WORK IN COMPLETED. | (10) 1 1/2" PIPE RAILING ADDED ATOP CONCRETE RETRAINING WALL TO MEET CODE REQUIREMENTS FOR SITE SAFETY |
| (4) CONCRETE APRON AT OVER-HEAD GARAGE DOOR. | (11) 5'-0" TALL WOOD PRIVACY FENCE, SEE 3/A1 FOR MORE DETAILS |
| (5) CONCRETE STOOP AT EGRESS DOOR | (12) EXISTING CONCRETE MECHANICAL PAD TO BE USED FOR MECH. UNIT SERVICES FOR ADDITION. NO ROOFTOP UNITS. |
| (6) CONCRETE SIDEWALK | (13) SOODED GRASS AREAS AROUND NEW BUILDING, CURBS AND SIDEWALKS |
| (7) CONCRETE CURB. SEE CIVIL FOR LOCATIONS & DETAILS. | |



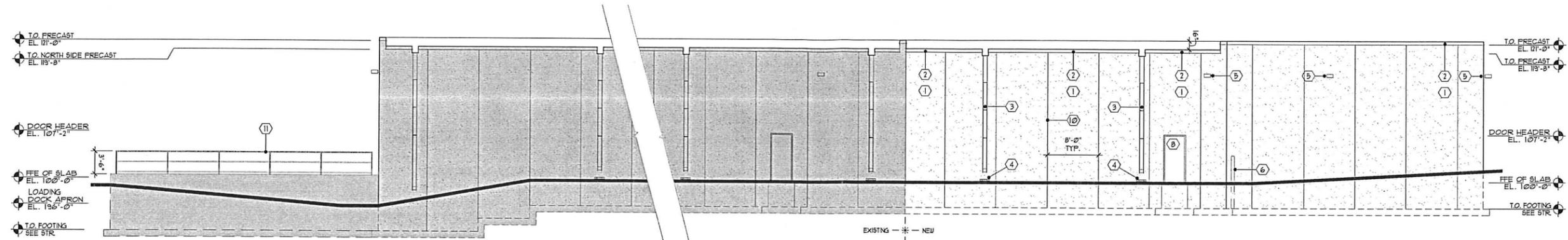
SRA
SPERIDIS REINERS ARCHITECTS, INC.
4000 WEST OLD SHAWKREE ROAD
SUITE 920
BLOOMINGTON, MINNESOTA 55437
PH: 952.996.9669
FX: 952.996.9663
WWW.SRA-ARCHITECTS.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND UNDER THE LAWS OF THE STATE OF MINNESOTA.
NAME: Eric A. Reiners
DATE: 5.30.2015
REG. NO.: 50376
AIA

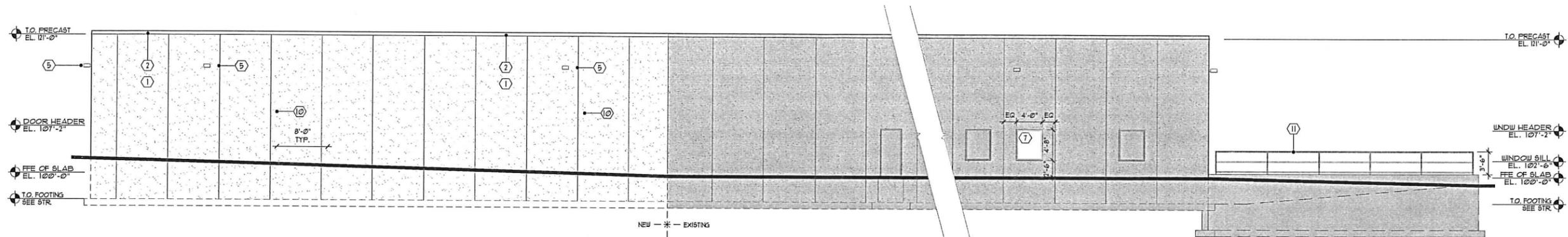
ISSUE:
5.2.2015
5.30.2015
5.30.2015
ISSUE FOR CITY SUBMITTAL
ISSUE FOR CITY RE-SUBMITTAL

POWER DYNAMICS ADDITION
7365 CONCORD BOULEVARD
INVER GROVE HEIGHTS, MINNESOTA 55076

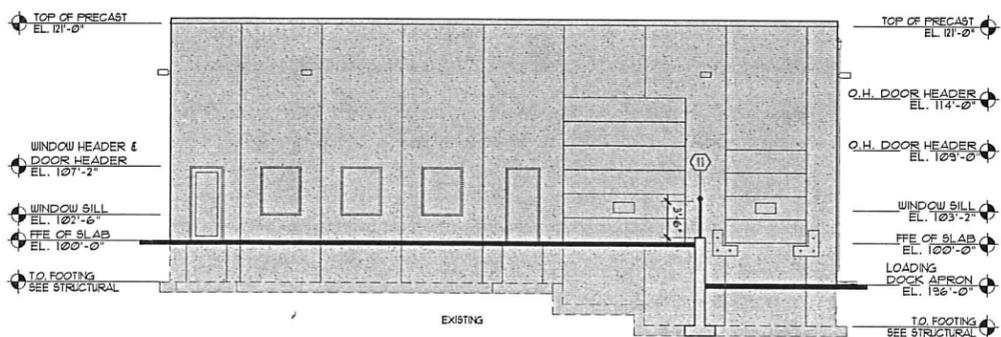
• SITE PLAN
• ROOF PLAN
• LANDSCAPE PLAN
PROJECT NO: 15-004
DRAWN BY: M.Z.
CHECKED BY: E.R.
A1



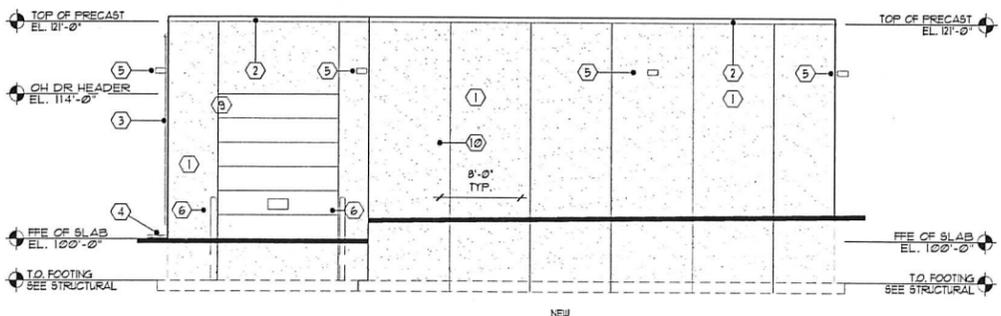
1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



3 EAST ELEVATION
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION GENERAL NOTES:

1. DO NOT SCALE DRAWINGS
2. FOUNDATIONS SHALL NOT BE EXPOSED. PROVIDE BRICK LEDGES AS REQUIRED.
3. PROVIDE EXPANSION JOINTS (E.J.) AND CONTROL JOINTS (C.J.) AS NEEDED.
4. ALL EXPOSED STEEL LITELS TO BE PAINTED PRIOR TO INSTALLATION.
5. ALL CONCRETE BLOCK TO BE INTEGRALLY COLORED.

ELEVATION KEYED NOTES:

- 1 12" VERSACORE INSULATED SANDWICH WALL PANEL BY FABCON. STANDARD RAKE NON-EXPOSED IN LIGHT GRAY TO MATCH EXISTING BUILDING PANELS.
- 2 PREFINISHED SHEET METAL FLASHING AND COPING AT TOP OF PARAPET. COLOR TO MATCH EXISTING GREEN COPING.
- 3 PREFINISHED SHEET METAL DOWNSPOUTS AT ROOFTOP SCUPPERS - MATCH EXISTING.
- 4 CONCRETE SPLASH BLOCK ON GRADE BELOW DOWNSPOUTS.
- 5 WALL-MOUNTED EXTERIOR DOWN LIGHTS. MATCH EXISTING WALL FIXTURES.
- 6 STANDARD 6" Ø PIPE BOLLARD. SEE DETAIL 2/A2 FOR DETAILS.
- 7 CUT OPENING INTO EXISTING EXISTING PRECAST PANEL (CONSULT PRECAST SUPPLIER ABOUT PROPER METHODS) AND INSERT NEW 4'-0" x 4'-8" ANODIZED ALUMINUM FRAMED WINDOW WITH LOW-E GLAZING (MATCH FRAME COLOR AND GLASS TINT TO EXISTING WINDOWS).
- 8 3'-0" x 7'-0" H.M. DOOR & FRAME (INSULATED). PAINT COLOR TO MATCH EXISTING H.M. DOORS (GREEN).
- 9 12'-0" x 14'-0" INSULATED METAL OVERHEAD DOOR. MATCH EXISTING.
- 10 CAULK AND SEAL JOINTS BETWEEN PRECAST PANELS PER MANUFACTURERS RECOMMENDATIONS. MATCH SIZE AND COLOR TO EXISTING BUILDING JOINTS.
- 11 1 1/2" Ø PIPE RAILING ADDED ATOP CONCRETE RETRAINING WALL TO MEET CODE REQUIREMENTS FOR SITE SAFETY.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WATRUD PROPERTIES – CASE NO. 15-19RCV

Meeting Date: June 22, 2015
 Item Type: Regular Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by: *HB* Planning
 Engineering

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at 10982 Clark Road

- a) a Resolution relating to a **Major Site Plan Review** to construct a 22,400 square foot office warehouse building.
 - Requires 3/5th's vote.
- b) a Resolution relating to a **Conditional Use Permit Amendment** to allow a contractor's yard and outdoor storage in the new expanded area.
 - Requires 4/5th's vote.
- c) a Resolution relating to **Variances** from the outdoor storage requirements in the I-2 District to: allow outdoor storage to encroach into the required 100 foot buffer along property zoned A, Agricultural and not be required to install screening of solid fencing.
 - Requires 3/5th's vote.
 - 60-day deadline: July 11, 2015 (first 60- days)

SUMMARY

The applicant is proposing to construct a second office/warehouse building on the property 22,400 square feet in size. The site plan review process is required for new structures or addition on a property. The applicant is also requesting a conditional use permit amendment to incorporate an expanded area for a contractor's yard and outdoor storage. Additionally, variances are being requested from the outdoor storage setback requirement and screening requirements from agricultural zoned property.

The proposed use of the property is consistent with the Comprehensive Plan and meets the site plan and conditional use criteria. The proposed building and parking lot meet the required setbacks. Two additional access points would be added onto Clark Road for a total of four access points on the property. Signage and lighting are not approved with this request.

The applicant is requesting two variances. The first is to allow outdoor storage to be located 10 feet from agriculturally zoned property whereas 100 feet is required, and the other is to not have a solid fence installed along the residential zoned properties. There are three houses to the east of the subject property that are zoned Agricultural. The comprehensive plan designates this area as industrial. It would seem requiring a 100 foot setback in this case to be a practical difficulty by not allowing greater use of the property. As mentioned, the applicant is requesting a 10 foot setback at the closest point. The parking setback abutting residential in the I-2 district is 20 feet; staff feels this setback would be more appropriate than the 100 foot setback.

In regards to the screening variance the city code requires solid fencing along residential properties. The homes to the east area at a higher elevation than the proposed development, therefore a solid fence along the entire boundary would not provide a huge benefit to the abutting residential properties. The applicant is proposing 13 trees as part of the landscaping requirements on the northeast part of the property providing some screening to the abutting residential parcel. It has been the City interpretation over the years that the landscaping requirements could not be used for both screening and landscaping requirements. Therefore, staff is recommending an additional 13 trees be planted on the property to comply with code requirements.

RECOMMENDATION

Planning Staff: Based on the information provided staff recommends approval of the major site plan review and conditional use permit amendment as presented with the conditions listed in the attached resolutions.

Staff is not in support of the variances proposed but would support an outdoor storage setback of 20 feet instead of 100 feet and would support the request to not install solid screening with the condition that 13 additional trees be planted on the property.

Planning Commission: At the June 16, 2015 public hearing the Planning Commission recommended approval of the major site plan review, conditional use permit, and screening variance as submitted (8-0).

The motion to approve the requested 10 foot storage setback variance failed (3/5 – Niemioja, Maggi, Simon, Robertson, Wipperman).

The motion to approve a 20 foot outdoor storage setback variance was approved unanimously (8/0).

Attachments: Supplemental Memo
Major Site Plan Review Resolution
CUP Amendment Resolution
Variance 10' Setback Denial Resolution
Variance 20' Setback Approval Resolution
Planning Commission Recommendation
Planning Report

MEMO

CITY OF INVER GROVE HEIGHTS

TO: City Council

FROM: Heather Botten, Associate Planner

DATE: June 18, 2015

SUBJECT: Supplemental Information regarding Steven Watrud, Case No. 15-19RCV

The landowner is requesting a mechanism within the site plan resolution to allow for future buildings and/or additions, not to exceed 30,000 square feet in size, to be allowed at an administrative level.

The issue at hand is that the public participation process spelled out in Chapter 15, Article J, Site Plan Review would not be fully adhered to. City Code requires that notice be mailed to property owners within 350 feet of the subject site and the request be seen in front of the planning commission and city council for construction of new structures on an existing parcel.

In addition to notification of neighbors and review by the planning commission and city council, the major site plan review process allows staff to review site grading, setbacks, parking, aesthetics, building materials, landscaping, screening from residential properties, and environmental impacts. Staff has suggested to the applicant to demonstrate future phases on the submitted plans to be reviewed at the time of the current application; the applicant declined to do so.

Staff is not in support of the applicant's request to avoid the public process; however, if the City Council is in favor of the request the attached conditions should be included with the Major Site Plan Review resolution.

Staff recommends if the Council desires to allow new construction to be reviewed at an administrative level a zoning code amendment shall take place amending the Site Plan Review section of the code.

Watrud Conditions

The land use approvals herein contained also include major site plan approval of expansions to the first two buildings and additional buildings on the site subject to the conditions set forth below.

1. The floor area of the expansions to the first two buildings and the floor area for the additional buildings beyond the first two buildings shall not exceed the cumulative and aggregate amount of 30,000 square feet. If the expansions and new buildings cumulatively exceed 30,000 square feet, landowner must obtain another major site plan approval from the City Council.
2. At the time of building permit application, landowner must submit the following supplemental information and data to the Engineering Department:
 - a. If the landowner is changing the utility plan from the plan dated June ____, 2015 the landowner must submit a specific utility plan for the expansion or new building.
 - b. The grading, drainage and erosion control plan for the expansion or new building shall be substantially the same as the plans approved in 2014 except that the building along the east property line may be removed with a demolition permit.
 - c. A plan that shows the location, dimensions and square footage of the expansion or new building.
3. Prior to any construction and prior to issuance of a building permit, the Engineering Department must first review and approve the new utility plan if one is needed.
4. Construction of the utilities shall conform to the plans approved by the Engineering Department. The grading, drainage and erosion control and the installation of landscaping must conform to the plans previously approved with regard to the first two buildings.
5. The location of the expansion or new building shall meet the setback requirements, taking into account any variances that may have been granted by the City.
6. Landowner must obtain applicable building permits.
7. The landscaping must be substantially similar to that required for the first two buildings.
8. The exterior of the expansion or new building must be substantially similar to that used for the first two buildings,; or the exterior of the expansion or new building must be substantially similar to the buildings at 10967 Clark Road.

9. The lighting and signage associated with the expansion or new building must be substantially similar to the lighting and signage that was approved for the first two buildings.
10. Landowner must pay for all City fees for review and inspection by the Engineering Department. All fees for review and inspection by the Engineering Department, as reasonably estimated by the departments, shall be placed in a cash escrow with the City prior to review commencing and prior to issuance of any building permit.
11. The Engineering Department will inspect the installation of the utility work and associated restoration of right of way and will review and inspect the grading, erosion and sedimentation control on the site. The Building Inspections Department will inspect connection of the utilities on the property.
12. All utilities, grading, drainage, erosion control, if any, must be completed prior to issuance of a building permit; provided, however, the Engineering Department may extend the completion dates and allow utility work to begin at the time the building permit is issued with a completion date after the building permit is issued but at a time set by the Engineering Department. Landscaping, if any, must be completed prior to issuance of a certificate of occupancy.
13. Landowner must obtain all permits required by the county and state if any are required, to install the improvements. Such permits must be obtained prior to issuance of a building permit.
14. Prior to issuance of a certificate of occupancy, landowner must file as-built drawings with the City in conformance with City standards.
15. Any outdoor storage area associated with the expansion or new building shall be in compliance with the previous approvals given by the City Council.
16. Any contractor's yard used in association with the expansion or new building shall be in compliance with the previous approvals given by the City Council.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A MAJOR SITE PLAN TO ADD A 22,400 SQUARE FOOT
OFFICE BUILDING ALONG WITH OTHER PROPERTY IMPROVEMENTS**

Steven R. Watrud
Case No. 15-19RCV

WHEREAS, an application has been submitted for property located at 10982 Clark Road and legally described as follows:

See Exhibit A

WHEREAS, the request is to approve a Major Project to construct a 22,400 square foot office/warehouse building along with other property improvements;

WHEREAS, the aforescribed property is zoned I-2, General Industry;

WHEREAS, the request has been reviewed against Title 10, Chapter 15, Article J, regarding the criterion for a Major Site Plan such as consistency with the Comprehensive Plan and conformity with the Zoning Ordinance, the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 16, 2015;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan to add a 22,400 square foot office building is hereby approved with the following conditions:

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

Site Plan (Grading and Erosion Control) dated 04/08/15

Exterior Elevations dated 04/30/15

Resolution No. _____

Grading and Erosion Control
Landscape Plan

dated 04/08/15
dated 04/08/15

2. Any roof top mechanical equipment shall be substantially screen from view from roads. Large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material approved by the Planning Department.
3. All areas of the lot shall be mowed and maintained and be free from trash and debris.
4. 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.
5. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines. A photometric plan shall be reviewed and approved by the Planning Department prior to the installation of lighting.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
8. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.

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 22nd day of June, 2015.

AYES:
NAYS:

ATTEST:

George Tourville, Mayor

Joe Lynch, City Clerk

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

RESOLUTION NO. 15-__

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT FOR A
CONTRACTORS YARD AND OUTDOOR STORAGE ASSOCIATED WITH AN
OFFICE/WAREHOUSE BUILDING**

Watrud Properties
(Case No. 15-19RCV)

WHEREAS, an application for a Conditional Use Permit Amendment has been submitted for a contractors yard and outdoor storage on property legally described as follows:

See Attached

WHEREAS, the aforescribed property is zoned I-2, General Industry;

WHEREAS, the conditional use permit for a contractors yard and outdoor storage includes landscaping material, vehicles and equipment relating to a business and saleable product;

WHEREAS, this conditional use permit does not include and does not allow for vehicles for sale, storage of vehicles not related to a business, propane tanks, and mini-storage;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 16, 2015;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit Amendment to allow a contractors yard and outdoor storage associated with an office warehouse building is approved with the following conditions:

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

Site Plan (Grading and Erosion Control)	dated 04/08/15
Exterior Elevations	dated 04/30/15
Grading and Erosion Control	dated 04/08/15
Landscape Plan	dated 04/08/15

2. All areas of the lot shall be mowed and maintained and be free from trash and debris.

3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

4. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines. A photometric plan shall be reviewed and approved by the Planning Department prior to the installation of lighting.

5. All plans shall be subject to the review and approval of the Fire Marshal.

6. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.

7. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.

8. A revised landscaping plan shall be approved by the Planning Department prior to issuance of a building permit demonstrating an additional 13 trees to comply with screening and landscaping requirements.

9. A revised site plan shall be submitted demonstrating a 20 foot setback for the outdoor storage area.

10. Metal storage containers and trailers are allowed as part of the outdoor storage as long as they are used by a business operating out of the main building.

11. Resolution No. 14-102 shall become null and void and shall be replaced by the terms of this conditional use permit.

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 22nd day of June, 2015.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Joe Lynch, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO ALLOW A TEN FOOT SETBACK
WHEREAS 100 FEET IS THE REQUIRED SETBACK FOR OUTDOOR STORAGE
ABUTTING RESIDENTIAL PROPERTY**

**CASE NO. 15-19RCV
Steven R. Watrud**

Property located at 10982 Clark Rd and legally described as follows:

See Attached

WHEREAS, an application has been received for a Variance to allow a 10 foot setback whereas 100 feet is the required setback for outdoor storage abutting residential property;

WHEREAS, the afore described property is zoned I-2, General Industry;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 16, 2015 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist for the reduced setback based on the following findings:

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without a greater setback.
2. Approval of the outdoor storage setback variance could set a precedent for other storage areas abutting residential property.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support such a large variance request; the proposed ten foot setback may be considered a convenience to the applicant, not a practical difficulty.
4. Providing a 20 foot setback for the outdoor storage would allow a greater separation than the requested 10 feet between the residential property to the east and the storage area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a ten foot setback from the abutting residential property is hereby denied.

Adopted by the City Council of Inver Grove Heights this 22nd day of June, 2015.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joe Lynch, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING VARIANCES FROM THE OUTDOOR STORAGE
REQUIREMENTS IN THE I-2 ZONING DISTRICT TO ALLOW OUTDOOR STORAGE TO
ENCROACH INTO THE REQUIRED 100 FOOT BUFFER AND NOT BE REQUIRED TO
INSTALL SCREENING ALONG PROPERTY ZONED A, AGRICULTURAL**

Watrud Properties
(Case No. 15-19RCV)

WHEREAS, an application for a Variance has been submitted for property legally described as follows:

See Exhibit A

WHEREAS, an application has been received for a Variance from outdoor storage requirements in the I-2 District to allow outdoor storage to be located 20 feet from the rear property line whereas 100 feet is required and not to install screening along the residential properties on the east side of the property;

WHEREAS, the afore described property is zoned I-2, General Industry;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 16, 2015 in accordance with City Code Section City Code 10-3-3: C;

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

- a. The proposed use on the property does not appear to have any adverse impacts on neighboring properties as the properties to the north and south are industrial uses.
- b. The request is in harmony with the general purposes and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- c. The Agricultural zoned properties abutting the lot are guided for future industrial, requiring a 100 foot setback in this case to be a difficulty by not allowing the use of the property to a greater extent.
- d. The abutting residential properties are at a higher elevation than the proposed storage area, installing solid fencing would not provide any screening relief.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variances to allow an encroachment into the required 100 foot buffer and not be required to install screening around the east side of the storage is hereby approved with the following conditions:

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

Site Plan (Grading and Erosion Control)	dated 04/08/15
Exterior Elevations	dated 04/30/15
Grading and Erosion Control	dated 04/08/15
Landscape Plan	dated 04/08/15
- 2. All areas of the lot shall be mowed and maintained and be free from trash and debris.
- 3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

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 22nd day of June, 2015.

George Tourville, Mayor

Ayes:
Nays:

ATTEST:

Joe Lynch, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: June 16, 2015
SUBJECT: STEVEN WATRUD – CASE NO. 15-19RCV

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a major site plan review to construct a 22,400 square foot office/warehouse building, a conditional use permit to allow for a contractor's yard and outdoor storage in the I-2 zoning district, a variance to allow outdoor storage less than 100 feet from an A, Agricultural zoned property, a variance from screening requirements along residential properties, and any other variances related thereto, for the property located at 10982 Clark Road. 8 notices were mailed.

Presentation of Request

Ms. Botten explained the request as detailed in the report. She advised that the applicant received approvals in 2014 to construct one office/warehouse building on the southern part of the property along with an approved outdoor storage area. The applicant is now proposing to construct an additional 22,400 square foot building on the property and to expand the outdoor storage area. City Code requires a major site plan review for any buildings to be constructed on the property. The applicant is also requesting a conditional use permit to expand the contractor's yard and the outdoor storage area, a variance to allow storage less than 100 feet from agricultural property, and a variance from screening requirements. City Code requires outdoor storage to be setback a minimum of 100 feet from the lot boundary abutting residential districts. The property east of the subject property is currently zoned A, Agricultural; however, since the long range for those properties is industrial, it would seem requiring a 100 foot buffer in this case to be a practical difficulty by not allowing a greater use of the property. The applicant is requesting a 10 foot setback. Staff is suggesting a 20 foot setback which would be consistent with the parking setback required abutting residential properties in the I-2 district. In regard to the screening variance, City Code requires a solid fence along the entire eastern property line. The homes located to the east are at a higher elevation than the proposed development; therefore solid screening along the entire boundary would not be beneficial to the abutting property owners. The applicant is proposing to plant 13 trees on the northeast part of the property to provide screening between the residential property and the outdoor storage at the closest point. It has been the City's interpretation over the years that landscaping requirements cannot be used to satisfy both screening and landscaping requirements; therefore staff is recommending that an additional 13 trees be planted elsewhere on the property. Staff recommends approval of the major site plan review and the conditional use permit, with the conditions listed in Exhibit A. Staff does not support the variances as proposed, but would support an outdoor storage setback of 20 feet instead of the proposed 10, and would support the screening variance provided an additional 13 trees are planted elsewhere on the property.

Commissioner Simon asked if the first building was approved with a 40 foot outdoor storage

setback on the southern portion of the property.

Ms. Botten replied in the affirmative.

Opening of Public Hearing

Steve Watrud, 9070 – 90th Court, advised he was available to answer any questions.

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

Mr. Watrud replied in the affirmative.

Commissioner Niemioja asked the applicant what the practical difference was between a 10 foot and 20 foot setback.

Mr. Watrud replied it would provide him more storage area.

Commissioner Niemioja noted that the first building was approved with a 40 foot storage setback.

Mr. Watrud explained that a 40 foot setback was not a hindrance on the south side of the property because the grade was such that a retaining wall would have been necessary against the abutting property. The grade levels off; however, as it goes north.

Commissioner Gooch asked if the building would have multiple tenants.

Mr. Watrud replied in the affirmative.

Commissioner Robertson asked the applicant what types of tenants he planned to lease to.

Mr. Watrud replied he was not sure of the exact tenants; however, it would be similar to the type of businesses renting space in his first building (i.e. contractors, landscapers, etc.). He advised that the property was industrially zoned so he would not have retail uses there.

Commissioner Wippermann asked if staff heard comments from any neighbors.

Ms. Botten replied that she received one inquiry from the Pikes, the property owners to the east of the proposed building.

Shirley Pike, 11025 Courthouse Boulevard, questioned whether the setback proposed by the applicant would be 10 feet from her west property line.

Mr. Watrud replied in the affirmative.

Ms. Pike asked if the proposed trees would be planted within that 10 foot setback.

Mr. Watrud replied in the affirmative.

Ms. Pike asked if the proposed parking lot lights would be downcast.

Mr. Watrud replied they would be shoebox downcast lights similar to what is there now.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi asked if the Commissioners wanted to approve the four requests separately or all at once on a white ballot.

Commissioner Simon recommended they consider the four requests separately.

Commissioner Robertson advised that she supported staff's recommendation of a 20 foot setback, stating a 10 foot setback seemed too narrow.

Planning Commission Recommendation

Motion by Commissioner Scales, second Commissioner Gooch, to approve the request for a major site plan review to construct a 22,400 square foot office/warehouse building, for the property located at 10982 Clark Road.

Motion carried (8/0).

Motion by Commissioner Gooch, second by Commissioner Lissarrague, to approve a conditional use permit to allow for a contractor's yard and outdoor storage for items such as landscaping materials, vehicles and equipment relating to a business and saleable product, with the conditions listed in the report, for the property located at 10982 Clark Road.

Motion carried (8/0).

Commissioner Simon questioned why a 40 foot setback would not work on the north portion of the site since it worked on the southern portion of the site.

Mr. Watrud explained that on the south part of the property the grade was such that if he wanted to get within a 20 foot setback a retaining wall would have to be constructed whereas the grade levels off on the north end of the property. He noted that he plans to remove the existing cement building on the east property line.

Commissioner Simon asked the applicant what he intended to do with that area.

Mr. Watrud replied that it would be graded and sloped from east to west.

Commissioner Niemioja recommended a 20 foot setback, stating the trees could be removed at a later date to make more room for storage should the property to the east become industrial.

Commissioner Lissarrague asked if the Pikes were the neighbors most affected.

Mr. Watrud replied in the affirmative.

Commissioner Lissarrague noted that the Pikes were agreeable to a 10 foot setback.

Mr. Watrud asked when he could speak to the application.

Chair Maggi reopened the public hearing.

Mr. Watrud advised that he had an issue with the screening requirements and did not believe he should have to plant 13 trees in addition to the 13 he would be planting on the northeast portion of the site. He stated it would be a waste of money to put them in if they might be removed at a later date as was suggested by Commissioner Niemioja. He noted that his Counsel, Vance Grannis, has written a letter outlining the items being objected to.

Commissioner Lissarrague advised that Commissioners received a copy of the referenced letter.

Chair Maggi closed the public hearing.

Commissioner Scales advised that he would support a 10 foot setback, especially since the abutting residents did not raise any concerns.

Motion by Commissioner Scales, second by Commissioner Gooch, to approve a variance to allow a 10 foot setback from agricultural property, for the property located at 10982 Clark Road.

Commissioner Wippermann advised that he would be voting no as he believed the setback should be at least 20 feet.

Chair Maggi and Commissioner Niemioja also supported a 20 foot setback.

Motion failed (3/5 – Niemioja, Maggi, Simon, Robertson, Wippermann).

Motion by Commissioner Wippermann, second by Commissioner Niemioja, to approve a variance to allow a 20' setback from agricultural property, for the property located at 10982 Clark Road.

Motion carried (8/0).

Commissioner Gooch did not feel it necessary to require the applicant to plant 13 additional trees on the property, stating numerous trees were not always appropriate on industrial property, did not necessarily lend any beauty to the area, and could end up being unsightly as they age.

Chair Maggi asked Commissioner Gooch if he was saying that the trees would provide the screening and no fence would be necessary.

Commissioner Gooch replied in the affirmative.

Commissioner Wippermann asked Commissioner Gooch if he was suggesting that the trees used for screening would count towards the landscaping requirements.

Commissioner Gooch replied in the affirmative.

Commissioner Niemioja agreed that neither the fence nor additional trees were necessary, and that the 20 foot setback was the more important buffer.

Motion by Commissioner Robertson, second by Commissioner Scales, to approve a variance from the outdoor storage screening requirements, for the property located at 10982 Clark Road.

Motion carried (8/0). This item goes to the City Council on June 22, 2015.

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

REPORT DATE: June 11, 2015

CASE NO: 15-19RCV

APPLICANT & PROPERTY OWNER: Steven R. Watrud

REQUEST: Major Site Plan Review, Conditional Use Permit and Variances

HEARING DATE: June 16, 2015

LOCATION: 10982 Clark Rd.

COMPREHENSIVE PLAN: General Industrial

ZONING: I-2, General Industry and IRM, Integrated Resource Management Overlay District

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant received approval in 2014 to construct a 26,400 square foot office/warehouse building along with outdoor storage. The applicant is now proposing to construct an additional building on the property 22,400 square feet in size and expand the outdoor storage area.

Chapter 15, Article J in the City Code includes the process for Site Plan Review. Site plan review is required of "construction on an existing parcel of new structures that may or may not be in conjunction with site improvements on redevelopment site or vacant undeveloped land". The proposed building falls under the requirements of the major site plan review process.

A conditional use permit is also being requested for a contractor's yard and outdoor storage that would include, landscaping materials, vehicles and equipment relating to a business and saleable product. This would not include vehicles for sale, storage of vehicles, propane tanks or a mini-storage facility as staff believes these uses are more intense and would require additional review.

Variances are also being requested from the outdoor storage setback requirement and screening requirements from residentially zoned property.

EVALUATION OF THE REQUEST

The specific applications are required to allow the proposed property improvements:

- a) A **Major Site Plan Review** to construct a 22,400 square foot office warehouse building;

- b) A **Conditional Use Permit** to allow for a contractor’s yard and outdoor storage for items such as: landscaping materials, vehicles and equipment relating to a business and saleable product.
- c) A **Variance** to allow outdoor storage less than 100 feet from an A, Agricultural zoned property; and
- d) A **Variance** from the outdoor storage screening requirements.

Similar variances and conditional use permit were approved with phase one on the property but the applicant is proposing to expand the outdoor storage area requiring the need for additional approvals.

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

- North - Surelock Storage; zoned I-2; guided GI, General Industrial
- East - Residential; zoned A; guided GI
- West - Recently approved for development; zoned I-2; guided GI
- South - Trucking operation; zoned I-2; guided GI

SITE PLAN REVIEW

Lot Size/Width. The subject site is located within the I-2, General Industry zoning district which has a minimum lot size of 1 acre and a minimum lot width of 100 feet. The subject lot is about 7.31 acres in size and about 668 feet wide. The subject lot exceeds the minimum lot size and width requirements.

Setbacks. The proposed parking lot and building meets and/or exceeds the required perimeter setbacks for the site.

The Ordinance does have a requirement that “outdoor storage area shall be setback a minimum of 100 feet from the lot boundary of any “A”, “E” or “R” use.” The houses to the east are zoned A, Agricultural. The applicant is requesting a variance from this requirement in order to allow them to utilize the rear property for outdoor storage.

Parking Lot. Parking for the proposed development consists of 50 parking stalls located along the west and south side of the building. The number of stalls comply with parking requirements for an office/warehouse building. The parking areas and main traffic routes would be bituminous. The balance of the lot is a storage/truck circulation area that would be gravel. The project meets parking and surfacing requirements.

Impervious Surface/Building Coverage. There is no maximum impervious surface requirement for the property. The I-2 zoning districts allow a maximum of 30% of the lot to be covered by buildings. With the lot size of 7.31 acres, maximum building coverage would be 95,520 square

feet. The two buildings combined would be 48,800 square feet in size (15.3% of lot coverage) which complies with code standards.

Landscaping. The landscaping requirements are based on one (1) tree required per 50 lineal feet of site perimeter plus one tree per 10 parking stalls. A total of 54 overstory or equivalent trees are required total. (Lot perimeter approx. $2312' / 50 = 46$ trees and the number of parking spaces for both buildings would be $77 / 10 = 8$ trees.) The plantings shall be a mix of coniferous and deciduous trees.

The landscape plan has been modified since phase one. The landscape plan identifies the equivalent of 54 trees; 53 overstory trees and 10 shrubs (equivalent to 1 overstory trees). 13 of the proposed trees are located along the northeast property line, acting as screening from the abutting residential property. Staff is in support of the requested screening variance because these trees are serving the purpose of the fence screening requirement. Staff believes these trees shall not be counted towards both the landscaping total and the screening requirements. Staff is recommending 13 additional trees be planted on the applicant's property to make up for the discrepancy. The screening variance is discussed later in the planning report.

Screening. The Code requires any roof top or ground mounted equipment to be screened from view from the public. This means that any roof top units must be screened from view from Clark Road. This can be accomplished through either screen material around the units or through the use of parapets.

Outdoor storage is proposed to be located 10 feet from the residential properties to the east. City code requires outdoor storage to be screened from residential uses using at minimum a six foot high solid wood fence. The properties to the east are residential; the applicant is requesting a variance from this requirement. The variance request is discussed later in this report. The applicant is proposing a chain link fence around the east side of the parking lot with gates across both access points to the storage area with no solid screening proposed around the outdoor storage area.

Access. Access to the site would be via two additional entrance points onto Clark Road, for a total of four access points onto the property. There does not appear to be any conflicts with the entrance points. There is no limit to the number of access points a property can have; the access points are acceptable as proposed.

Building Materials. The applicant has provided exterior elevations of the building. The proposed building consists of rock face block on all four sides of the building. The materials proposed comply with ordinance standards.

Engineering. Engineering has reviewed the plans against the overall storm drainage plan that was prepared for Phase 1 and the Gainey Addition Plat. The City Engineer has made comments on the plans and is working with the applicant to address the technical aspects of the development. A condition is included requiring approval of the plans by the City Engineer prior to work commencing on site.

Lighting. All building lighting shall be designed so as to deflect light away from any adjoining public streets. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets. A photometric plan shall be reviewed and approved by the Planning Department prior to the installation of lighting. Lighting is not approved with this plan review and shall be reviewed by staff prior to installation.

Signage. All signage must comply with the signage allotment for the “I-2” zoning district. Signage is not approved with this plan review and would be reviewed with the submittal of a sign permit.

CONDITIONAL USE PERMIT

This request is similar to the Conditional Use Permit that was approved for the property in 2014; yet the request is unique in that the applicant is proposing to construct a multi-tenant building without having all the users in place. The applicant expects a mix of tenants similar to those that are currently leasing the building to the south.

The Zoning Code is set up to review specific uses for a parcel. The City review process is set up the same way, approving a specific use for each parcel or tenant in a building individually. The request for an essentially spec building with a general office/warehouse use is unique and requires some flexibility in review to allow the use while maintaining consistency with performance standards for what could be a multi-use building. A multi-use conditional use permit is being requested. The uses are generally a contractor’s yard with a range of open storage allowed. By addressing the most important performance standards upfront, staff feels that the majority of uses that would fit on the site would be contained in the conditional use permit. The conditional use permit for a contractor’s yard and outdoor storage would include, landscaping materials, vehicles and equipment relating to a business and saleable product. This would not include vehicles for sale, storage of vehicles, propane tanks or a mini-storage facility as staff believes these uses are more intense and would require additional review.

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests.

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

One of the policies of the industrial districts is to: “Provide opportunities for new industrial development, expansion of existing uses and the redevelopment of existing industrial uses to expand employment opportunities and to serve existing businesses in the community.” The proposed use would not have a negative impact for the industrial areas as set forth in the Comprehensive Plan.

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

The applicant's property is zoned I-2, General Industry. An office/warehouse use is a permitted use in the I-2 district; a contractor's yard and outdoor storage is consistent with the intent of the industrial zoning district.

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

The proposed uses do not appear to have a detrimental effect on the neighborhood or public improvements in the vicinity of the project.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

This location of the City is served by municipal sewer and water. The proposed use would not have an adverse impact on fire protection or on any city service.

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

- i. Aesthetics/exterior appearance*

The design of the proposed development would be compatible with the surrounding uses and with the intent of the industrial zoning.

- ii. Noise*

Any vehicle noise would not be out of the ordinary for the I-2 zoning district. The operation is a day time operation and larger trucks would utilize the site.

- iii. Fencing, landscaping and buffering*

The applicant is requesting variances from fencing and buffering requirements. The land use plan for all the surrounding properties are to be developed with industrial uses along both Clark Road and Hwy 52/55.

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 building and location would be appropriate for industrial uses. The entire area is guided for industrial development.

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

This use is similar to other industrial uses in the area and does not have any unique features that would create an adverse impact.

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 project is required to meet all city storm water requirements. The area is served by city sewer and water and there would be no emissions that would create air quality issues.

VARIANCE REVIEW

The applicant is requesting two variances: 1) from the 100' outdoor storage setback requirement from agricultural property and 2) screening requirements for outdoor storage from residential zoned property.

Title 10-15-10: EXTERIOR STORAGE, B. of the ordinance requires outdoor storage to be setback a minimum of 100 feet from the lot boundary of any "A", "E" or "R" District and also requires storage from residential properties to be screened by a fence enclosure consisting of a minimum six foot high solid wood fence.

The property to the east of the development is zoned A, Agricultural and thus the 100 foot buffer and solid fence screening would apply. The applicant is proposing outdoor storage up to 10 feet from the east property line whereas 100 feet is the required setback. The applicant is not proposing any solid fencing but does show 13 spruce trees along the northeast property line to act as partial screening.

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

All of the land surrounding the subject site is guided GI, General Industrial in the 2030 Land Use Plan. Allowing storage within the 100 foot buffer would not be contrary to the intent of the Comprehensive Plan.

The property does has some unique characteristics in that the request for outdoor storage is addressed differently than other types of industrial uses abutting agricultural zoned property. Outdoor storage is required to maintain a 100 foot buffer from certain zoned properties, while other industrial uses, such as trucking operations or mini-storage do not have this requirement. The applicant is requesting outdoor storage to be located 10 feet from the eastern property line

at the closest point. The parking setback abutting residential properties in the I-2 district is 20 feet, staff feels this setback would also be appropriate for outdoor storage.

All outdoor storage shall be screened by a fenced enclosure from residential uses. At a minimum, the fence shall consist of a six foot high solid wood fence. The applicant is not proposing any solid fencing; there are 13 pine trees located on the northeast corner of the site to provide some screening from the residential property to the east. The homes located east of the property are at a higher elevation than the proposed development; solid screening around the entire outdoor storage area would not provide a huge benefit to the abutting residential properties.

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

There are three houses to the east of the property that are zoned A, Agricultural. The “A” zoning in this case is designed as more of a holding zone in that since the long range plan is industrial, the existing residences may be utilized until such time the property is rezoned and developed for industrial uses.

The intent of the ordinance requirement is to protect permanent agricultural or residential uses from being adversely affected by neighboring industrial development. The properties to the south and north of the subject site have developed with industrial uses; a trucking operation and mini-storage. Both have storage components including trucks in a large open parking lot for the trucking operation to the south, to storage of boats, trailers, campers associated with the mini-storage.

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

The narrow wording of the ordinance to only require a 100 foot buffer on outdoor storage and not other industrial uses that would have an outdoor component creates a practical difficulty for this particular use on this site. Since the long range plan for the properties to the east is industrial, it would seem requiring a 100 foot buffer in this case to be a difficulty by not allowing the use of the property to its fullest extent. The applicant is requesting a 10 foot setback for outdoor storage. The parking setback abutting residential properties in the I-2 district is 20 feet; staff feels this setback would also be appropriate for outdoor storage.

In regards to the screening variance the applicant is proposing 13 trees on the northeast part of the property to provide some screening between residential property and outdoor storage. Additionally, the homes located east of the property are at a higher elevation than the proposed development therefore, solid screening may not provide a huge benefit to the abutting residential properties.

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

Allowing an encroachment into the required buffer area will not alter the character of the area. There is already a trucking operation on the property immediately to the south that contains a large parking lot for parking of trucks and trailers which also directly abuts the agricultural zoned property. The area is planned long term for industrial so eventually the buffer area will no longer be a requirement and the back of the lot can be used the same as with other industrial zoned properties. The residential properties also sit higher in elevation so a solid fence around the entire outdoor storage area would not provide any screening relief.

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

Economic considerations do not appear to be the sole basis for this request. The need for storage space for trucks and trailers is typical for this type of operation.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of the **Major Site Plan Review** to allow a 22,400 square foot office/warehouse building subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated TBD
Grading Plan	dated TBD
Landscape Plan	dated TBD
Exterior Elevations	dated 04-30-15
 2. Any roof top mechanical equipment shall be substantially screen from view from roads. Large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
 3. All areas of the lot shall be mowed and maintained and be free from trash and debris.
 4. 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.
 5. All parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not visible from property lines. A photometric

plan shall be reviewed and approved by the Planning Department prior to the installation of lighting.

6. All plans shall be subject to the review and approval of the Fire Marshal.

7. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.

8. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.

9. A revised landscaping plan shall be approved by the Planning Department prior to issuance of a building permit demonstrating an additional 13 trees to comply with screening and landscaping requirements.

10. A revised site plan shall be submitted demonstrating a 20 foot setback for the outdoor storage area.

- Approval of the **Conditional Use Permit** to allow a contractor's yard and outdoor storage for items such as: landscaping materials, vehicles and equipment relating to a business and saleable product subject to the following conditions:

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

Site Plan	dated TBD
Grading Plan	dated TBD
Landscape Plan	dated TBD
Exterior Elevations	dated 04-30-15

2. All areas of the lot shall be mowed and maintained and be free from trash and debris.

3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

4. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines. A photometric plan shall be reviewed and approved by the Planning Department prior to the installation of lighting.

5. All plans shall be subject to the review and approval of the Fire Marshal.
 6. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
 7. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
 8. A revised landscaping plan shall be approved by the Planning Department prior to issuance of a building permit demonstrating an additional 13 trees to comply with screening and landscaping requirements.
 9. A revised site plan shall be submitted demonstrating a 20 foot setback for the outdoor storage area.
- Approval of a **Variance** to allow outdoor storage within 100 feet from the boundary and no screening of the outdoor storage abutting an A, Agricultural zoned property.

Practical Difficulty: The narrow wording of the Ordinance to only require a 100 foot buffer on outdoor storage and not other industrial uses that would have an outdoor component creates a hardship for this particular use on this site. Since the long range plan for the properties to the east is industrial, it would seem requiring a 100 foot buffer in this case to be a difficulty by not allowing the use of the property to its fullest extent. Additionally, the agriculturally zoned properties are at a higher elevation than the proposed storage, solid screening may not provide relief to the abutting properties.

- 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

The proposed major site plan review and conditional use permit requests comply with performance standards of the I-2 zoning district, except the 100 foot buffer and screening variance requests. The use is consistent with the Comprehensive Plan and meets the Conditional Use and Site Plan Review Criteria. Engineering finds the plans acceptable and is working with the applicant on the final details.

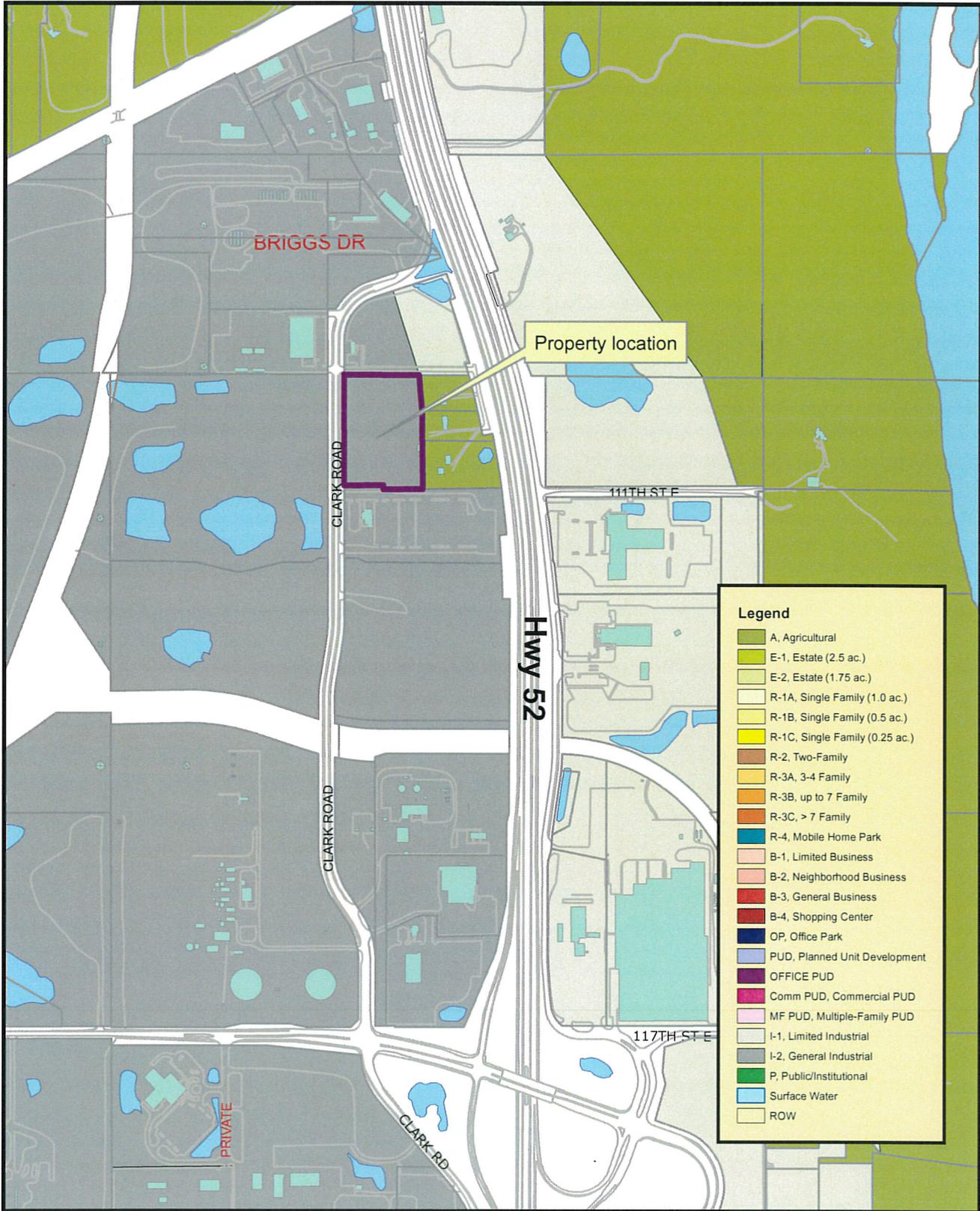
Planning Staff recommends approval of the major site plan review and conditional use permit requests as presented with the conditions listed in Exhibit A. Staff is not in support of the variances as proposed but would support an outdoor storage setback of 20 feet instead of 100 feet and would support the screening variance as long as the 13 trees are installed along the northeast part of the property.

Attachments: Location Map
Applicant Narrative
Grading Plan
Landscape Plan
Exterior Elevations

Map not to scale



Watrud Case No. 15-19RCV



Legend	
[Green]	A, Agricultural
[Light Green]	E-1, Estate (2.5 ac.)
[Yellow-Green]	E-2, Estate (1.75 ac.)
[Light Yellow]	R-1A, Single Family (1.0 ac.)
[Yellow]	R-1B, Single Family (0.5 ac.)
[Light Orange]	R-1C, Single Family (0.25 ac.)
[Orange]	R-2, Two-Family
[Dark Orange]	R-3A, 3-4 Family
[Red-Orange]	R-3B, up to 7 Family
[Red]	R-3C, > 7 Family
[Dark Red]	R-4, Mobile Home Park
[Pink]	B-1, Limited Business
[Light Pink]	B-2, Neighborhood Business
[Red-Orange]	B-3, General Business
[Dark Red]	B-4, Shopping Center
[Dark Blue]	OP, Office Park
[Light Blue]	PUD, Planned Unit Development
[Purple]	OFFICE PUD
[Pink]	Comm PUD, Commercial PUD
[Light Pink]	MF PUD, Multiple-Family PUD
[Light Grey]	I-1, Limited Industrial
[Dark Grey]	I-2, General Industrial
[Green]	P, Public/Institutional
[Blue]	Surface Water
[White]	ROW



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.

Zoning & Location Map

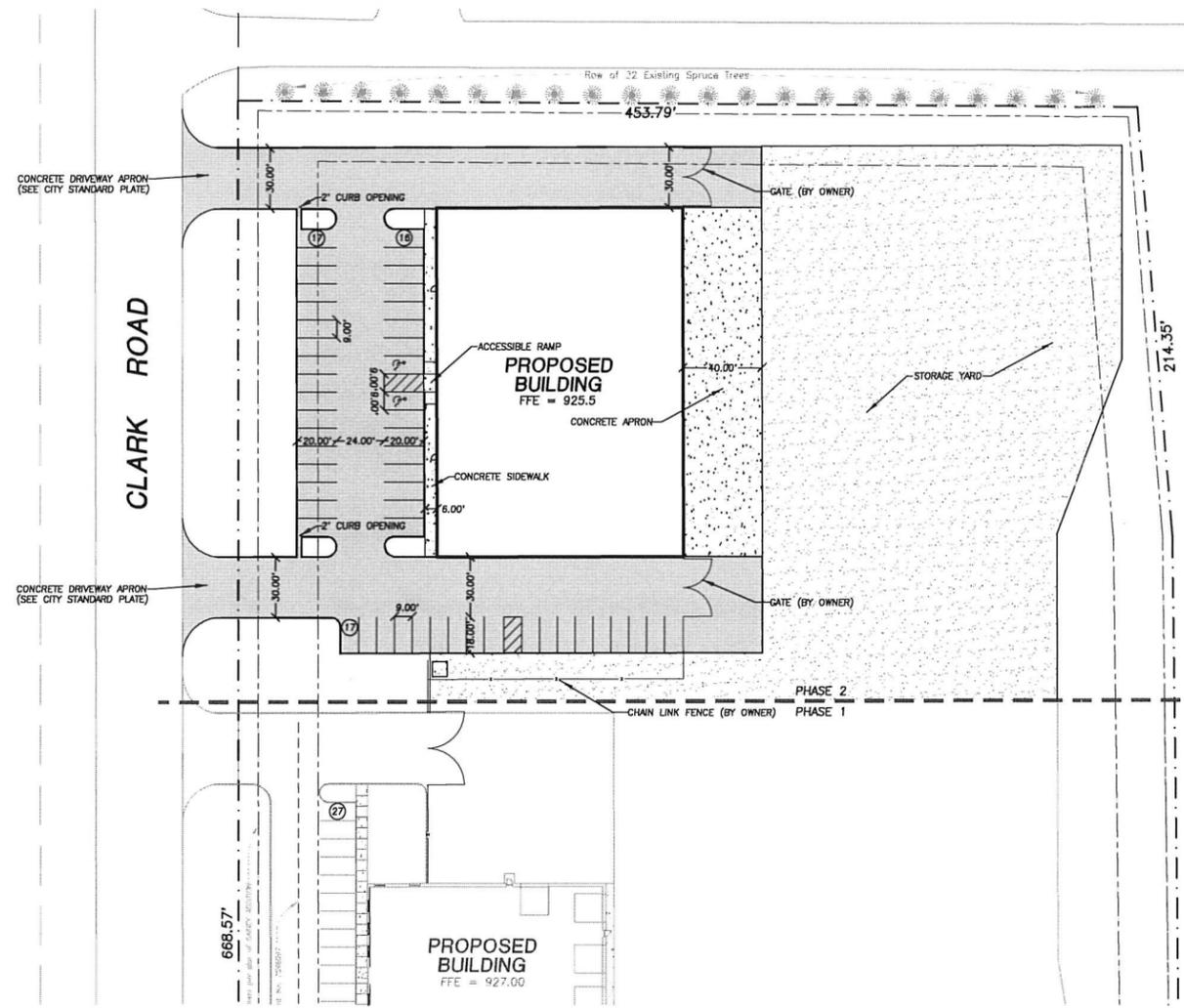
May 12, 2015

To: City of Inver Grove Heights

This is a request to build a 22,400 square foot Office Warehouse on existing 7.31 acre site, north of existing 26,400 square foot facility.



Steven R. Watrud

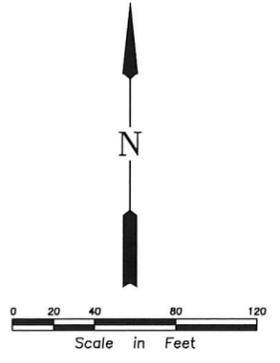


SITE NOTES

- ① - All dimensions between curbing and to radius points are to face of curb.
- ② - All dimensions abutting curbs are to back of curb.
- ③ - Construct drives/entrances according to City of Inver Grove Heights Std. Plates.

LEGEND

- PROPOSED CONCRETE
- PROPOSED STD. DUTY BITUMINOUS
- PROPOSED GRAVEL PAVEMENT
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE



Rehder & Associates, Inc.
 Civil Engineers, Planners and Land Surveyors
 9440 Federal Drive, Suite 110 • Eagan, Minnesota 55122
 651-432-5051 • Fax: 651-432-9797 • Email: info@rehder.com
 PROJECT NO.: 141-1347.024 DRAWING FILE: 1347024.DWG

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer and the laws of the State of Minnesota.
PRELIMINARY
 Name: Nicholas P. Adam Date: _____ Reg. No. 43856

4-8-15	Issued
	CITY REVIEW/APPROVAL

GRADING & EROSION CONTROL PLAN
 CLARK RD OFFICE WAREHOUSE BUILDING
 CITY OF INVER GROVE HEIGHTS

SHEET NUMBER
C1

LANDSCAPE SPECIFICATIONS

GENERAL
Furnish all work required to complete as indicated by the contract documents and furnish all supplementary items necessary for completion of work specified.

REFERENCES - QUALITY ASSURANCE
Comply with all applicable federal, state, county and local regulations governing landscape materials and work.

Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to the owner.

All materials will be judged by the AAN American Standards for Nursery Stock, Latest Edition, American Joint Committee on Horticultural Nomenclature, Last Edition, State Highway Department Standard Specifications for Construction Seed/Sodding/Hydrumulching, Last Publication and Hortus, Cornell University, Last Edition.

Coordinate planting with irrigation system installation and review continuously to insure complete coverage of plant materials.

Coordinate backfill and grading issues with general contractor so as unproductive work duplications or delays do not occur.

GUARANTEE - LIABILITY
Contractor assumes all liability and replacement requirements of materials which are damaged, stolen, or misplaced on the job site prior to acceptance of work.

Owner may request contractor to submit delivery tickets of bulk soil deliveries to confirm source and quantity of material.

All plants will be guaranteed for a period of one (1) year from the date of final acceptance. Owner will be responsible for proper maintenance of plants after final acceptance.

Contractor will replace plants which have partially died, thereby damaging shape, size, or symmetry. During guarantee period, dead and unsightly plant materials will be removed and replaced immediately. Guarantee excludes damages caused by vandalism, freeze, drought, insect infestation, or other acts of God. Special equipment required for replacement plants due to access problems are not to be included in the basic project costs. This is a negotiated item at time of replacement only.

Shrub plantings will be done in beds properly prepared using mulch and organic compost. Verify planting areas have been provided as indicated on the plan. Remove all surface rock or debris deposited by previous work operation or excavation performed to create specified bed. Excavate as necessary to provide for thorough blending of 50 percent existing soil and 50 percent compost tilled 4 inches into existing soil to create a fine, loose condition, suitable for good plant growth. Notify owner if existing soil is undesirable. Contractor will insure positive drainage exists in all areas. Specified bed preparation will only be done in shrub group areas, not over general areas where rock is indicated.

MAINTENANCE - ACCEPTANCE
Contractor will maintain all plant materials including turf mowing until final acceptance. It is the owner's intention to accept the project as soon as the contractor has demonstrated a complete project is ready for final acceptance.

SOIL PREPARATION MATERIALS
Topsoil will be local in origin, clean friable, dark in color, free from lumps of clay, rocks, weeds, or other noxious materials.

Mulch will be aged, finely shredded bark mulch, brown in color run through a hammer mill and screened of undesirable material.

Compost will be a recognized brand of peat moss common to the locale, typically used in the landscape trade as a soil amendment to provide a natural acidic, biologically active additive to the soil.

Fertilizer recommendations will be provided to the owner appropriate to the site conditions end time of year for all plant materials including the lawn turf.

MISCELLANEOUS MATERIALS
Edging will be 6 inch, commercial grade, black poly such as Black Diamond or approved equal.

HERBICIDES - PESTICIDES - FUNGICIDES - FUMIGANTS
Contractor may use all means necessary to prepare the site and maintain the materials if properly varied and applied in order to prevent injury to humans, domestic animals, desirable plant life, fish and other wildlife. Contractor will follow all manufacturer directions for applications and heed all labeled warnings. Failure to do so will result in termination from the project.

All trees will be planted in pockets twenty-four (24) inches greater in diameter than root ball and no deeper than depth of root ball. Prior to planting, fill pit one-half full of water to determine drainage at the end of twenty-four (24) hour period. If no poor drainage exists, backfill pit with existing soil. Form a 4 inch watering ring of base of tree and add a 2 inch layer of shredded mulch. Notify owner of any poor drainage issues.

FINAL GRADING
Loosen and fine rake areas to break up lumps and produce a smooth, even gradient free of unsightly variations, ridges or depressions. Ponding of water in finished areas will not be permitted. Remove from site all stones, rock, and debris one (1) inch or larger. Final grading is subject to critical owner review only after repeated watering or rains to insure settlement has not adversely affected drainage patterns.

LAWN TURF (SEEDED AREAS)
Commercial turf establishment (hydroseed): seed shall be MNDOT Mixture 250 @ 100 lbs/acre, fertilizer shall be 10-10-10 (NPK) commercial grade, and mulch shall be MNDOT Type 1.
Commercial law-maintenance turf establishment (broadcast seed): seed shall be MNDOT Mixture 250 @ 70 lbs/acre, fertilizer shall be 10-10-10 (NPK) commercial grade, and mulch shall be MNDOT Type 1.
Contractor will maintain turf by fertilizing and weeding until final acceptance.
Contractor will establish a dense lawn turf of permanent grass prior to final acceptance.

PRUNING
Pruning will be limited to the minimum necessary to remove dead wood, suckers, broken twigs or branches and to compensate for loss of roots during transplanting. In no case will pruning exceed one fourth the branching structure of the plant. Pruning will preserve the natural character and structure of the plant. All pruning operations will be performed in accordance with standard arbor cultural practices.

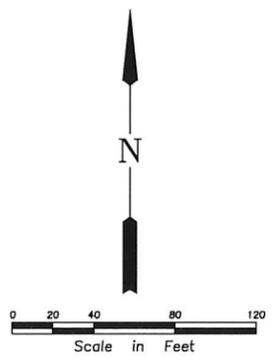
FERTILIZATION
All trees, shrubs, ground cover and lawn turf will be fertilized in a one time application of an approved fertilizer based on the contractor's observations of site conditions and experience in the area.

LANDSCAPE ROCK
After work of planting has been completed, topdress all planting areas with landscape river rock to a depth of 4".

EDGING INSTALLATION
All edging specified will be set flush with finish grade in alignments designated on the plans.

CLEAN UP
Remove all debris generated by work operations from the site daily.
All paved areas will be cleaned daily by washing and sweeping. Remove tire markings from all concrete surfaces.
Leave entire planting areas in a raked condition free of debris and paved surfaces in a broom clean condition ready for final acceptance by owner.

OWNER
WATRUJ PROPERTIES LLC
STEVE WATRUJ
9070 90TH COURT
INVER GROVE HEIGHTS, MN 55076
(651-457-2291)



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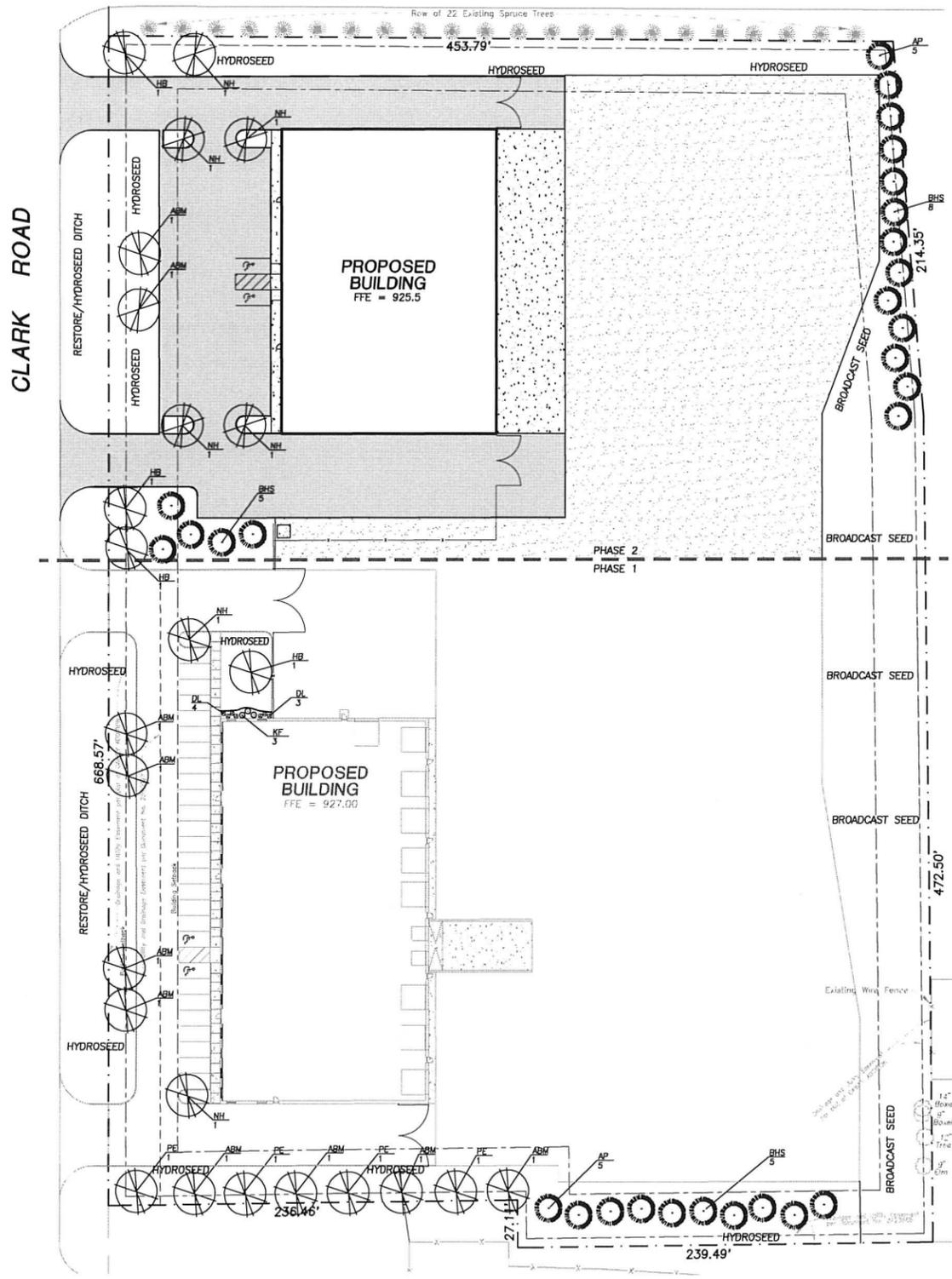
PRELIMINARY

4-8-15	Issued
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LANDSCAPE PLAN
CLARK RD OFFICE WAREHOUSE BUILDING
CITY OF INVER GROVE HEIGHTS

SHEET NUMBER

L1

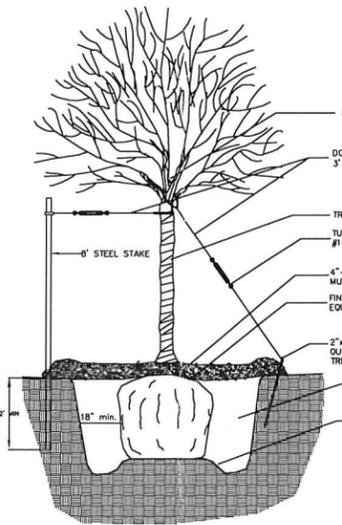


REQUIRED LANDSCAPE MATERIALS

Required Landscape Trees
1 tree per 50 L.F. of lot perimeter
1 tree per 10 parking stalls
Lot perimeter = approx. 2,312 linear feet
2,312/50 = 46 trees
Total Stalls Provided = 27 (Phase 1) + 50 (Phase 2) = 77
77/10 = (7.7) 8 trees
Total Required = 54
Total Provided = 54 (Not including existing trees)

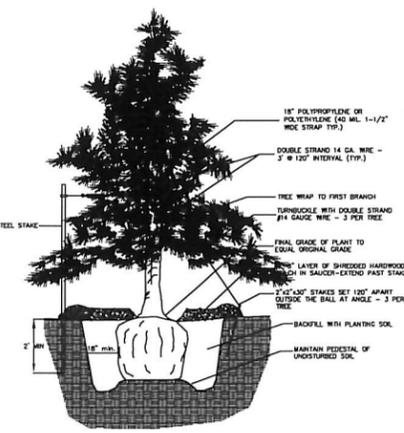
PLANT LIST: Site Plantings

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE/ROOT
TREES				
10	ABM	Acer freemanii 'Jefferson'	Autumn Blaze Maple	2-1/2" B&B
4	PE	Ulmus x 'Patriot'	Patriot Elm	2-1/2" B&B
4	HB	Celtis occidentalis	Hackberry	2-1/2" B&B
7	NH	Quercus bicolor var. inermis 'Horse'	Northern Acclaim Honeylocust	1-1/2" B&B
18	BHS	Picea glauca densata	Black Hills Spruce	6"-8" B&B
10	AP	Pinus nigra	Austrian Pine	6"-8" B&B
53	Total Trees			
SHRUBS				
3	KF	Colamagrostis scutiflora	Karl Forester	3 Gal. Pot
7	DL	Hemerocallis 'Stello de Oro'	Stello de Oro Daylily	5 Gal. Pot
10	Total Shrubs (6 Shrubs = 1 Tree for a Credit of 1 Tree)			



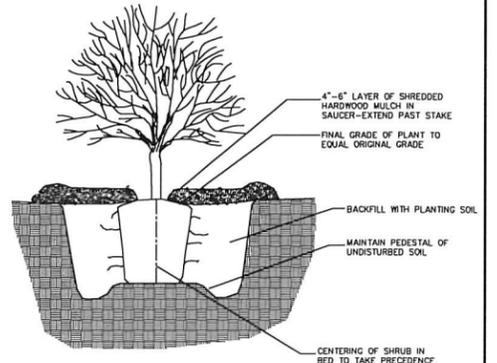
DECIDUOUS TREE PLANTING DETAIL

NOTES:
TWO ALTERNATE METHODS OF TREE STAKING ARE SHOWN.
IT IS THE CONTRACTOR'S OPTION TO STAKE TREES; HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.
SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.



CONIFEROUS TREE PLANTING DETAIL

NOTES:
TWO ALTERNATE METHODS OF TREE STAKING ARE SHOWN.
IT IS THE CONTRACTOR'S OPTION TO STAKE TREES; HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.
SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
CONIFER TO HAVE SHREDDED HARDWOOD MULCH UNLESS OTHERWISE NOTED.
NO MULCH TO BE IN CONTACT WITH TRUNK.



SHRUB PLANTING DETAIL

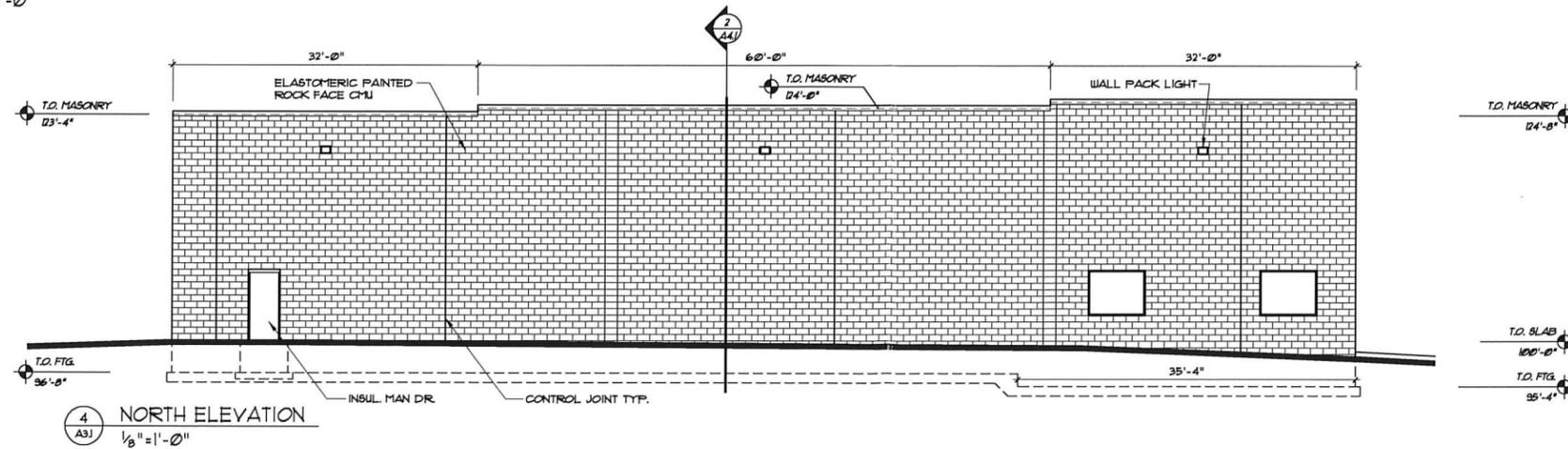
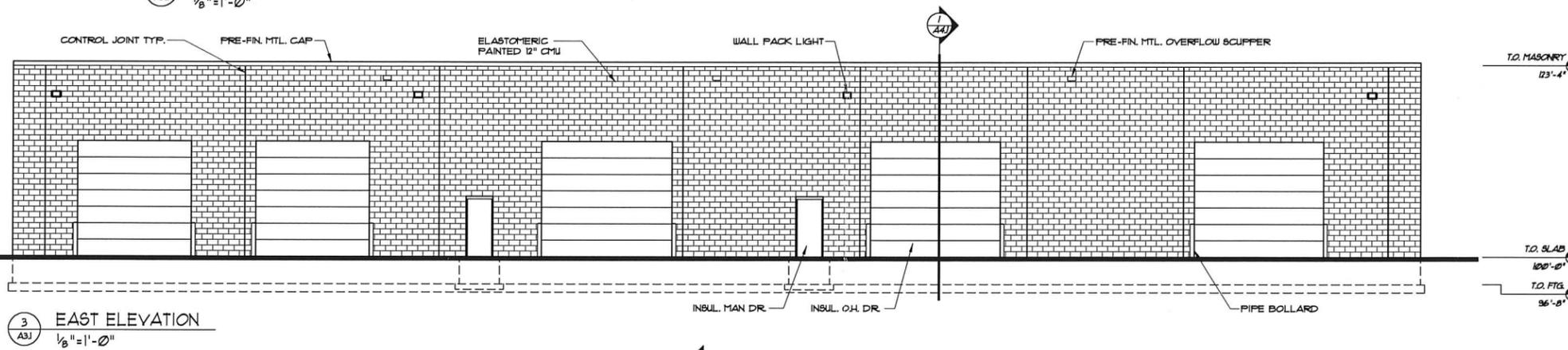
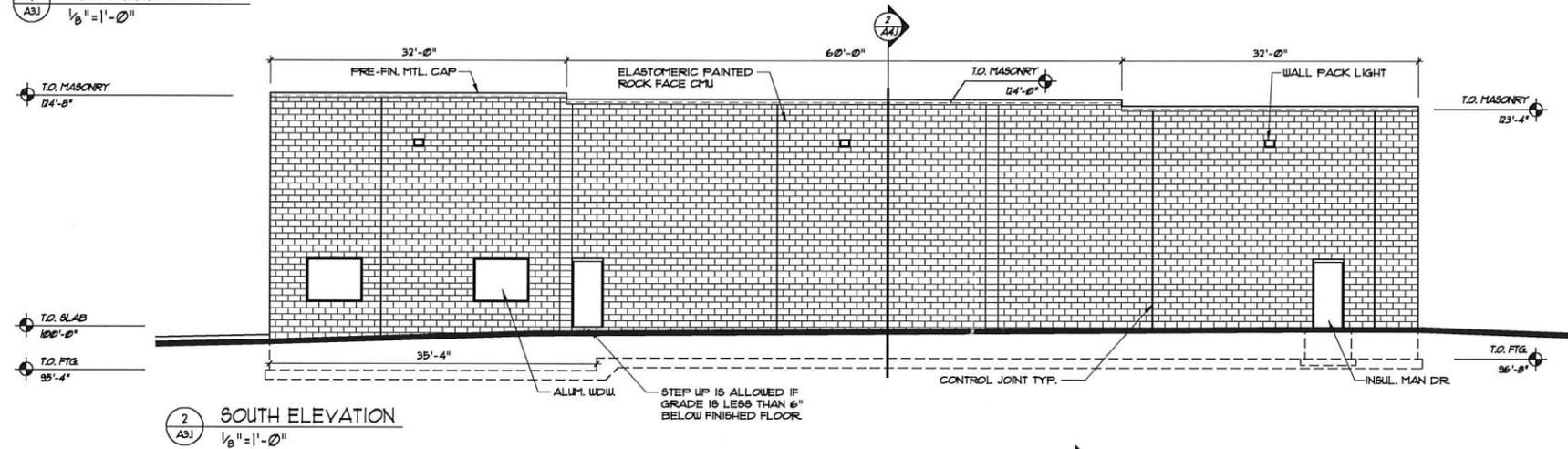
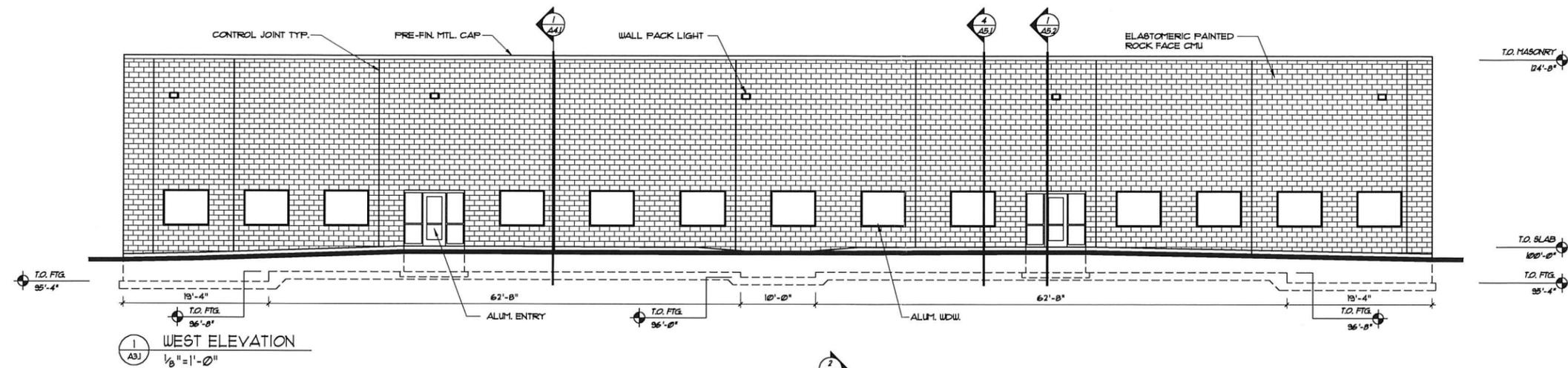
NOTES:
HAND LOOSEN ROOTS OF CONTAINERIZED MATERIAL (TYP.).
SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.

Rosa Architectural Group Inc.

1084 Sterling Street
 St. Paul, Minnesota 55119
 tel: 651-739-7988
 fax: 651-739-3165

CLARK ROAD
 OFFICE WAREHOUSE
 BUILDING II

10982 CLARK ROAD
 INVER GROVE HEIGHTS,
 MINNESOTA 55077



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

PRINT NAME: _____
 SIGNED: _____
 DATE: _____ REG. NO. _____

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

PRINT NAME: RUSSELL R. ROSA
 SIGNED: *Russ Rosa*
 DATE: 4/30/15 REG. NO. 18039

PROJECT NUMBER: 21510
 DATE: APRIL 30, 2015
 DRAWN BY: KF
 CHECKED BY: RR
 REVISIONS: _____

ELEVATIONS

A3.1