



INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, February 22, 2016

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS
4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. i. Minutes of January 25, 2016 City Council Meeting Minutes
ii. Minutes February 1, 2016 Work Session Meeting Minutes
 - B. Resolution Approving Disbursements for Period Ending February 16, 2016
 - C. Consider Approval of Massage Therapy Business License for Essential Therapeutic Bodywork, 5778 Blackshire Path, Suite 200 and Individual Therapeutic Massage Business License for Monica Ann Bemus
 - D. Consider Approval of Temporary Liquor License– Inver Hills Community College Foundation
 - E. Consider Approval of 2016–17 VMCC Ice Rates
 - F. Consider Approval of Rich Valley Potable Water Well
 - G. Consider Approval of Portable Toilet Contract
 - H. Resolution Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement 2015
 - I. Consider Approval of Record Meeting Minutes Contract
 - J. Consider Approval of the Proposal from Landmark Environmental Inc to Conduct a Phase II Environmental Site Assessment for the Properties Owned by Bill and Kathy McPhillips
 - K. Accept Donation of SAFL Baffle from Upstream Technologies
 - L. Approve Custom Grading Agreement (CGA) for 1784 86th Court
 - M. Approval of a Storm Water Facilities Maintenance Agreement (SWFMA) for Lot 7, MacGregor Acres (2 High Road)
 - N. Consider Trunk Utility Reimbursements for Blackstone Vista
 - O. Consider to Authorize Inver Grove Heights Police Department to Enter into an In-Squad Computer Grant with the State of Minnesota, the Minnesota Department of Public Safety (DPS), Acting through its Office of Traffic Safety (OTS)
 - P. Personnel Actions
5. PUBLIC COMMENT: Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person
6. PUBLIC HEARINGS:
 - A. Continuation of Public Hearing and Consider Resolution Ordering Project, Approving Final Plans and Specifications, and Authorizing Advertisement for Bids for the 2016 Pavement

Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction and the 2016 Improvement Program, City Project No. 2015-10 – 60th Street Area Utility Improvements

7. REGULAR AGENDA:

PARKS AND RECREATION:

- A. CITY OF INVER GROVE HEIGHTS;** Consider Awarding a Contract to Duininck Golf for the 2016 Inver Wood Golf Course Improvement Project
- B. CITY OF INVER GROVE HEIGHTS;** Consider First Reading of Ordinance Amendment Related to Restaurant Definition / Inver Wood Golf Course.

ADMINISTRATION:

- C. CITY OF INVER GROVE HEIGHTS;** Consider Ordinance Amending Inver Grove Heights City Code, Title 1, Chapter 6, Article A, Section 5(J) Related To Criminal History Background Check
- D. CITY OF INVER GROVE HEIGHTS;** Consider Acceptance of Community Solar Garden (CSG) Subscriptions with SolarStone Partners

COMMUNITY DEVELOPMENT:

- E. MOTORS MANAGEMENT CORP.;** Consider the following requests for property located at 1470 50th Street:
 - a) A Resolution relating to a Conditional Use Permit Amendment and related agreements to allow for a building and parking lot expansion to the existing automobile dealership.
 - b) A Resolution relating to a Conditional Use Permit to exceed the maximum impervious surface allowed in the Shoreland Overlay District.

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3
Discussion of Property Acquisition

City Administrator Joseph Lynch's performance evaluation will commence after the property acquisition discussion. Pursuant to Minn. Stat. §13.43, this is a closed session.

10. ADJOURN:

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

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 25, 2016 - 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, January 25, 2016, 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, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen, Police Chief Stanger and Fire Chief Thill.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

- A. i. Minutes of December 14, 2015 City Council Meeting Minutes
- ii. Minutes of January 4, 2016 City Council Work Session Minutes
- B. **Resolution 16-03** Approving Disbursements for Period Ending January 19, 2016
- C. Consider Approval of Therapeutic Massage License for Beth Henning
- D. Consider Approval of Sentence to Service Contract
- E. Consider Change Order No. 5 and Pay Voucher No. 7 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
- F. Appointment of Board Member to the Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO)
- G. Consider **Resolution 16-04** Adopting the Special Assessment Policy
- H. Approve Purchase of Capital Equipment
- I. Offsite Easements of Blackstone Vista Plat **Resolution 16-05**
- J. Personnel Actions

Motion by Mueller, second by Bartholomew, to approve the Consent Agenda 4.A- 4.J, 4G was pulled.

Ayes: 5

Nays: 0

Motion carried.

Item 4G was pulled by Kelly Kayser, 1953 59th Court E. she asked the Council about the Assessment Policy relating to the service life of the streets. She stated her sewer and storm water utilities are 30 years old. She asked how those utilities come into play as future projects come up.

Mr. Thureen, Public Works Director replied that the service life and years are closely aligned with assessment terms and not the expected service life. He stated it's not based on the expected life of the street improvement.

Ms. Kaiser asked about water main breaks and replacing sewer lines. She asked if they will be assessed for that. Mr. Thureen stated if it's an isolated incident the city repairs that break and makes the necessary street improvements. Normally, what is done as part of the feasibility report is both sewer lines and water lines are looked at during the street improvement process.

Motion by Bartholomew, second by Hark, to approve item 4G.

Ayes: 5

Nays: 0

Motion carried.

5. PUBLIC COMMENT:

Allan Cederberg, 1162 East 82nd St commented on professional football. He then commented on item 4F- the open seat of the Inver Grove Heights Watershed Management Organization (E-IGHWMO). Mr. Thureen stated there was 1 open seat. The terms are staggered. A reappointment of the Vice Chair was made.

6. PUBLIC HEARINGS:**A. Consider Resolution Ordering Project, Approving Plans and Specifications, Authorizing Advertisement for Bids, and Authorizing City Attorney to Complete Easement Negotiations for the 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction and the 2016 Improvement Program, City Project No. 2016-10 – 60th Street Area Utility Improvements.**

The Public Hearing opened at 7:10PM. Mr. Thureen opened up the meeting and summarized the item. Consultant of Kimley-Horn Associates, Mr. Eric Fosmo was present and summarized the projects in front of the Council for approval. Mr. Fosmo stated that the projects are standard utility updates, including water main improvements along with a full street reconstruction to match standard streets at 43 feet wide. The design team presented the 60th Street Area Street Construction full vs. Partial Reconstruction. A life cycle analysis and feasibility study was completed. Mr. Fosmo showed the powerpoint that outlined the cost and explained why a mill and overlay is not recommended. He stated specifically with 60th Street and Asher that the sub grade layers are not in good condition which would mean the pavement would get beat up quickly. He further stated the other streets are also not recommended for mill and overlay. Further, he stated that curb and gutter was looked at in the field by staff and is nearing the end of its useful life. He went over the values and estimated percentage of curb and gutter replacement per the powerpoint slide. He stated that the slide showed what could be saved if curb and gutter remained.

Mr. Fosmo stated that also included in the project is the Asher Avenue Extension. 60th Street and Asher is a dead-end road with a sub standard cul-de-sac at the end of it. The extension would be land from the school district to the north. The cul-de-sac does not meet the standards for City emergency and requires three easements on three different properties. Mr. Fosmo declared the total cost for city project 2016-10 the utility cost improvement is \$244,000. The city project 2016-09D street reconstruction project cost is \$2,308,000. The finance plan is the sanitary sewer and water main utility funds. The finance plan for the 2016-09D project is a combination of PMP Funds and Special Assessments as Mr. Fosmo outline in the powerpoint slide. There are no state aid funds available for these projects. The special benefit appraisal is \$9,000 per home. The assessment map was discussed. There are 52 properties and assessment is higher than \$9,000. Total assessments equals to 22% of total project costs. The assessment rolls are capped at \$9,000. An Assessor confirmed the \$9,000 benefit. The schedule was discussed, including final design, bid opening, informational meeting. Staff is asking to approve the proposed projects.

Councilmember Hark asked what the thickness of the pavement should be. Mr. Fosmo stated that the payment thickness must generally be 4 inches before you can do a 2 inch overlay. 60th Street and Asher were less than 4 inches in a lot of areas. The cul-de-sacs were 4-5 inches existing. Councilmember Bartholomew asked if 59th Court is 4-5 inches. Mr. Fosmo stated in the affirmative. The geotechnical experts showed stripping in the asphalt. The stripping in the bottom layer of the payment core. Mill and overlay wouldn't be recommended. Mayor Tourville stated that the other piece is having a good base. Mr. Fosmo stated in the affirmative, the other piece is having a good base but in these cases the base is highly frost assessable meaning that water would just sit in the base and frost will cut that up fairly quickly with a mill and overlay the cracks would show through within 2-3 years.

Councilmember Piekarski Krech asked about the layering of the pavement. Mr. Fosmo stated the cracks will come through the payment section in a matter of a couple of years. Public Works Director, Mr. Thureen stated when doing mill and overlay if you're cracked in the pavement those will reflect through the

1st or 2nd winter season. He discussed the crack and seal and why its important to do crack sealing to keep the water out of the sub grade.

Councilmember Hark the layer underneath the pavement that is substandard. Is it because of age or how the streets were built back then. Mr. Fosmo stated specifically to 59th Court it is the function of the environment. The geo technology doesn't have a solid pavement layer to pave on top of.

Councilmember Mueller asked why number 18 and 51 is not assessed. Mr. Thureen stated number 18 is a pond. And number 51 is a piece of city property. Mr. Fosmo stated that 51/52 are city properties and will be assessed per policy.

Kelly Kayser, 1953 59th Crt E. commented on the full street reconstruction and assessment of 59th Court and indicated opposition of the cost of the assessment. She also discussed her discontent with the process.

Mayor Tourville stated in response that 59th Court bituminous and condition of the soil and aggregate is below quality according to the analysis and that it's not a candidate for a mill and overlay. He asked if it would have been qualified five years ago.

Mr. Thureen summarized the entire street system, he stated the city has 140 miles of street. 40 miles are reaching to the point of life expectancy and are candidates for construction. In a three year cycle we revisit everything in the city. Mr. Thureen stated we look at everything including original construction plans. Once it gets to a certain point the road will deteriorate expeditiously. The challenge is the large percentage of the city and how to package the street projects. The new data is a rerun of the condition. We are trying to package the projects for the best efficiency and cost reduction. Mr. Thureen stated we look at the neighborhood approach for the impact of the project and we look at the underground utility. He commented that the storm sewer work is an odd alignment in Asher Ave.

Daniel Burke, 5851 Asher Avenue identified his property as 1 and 2 on the map of Asher Avenue. Mr. Burke requested no easement of property 1. Mr. Burke discussed how this would affect his family and quality of life. He mentioned that if the extension didn't occur how this would save money on the project. He also discussed utilities. Consultant, Mr. Fosmo clarified that the service utilities do serve the properties. The road access is one buildable lot. Based on that reason the property is assessed, city utilities do run to the property. Mr. Burke responded and stated that the slope and grading would make it to high of a cost to build a property on that lot. None of the property touches the road. You would need to go through the property 2 to go through the property 1. Further he commented on safety. In 30 years, there have been no safety issues.

Jim Stickler, 5866 Asher Ave. opposed the extension of the cul-de-sac. He mentioned there is limited amount of safety issues. He discussed how this would affect the neighborhood.

Valerie LaMaster, 5850 Asher Ave. opposed the cul-de-sac.

Marc Patton, 1887 59th Court East commented on his disagreement of the assessment cost and expressed his view that the curb is in good shape.

Jorin Tix, 1735 60th St E. commented on the benefit analysis assessment cost.

Nicole Taylor, 1909 59th Court East commented on her disagreement of the assessment cost and the process.

Karen Tennis, 1878 59th Court East opposed to curb replacement and the assessment cost.

Steve LaMaster, 5850 Asher asked council to look into cost benefits of the cul-de-sac and lack of emergency vehicles .

Lynn Tischler, 1921 59th Court East opposed cost of assessment and commented on the overall maintenance.

Monica Gossett, 5924 Asher Ave is extended the extended cul-de-sac. And she commented on the cost of the assessment and lack of overall maintenance.

Mayor Tourville stated that staff was gathering information and comments from the neighborhood. He stated the council is listening.

Jim Stickler, 5866 Asher Ave. discussed the 47th Ave and they were assessed \$6,000.

Terry Nelson 1948 59th Court East. He is located right by the main drain. He is opposed to the two more main drains. There have been no issues with the main drain.

Kelly Kayser, 1953 59th Crt E. commented on how great staff has been in presenting the specifics of the projects. She asked specifically about the estimate change since the beginning of the process. Mr. Thureen stated those estimates were high number average costs but once the feasibility study occurred then the numbers are more specific. She asked about uniformity vs. neighborhood preference.

Mayor Tourville stated that the public hearing will remain open. He stated for staff to go over the public comments. We need it to be a 429 project, if we do in by piecemeal the cost would increase. One example of assessment roll is the way the property tax structure states that \$9,000 increase on the property value. But he stated that neighborhoods over the last seven years saw some of the lowest property values. Further, Mayor Tourville stated that the value of the \$9,000 would increase your property value. He clarified to a previous resident comment that the pumper trucks don't go out on medical calls unless there was a special circumstance. He directed staff to look into the curbs.

Councilmember Hark asked for the opinion from the Fire Chief on the cul-de-sac. Mr. Fosmo stated that the recommendation came from public works and streets staff as well which includes snow plows, garbage trucks and fire trucks. Councilmember Mueller asked what the cost of the cul-de-sac extension is. Daniel Burke, 5851 Asher Avenue answered that the cost is \$134,000 and with the \$39,000, we could go down on a \$7,000 assessment.

Mr. Thureen commented on values and the economic downturn. He summarized past practices and continuing to use 429 but that the percentages are decreasing. He commented on the Pavement Management Plan and how to keep the streets in good shape. The appraisers looked at housing stock and lot size. He stated we are looking at the funding options, cost benefits and 429. They look at the assessment amount and asked the assessor to take a harder look. Mr. Thureen stated we are looking to see if we are going to fund a project then what is going to be the threshold for sustainability for assessment.

Mayor Tourville commented that the comparison being used is in 2015 to 2016 assessment was \$3,000 less in one year. He stated that staff should look at the project to see if they can bring down the \$9,000 estimated assessment.

Councilmember Bartholomew asked a follow-up question. He asked about the process of review for the mill and overlay option of 59th Court. Mr. Fosmo stated it's what happens if you look at the project differently. For example, if 59th was removed from this project. Would there be a cost benefit? When reviewed they found there would be very little cost benefit without 59th Court.

Mayor Tourville stated so if 59th Court was on their own, the cost would go up on a per unit bases. Mr. Fosmo stated that the lot size and property in comparison with the other streets in the project are similar.

Councilmember Mueller asked about the schedule of Upper 55th Avenue.

Mr. Thureen answered that this project will have a feasibility study done this year. 2017 has funding for plans and specifications but no current construction date.

Councilmember Mueller asked if we should package Upper 55th Ave. with the street projects. Councilmember Piekarski Krech stated no, it makes it worse the longer you wait on the assessment cost.

Councilmember Piekarski Krech stated that she doesn't mind keeping the public hearing open but if we don't get assessment bids in on time during the construction season than it could cost the city more money.

Councilmember Hark asked when it will go back onto the calendar.

Mayor Tourville stated that we can keep it open and reanalyze whether or not to keep the curbs and cul-de-sac.

Mr. Thureen stated these numbers are an educated guess based on the feasibility study it's a soft cost estimate but it can vary. The next meeting would be the second month in February.

Councilmember Piekarski Krech can we do alternates in the bids or do we have to advertise as is? Mr. Thureen stated we can put specs and bids but it could affect the bids.

Daniel Burke, 5851 Asher Avenue opposed the extension of the cul-de-sac.

City Attorney, Mr. Kuntz stated we need to ask Mr. Fosmo if the parcel 1 is assessed even if the cul-de-sac is not extended. Mr. Fosmo stated that he will bring the answer to this question back to the next hearing.

City Attorney, Mr. Kuntz summarized the discussion. If we would return on February 22, 2016, the council would like to hear that the cul-de-sac has a better estimate of the cost and who recommends that the extension of the cul-de-sac be extended for emergency vehicles. Also, for more information on the curbs and whether there will be some savings or not. Councilmember Piekarski Krech stated that the question before staff is what the cost for insurmountable curbs is. The neighborhood wants uninsurmountable curbs. Also the third item residents asked about was the cost benefit of not adding an additional sewer drains on 59th Court East.

City Attorney, Mr. Kuntz read the MN State Statute 429.031, other steps improvement hearing, preparation of plans and specifications to design if its feasibility. He stated in the affirmative, you can go out for bids. The city has not done that in the past and the bidders will know that.

Karen Tennis, 1878 59th Court East asked why the costs are not lower than 60th Street and Asher Avenue. Why is it disproportionate? She questioned the assessor's estimate of the increase of property value.

Mayor Tourville is a judgment call by county assessors. Its not a formula, its an estimate that was done.

Kelly Kayser 1953 59th Crt E. why are comps looked at from 2010? Could we look at more update comparables and would that change the assessment.

Steve LaMaster, 5850 Asher Avenue commented that there's only one trash hauler.

Councilmember Piekarski Krech concerned on the bid dates lateness.

City Attorney, Mr. Kuntz stated to the audience and viewers that the motion is to keep open the hearing until Feb 22, 2016, there will not be written or public notice to that hearing. If you want to participate you will need to be back here.

Motion by Muller second Bartholomew to keep the public hearing open until Feb 22, 2016 at 7:00PM.

Ayes: 5

Nays: 0

Motion carried.

B. Assessment Hearing for City Project No. 2009-01 – T.H. 3 and 80th Street/County Road 28 Intersection Improvements Resolution 16-06

The Public Hearing was previously opened. The Public Hearing continuation started at 9:00PM.

Mr. Thureen introduced the item and reviewed the project from the public hearing. Staff was directed by Council to have another meeting with the residents regarding the assessment. Mr. Thureen showed the assessment area to the Council. The parcels on the west side are to be covered by an assessment agreement in the amount of \$400,000 for a term of five years with a recommended interest rate at 4.8%. Today, the 18 parcels on the east side of Hwy 3 are in front of you. The original assessment was \$381,600 with a term of 10 years at 4.8% and allowing deferment. The combination was the parcel area and trip generation on future land use based on Comp plan. At the first meeting Council asked staff to look at a different calculation. Staff returned with a reduced assessment amount of \$234,000. The proposal is \$147,800. Staff revised assessment role is strictly on area and was not calculated by trip generation. It's strictly calculated on the parcels involved. The term is 10 years with an interest rate at 4.8%. It was recommended that the city include deferment.

As discussed prior to the events that would follow the events or dates which would begin the deferment as follows:

1. The property is platted and a final plat is recorded.
2. The property is subdivided with the meaning of Minn. Statute §462.352, Subd. 12. Staff added the transfers during the life of the current owner to any family members of the current owner.
3. Lastly, that there is a fixed date of January 1, 2040.

In cases of deferment being reached it will accrue interest at the rate of 4.8%. It shall be due and payable with real estate taxes over five calendar years.

The informational meeting was on January 14, 2016, two property owners attended. Their emails are included in the Council packet. They are requesting the revised proposed assessments be reduced further from \$18,000 to \$6,000 for parcel 20-000800-53-010 and from \$30,000 to \$6,000 for parcel 20-00800-50-010. Another rejection letter was received earlier in November rejecting the original assessment but the amount has changed to now being \$6,300.

Councilmember Bartholomew asked if we acknowledge the rejection letter. City Attorney Kuntz stated no we don't think we have a rejection letter.

Mr. Thureen stated that with the changes staff asks the council to approve the resolution with the revised proposed assessment role for a total of \$547,741.52. \$400,000 of that is from the west side of the highway.

Mayor Tourville confirmed that the assessment role is on acreage, not on trips. Thureen stated in the affirmative, there is a fixed amount proposed.

Councilmember Mueller asked how an assessment is calculated. Mr. Thureen stated you look at how the property could be developed. Mr. Thureen stated he found the means on how to fund the street improvement. If you consider that amount to what this could develop into and what it's used in the amount of a fixed acreage of units. Mayor Tourville commented that the city didn't foresee the state not having to pay any amount of the highway improvement.

Mayor Tourville offered an opportunity for public comment:

Kurt Rechtzigel, 1407 80th Street E commented on that the assessment should be looked at as a whole instead of the west side.

Christine O'Shaughnessy, commented on the lack of benefit. She handed out an email from Denny Honsa of MSA Professional Services. She discussed the land mass topography and the assessment is grossly stated. She also discussed the highest commercial assessment of \$6,000.

Jeanne Abbott, 1401 80th Street commented on poor planning by the city and abuse of power.

Allan Cederburg, 1162 East 82nd St commented on a 2008 Assessment Hearing. Mayor Tourville replied that the use of the MSA funds to help offset the cost savings this project by \$234,000. Mayor Tourville and Cederburg discussed a new 80th Street.

Motion by Bartholomew second Hark to close the public hearing at 9:34 PM of City Project No. 2009-01 -T.H. 3 and 80th Street.

Ayes: 5

Nays: 0 Motion carried.

The Public Hearing closed at 9:34PM. Councilmember Bartholomew stated the need to practice other alternatives in the future but today we need to approve the assessment roll. As stewards, we need to approve the roll but other alternatives should have been explored in the past.

Councilmember Piekarski Krech commented that in hindsight it was in 2008 we didn't foresee the economic downturn and connections that should have happened didn't happen. But we did what we could at the time.

Motion by Bartholomew second Hark to approve final assessment of the resolution of City Project No. 2009-01 – Truck Highway 3 and 80th Street/Amana Trail/County Road 28 Intersection Improvements.

Ayes: 5

Nays: 0 Motion carried.

Mr. Kuntz stated that the Council needs to make a decision on the deferment resolution.

Mr. Thureen stated per the Resolution in the Council request for Council action to memorialize the deferment of special assessment. Two parcels that are city owned. They are not included in the deferment. Two owned by the county. Parcel 8 is being deferred by Target. It's reflected in the resolution of the assessment.

Allan Cederburg, 1162 East 82nd St asked if the resolutions need to be rescinded. City Attorney Kuntz stated in the negative, that no deferments were adopted.

Two parcels are city owned 15 and 12 we proposed that they are not included in deferment and parcel 7 that is a county road but is for the realignment of future roads. The parcel will be used for the right of way. We mentioned parcel 8 as a current use but the intensity of the use is the same as the Comp Plan but that will be deferred. City Attorney stated Mr. Kuntz stated that there are 19 parcels on the assessment role. 15 parcels will be in deferment and 4 parcels not being deferred (7, 12, 14 and 15; two by the County, one by the city and one by Target.) The City prepared 15 separate deferment resolutions. The deferment terms are in the deferment resolution.

Motion by Piekarski Krech second Mueller to approve Resolution of deferment of special assessment. Resolutions 16-07 Gordon, 16-13 Inver Grove Land, LLC 16-14 Wistl, 16-15 Wistl, 16-16 Malensek, 16-17 Rechtzigel, 16-18 Si LLC, 16-19 Abbott, 136-20 Sure Lock Holdings, 16-21 Willenbring, 16-22 Willenbring, 16-23 Hanson, 16-24 Corniea, 16-25 O’Shaughnessy, 16-26 Bonin.

**Ayes: 5
Nays: 0 Motion carried.**

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. BLACKSTONE HIGHLANDS; Consider the following requests for property located south of 70th Street, just east of Blackstone Vista;

- a) A Resolution 16-08 relating to a Comprehensive Plan Amendment to change the land use designation from MDR, Medium Density Residential to LDR-NWAPUD, Low Density Residential Northwest Area PUD.**
- b) A Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Residential District. Resolution 16-09**
- c) A Resolution 16-10 relating to a Preliminary Plat and Preliminary PUD Development Plan for Blackstone Highlands.**

Mr. Hunting, City Planner introduced the item and pointed to the area on the map shown. It’s a 15 acre parcel into a 40 lot single family development to be known as Blackstone Highlands. The Comprehensive Plan would go from a MDR density to an LDR density. This is consistent with prior developments. The rezoning would be consistent with the proposed comprehensive plan designation for the property. The preliminary plat consists of 40 single family lots and three outlots. Two of the outlots are storm water purposes. Outlot C has the potential for future development along with parcel to the north abutting 70th. The project meets the performance standards. The flex of the opening space is less than 20% because of the open space. The parcel is disturbed and farmed. There are no regional basins found. It doesn’t have a regional basin which has been a large part of the open space. To maximum lot size staff is comfortable with the flexibility. Planning Commission and Staff is approving the project as presented.

Mayor Tourville stated this was a lot of conversation in regards to this properties request.

Jim Deanovic was presented and stated his name.

City Attorney Kuntz stated 4/5 votes are required with the Comprehensive Plan change.

Motion by Piekarski Krech second Mueller to approve A, B and C. of the resolution.

Ayes: 5

Nays: 0 Motion carried.

B. ETERNITY HOMES, LLC; Consider a Resolution 16-11 relating to the Preliminary Plat of Crosby Heights. Property located between 64th and 65th Streets at Craig Avenue.

Mr. Hunting introduced the item and showed the area on the map. The applicant is proposing to develop a 5.5 acre parcel into a 23 lot single family development to be known as Crosby Heights. The developer would construct Crosby Avenue between 64th and 65th Streets and Craig Avenue. The lots are of a similar size to the surrounding neighborhood. The zoning and comp plan does not need to be changed. The developer is changing Crosby Ave. The lots would access off of Crosby Ave and Craig Ave. There is no variance to be requested. No corner back or lot size issues. The lots meet the 70% rule and the design addresses storm water needs with the pond occurring on the outlot. There were 40 foot lots but now they are updated to today's standards. Planning Commission and Staff is approving the project as presented.

Councilmember Hark what are the cost of the properties?

John Anderson, Eternity Homes commented that price point is \$275-\$375,000 probably low \$330,000.

Motion by Mueller second Bartholomew to approve the resolution relating to the Preliminary Plat of Crosby Heights.

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider the Third and Final Reading of an Ordinance 1308 Amendment to the Regulations of Parking of Vehicles and Recreational Vehicles in the Front Yard by Removing One of the Temporary Exceptions.

Mr. Link outlined the item as the third and final reading of the ordinance of the regulations of parking vehicles in the front yard. It will remove the seven day temporary exception. The City Council approved the reading at its January 11, 2016 meeting. There were no changes made at that time. Planning Commission and Staff are approving the ordinance.

Councilmember Mueller asked where the map is. Mr. Link stated the map will be amended.

Mayor Tourville directed staff on revising the map to help clear things up. Mr. Link stated in the affirmative.

Motion by Piekarski Krech second Hark to approve the third and final reading of ordinance 1308 Regulations of Parking of Vehicles and Recreational Vehicles in the Front Yard.

Ayes: 5

Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Community Development Block Grant Applications- Fiscal Year 2016. Resolution 16-12

Community Development Director, Tom Link presented the item. He stated that this is a routine application. In 2016, CDBG through the Community Development Agency stated its for low to moderate funding. In the past, we have split the amount of the Housing Rehabilitation fund and the Doffing Ave Acquisition Program by 50%.

This year staff recommends a change the amount allocated from the Doffing Avenue Acquisition. The last acquisition was three years ago. Mr. Link stated we don't have the need for the program. The second reason is the agency has been tacking on more federal regulations onto the program. The new regulations have to be used in 1.5 years. We would like to find a different use for it. We are asking for the Comp Fund to be allocated for the use of the funds. And to update the ADA construction fund with the remaining funds of \$56,000. The other cost would be the ADA improvements such as pedestrian crossing at city streets. City matching funds are not required. Usually the cost is paid for by the general fund, pavement management or municipal state aid. Mr. Link concluded that staff recommended that the Housing Rehabilitation Program be \$57,000. Comprehensive Plan update be \$28,000 and the American Disabilities Act (ADA) Construction be \$28,000.

Councilmember Piekarski Krech stated that we should put more money in the Housing Rehabilitation program. Mr. Link replied that the county (CDA) did not feel that was needed. He stated that the county has to match those funds. Between the funds, we usually have enough in the fund. Councilmember Piekarski Krech suggested 60% in Housing Rehabilitation program and 25% in American Disabilities Act Construction. She asked staff to advertise the program more.

Mayor Tourville stated we are directing staff to include in the grant 60% in Housing Rehabilitation program and 25% in American Disabilities Act Construction.

Motion by Piekarski Krech second Mueller with said changes to the 2016 CDBG application.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS**9. EXECUTIVE SESSION:**

Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3. Discussion of Property Acquisition of the Leyde Property.

10. ADJOURN: Motion by Piekarski Krech, second by Bartholomew to adjourn. The meeting was adjourned by a unanimous vote at 10:40p.m.

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, FEBRUARY 1, 2016 - 8150 BARBARA AVENUE**

1. **CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in work session on Monday, January 4, 2016, in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Clerk Tesser, Community Development Director Link, Finance Director Kristi Smith, Public Works Director Thureen, Parks and Recreation Director Carlson and Police Chief Larry Stanger.

2. **I-2 ZONING**

Mr. Link introduced the item and summarized the prior October 5, 2015 work session meeting discussion. Mr. Link stated that staff is looking for direction on two issues: Major Site Plan Review process and I-2 Uses. He discussed the items briefly. He stated right now, the two issues are in competition with each other. Mr. Link posed what are the roles of the council, staff and Planning Commission if you get rid of the major site plan review process. He discussed the importance of public input. He stated that the questions have been posted to eliminate the major site plan, putting the responsibility in the hands of staff.

He discussed the study looking at comparable cities: Rosemount, Eagan and Cottage Grove which have a similar process as the city. Mr. Link stated when looking at past practices, major site plan reviews are put in front of Council approximately 2-3 times a year. The Planning Commission's process is that they usually see the major site plan review twice. Once in the beginning and once after the Council reviews the plan.

On the major site plan the Planning Commission believes the public involvement is important to gather ideas, hear different perspectives and to hear underlining issues. It's the opinion of the Planning Commission to keep the process as is. Mr. Link noted that if the major site plans process is eliminated. The plans will still have to be provided by the industry to review at staff level. There will still be time and costs involved. But it wouldn't be as intensive of a process that it is currently.

I-2 Uses:

The Planning Commission went through the list of permitted uses and potential for impacts (conditional uses). Overall they suggested three uses to be changed to permitted and one use either permitted upon activity. Conditional uses to permitted uses would be: maintenance facility, essential service buildings, research and development facilities and the service of semi tanks, trucks and trailers including equipment permitted if inside of a building and Conditional if outside of a building. Their feelings regarding this is that the impacts would be minimal.

Mr. Link's thoughts were that if the Council would like to proceed with the changes on the major site plan or the I-2 uses, staff would like to know how to advertise the changes to the public. He stated there are thousands of facilities that are zoning businesses, institutional and

neighborhoods that would be affected with the change. 1-2 zone changes wouldn't be that intensive. There is approximately 2 square miles of property that are zoned 1-2 abutting a dozens of residential properties. Therefore, staff would like time to discuss changes with the Planning Commission and conduct a public hearing to hear public input and then advertise the changes to the public. Mr. Link ended the summary with a request to council for direction on the major site plan and I-2 uses.

Councilmember Hark stated that he is confused because Council wasn't asking to eliminate the site plan review. He discussed the unique Watrud situation and stated his feelings were that there is duplication or redundancy in the process that the Council would like eliminated. He stated that with the Watrud example, they had to come back in to the council after the major site plan was completed and go through the process a second time.

Councilmember Bartholomew stated yes that is what Council's intention was. For example, you have a large parcel of land, if there is a building structure being built that is identical to the previous two structures then they shouldn't have to go through another major site review. Councilmember Hark asked to address situation where it's obviously redundant.

Mr. Link stated that staff was confused regarding the direction of staff on how to proceed with this. Mr. Link commented on the Watrud situation and the unique circumstances. Councilmember Hark stated that he doesn't want to get caught up in the Watrud situation because that ship has sailed.

Councilmember Bartholomew stated that the disconnect is that if there is a large piece of property that has went through the major site plan and all the setbacks have been met and it's obvious that they will add more buildings than there's no reason to do another major site plan review. The drainage and landscaping would have already been completed with the first major site plan review.

Mayor Tourville summarized the opinion of the Planning Commission and stated that they disagree with the suggested new process. Mayor Tourville stated the Planning Commission comments are to continue to keep public input in the process.

Councilmember Piekarski Krech asked how much I-2 is there to develop. She stated it looks like from the map that its all planned out. Mr. Link stated that there are a few sites. Mr. Link stated that it's not the initial application it's if the approved site plan is modified. If the site is amended or modified then how do we handle it at the staff level. We would have to include that into the ordinance.

Councilmember Piekarski Krech stated that the process should be as simple as possible.

Mr. Link went over the 1-2 district areas with the Council. What could be done is exempt properties from a major site plan or write an exception. That would be a simple way, or we can come up with a staff direction on how they would like to proceed.

Mayor Tourville stated that there needs to be some type of major site plan. If there are two buildings and then there is 3, 4, or 5 buildings added then a site plan should be required.

Councilmember Piekarski Krech replied as long as you have an accepted use in the zone then why would you have to go through another major site plan. She stated that staff would see the request in the permits issued.

Mayor Tourville stated that there needs to be some process. There may be residential impacts and we need to explore the process.

Councilmember Piekarski Krech stated that these areas are developed no one is near residential. She stated we are spinning our wheels. If it meets the use and storm water when requesting permits than why require a site plan.

Mr. Link stated that there are two issues being discussed. The I-2 issues are unique in some areas, we can treat that area different. He discussed the landfill area and the uniqueness of that area. The other issue is to define what the changes would be done to the site plan review. He stated which ones would have to go through a site plan and which ones wouldn't. Do you do it if there's new parking spaces, added square footage etc.

Mayor Tourville discussed examples of possible scenarios and that the public could be dissatisfied with the lack of public input.

Councilmember Bartholomew discussed the purpose of the major site plan. He discussed an example of going through a major site plan then later adding a building structure and the plan meets setbacks, drainage and increasing parking then why do another major site plan as long as they meet the standards. It's a redundant action.

Mr. Link stated that they could amend that major site plan review process and add language that subsequent changes to the property can be reviewed by staff instead of going through the Planning Commission.

Councilmember Mueller stated that if he was Steve Watrud he would be upset. He discussed possible scenarios of new businesses coming to the Watrud property. Councilmember Mueller asked about public meetings. Councilmember Mueller discussed the last Planning Commission meeting and how the public wasn't recognized and able to talk. Mr. Link commented that it is up to the Chair of the meeting on when they let the public to talk. He stated the process is different than at Council meetings. The Planning Commission discusses the item then opens up the meeting for comments.

Mr. Vance Grannis Jr., 9249 Barnes Ave E. stated that everyone is missing the point. You are duplicating the process. The presentation that Mr. Link stated at the Planning Commission meeting was that Mr. Watrud didn't want to go through the process again. Mr. Grannis stated that the standards that apply from the City Code don't duplicate it and increase the costs. He stated we could avoid this if you get a PUD first but the fees go up from \$3,000 to \$5,000. He further commented on doing business in the City. Mr. Grannis discussed the fee comparison of other cities and commented on how the little fees starting adding up and the time delays.

Steve Watrud, 9070 90th Court stated that he had to bring this issue to the Council because of the lack of direction from staff and council. He further discussed his complaints regarding wasteful time and money. He asked that Council to be concise and make a decision. He further discussed his past experience and past practices.

Mayor Tourville stated that the council and staff had to follow the ordinance. Mr. Watrud asked for a direct and consensus stance. Let's be specific and make decisions. It's tough that we are still fighting and we have hard feelings.

Willie Krech, 9574 Inver Grove Trail, asked that the city list the possible uses so that it's easier to follow. He asked the Council to get business and staff together to figure this out to get these permits approved. He commented on the length of time and flexibility. He stated he is impressed with staff. He further commented on the I-2 District landfill area and the refinery.

Mayor Tourville asked Mr. Kuntz when looking at the Watrud piece we asked if we could bypass some of the regulations. In the major site plan review can we look at this to see if this can be handled before instead of coming to council. There are two things to consider. Number one, if it wasn't shown on the first plan such as storm water plans when buildings 4,5 someone has to chance. The issue that has to be framed if the council has to approve a CUP/Site Plan can subsequent site plans be done without a Planning Commission or Council review and can we just delegate to staff the authority to do this. The challenge is, once you introduce the public process you do inevitably you will add to the length of time.

Mr. Kuntz stated that issue number 1 is the Council issues with an initial review of the property, he stated can we add subsequent changes to the site plan review and it be approved by the Director of Dept of Public Works or Director of Community Development. The professional contractors would work with staff to comply with the standards.

Mr. Kuntz stated the second part that comes up, right now the applicant needs amended conditional use permit (CUP) for open storage. The first paragraph of the CUP always says that these are the plans that need to be approved. We can change language that subsequent site plans be approved by staff. The language could be stated in Districts I-1 or I-2. The site plan approval doesn't only apply to I-2. If there is a philosophical question, that if there is a seven acre property that expansion to four acres can be dealt with by staff.

Comments were made by Council that this is the process changes they would like to see. Mayor Tourville stated that this exactly what the Council wants to see and asked if the change needs Planning Commission approval.

Mr. Link asked to let staff draft the language first for the council to view and then have the language go to Planning Commission with a Public Hearing.

Mayor Tourville asked the audience if there is disagreement.

Mr. Grannis stated he wanted the micromanaging eliminated. He went through the previous process with the council. Further he went on that if its permitted use than they should be able to get a permit. Don't waste staff time and expense micromanaging. All that is important was the storm water. Mayor Tourville stated the council is giving that direction to staff for that change. Mr. Grannis continued to discuss micromanaging.

Councilmember Piekarski Krech discussed the city of Eagan's example, and said it was approved within 6 months. She stated it shouldn't take more than a year.

Mayor Tourville stated that in our cases, there's no water, no sewer, no streets or roads. Councilmember Piekarski Krech would like the process to go quicker.

Mayor Tourville stated that Mr. Kuntz will draft the language for the process to have major site plan review and allow subsequent changes to be handled by staff and departments as necessary.

Mr. Watrud beliefs the changes is the direction that he would like the council to go. He further pointed out the disconnect in the past process in length.

The council discussed that the process will be to come back to a work session for the language and then it will go to Planning Commission.

Mr. Lynch stated that the there will be language change to the admin review for permitted and CUP review to I-2. There are proposed changes to the types in the I-2. Would you like those added to the language as well. Mayor Tourville stated we haven't discussed that but we want to.

I-2 Designations:

Mr. Link summarized the I-2 designations. Mr. Watrud opined that stone wall, monumental and painting should be allowed in I-2. Mayor Tourville stated that usually sales is wholesale not retail. Mr. Grannis opined generally on what uses he feels are okay based on the old days. He further discussed on the micromanaging of anesthetics.

Councilmember Bartholomew we will not mix the uses of retail with manufacturing. The issue is not involving retail traffic in the industrial areas. He suggested to drop the word “sales”.

Mayor Tourville asked if these suggestion changes we added to the language with the site major plan review. He opined that he didn't want retail with industrial.

Mr. Grannis opined that businesses should be surveyed for input. Mr. Watrud discussed the Planning Commission process with the Conditional Uses that were put forward.

The council gave direction to Mr. Link that everything is included and everything be a permitted use and nothing be conditional. The council is open to the Planning Commission coming back with requests for specific items to be added to a conditional uses.

Mr. Watrud stated that I-2 should be the least restricted along with I-1. Mr. Grannis opined that its permitted only if someone can come up with why it should be a conditional use.

Mr. Link stated I-1 is different because there are a lot of those zones. The Council directed Mr. Link to eliminate the request of I-1 being added to the changes.

Mr. Link summarized that the approach is 1. 1-2 Planning Commission must have really good reason for Conditional Uses 2. 1-2 uses will go back to Council before going to Planning Commission 3. Draft amended ordinance language.

3. STORM WATER PFA

City Engineer, Thomas Kaldunski discussed the storm water project plan that is to be submitted for possible state funding. The portion of the Mississippi River that borders the City of Inver Grove Heights is currently listed on the Minnesota Pollution Control Agency's (MPCA) 2014 Impaired Waters List for turbidity- measure of water's cloudiness or haziness. Because the City owns a municipal separate storm sewer system (MS4) that discharges to the Mississippi River, the City is included as a Regulated MS4 for South Metro Mississippi River Total Suspended Solids Total Maximum Daily Load (TMDL). We have standards that we have to meet to help with the sentiment. We are trying to accomplish this to meet the standards. We have outflow at 64th, 65th, 70th and 78th to the Mississippi River. The City is trying to reduce the amount of TSS that the City discharges through its storm sewers into the Mississippi River. That's the general focus and we are eligible for this, the funding would come from the State. To date, the City has applied for \$1.5 Million in grants, which requires a local match of 50%. We hear from the state that we are in good position to be awarded that grant. We are ranked 4th among storm water project applicants. Mr. Kaldunski stated we have five years to match the grant funds.

Mayor Tourville asked if the fund goes through MPCA or Met Council. Mr. Kaldunski stated it goes through MPCA on the funding. They encourage cities to do storm water projects.

Councilmember Bartholomew asked about 28th and if there is watershed for that area? Mr. Kaldunski stated that generally when you look at this area that has a big pumping station and is land locked. Councilmember Bartholomew asked about specific locations on the map where the storm water goes to the river. Mr. Kaldunski confirmed that it goes directly to the river. Mayor Tourville clarified that outfall means that there's a pipe.

Mr. Kaldunski discussed specifics on outfalls. He stated that 64th Street Outfall by the Old Village subwatershed, 65th and 66th (by the Swing bridge) and then Mr. McPhillip's property Dixie Avenue pipe and 77th Ave pipe goes underneath the railroad tracks. He commented that this is the proposed projects. City Engineer, Mr. Kaldunski stated it's to reduce the solids and start rain gardens and ponding. City Attorney, Mr. Kuntz asked once we get the ponds how are we going to clean it all out. Mr. Kaldunski stated in time those areas will need to be cleaned. Mr. Lynch those areas will be hazardous materials. Mr. Kaldunski stated in the affirmative. The point is to get the material out of the Mississippi River.

Mr. Lynch stated that the plan is for the Council to approve the plan and resolution on Monday's meeting. Councilmember Bartholomew asked for the plan to be put on the website.

4. **ADJOURN:** Motion by Mueller, seconded by Piekarski Krech to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 8:05pm.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 22, 2016
 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 February 3, 2016 to February 16, 2016.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending February 16, 2016. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$409,107.11
Debt Service & Capital Projects	332,788.42
Enterprise & Internal Service	478,930.68
Escrows	17,649.72
	<hr/>
Grand Total for All Funds	<u><u>\$1,238,475.93</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period February 3, 2016 to February 16, 2016 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING February 16, 2016**

WHEREAS, a list of disbursements for the period ending February 16, 2016 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	\$409,107.11
Debt Service & Capital Projects	332,788.42
Enterprise & Internal Service	478,930.68
Escrows	17,649.72
Grand Total for All Funds	<u><u>\$1,238,475.93</u></u>

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

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
2ND WIND EXERCISE, INC.	22-026167	12/31/2015	12/29/15	101.42.4200.423.60065	4,179.00
ACE PAINT & HARDWARE	526218/5B	12/31/2015	501126	101.44.6000.451.60016	12.97
ALEX AIR APPARATUS, INC.	29055	02/10/2016	2/3/16	101.42.4200.423.40040	1,420.00
APWA	11180	02/10/2016	MEMBERSHIP 11180	101.43.5000.441.50070	968.75
ASPEN MILLS	175946	02/03/2016	550771	101.42.4200.423.60045	52.95
ASPEN MILLS	176292	02/10/2016	550771	101.42.4200.423.60045	140.85
ASPEN MILLS	176294	02/10/2016	550771	101.42.4200.423.60045	52.95
ASPEN MILLS	176293	02/10/2016	550771	101.42.4200.423.60045	6.00
BATTERIES PLUS-WSP	030-641653	12/31/2015	C-1034	101.42.4200.423.40042	226.13
CA DEPT OF CHILD SUPPORT SERVICES	INV0049747	02/05/2016	MIGUEL GUADALAJARA	101.203.2032100	279.69
CAPITOL CITY REGIONAL FIRE	2016-001	02/03/2016	DUES	101.42.4200.423.50070	100.00
CDW GOVERNMENT INC	BQJ9370	02/03/2016	2394832	101.42.4000.421.60010	532.30
CENTURY LINK	1/19/16 651 455 9072 78	02/03/2016	651 455 9072 782	101.42.4200.423.50020	43.48
CITY OF MINNEAPOLIS RECEIVABLES	400413006606	12/31/2015	612005356	101.42.4000.421.30700	3,762.90
COLLINS ELECTRICAL CONST.	1630030.01	02/10/2016	1/19/16	101.43.5400.445.40042	538.25
CRIMEPOINT, INC.	1859	12/31/2015	12/31/15	101.42.4000.421.60040	2,200.00
CULLIGAN	1/13/16 157-98459100-6	02/10/2016	157-98459100-6	101.42.4200.423.60065	119.36
CULLIGAN	1/31/16 157-98459118-8	02/10/2016	157-98459118-8	101.42.4200.423.60065	50.75
DAKOTA COMMUNICATIONS CENTER	IG2016-03	02/10/2016	MARCH 2016	101.42.4000.421.70502	44,177.89
DAKOTA COMMUNICATIONS CENTER	IG2016-03	02/10/2016	MARCH 2016	101.42.4200.423.70502	5,962.11
DAKOTA CTY FINANCIAL SVCS	00019257	12/31/2015	4TH QTR UTILITIES	101.43.5400.445.40020	572.35
DAKOTA CTY FIRE CHIEFS ASSN	2016 DUES	02/03/2016	2016 DUES	101.42.4200.423.50070	75.00
DCA TITLE	35220	12/31/2015	20-71156-02-170/013/27	101.44.6000.451.30700	685.00
DCA TITLE	35248	12/31/2015	20-47521-03-030	101.44.6000.451.30700	475.00
DCA TITLE	35281	12/31/2015	20-25700-01-010/020/03	101.44.6000.451.30700	535.00
EFTPS	INV0049768	02/05/2016	FEDERAL WITHHOLDIN	101.203.2030200	43,887.27
EFTPS	INV0049770	02/05/2016	MEDICARE WITHHOLD	101.203.2030500	11,362.76
EFTPS	INV0049771	02/05/2016	SOCIAL SECURITY WIT	101.203.2030400	32,761.24
EFTPS	INV0049785	02/08/2016	MEDICARE WITHHOLD	101.203.2030500	16.34
EYEMED	JANUARY 2016	02/03/2016	JANUARY 2016	101.203.2032700	237.48
EYEMED	FEBRUARY 2016	02/10/2016	FEBRUARY 2016	101.203.2032700	237.48
FIRE ENGINEERING	2016 RENEWAL	02/10/2016	507831014	101.42.4200.423.50070	21.00
FIRE SAFETY USA	85959	02/03/2016	1/20/16	101.42.4200.423.40042	469.50
FIRE SAFETY USA	85438	12/31/2015	12/31/15	101.42.4200.423.60065	5,995.00
FLINT TRADING INC	192693	02/10/2016	21032	101.43.5200.443.60016	973.61
GALLS INC	004732178	02/03/2016	5291308	101.42.4000.421.60065	119.97
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0049750	02/05/2016	HSA ELECTION-FAMIL	101.203.2032500	2,304.74
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0049751	02/05/2016	HSA ELECTION-SINGL	101.203.2032500	2,792.21
GENESIS EMPLOYEE BENEFITS, INC	IN706807	12/31/2015	12/29/15	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN706809	12/31/2015	12/29/15	101.42.4000.421.30550	34.00
GENESIS EMPLOYEE BENEFITS, INC	IN706809	12/31/2015	12/29/15	101.45.3300.419.30550	6.00
GENESIS EMPLOYEE BENEFITS, INC	IN722694	02/10/2016	12	101.42.4000.421.30550	34.00
GENESIS EMPLOYEE BENEFITS, INC	IN722694	02/10/2016	12/31/15	101.45.3300.419.30550	6.00
GOODPOINTE TECHNOLOGY, INC.	3055REVISED	12/31/2015	2015 PCI	101.44.6000.451.40046	2,585.00
HOFFMAN, BARBARA & KEITH	1/25/16	02/03/2016	ESCROW RELEASE 71	101.45.3200.419.30420	(273.40)
ICMA RETIREMENT TRUST - 457	INV0049752	02/05/2016	ICMA-AGE <49 %	101.203.2031400	4,782.77
ICMA RETIREMENT TRUST - 457	INV0049753	02/05/2016	ICMA-AGE <49	101.203.2031400	4,552.30
ICMA RETIREMENT TRUST - 457	INV0049754	02/05/2016	ICMA-AGE 50+ %	101.203.2031400	1,497.38
ICMA RETIREMENT TRUST - 457	INV0049755	02/05/2016	ICMA-AGE 50+	101.203.2031400	4,824.36
ICMA RETIREMENT TRUST - 457	INV0049756	02/05/2016	ICMA (EMPLOYER SHA	101.203.2031400	76.62
ICMA RETIREMENT TRUST - 457	INV0049765	02/05/2016	ROTH IRA (AGE 49 & U	101.203.2032400	874.24
ICMA RETIREMENT TRUST - 457	INV0049766	02/05/2016	ROTH IRA (AGE 50 & O	101.203.2032400	100.00
ICMA RETIREMENT TRUST - 457	INV0049782	02/08/2016	ICMA-AGE <49 %	101.203.2031400	67.64
KEEPRS, INC	296318-01	02/10/2016	INVERG0009	101.42.4000.421.60045	299.34
LEAGUE, TERRI	JAN 2016	02/10/2016	CLEANING	101.42.4200.423.30700	850.00
KENSON OF MN CITIES	225602	02/03/2016	1/20/16	101.42.4000.421.50080	2,890.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Community	02/10/2016	Legal	101.45.3000.419.30420	120.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Council Me	02/10/2016	Legal	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Engineerin	02/10/2016	Legal	101.43.5100.442.30420	2,651.80
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Inspections	02/10/2016	Legal	101.45.3300.419.30420	144.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Mayor/CC	02/10/2016	Legal	101.41.1000.413.30420	4,602.58
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Parks	02/10/2016	Legal	101.44.6000.451.30420	2,138.80

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Planning	02/10/2016	Legal	101.45.3200.419.30420	3,569.65
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Police-Forf	02/10/2016	Legal	101.42.4000.421.30420	1,161.75
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Public Wor	02/10/2016	Legal	101.43.5000.441.30420	48.00
LEVANDER, GILLEN & MILLER P.A.	12/31/15 92000E	12/31/2015	92000E	101.42.4000.421.30410	12,634.64
LILLIE SUBURBAN NEWSPAPERS	12/31/15 001363	12/31/2015	001363	101.41.1100.413.50025	550.55
LILLIE SUBURBAN NEWSPAPERS	12/31/15 001363	12/31/2015	001363	101.41.1100.413.50025	19.25
LILLIE SUBURBAN NEWSPAPERS	12/31/15 001363	12/31/2015	001363	101.45.3000.419.50025	161.70
M & J SERVICES, LLC	1355	02/03/2016	1/13/16	101.43.5200.443.40046	450.00
M & J SERVICES, LLC	1356	02/03/2016	1/13/16	101.43.5200.443.40046	245.00
M & J SERVICES, LLC	1379	02/03/2016	1/15/16	101.43.5200.443.40046	290.00
M & J SERVICES, LLC	1380	02/03/2016	1/15/16	101.43.5200.443.40046	350.00
M & J SERVICES, LLC	1351	02/03/2016	1/5/16	101.43.5200.443.40046	1,680.00
M & J SERVICES, LLC	1352	02/03/2016	1/5/16	101.43.5200.443.40046	900.00
M & J SERVICES, LLC	1353	02/03/2016	1/8/16	101.43.5200.443.40046	1,575.00
M & J SERVICES, LLC	1354	02/03/2016	1/8/16	101.43.5200.443.40046	650.00
M & J SERVICES, LLC	1378	12/31/2015	12/28/15	101.43.5200.443.40046	2,580.00
M.C. CONTRACTING INC	2/1/16	02/10/2016	REFUND	101.45.0000.3221000	40.00
MARTIN-MCALLISTER	10185	12/31/2015	INV001	101.41.1100.413.30500	900.00
METROPOLITAN AREA MGMT ASSOC.	2089	02/03/2016	2016 DUES	101.41.1000.413.50070	45.00
METROPOLITAN COUNCIL ENVIRON SRVCS	JANUARY 2016	02/10/2016	JANUARY 2016	101.41.0000.3414000	(248.50)
MICHAEL J GAGLIANO	1/26/16	02/03/2016	GO/NO GO	101.42.4200.423.50080	2,000.00
MID STATE PLUMBING & HEATING, INC.	89377	12/31/2015	3/16/15	101.42.4200.423.40040	1,320.00
MID STATE PLUMBING & HEATING, INC.	89538	12/31/2015	12/30/15	101.42.4200.423.40040	384.00
MINNESOTA DEPARTMENT OF HUMAN SERVI	INV0049748	02/05/2016	JOEL JACKSON FEINT	101.203.2032100	428.80
MINNESOTA DEPARTMENT OF HUMAN SERVI	INV0049749	02/05/2016	JUSTIN PARRANTO FE	101.203.2032100	300.41
MN DEPT OF LABOR & INDUSTRY	ABR0132526I	02/03/2016	1/2/16	101.42.4200.423.30700	10.00
MN DEPT OF LABOR & INDUSTRY	JANUARY 2016	02/08/2016	JANUARY 2016 SURCH	101.207.2070100	927.59
MN DEPT OF LABOR & INDUSTRY	JANUARY 2016	02/08/2016	JANUARY 2016 SURCH	101.41.0000.3414000	(25.00)
MN DEPT OF REVENUE	INV0049769	02/05/2016	STATE WITHHOLDING	101.203.2030300	17,373.74
MN GLOVE & SAFETY, INC.	293219	02/10/2016	CTINVP	101.43.5200.443.60045	94.99
MN LIFE INSURANCE CO	FEB 2016	02/10/2016	0027324	101.203.2030900	3,149.04
MN LIFE INSURANCE CO	JAN 2016	02/10/2016	0027324	101.203.2030900	3,151.01
MN NCPERS LIFE INSURANCE	FEBRUARY 2016	02/10/2016	FEBRUARY 2016	101.203.2031600	384.00
MN NCPERS LIFE INSURANCE	JANUARY 2016	02/10/2016	JANUARY 2016	101.203.2031600	352.00
MOORE MEDICAL LLC	98946052 I	02/10/2016	21185816	101.42.4200.423.60065	453.26
MOORE MEDICAL LLC	82945663 I	02/10/2016	21185816	101.42.4200.423.60018	57.98
MORPHOTRUST USA, INC.	104238	12/31/2015	0000009184	101.42.4000.421.40042	233.00
NATURE CALLS, INC.	24458B	12/31/2015	NOVEMBER 2015	101.44.6000.451.40065	162.00
NATURE CALLS, INC.	24487B	12/31/2015	DECEMBER 2015	101.44.6000.451.40065	331.00
NFPA	6620318Y	02/03/2016	3167830	101.42.4200.423.50070	445.00
PERA	INV0049759	02/05/2016	PERA COORDINATED F	101.203.2030600	32,683.18
PERA	INV0049760	02/05/2016	EMPLOYER SHARE (E)	101.203.2030600	2,513.98
PERA	INV0049761	02/05/2016	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0049762	02/05/2016	EMPLOYER SHARE (PE	101.203.2030600	69.23
PERA	INV0049763	02/05/2016	PERA POLICE & FIRE F	101.203.2030600	14,171.76
PERA	INV0049764	02/05/2016	EMPLOYER SHARE (PC	101.203.2030600	21,257.64
PERA	INV0049783	02/08/2016	PERA POLICE & FIRE F	101.203.2030600	60.87
PERA	INV0049784	02/08/2016	EMPLOYER SHARE (PC	101.203.2030600	91.31
PERFORMANCE PLUS LLC	4203 LF	02/03/2016	1/11/16	101.42.4200.423.30700	75.00
PERFORMANCE PLUS LLC	4222 LF	02/03/2016	1/25/16	101.42.4200.423.30700	75.00
PINE BEND PAVING, INC.	15-880	12/31/2015	12/31/15	101.43.5200.443.60016	300.00
PRECISE MRM	IN200-1007542	02/10/2016	000208	101.43.5200.443.30700	77.37
SAND CREEK GROUP LTD	93857	02/03/2016	1/12/16	101.42.4200.423.30700	2,125.00
SCHLOMKA'S VAC TRUCK SERVICE, INC.	6536	02/10/2016	1/15/16	101.43.5200.443.40046	1,345.00
SENSIBLE LAND USE COALITION	2/24/16	02/03/2016	REGISTRATION	101.45.3000.419.50080	40.00
SENSIBLE LAND USE COALITION	2/24/16	02/03/2016	REGISTRATION	101.45.3200.419.50080	40.00
SHORT ELLIOTT HENDRICKSON, INC.	309761	12/31/2015	4340	101.43.5100.442.30300	780.28
SNI SOLUTIONS	135618	02/03/2016	1/6/16	101.43.5200.443.60016	2,100.00
STERLING CODIFIERS	17673	02/10/2016	IN0921	101.41.1100.413.50025	2,082.00
STREAMLINE DESIGN INC	36104	12/31/2015	12/15/15	101.42.4200.423.60045	720.00
TARGETSOLUTIONS LEARNING	INV00000011632	02/03/2016	TSINVER01	101.42.4200.423.30700	5,761.40
UNIFIRST CORPORATION	090 0286450	02/03/2016	1051948	101.43.5200.443.60045	26.99
UNIFIRST CORPORATION	090 0286450	02/03/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0287468	02/03/2016	1051948	101.43.5200.443.60045	26.99
UNIFIRST CORPORATION	090 0287468	02/03/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0288526	02/10/2016	1051948	101.43.5200.443.60045	22.59
UNIFIRST CORPORATION	090 0288526	02/10/2016	1051948	101.44.6000.451.60045	29.52
UNIFORMS UNLIMITED	15868-1	02/03/2016	491-1	101.42.4000.421.60045	510.79
UNIFORMS UNLIMITED	15869-1	02/03/2016	491-1	101.42.4000.421.60045	510.79
UNIFORMS UNLIMITED	15870-1	02/03/2016	491-1	101.42.4000.421.60045	89.99
UNIFORMS UNLIMITED	15969-1	02/03/2016	491-1	101.42.4000.421.60045	171.48

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	101.42.4000.421.50020	1,317.65
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	101.42.4200.423.50020	781.20
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	101.43.5000.441.50020	52.75
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	101.43.5100.442.50020	343.53
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	101.43.5200.443.50020	340.62
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	101.44.6000.451.50020	334.34
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	101.45.3000.419.50020	51.42
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	101.45.3300.419.50020	333.24
Fund: 101 - GENERAL FUND					352,066.75
ORANGE142, LLC	5612	02/03/2016	2016 CAMPAIGN	201.44.1600.465.50025	16,000.00
Fund: 201 - C.V.B. FUND					16,000.00
MINNESOTA COMMUNITY EDUCATION ASSOC	00004528	12/31/2015	12/31/15	204.44.6100.452.50030	45.00
TAHO SPORTSWEAR	15TF2508	12/31/2015	12/9/15	204.44.6100.452.60045	273.11
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	204.44.6100.452.50020	75.65
ZERO GRAVITY ENTERTAINMENT	1/29/16	02/03/2016	DADDY DAUGHTER DA	204.44.6100.452.30700	300.00
Fund: 204 - RECREATION FUND					693.76
ACE PAINT & HARDWARE	526153/5 B	12/31/2015	501126	205.44.6200.453.60016	24.95
BYRNE, LINDA	12/31/15	12/31/2015	MEMBERSHIP CREDIT	205.44.0000.3490100	60.00
COMMON SENSE BUILDING SERVICES, INC.	37662	02/03/2016	JANUARY 2016	205.44.6200.453.40040	7,288.05
DAKOTA GLASS & GLAZING INC	2016008	02/03/2016	1/6/16	205.44.6200.453.40040	740.00
DORNFELD, MARK	1/26/16 BOYS	02/03/2016	2016 3AA BOYS GAME	205.44.6200.453.30700	90.00
DORNFELD, MARK	1/26/16	02/03/2016	2016 3AA GIRLS GAME	205.44.6200.453.30700	135.00
GARTNER REFRIGERATION & MFG, INC	49991	12/31/2015	X3551	205.44.6200.453.40040	23,113.72
NAC MECHANICAL & ELECTRICAL SERVICE	122559	02/07/2016	8712-1	205.44.6200.453.40040	3,939.05
OLD WORLD PIZZA	12/30/15	12/31/2015	12/30/15	205.44.6200.453.76050	154.00
O'NEILL, ROBIN	12/31/15	12/31/2015	REIMBURSE-FITNESS	205.44.0000.3493501	34.00
PETTY CASH - TERI O'CONNOR	1/29/16	02/03/2016	HOCKEY SECTIONALS	205.100.1010400	2,000.00
SAFE-WAY BUS COMPANY	5212	12/31/2015	8/10/15	205.44.6200.453.70610	817.14
SWEENEY, BRIAN	1/26/16 BOYS	02/03/2016	2016 3AA BOYS GAME	205.44.6200.453.30700	90.00
SWEENEY, BRIAN	1/26/16	02/03/2016	2016 3AA GAMES	205.44.6200.453.30700	135.00
SWEENEY, LOGAN	1/26/16 BOYS	02/03/2016	2016 3AA BOYS GAME	205.44.6200.453.30700	90.00
SWEENEY, LOGAN	1/26/16	02/03/2016	2016 3AA GIRLS SECTI	205.44.6200.453.30700	135.00
TAHO SPORTSWEAR	15TF2602	02/10/2016	1/4/16	205.44.6200.453.60045	910.00
TOTAL CONSTRUCTION & EQUIP.	66663	02/08/2016	CIT001	205.44.6200.453.40040	148.20
VANCO SERVICES LLC	00007066353	12/31/2015	CP 97-111	205.44.6200.453.70600	165.25
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	205.44.6200.453.50020	24.29
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	205.44.6200.453.50020	24.25
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	205.44.6200.453.50020	(466.50)
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	205.44.6200.453.50020	87.60
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	205.44.6200.453.50020	87.60
Fund: 205 - COMMUNITY CENTER					39,826.60
DCA TITLE	2016 MEMBERSHIP	02/07/2016	MEMBERSHIP 2016	290.45.3000.419.50070	250.00
EDAM	2016 MEMBERSHIP	02/12/2016	THOMAS LINK	290.45.3000.419.50070	250.00
RIVER HEIGHTS CHAMBER OF COMMERCE	6643	12/31/2015	12/8/15	290.45.3000.419.50080	20.00
Fund: 290 - EDA					520.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Heritage P	02/10/2016	Legal	402.44.6000.451.30420	40.50
Fund: 402 - PARK ACQ. & DEV. FUND					40.50
METROPOLITAN COUNCIL ENVIRON SRVCS	JANUARY 2016	02/10/2016	JANUARY 2016	404.217.2170000	24,850.00
Fund: 404 - SEWER CONNECTION FUND					24,850.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 #0901 Rou	02/10/2016	Legal	429.72.5900.729.30420	566.00
Fund: 429 - 2009 IMPROVEMENT FUND					566.00
DAKOTA CTY FINANCIAL SVCS	00011593	12/31/2015	CP 14-27	433.73.5900.733.80300	8,384.82
DAKOTA CTY FINANCIAL SVCS	00011813	12/31/2015	CP 56-10	433.73.5900.733.80300	7,162.58
Fund: 433 - 2013 IMPROVEMENT FUND					15,547.40
DAKOTA CTY FINANCIAL SVCS	00019113	12/31/2015	CP 32-77	434.73.5900.734.80300	168,836.24
Fund: 434 - 2014 IMPROVEMENT FUND					168,836.24
CRIMEPOINT, INC.	1859	12/31/2015	12/31/15	435.42.4000.421.60040	6,800.00
DAKOTA CTY FINANCIAL SVCS	00018364	12/31/2015	CP 97-111	435.73.5900.735.30700	39,772.96
Fund: 435 - 2015 IMPROVEMENT FUND					46,572.96

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 #1609D-Im	02/10/2016	Legal	440.74.5900.740.30420	2,202.75
Fund: 440 - PAVEMENT MANAGEMENT PROJ					2,202.75
EMMONS & OLIVIER RESOURCES	00095-0049-4	12/31/2015	00095-0049	441.74.5900.741.30300	856.25
LEAGUE OF MN CITIES	230072	02/10/2016	1/1/16	441.74.5900.741.50070	1,240.00
Fund: 441 - STORM WATER MANAGEMENT					2,096.25
KIMLEY-HORN & ASSOCIATES, INC.	7403439	12/31/2015	16059026.3	446.74.5900.746.30300	28,290.05
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 #1411-Imp	02/10/2016	Legal	446.74.5900.746.30420	17.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 #1512-Imp	02/10/2016	Legal	446.74.5900.746.30420	3,119.50
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 #1513-Imp	02/10/2016	Legal	446.74.5900.746.30420	12,843.55
VALLEY-RICH CO, INC	22374	12/31/2015	C15070	446.74.5900.746.80900	25,125.52
Fund: 446 - NW AREA					69,395.62
TOURVILLE, GEORGE	1/25/16	02/10/2016	REIMBURSE-PIZZA	451.44.6000.451.60009	164.55
Fund: 451 - HOST COMMUNITY FUND					164.55
JR'S APPLIANCE DISPOSAL	87694	12/31/2015	10/26/15	454.43.5500.446.40025	2,516.15
Fund: 454 - LANDFILL ABATEMENT					2,516.15
CITY OF BLOOMINGTON	1/1/16-1/31/16	02/10/2016	1/31/16	501.50.7100.512.30700	430.50
DIVERSE MACHINE WORKS	21361	02/10/2016	1/11/16	501.50.7100.512.40043	428.50
GOPHER STATE ONE-CALL	6000455	02/10/2016	MN00435	501.50.7100.512.30700	100.00
GRAYBAR	982989555	02/10/2016	0000101705	501.50.7100.512.60016	17.38
MN DNR - OMB	1980-6052 2016	02/03/2016	WATER PERMIT 1980-6	501.50.7100.512.30700	11,813.06
MN PIPE & EQUIPMENT	0350681	02/10/2016	2195	501.50.7100.512.40043	2,398.21
MN PIPE & EQUIPMENT	0350978	02/10/2016	2195	501.50.7100.512.60016	168.81
SHANK CONSTRUCTORS, INC.	3213	02/10/2016	3213	501.50.7100.512.40040	641.25
SUSA	2016 MEMBERSHIP	02/03/2016	DANIEL HELLING	501.50.7100.512.50070	125.00
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	501.50.7100.512.50020	389.75
Fund: 501 - WATER UTILITY FUND					16,512.46
DAKOTA CTY TREASURER	JANUARY 2016	02/10/2016	JANUARY 2016	502.207.2070100	86.00
METROPOLITAN COUNCIL ENVIRON SRVCS	0001051046	02/10/2016	5084	502.51.7200.514.40015	145,904.71
METROPOLITAN COUNCIL ENVIRON SRVCS	0001051817	02/10/2016	1/4/16	502.51.7200.514.40015	145,904.71
MN POLLUTION CONTROL AGENCY	2016 WASTEWATER TI	02/12/2016	4 REGISTRATIONS	502.51.7200.514.50080	1,200.00
MN POLLUTION CONTROL AGENCY	3/3/16 EXAM	02/12/2016	AMY BERGLUND	502.51.7200.514.50080	110.00
Fund: 502 - SEWER UTILITY FUND					293,205.42
DEX MEDIA EAST	1/20/16 110360619	02/10/2016	110360619	503.52.8500.526.50025	47.50
MID STATE PLUMBING & HEATING, INC.	89537	12/31/2015	12/31/15	503.52.8300.524.40042	2,263.00
MN LIFE INSURANCE CO	JAN 2016	02/10/2016	0027324	503.52.8000.521.20620	(10.33)
MTI DISTRIBUTING CO	1047314-00	02/03/2016	402307	503.52.8600.527.60008	233.00
NATURE CALLS, INC.	12/31/15B	12/31/2015	FINANCE CHARGE	503.52.8600.527.40065	5.25
NATURE CALLS, INC.	24225B	12/31/2015	JULY 2015	503.52.8600.527.40065	115.70
SOUTH BAY DESIGN	012816	02/10/2016	INVERWOOD	503.52.8500.526.50025	315.00
TDS METROCOM	1/13/16 651 457 3667	02/03/2016	651 457 3667	503.52.8500.526.50020	258.21
TITLEIST	901776389B	12/31/2015	12/16/15	503.52.8200.523.76200	62.08
US FOODSERVICE	4855394	02/03/2016	03805983	503.52.8300.524.40042	1,648.15
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	503.52.8500.526.50020	218.02
Fund: 503 - INVER WOOD GOLF COURSE					5,155.58
LEAGUE OF MN CITIES INS TRUST	31245	12/31/2015	06066	602.00.2100.415.50009	2,678.00
LEAGUE OF MN CITIES INSURANCE TRUST	31383	02/10/2016	1/31/16	602.00.2100.415.50009	102,350.50
Fund: 602 - RISK MANAGEMENT					105,028.50
ABM EQUIPMENT & SUPPLY	0146045-IN	02/03/2016	0127762	603.00.5300.444.40041	716.82
ARROW MOWER, INC.	38807	02/03/2016	GROVEINE	603.00.5300.444.60012	17.39
BOYER TRUCKS - PARTS DISTRIBUTION	1025243	02/03/2016	C20390	603.00.5300.444.40041	67.82
BOYER TRUCKS - PARTS DISTRIBUTION	1025452	02/03/2016	C20390	603.00.5300.444.40041	959.17
BOYER TRUCKS - PARTS DISTRIBUTION	1025670	02/03/2016	C20390	603.00.5300.444.40041	17.90
COMMON SENSE BUILDING SERVICES, INC.	37662	02/03/2016	JANUARY 2016	603.00.5300.444.40040	298.00
ELECTRIC FIRE & SECURITY	7838	12/31/2015	CIT800	603.00.5300.444.40040	298.00
ELROY'S ELECTRIC SERVICE	4750	02/10/2016	1/22/16	603.00.5300.444.40040	54.50
FACTORY MOTOR PARTS COMPANY	1-4901675	02/03/2016	10799	603.140.1450050	242.40
GOPHER BEARING	6944202	02/10/2016	0782358	603.00.5300.444.40040	70.08
HANCO CORPORATION	805346	02/03/2016	332660	603.00.5300.444.40041	13.64
HOSE / CONVEYORS INC	00058132	02/03/2016	CIT300	603.00.5300.444.40041	30.29
INVER GROVE FORD	5199056	02/03/2016	1/13/16	603.00.5300.444.40041	277.50
INVER GROVE FORD	5199367	02/03/2016	1/16/16	603.00.5300.444.40040	136.52
INVER GROVE FORD	5199583	02/03/2016	1/19/16	603.00.5300.444.40041	(30.00)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KIMBALL MIDWEST	4651880	02/03/2016	222006	603.00.5300.444.60012	104.90
KIMBALL MIDWEST	4646994	02/03/2016	222006	603.140.1450050	399.50
LARSON COMPANIES	B-260260209	02/10/2016	14649	603.00.5300.444.40041	6.97
MANSFIELD OIL COMPANY	93969	02/03/2016	23866-01-93969	603.140.1450060	5,996.47
MANSFIELD OIL COMPANY	93975	02/03/2016	23866-01-93975	603.140.1450060	684.93
METRO JANITORIAL SUPPLY INC	11013853	02/03/2016	1/21/16	603.00.5300.444.60011	437.65
MID CITY SERIVCES, INC.	36826	02/10/2016	1/22/16	603.00.5300.444.40065	42.75
MID CITY SERIVCES, INC.	36246	02/03/2016	1/8/16	603.00.5300.444.40065	42.75
MINNESOTA EQUIPMENT	P92533	12/31/2015	INVER001	603.00.5300.444.40041	74.49
MN GLOVE & SAFETY, INC.	292951	02/03/2016	CTINVP	603.00.5300.444.60040	29.70
MN GLOVE & SAFETY, INC.	293219	02/10/2016	CTINVP	603.00.5300.444.60065	342.75
O' REILLY AUTO PARTS	1767-186830	02/10/2016	1578028	603.00.5300.444.40040	141.99
O' REILLY AUTO PARTS	1767-187654	02/10/2016	1578028	603.00.5300.444.40040	115.27
O' REILLY AUTO PARTS	1767-187655	02/10/2016	1578028	603.00.5300.444.40041	115.27
O' REILLY AUTO PARTS	1767-187698	02/10/2016	1578028	603.00.5300.444.40041	(141.99)
O' REILLY AUTO PARTS	1767-187732	02/10/2016	1578028	603.00.5300.444.40041	(50.00)
O' REILLY AUTO PARTS	1767-188140	02/10/2016	1578028	603.00.5300.444.40041	35.97
O' REILLY AUTO PARTS	1767-189137	02/10/2016	1578028	603.00.5300.444.40041	89.58
O' REILLY AUTO PARTS	1767-188297	02/10/2016	1578028	603.00.5300.444.40041	17.66
O' REILLY AUTO PARTS	1767-188303	02/10/2016	1578028	603.00.5300.444.40041	35.99
O' REILLY AUTO PARTS	1767-186827	02/10/2016	1578028	603.00.5300.444.40040	(189.99)
O' REILLY AUTO PARTS	1767-187669	02/10/2016	1578028	603.00.5300.444.40041	(36.00)
OXYGEN SERVICE COMPANY, INC	07946322	02/03/2016	04393	603.00.5300.444.60040	383.54
POMP'S TIRE SERVICE, INC.	980025218	02/10/2016	4502557	603.00.5300.444.40041	196.00
POMP'S TIRE SERVICE, INC.	980024697	02/03/2016	4511146	603.00.5300.444.40041	95.00
POMP'S TIRE SERVICE, INC.	980024773	02/03/2016	4502557	603.00.5300.444.60014	867.50
POMP'S TIRE SERVICE, INC.	980024344	12/31/2015	4502557	603.140.1450050	1,006.56
SCHLOMKA SERVICES LLC	18184	02/03/2016	1/15/16	603.00.5300.444.40040	205.00
SCHLOMKA'S VAC TRUCK SERVICE, INC.	6543	02/03/2016	1/15/16	603.00.5300.444.40040	1,785.00
SEMA EQUIPMENT INC.	861162	02/03/2016	4504309	603.00.5300.444.40041	248.88
SEMA EQUIPMENT INC.	861788	02/03/2016	4504309	603.00.5300.444.40041	180.23
TOTAL CONSTRUCTION & EQUIP.	66618	02/03/2016	CIT001	603.00.5300.444.40040	1,569.48
UNIFIRST CORPORATION	090 0286450	02/03/2016	1051948	603.00.5300.444.40065	126.13
UNIFIRST CORPORATION	090 0286450	02/03/2016	1051948	603.00.5300.444.60045	31.14
UNIFIRST CORPORATION	090 0287468	02/03/2016	1051948	603.00.5300.444.40065	126.13
UNIFIRST CORPORATION	090 0287468	02/03/2016	1051948	603.00.5300.444.60045	31.14
UNIFIRST CORPORATION	090 0288526	02/10/2016	1051948	603.00.5300.444.40065	126.13
UNIFIRST CORPORATION	090 0288526	02/10/2016	1051948	603.00.5300.444.60045	31.14
UPS	000027914A026	02/03/2016	27914A	603.00.5300.444.70600	9.45
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	603.00.5300.444.50020	105.12
WESTERN PETROLEUM COMPANY	97364318-41801	02/03/2016	112741	603.00.5300.444.40041	127.05

Fund: 603 - CENTRAL EQUIPMENT

18,717.26

COORDINATED BUSINESS SYSTEMS	ARCM009636	02/03/2016	4502512	604.00.2200.416.40050	(718.94)
COORDINATED BUSINESS SYSTEMS	CNIN200838	02/03/2016	4502512	604.00.2200.416.40050	1,784.40
US BANCORP EQUIPMENT FINANCE, INC.	295033302	12/31/2015	923425	604.00.2200.416.40050	3,343.44

Fund: 604 - CENTRAL STORES

4,408.90

COMMON SENSE BUILDING SERVICES, INC.	37662	02/03/2016	JANUARY 2016	605.00.7500.460.40040	3,746.11
NEOPOST USA INC	14790810	02/10/2016	6970	605.00.7500.460.50035	312.00
TRICOM COMMUNICATIONS	12768	02/03/2016	1/19/16	605.00.7500.460.40040	655.00
TRICOM COMMUNICATIONS	12772	12/31/2015	11/3/15	605.00.7500.460.40040	1,665.00
US POSTMASTER	2/3/16 POSTAGE DUE	02/03/2016	PERMIT #PD 95009-00C	605.00.7500.460.50035	100.00

Fund: 605 - CITY FACILITIES

6,478.11

CARTE GRAPH SYSTEMS	SIN000853	12/31/2015	11/23/15	606.00.1400.413.30700	11,542.00
CARTE GRAPH SYSTEMS	SIN000859	12/31/2015	12/1/15	606.00.1400.413.30700	16,500.00
INTEGRA TELECOM	13594072	02/03/2016	645862	606.00.1400.413.50020	1,000.01
PRO HEADSETS, LLC.	100352	02/03/2016	C1521	606.00.1400.413.60065	331.02
VERIZON WIRELESS	9759401347	02/10/2016	Telephone	606.00.1400.413.50020	51.42

Fund: 606 - TECHNOLOGY FUND

29,424.45

BIAGINI PROPERTIES	1/25/16	02/03/2016	ESCRIW RELEASE 103	702.229.2287101	731.80
HOFFMAN, BARBARA & KEITH	1/25/16	02/03/2016	ESCROW RELEASE 711	702.229.2291101	1,132.87
I LUV COFFEE MINNESOTA!	12/12/15	12/31/2015	84 COCOA DRINKS	702.229.2307200	252.00
JOY ALAN ADVISING 01/10	1/25/16	02/03/2016	ESCROW RELEASE 751	702.229.2294402	149.44
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Blackstone	02/10/2016	Legal	702.229.2289802	809.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Blackstone	02/10/2016	Legal	702.229.2282902	1,009.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Blaine Brot	02/10/2016	Legal	702.229.2286501	288.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Fofeiture-E	02/10/2016	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Forfeiture-F	02/10/2016	Legal	702.229.2291000	16.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Forfeiture-F	02/10/2016	Legal	702.229.2291000	32.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Forfeiture-1	02/10/2016	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Forfeiture-1	02/10/2016	Legal	702.229.2291000	100.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Forfeiture-1	02/10/2016	Legal	702.229.2291000	843.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Luther Niss	02/10/2016	Legal	702.229.2282402	380.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Mihm Deve	02/10/2016	Legal	702.229.2296002	165.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Police-Forf	02/10/2016	Legal	702.229.2291000	637.80
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Salem Hills	02/10/2016	Legal	702.229.2304801	110.40
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Simley High	02/10/2016	Legal	702.229.2303801	915.00
LEVANDER, GILLEN & MILLER P.A.	81000E 1/16 Simley High	02/10/2016	Legal	702.229.2307001	381.00
LILLIE SUBURBAN NEWSPAPERS	12/31/15 001363	12/31/2015	001363	702.229.2288802	38.50
MIHM CUSTOM HOMES, INC.	1/25/16	02/03/2016	ESCROW RELEASE 15	702.229.2301201	(3,169.20)
MIHM CUSTOM HOMES, INC.	1/25/16	02/03/2016	ESCROW RELEASE 15	702.229.2301301	11,584.60
OAK MEADOWS LANDSCAPE DESIGN, INC.	1/25/16	02/03/2016	ESCROW RELEASE 86	702.229.2293802	1,219.51
Fund: 702 - ESCROW FUND					17,649.72
Grand Total					1,238,475.93

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Therapeutic Massage Business and Individual Massage Therapist

Meeting Date: February 22, 2016
Item Type: Consent
Contact: 651-450-2513
Prepared by: Michelle Tesser
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 an application by Monica Bemus for a therapeutic massage business and individual massage therapist license at the new premise of Essential Therapeutic Bodywork, 5778 Blackshire Path, Suite 200.

SUMMARY:

An application has been submitted by Ms. Bemus for a therapeutic massage business and individual therapeutic massage license. The applicant has worked as a massage practitioner for the past several years for another local establishment. Her intent is to open and operate her own therapeutic massage business, Essential Therapeutic Bodywork, at 5778 Blackshire Path, Suite 200. Ms. Bemus submitted the appropriate fees and insurance documentation as required by City Code. She completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized professional therapeutic massage organization. A background investigation on the applicant revealed no basis for the denial of the request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Temporary Liquor License – Inver Hills Community College Foundation

Meeting Date: February 22, 2016
Item Type: Consent
Contact: 651-450-2513
Prepared by: Michelle Tesser
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 the request from Inver Hills Community College Foundation for a temporary liquor license on April 21, 2016.

SUMMARY:

Gail Morrison, Executive Director at Inver Hills Community College, is requesting approval of a temporary liquor license to serve a cash bar at a fundraiser to be held at the college on April 21, 2016 for the Inver Hills Foundation. Lancer Hospitality has been contracted to cater the event and is licensed with the State of Minnesota for the sale of intoxicating liquor and also carries liquor liability insurance to serve alcoholic beverages. A certificate of liability insurance from Lancer Hospitality was provided with the temporary license request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of 2016-17 VMCC Ice Rates

Meeting Date: February 22, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Consider 2016-17 Ice Rates for the VMCC.

SUMMARY

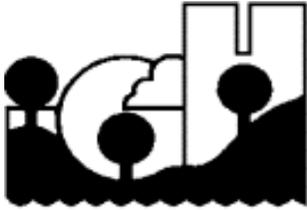
The Council is asked to establish ice rates each year as outlined in Section 3.1.1 of the lease agreement between the City of Inver Grove Heights and Independent School District 199 for the Armory and for the Inver Gove Heights Veteran’s Memorial Community Center (VMCC). Doing so will allow the City to charge ISD 199 for ice Time used by the boys and girls high school hockey program and physical education classes outlined in the lease

The City and School District entered into a lease for the use of the VMCC in May of 1995. The lease requires the School District to pay the City a sum of \$100,000 annually for the construction of the VMCC over a 20-year period resulting in a contribution of \$2,000,000. Additionally, the lease outlines the City can charge the School District for ice time used by the District for athletics and physical education classes.

The lease also stipules that the Community Center Advisory Committee (CCAC) consisting of the City Administrator, Finance Director, Park and Recreation Director, School District Business Manager, and Activities Director meet to discuss operational issues at the CCAC. The CCAC is charged with establishing the market rate ice time at the VMCC by using a prescribed list of area arenas to establish an “average” ice rate.

The proposed ice rate for 2016-17 is recommended to increase by \$5/hour to \$210/hour. Our ice rate history is as follows:

2007-08	\$175
2008-09	\$185
2009-10	\$190
2010-11	\$190
2011-12	\$190
2012-13	\$200
2013-14	\$200
2014-15	\$205
2015-16	\$205
2016-17	\$210 (proposed)



City of Inver Grove Heights
Veteran's Memorial Community Center

2016-2017
Ice Rate Study

Arena	2015-2016 Prime	2015-2016 Non- Prime	2016-2017 Proposed Prime	2016-2017 Proposed Non- Prime
Cottage Grove	\$205	\$135	\$205	\$135
Eagan	\$205	\$140	\$210	\$145
Lakeville	\$225	n/a	\$225	n/a
Rosemount	\$195	\$125	\$205	\$125
South St Paul	\$205	\$160	\$205	\$155
West St Paul	\$196	n/a	\$199	
Edina	\$210	\$165	\$220	\$170
Burnsville	\$220	\$195	\$220	\$195
Minnetonka	\$200	n/a	\$200	n/a
Parade (Minneapolis)			\$190	
Average	\$207	\$153	\$208	\$154
Maximum Market Rate 5% greater than average	\$217	\$161	\$218	\$162
Current VMCC Rate	\$205	\$145		
Proposed VMCC Rate			\$210	\$145

Notes:

- Lease allows rate to be below market, at market, but no more than 5% above market.
- Provides users of 675 or more hours of ice between October 1st and March 10th a \$10 per hour discount.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Rich Valley Potable Water Well

Meeting Date: February 22, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Joe Hawkins/Brian Swoboda

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

PURPOSE/ACTION REQUESTED

The Council is asked to approved hiring Keys Well Drilling in an amount of \$69,715 and establish a project budget not to exceed \$80,000 to drill a new 4” well at Rich Valley Park that will serve the parks potable water needs. The project will be funded by the Parks Capital Replacement Fund (Fund 444).

SUMMARY

Rich Valley Park serves the City of Inver Grove Heights as our premier athletic complex. Over the course of the spring/summer/fall thousands of people enjoy the park for baseball, softball, soccer, and general park activity. The park is not served by City water and sewer but instead has three wells and two septic system(s). For a number of years an 8” well has served the potable water needs of the facility. Over last few years, this 8” well has created a number of issues related to water quality for our customers.

Park staff along with Utility staff investigated our options and is recommending installation of a new 4” well that would be approximately 425’ deep and should provide a better water source for park users. We received two quotes as follows:

Keys Well Drilling Company	\$69,715
Bergerson Caswell Inc.	\$82,550

Staff is recommending we hire Keys Well Drilling to complete the project. Not included in the quotes is site restoration which will be addressed by staff and a paving contractor. The project would be funded by the Parks Capital Replacement Fund (Fund 444). The Park and Recreation Commission reviewed this item at their February 10, 2016 meeting and is recommending approval.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Portable Toilet Contract

Meeting Date: February 22, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Joe Hawkins/Brian Swoboda

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 a 3-year contract with Nature Calls which will be effective April 1, 2016 – March 31, 2019. Pricing is listed below.

SUMMARY

Staff received pricing for portable toilets for a three-year period which will be effective April 1, 2016 – March 31, 2019. Quotes are as follows:

	Nature Calls	Biffs
Standard Unit/month	\$58	\$62.50
Handicap Unit/month	\$169	\$160
Twice weekly service/unit/month	\$45	\$58.50

Annually we spend approximately \$13,000 on portable toilet service for our Parks and Recreation system. The Park and Recreation Commission reviewed this item at their February 10, 2016 meeting and is recommending approval.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement 2015

Meeting Date: February 22, 2016
 Item Type: Consent Agenda
 Contact: Nicole Cook, Code Compliance Specialist, 450-2491
 Prepared by: Nicole Cook, Code Compliance Specialist, 450-2491
 Reviewed by: Thomas J. Link, Community Development Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider:

- 1) A Resolution Declaring Costs to be Assessed and Ordering the Preparation of the Proposed Assessments for 2015 Nuisance Abatement
- 2) A Resolution Calling for a Hearing on Proposed Special Assessments

BACKGROUND

Costs to be assessed pertain to the City having to cut grass and remove garbage and refuse in order to abate a nuisance. City Code stipulates the grass height cannot exceed 8 inches in height. The property owners have been given the opportunity to submit payment for the work but have not done so.

When a complaint is received, an inspection is performed and the property owner is contacted and given seven (7) days in which to cut their grass. If the work is not done by the property owner, the City will cut the grass and assess the property.

Refuse that is considered a hazardous or public nuisance must also be removed within seven (7) days or the items will be removed and the cost assessed to the property.

There is a total of \$4,268.40 in assessments for 2015.

Staff recommends adopting the attached:

- 1) Resolution Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments
- 2) A Resolution Calling for a Hearing on Proposed Special Assessments

Enc: Resolutions (2)

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

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING
PREPARATION
OF PROPOSED ASSESSMENTS**

**CITY PROJECT NUISANCE ABATEMENT 2015
RESOLUTION NO. _____**

WHEREAS, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2015 Nuisance Abatement

WHEREAS, the total final project cost is \$4,268.40

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

1. The amount to be specially assessed for City Project Nuisance Abatement 2015 is hereby declared to be \$4,268.40
2. The City Clerk, with the assistance of the Community Development Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd day of February of 2016.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION CALLING FOR HEARING ON SPECIAL ASSESSMENTS

CITY PROJECT NUISANCE ABATEMENT 2015

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on February 22, 2016, the City Clerk was directed to prepare proposed assessments of the costs of abatement as follows:

2015 Abatements

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's office for public inspection.

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

1. A hearing shall be held on March 28, 2016 in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m. to consider upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd day of February, 2016.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Independent Contractor Agreement for Recording Meeting Minutes

Meeting Date: February 22, 2016
Item Type: Consent
Contact: 651.450.2513
Prepared by: Michelle Tesser
Reviewed by: N/A

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:

Consider resolution approving an Independent Contractor Agreement for Recording Meeting Minutes.

SUMMARY:

Staff seeks assistance in recording meeting minutes for monthly work sessions. Nancy Bauer's services will be limited to recording meeting minutes. Ms. Bauer was interviewed by the Administration Department. She has over 25 years of city government experience. The contract and resolution were written by City Attorney, Tim Kuntz.

INDEPENDENT CONTRACTOR AGREEMENT
RELATING TO RECORDING MEETING MINUTES SERVICES
FOR THE CITY OF INVER GROVE HEIGHTS

THIS INDEPENDENT CONTRACTOR AGREEMENT RELATING TO RECORDING MEETING MINUTES SERVICES FOR THE CITY OF INVER GROVE HEIGHTS (“Agreement”) is made this 22nd day of February, 2016 by and between Nancy Bauer, an individual (“Bauer”) and the City of Inver Grove Heights, a Minnesota municipal corporation (“City”). Subject to the conditions and terms of this Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

Recital No. 1. The City is a statutory city operating under Optional Plan A form of government pursuant to Chapter 412 of Minnesota Statutes. Under Minnesota law, the City Council has the authority to enter into service contracts on behalf of the City.

Recital No. 2. The City finds that Nancy Bauer, an individual, has the requisite qualifications, skills, background, and experience to perform the Recording Meeting Minutes Services identified herein for the City.

Recital No. 3. By this Agreement, the City retains Nancy Bauer as an independent contractor to perform the Recording Meeting Minutes Services for the City.

ARTICLE 2
DEFINITIONS

2.1 Terms. The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below.

2.2 City. "City" shall mean the City of Inver Grove Heights, a Minnesota municipal corporation.

2.3 Bauer. "Bauer" shall mean Nancy Bauer, an individual.

2.4 Recording Meeting Minutes Services. "Recording Meeting Minutes Services" shall mean typing and summarizing minutes for the City Council Work Session meetings. The City Council meets on the first Monday of the month. Recording minutes will be as assigned by the City. Bauer shall examine prior meeting minutes as to what is an expected format of City meeting minutes.

ARTICLE 3
RECORDING MEETING MINUTES SERVICES

3.1 Use Of Recording Meeting Minutes Services. City does hereby retain Bauer, as an independent contractor, to perform Recording Meeting Minutes Services for the City.

3.2 Performance Of Recording Meeting Minutes Services. Bauer, as an independent contractor, does hereby agree to provide Recording Meeting Minutes Services for the City.

3.3 Manner Of Performance. Bauer shall be available to perform Recording Meeting Minutes Services as the need for the same arises.

Bauer shall devote whatever time is needed to perform the Recording Meeting Minutes Services herein. Bauer is responsible for setting her own work schedule and hours such that the Recording Meeting Minutes Services are performed in a timely and diligent manner. Bauer shall be solely responsible for the manner in which the results are obtained.

Bauer shall furnish her own computer hardware and software, office equipment, supplies and materials necessary to perform the Recording Meeting Minutes Services.

3.4 Compensation For Recording Meeting Minutes Services. The fee for the performance of Recording Meeting Minutes Services is \$25.00 per hour. The City shall directly compensate Bauer for her performance of the Recording Meeting Minutes Services. Bauer shall be paid by check within 30 days after performing the Recording Meeting Minutes Services. The check shall be mailed directly to Bauer at the address provided by Bauer.

Bauer shall not change the \$25.00 per hour fee amount without first obtaining City approval.

3.5 Assignability. Bauer shall not assign the duties associated with the performance of the Recording Meeting Minutes Services herein without first obtaining written approval from the City.

3.6 Reimbursement for Expenses. As an Independent Contract, Bauer shall not receive reimbursement for mileage, meals, travel costs, or other business expenses. Bauer shall be solely responsible for furnishing her own office space, equipment, materials and supplies necessary to perform the Recording Meeting Minutes Services herein.

3.7 Status of Independent Contractor. Nothing contained in this Agreement shall be deemed to create an employer-employee relationship between the City and Bauer. At all times, Bauer shall act as an independent contractor and shall exercise independent supervision and control over the means and manner by which she performs the Recording Meeting Minutes Services.

Bauer shall be responsible for the performance and completion of the Recording Meeting Minutes Services, and shall be solely responsible for the setting of the work hours and schedules necessary to complete the Recording Meeting Minutes Services set forth herein.

The City recognizes that Bauer may be engaged in an independent business and may make her services available to the general public on a regular and consistent basis. Accordingly, this Agreement sets no restrictions on Bauer's work with other municipalities, governmental units, persons, or entities so long as no conflict of interest exists.

As an independent contractor, Bauer shall not receive any pension or fringe benefits, including but not limited to Public Employee's Retirement Association (PERA) contributions, vacation or sick leave, disability, health, medical or dental insurance, holiday pay, or other benefits.

The City does not provide equipment, supplies or materials for Bauer. Bauer shall be solely responsible for providing the equipment, supplies and materials necessary to perform the Recording Meeting Minutes Services.

The City shall provide to Bauer an IRS Form 1099 with respect to the consideration paid to Bauer by the City for the Recording Meeting Minutes Services. Bauer, not the City, is obligated to pay all state and federal taxes on the amounts she receives from the City.

Nothing contained in this Agreement shall be deemed to create a joint venture or partnership or joint enterprise between Bauer and the City.

3.8 Termination. Either party may terminate this Agreement with or without cause upon fourteen (14) days prior written notice to the other party at the following addresses:

If to City: City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55076

If to Bauer: Nancy Bauer

ARTICLE 4
INDEMNIFICATION

4.1 Indemnification. Except for any Claims, as hereinafter defined, that arise out of, result from or relate to the negligence or willful misconduct of Bauer, the City agrees to indemnify, defend and hold Bauer 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 ("Claims"), that Bauer incurs or suffers, after the date hereof, which arise out of, result from or relate to any claim against Bauer with respect to the Council minutes resulting from her performance of the Recording Meeting Minutes Services.

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 Bauer, her successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

ARTICLE 5 **MISCELLANEOUS**

5.1 Assignment. No party may assign this Agreement without the advance written consent of the other party.

5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any action arising out of this Agreement shall be venued in Dakota County, Minnesota.

5.3 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.

5.4 Headings. The subject headings of the paragraphs and subparagraphs and sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of their provisions.

5.5 Acknowledgement of Reasonableness. The parties agree that the provisions in this Agreement are fair and reasonable.

5.6 Entire Agreement. The text herein shall constitute the entire agreement between the parties hereto and shall supersede all prior oral or written agreements.

5.7 Binding Effect. This Agreement shall be binding upon the parties.

5.8 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other or subsequent breach whether like or different in nature.

5.9 Severability. If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

Nancy Bauer, an individual

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
FOR RECORDING MEETING MINUTES WITH NANCY BAUER**

WHEREAS, the City seeks the performance of recording meeting minutes services; and

WHEREAS, Nancy Bauer, an individual, performs the service of recording meeting minutes;

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

- 1.) The attached Independent Contractor Agreement is hereby approved.
- 2.) The attached Independent Contractor Agreement shall become effective upon execution.
- 3.) The Mayor and City Clerk are authorized to execute the attached Independent Contractor Agreement.

Passed by this City Council this 22nd day of February, 2016.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Phase II Environmental Site Assessment for Bill and Kathy McPhillips Properties

Meeting Date: February 17, 2016
 Item Type: Consent Agenda
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Comm. Dev.
 Reviewed by: NA



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider approving the proposal from Landmark Environmental Inc. to conduct a Phase II Environmental Site Assessment for the properties owned by Bill and Kathy McPhillips.

BACKGROUND

As the City Council is aware, Bill and Kathy McPhillips have expressed an interest in possibly selling their property to the City. The properties lie along Dixie Avenue and Dickman Trail. The properties are located within one of the 'catalyst' redevelopment sites identified in the Concord Boulevard Neighborhood Study.

The City is in the process of performing due diligence activities. The City had Integra Realty Resources perform an appraisal on the property and, more recently, Landmark Environmental Inc. completed a Phase I Environmental Site Assessment.

ANALYSIS

The Phase I report identified potential soil and groundwater contamination based on "historical and current property uses as a contractors shop and storage/selvage yard involving the use and storage of petroleum compounds and hazardous wastes." In addition, there is "no analytical data for soil stockpiles imported on site." The Phase II proposal would evaluate whether the uses and stockpiles have caused environmental contamination. If such a contamination exists, the Phase II would identify the location, extent, and scope of that contamination. The scope of work would include drilling ten soil borings, collecting soil samples from the stockpiles, and conducting laboratory analysis of the borings and samples. The proposal does not plan to sample groundwater, unless it is encountered above bedrock, in which case five groundwater samples would be taken and analyzed. Four vapor samples will also be taken for laboratory analysis. The cost of the analysis is \$11,560.

The Phase I Environmental Site Assessment report and the proposal for the Phase II Environmental Site Assessment have been provided to Bill and Kathy McPhillips and they have agreed to the City proceeding with the Phase II study. They would also have to sign access agreements, as prepared by City Attorney Tim Kuntz.

RECOMMENDATION

Staff recommends approval of the proposal from Landmark Environmental Inc. to conduct a Phase II Environmental Site Assessment for properties owned by Bill and Kathy McPhillips, subject to the preparation and execution of the access agreements.

Enc: Landmark Environmental Inc. Phase II Proposal

cc: Bill and Kathy McPhillips

February 3, 2016

Sent via email

Mr. Thomas J. Link
Director of Community Development
City of Inver Grove Heights
8150 Barbra Avenue
Inver Grove Heights, Minnesota 55077

**Re: Proposal for Conducting a Phase II Investigation
Seven McPhillips-Owned Parcels, Inver Grove Heights, MN**

Dear Mr. Link:

Landmark Environmental, LLC (Landmark) appreciates the opportunity to provide environmental assistance to the City of Inver Grove Heights (Client), consisting of a Phase II Environmental Investigation (Investigation) for the above-referenced property (Property), which consists of the following seven tax parcels, totaling 4.55 acres:

- 20.00200.56.070 – 6971 Dickman Trail
- 20.17750.06.071 – 6940 Dixie Avenue
- 20.17750.06.090 – 6950 Dixie Avenue
- 20.00200.57.093
- 20.39900.00.210
- 20.39900.00.250
- 20.39900.00.170

Background

The current owner is interested in selling the Property to the City of Inver Grove Heights Economic Development Authority (EDA) and that the EDA may be interested in acquiring the Property for redevelopment purposes. The proposed scope of the Investigation is based on information included in the Phase I Environmental Site Assessment (ESA) Report for the Property, prepared by Landmark for the Client and dated November 2015, and Minnesota Pollution Control Agency (MPCA) Guidance Document #8. Based upon the records review, Property reconnaissance, and interviews documented in the Phase I ESA, the following Recognized Environmental Conditions (RECs) were identified for the Property:

- Historical and current Property uses as a contractor's shop and storage/salvage yard involving the use and storage of petroleum compounds and hazardous substances. Specifically, the potential exists for cumulative spills and/or releases from the use of Parcels 3 and 7 as a contractor's storage/salvage yard and shop to have impacted the Property.

- Although the soil stockpiles imported onsite are considered “clean” fill, the soil is from offsite sources and no analytical data have been provided with these soils.

Based on these findings, soil at the Property may be impacted with petroleum compounds, including diesel range organics (DRO) and gasoline range organics (GRO), and volatile organic compounds (VOCs) as well as Resource Conservation and Recovery Act (RCRA) metals and polynuclear aromatic hydrocarbons (PAHs). In addition, groundwater could be impacted with VOCs, DRO and GRO and soil vapor could be impacted with VOCs originating from the former historical operations on, adjacent to and upgradient of the Property.

In addition to these RECs, information in the Phase I ESA indicated that potential historical use of private water wells, septic systems, and former heating sources including coal, wood, and possibly fuel oil. One sealed water well was documented to be located on Parcel 1. Parcels 2 and 7 may also have used former water wells that may or may not have been properly sealed, which poses a business risk. In addition, these residential properties may have utilized onsite septic systems. Because the use associated with these septic systems is residential, the Phase I ESA indicated that they are not considered to pose an environmental risk but a business risk for future development. As such, the scope of the Phase II Investigation will include inspecting the Property for wells and septic systems.

Scope of Work

Based on the available information, Landmark recommends the following scope of work for the Investigation:

- Landmark will prepare a Site Safety Plan (SSP) prior to conducting the fieldwork portion of the Investigation and hire Mobile Environmental Sampling & Analysis (MESA), as the Geoprobe drilling company. Landmark will also coordinate the public utility meet prior to conducting the fieldwork portion of the Investigation.
- Landmark will collect and field screen soil samples from up to 10 Geoprobe borings and from 5 of the stockpiles. The soil samples will be collected in accordance with ASTM Standard D2488, Standard Practice for Description and Identification of Soils (Visual/Manual Method) and screened for the presence of organic vapors (using a photoionization detector [PID] equipped with an 11.7 eV lamp) and visible evidence of contamination, including the presence of asbestos containing materials if buried debris is encountered. The soil samples will also be collected in accordance with Landmark’s Standard Operating Procedures (SOPs) and applicable MPCA guidelines. Based on field screening results, one or two soil samples will be collected and submitted for laboratory analysis from each Geoprobe boring. Based on the previous Phase II investigation completed on the property adjacent to the north, bedrock is present within 15 feet of the ground surface and groundwater likely occurs within the bedrock; consequently, Landmark does not plan to sample groundwater as part of the Investigation at this time. The Geoprobe borings will be completed to depths between 5 and 15 feet bgs, or to bedrock. If groundwater is encountered above bedrock, up to five groundwater samples will be collected after approval by the Client. Soil vapor samples will be collected with Summa canisters at four of the Geoprobe borings.

- Soil samples will be submitted to Pace Analytical (Pace) for laboratory analysis of VOCs, GRO, DRO, RCRA metals and PAHs and specific analysis of soil samples at each boring will be based on field screening indications of contamination, as well as potential contaminants of concern based on the RECs identified in the Phase I ESA Report. If groundwater samples are collected, they will be submitted to Pace for analysis of GRO, DRO and VOCs. Costs for 5 groundwater samples for DRO, GRO and VOCs would be \$1,520 and these costs are **not** included in the budget listed below. The four soil vapor samples will be submitted to Pace for analysis of VOCs.
- Landmark will inspect the Property for potential wells and septic systems. If wells are observed, Landmark will attempt to determine whether the wells have been properly sealed according to Minnesota Department of Health regulations and if not, Landmark will document specifications so that the wells can be properly abandoned by a licensed well contractor. The location of any observed septic systems will be properly documented.
- Landmark will prepare an Investigation report (Report) documenting field activities and observations, presenting analytical results, comparing the results to applicable criteria, and briefly describe our interpretation of the observations and results. The Report will provide documentation in text, tables, figures and appendices, as appropriate.
- Landmark will provide project management services throughout the project, including a high level of communication with the Client and subcontractors.

Budget

Fees and expenses for the proposed scope of work will not exceed **\$11,560** without prior approval as shown in the following table. Any requested out of scope services will be provided on a time and materials basis.

Task	Landmark	Subcontractor Costs and Expenses	Total
Prepare SSP, coordinate subcontractors and hire a private utility contractor	\$385	\$50	\$435
Field Work (Drilling and Sampling) and Laboratory Coordination and Analysis	\$1,500	\$1,530 (Geoprobe) \$3,670 (Pace) \$250 field equipment	\$6,950
Review Data and Prepare Investigation Report	\$2,900	\$100	\$3,000
Project Management	\$1,110	\$65	\$1,175
Total	\$5,895	\$5,665	\$11,560

Schedule

Work can begin immediately after receiving authorization to proceed. Landmark will schedule the field work portion of the Investigation within approximately two weeks after receiving authorization to proceed. The field work portion of the Investigation can be completed in one, 12-hour day. Sampling results from Pace will be available within 7 business days following completion of the field work using standard turn-around time. Landmark will prepare a draft Report for the Clients' review within 7 business days after receiving the final Pace analytical data.

Conditions

Landmark will conduct the proposed scope of work in a manner consistent with prevailing professional standards and in accordance with the attached Standard Terms and applicable MPCA guidelines. Landmark will maintain required insurance coverage during the project. A copy of our certificate of insurance will be provided to the Client upon request. If this Proposal is acceptable please sign in the space provided below and return a copy to me.

Thank you for the opportunity to provide environmental assistance on this project. Please contact me with any questions or comments at 952-666-2424.

Sincerely,



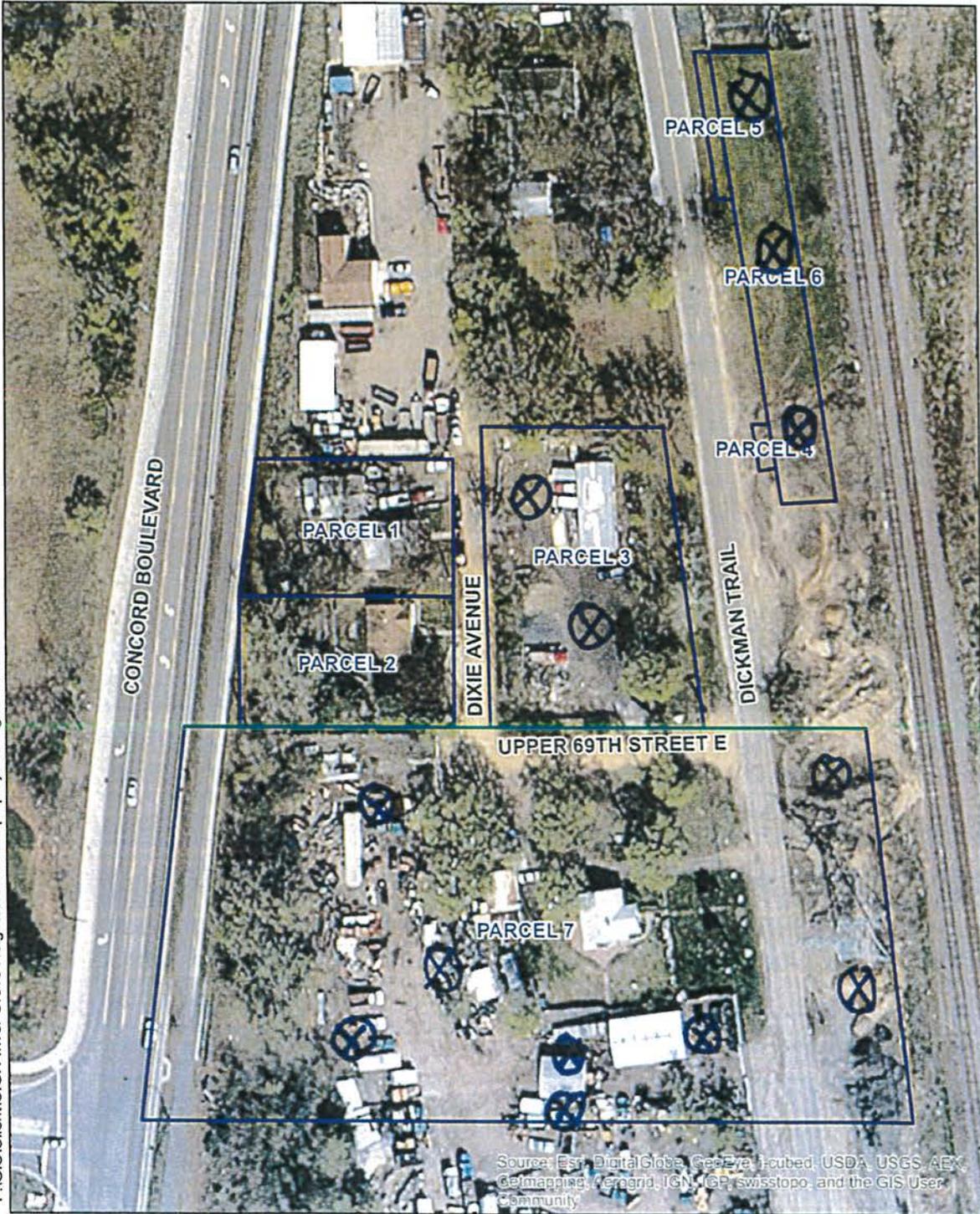
Jerry Mullin
Landmark Environmental, LLC

Acceptance:

Client Signature: _____

Date: _____

F:\GIS\Client\CIGH-Inver Grove Heights\15-McPhillips\projects\Figure 2.mxd



⊗ - Proposed Boring Location

FIGURE 2

Legend

Property Parcel Boundaries

0 50 100 200 Feet

1 inch = 100 feet



PROPERTY LAYOUT MAP

6940 and 6950 Dixie Ave, 6971 Dickman Tr
Inver Grove Heights, Minnesota

LANDMARK ENVIRONMENTAL, LLC

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Donation of SAFL Baffle from Upstream Technologies

Meeting: February 22, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Accept a donation (minimum value of \$3,603) from Upstream Technologies for a SAFL Baffle to be used for storm water treatment.

SUMMARY

Mike Wright, Engineering Technician, was attending the Minnesota Erosion Control Association conference on January 27, 2016 and placed his business card into a drawing for a free SAFL Baffle. Mike won that drawing for the free SAFL Baffle, on behalf of the City.

<u>Business/Organization</u>	<u>Amount</u>	<u>Purpose</u>
Upstream Technologies	\$3,603	Storm water treatment

A SAFL Baffle is a device used to improve water quality. A packet of information from Upstream Technologies is attached as background information. City crews will install this device in an appropriate storm water structure. The installation will occur in spring 2016.

TJK/kf
 Attachments: Background information



CONGRATULATIONS!! You have been selected the winner of ONE SAFL Baffle (From the 2015 MECA Conference in Minneapolis, MN). You may choose a 48", 60" or 72" wide baffle (minimum value \$3603.00) to retrofit and upgrade an existing sump manhole in your current system or include it in a new build project by April 30, 2016.

Requirements for a Free SAFL Baffle:

1. Decision of sump structure location and installation for SAFL baffle by February 29, 2016 (4 Weeks from notification). **Important:** the sump must be at minimum 3' feet (preferably 4' or more) deep below inlet pipe. See our website at www.UpstreamTechnologies.us for design guide and more information.
2. Location to be reviewed and approved by Upstream Technologies (we are happy to provide guidance for best location).
3. Installation to be completed by April 30, 2016.

NOTE: If location is not determined and installed by April 30, 2016, the SAFL baffle will be reassigned.

We understand things can come up that may cause a minor delay. We ask that you communicate regularly with us so that we can work with you through any unforeseen issues.

Again, CONGRATULATIONS!! winning the SAFL Baffle Raffle. We look forward to working with you to help benefit the environment.

Thank you,

Bruce W. Leach

Email: bleach@upstreamtechnologies.us

Office: 651-237-5115

Cell: 952-484-7378

Website: www.UpstreamTechnologies.us has detailed information about the SAFL Baffle for public works, engineers, and regulators.



SAFL Baffle Winners

Please send the following information to Upstream Technologies when you have selected a potential installation location for the SAFL Baffle you have won. Upstream Technologies will review the information as part of the technical review of the installation location, prior to sending you the SAFL Baffle.

Installation location criteria:

- Minimum sump depth 3 feet (preferably 4 feet or deeper)
- Drainage area (should be 15 acres or less)
- Width of sump structure (no more than 6' - the free baffle can be 4', 5' or 6' wide)
- Inlet and outlet pipe diameters (no more than 36")
- Invert elevations of the inlet and outlet pipes (difference in invert elevations should be no more than 1/2 of the pipe diameter)
- Orientation of the inlet and outlet pipes (i.e. are they 180 degrees apart, 90 degrees, etc.)

General information:

- Reason for locating the baffle at this site
- Projected installation date
- Who will perform the installation (city maintenance or contractor)
- Are you willing to share your sediment capture results with us?

Go to www.UpstreamTechnologies.us for more information.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement (CGA) for 1784 86th Court

Meeting Date: February 22, 2016
 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

SDT

- 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 CGA for a new home to be built at 1784 86th Court.

SUMMARY

The owners of 1784 86th Court (Orchard Trail) are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners have provided the required grading and erosion control plans. They have also signed the CGA (attached). An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and has provided a \$10,000 cash surety. The permit will be issued upon Council approval of the CGA.

It is recommended that the City Council approve the CGA 1784 86th Court.

TJK/kf
Attachment: Custom Grading Agreement

CUSTOM GRADING AGREEMENT
FOR
1784 – 86TH COURT EAST
LOT 1, BLOCK 5, ORCHARD TRAIL
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the 22nd day of February, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

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

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

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

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

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

ARTICLE 1 **DEFINITIONS**

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

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

1.3 OWNER. "Owner" means Jane K. Bockstruck, a single person and her successors and assigns.

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

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

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

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

1.8 DIRECTOR OF PWD. "Director of PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his 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 by the Plat or transferred pursuant to this Custom Grading Agreement.

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

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

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

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

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

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.
- D. **FEE TITLE.** The Owner owns fee title to the Property.
- E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of

notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

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

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

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

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

If to Owner: Jane K. Bockstruck
572 Pond View Drive
Mendota Heights, MN 55120

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 1, Block 5, Orchard Trail, Dakota County, Minnesota.

Abstract Property

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

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

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

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

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

construction equipment.

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

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

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

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

ARTICLE 4 OTHER PERMITS

4.1 PERMITS. The Owner shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

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

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

ARTICLE 6 **OWNER WARRANTIES**

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

ARTICLE 7 **CITY WARRANTIES**

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

ARTICLE 8 **INDEMNIFICATION OF CITY**

8.1 INDEMNIFICATION OF CITY. Owner shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations,

liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs 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 material;
- e.) failure by the Owner to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Improvements;
- h.) construction of the Improvements;
- i.) delays in construction of the Improvements;
- j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Lot;
- d.) the City may, at its sole option, perform the work or improvements to be performed

by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

ARTICLE 10 **ESCROW DEPOSIT**

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 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 that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2017.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

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

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of February, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:

Jane K. Bockstruck
Jane K. Bockstruck

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of February, 2016, by Jane K. Bockstruck, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her 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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

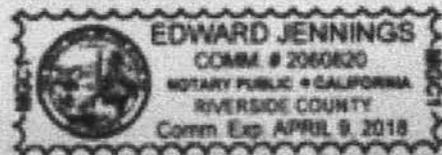
State of California
County of RIVERSIDE

On FEB 03, 2016 before me, EDWARD JENNINGS - NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JANE K. BOCA STRUCK
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



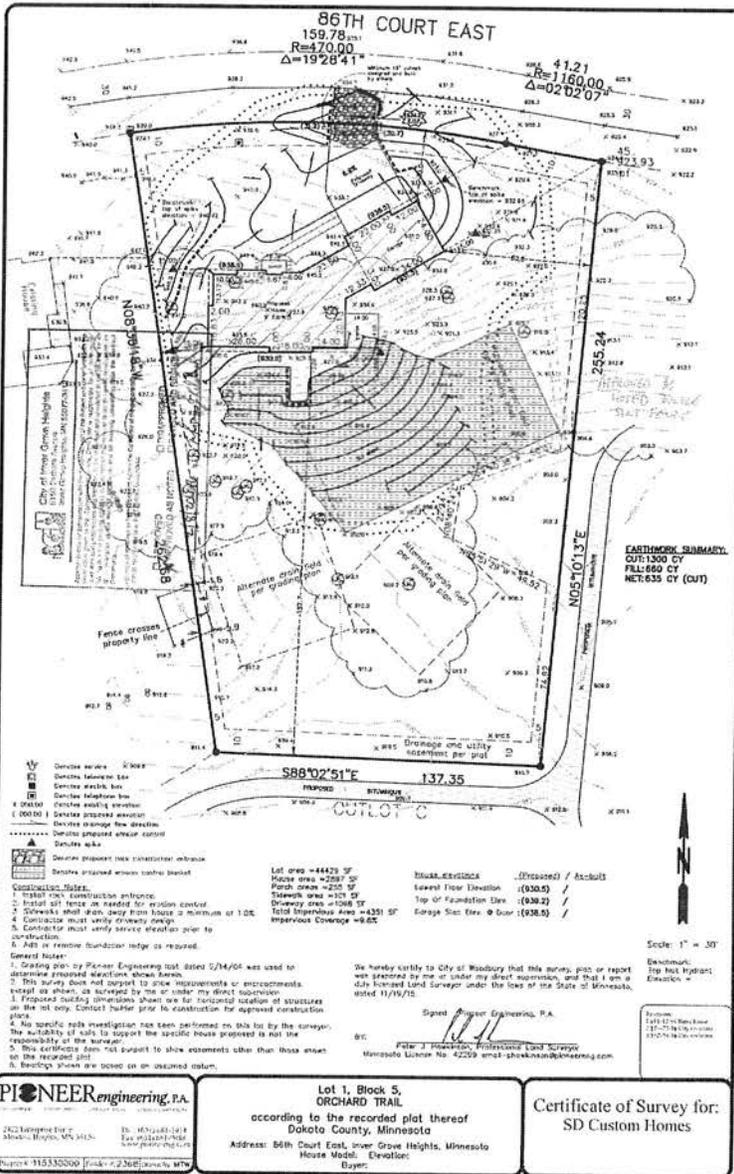
Signature *Edward Jennings* (Seal)

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Certificate of Survey*	11/19/15	Pioneer Engineering, P.A.

Approved by the City Engineer on February 8, 2015.

*A copy of the approved Certificate of Survey follows on the next page.



PIONEER Engineering, P.A.
 2622 Thompson Ave
 Shakopee, MN 55125
 Phone: 953-3300 Fax: 953-3301
 Email: info@pioneereng.com Website: www.pioneereng.com

Lot 1, Block 5,
 ORCHARD TRAIL
 according to the recorded plat thereof
 Dakota County, Minnesota
 Address: 86th Court East, near Grove Heights, Minnesota
 House Model: Elevation:
 Bay:

Certificate of Survey for:
 SD Custom Homes

©2 Pioneer Engineering

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approval of a Storm Water Facilities Maintenance Agreement (SWFMA) for Lot 7, MacGregor Acres (2 High Road)

Meeting Date: February 22, 2016
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

SST

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 Storm Water Facilities Maintenance Agreement for Lot 7, MacGregor Acres (2 High Road)

SUMMARY

The owners of 2 High Road are proposing modifications to their property. The additional impervious surfaces covered by their proposal required the development of a storm water management plan to ensure their improvements meet City requirements. Their plans include the construction of best management practices (BMPs) to protect Dickman Lake. The BMPs include a swale with erosion control blanket and rock check dams to promote infiltration of the first 1" of runoff.

The applicant is proposing a house and garage addition. The buildable area of the property is adjacent to Dickman Lake. Dickman Lake has a normal water elevation of 903, a highwater elevation of 908.1, and a natural overflow elevatin of 914.8. The owner is requested to provide a SWFMA in order to contain and treat runoff volume. They are also required to operate and maintain these BMPs. The owner has signed the SWFMA meeting the requirements.

The owners have provided a \$1500 engineering escrow to cover any costs incurred by the City and a \$10,000 surety deposit to ensure the improvements are built in accordance with the City's water quality, infiltration and stormwater management requirements. A building permit will be issued upon approval of the SWFMA.

It is recommended that the Council approve the SWFMA for Lot 7, MacGregor Acres (2 High Road).

TJK/kf
Attachment: SWFMA

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 7, MACGREGOR ACRES,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 25th day of January, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Gary W. Brandel and Maren Brandel, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. "Landowner" means Gary W. Brandel and Maren Brandel, husband and wife, and their successors and assigns.

1.4 Storm Water Facilities. "Storm Water Facilities" means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

The 10 foot wide dry swale with check dams and associated drainage areas and drainage appurtenances lying within the Landowner Property.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means collectively that certain Stormwater Management Plan prepared by Solution Blue dated December 29, 2015, and that certain Erosion Control Plan prepared by Solution Blue dated December 29, 2015. The

Storm Water Facility Plan was approved by the City Engineer on January 13, 2016. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

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

The fee title owner of the Landowner Property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve plans associated with an addition to the existing home located on the Landowner Property. Landowner is also constructing the Storm Water Facilities on the Landowner Property in connection with the construction of the addition.

Recital No. 3. As a condition of the City approving the plans associated with construction of the Storm Water Facilities on the Landowner Property, Landowner must execute this Storm Water Facilities Maintenance Agreement.

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to June 30, 2016, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. The Standard of Maintenance shall include but not be limited to each of the following:

- i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the Storm Water Facilities operate in conformance with the design parameters.
- ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must comply with the City approved Operations & Maintenance Plan attached hereto as **Exhibit B** showing how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii.) The Responsible Owner shall submit the following to the City in connection with the Operations & Maintenance Plan:
 - a. Contact information for the Responsible Owner;
 - b. The requirement for an annual report to the City per Exhibit B.

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.

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

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this

Agreement;

- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

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

ARTICLE 4 **ESCROW DEPOSIT AND SURETY**

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

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

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

4.2 Surety Amount for Turf Establishment. The Landowner has deposited a \$10,000 cash surety with the City (hereinafter "Surety Amount") prior to the execution of this Agreement. The Surety Amount shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Landowner Property in the event such problems and deficiencies arise. The City may use the Surety Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Landowner the remaining Surety Amount when all the following events have occurred:

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$10,000 Surety Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

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:

Gary W. Brandel and Maren Brandel
2 High Road
Inver Grove Heights, MN 55077

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: George Tourville
George Tourville
Its: Mayor

ATTEST:
Michelle Tesser
Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of January, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Kathleen Joan Fischer
Notary Public



LANDOWNER:

Gary W. Brandel

Gary W. Brandel

Maren Brandel

Maren Brandel

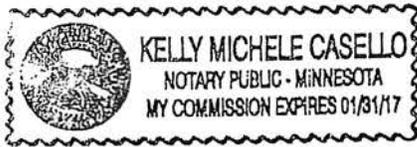
STATE OF MINNESOTA)

COUNTY OF DAKOTA)

ss.

The foregoing instrument was acknowledged before me this 22 day of January, 2016, by Gary W. Brandel and Maren Brandel, husband and wife.

Kelly M. Casello
Notary Public



THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 7, MacGregor Acres, Dakota County, Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

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

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from dry swale with check dams.	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
2. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
3. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
4. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
5. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
6. <u>Replacement</u> of the dry swale with check dams.	Dry swale with check dams failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

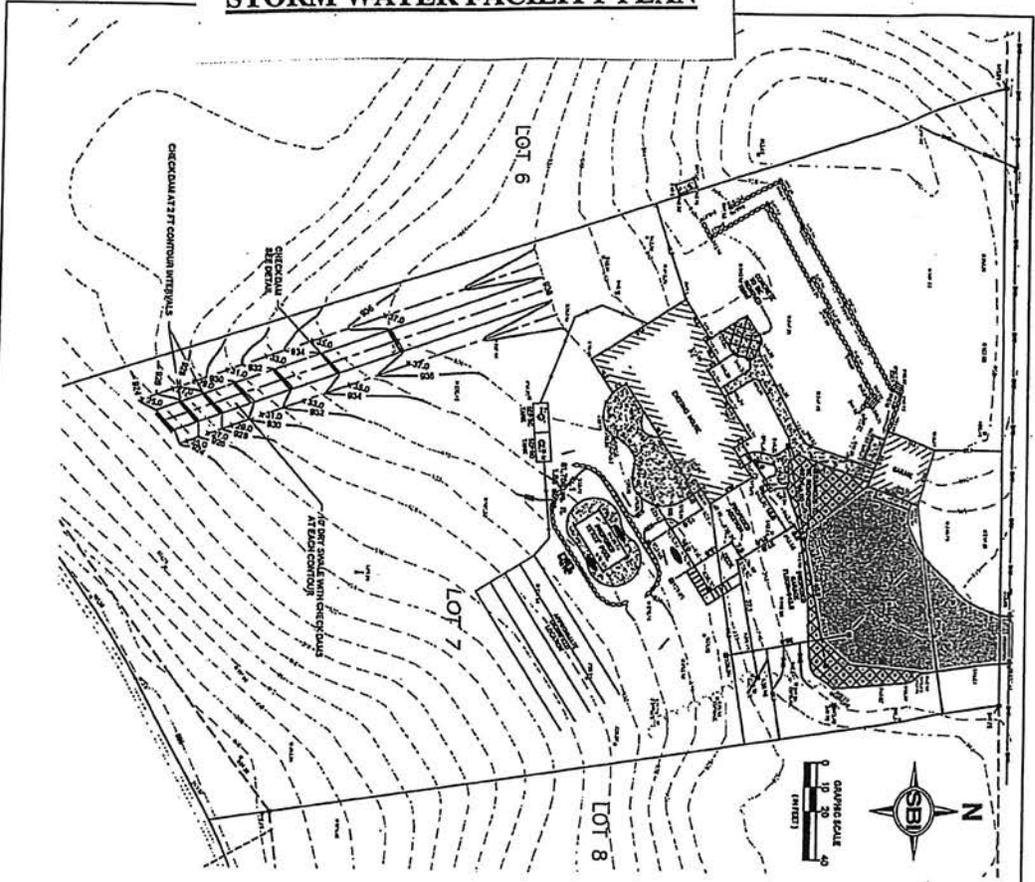
STRUCTURE ID:		INSPECTION DATE/TIME:		INSPECTOR(S):		
LOCATION:				POND ID:		
EASEMENT						
ACCESSIBLE	Y	N				
STRUCTURES IN ESMT.	Y	N	DESCRIPTION			
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)			
STRUCTURE	FES	PIPE	CB	SPCD	OTHER	
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE	
CONDITION*	ACCEPTABLE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

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

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

EXHIBIT D STORM WATER FACILITY PLAN

DATE PLOTTED: 11/14/2011 10:40:00 AM



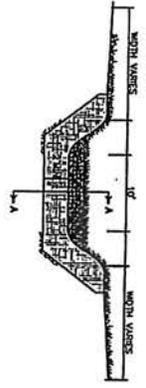
STORMWATER MANAGEMENT PLAN
DESIGNER: JASCO
 EXISTING IMPERVIOUS: 10,897 SF
 EXISTING PERVIOUS: 70,001 SF
 PROPOSED TOTAL IMPERVIOUS: 12,278 SF
 PROPOSED TOTAL PERVIOUS: 70,001 SF
 PROPOSED IMPROVEMENT TO SWALE: 2,000 SF
 PROPOSED IMPROVEMENT TO SWALE: 2,000 SF

PEAK FLOW RATE:

FLOW	EXISTING	PROPOSED
15-MIN	6.10 CFS	6.10 CFS
1-HR	1.24 CFS	1.24 CFS

WATER QUALITY/TRENTMENT:
 PROPOSED IMPERVIOUS AREA = 0.28 AC
 REQUIRED SWALE LENGTH = 117.00 FT
 PROPOSED SWALE LENGTH = 185 FT

VOLUME CONTROL/RETENTION VOLUME:
 2-IN. 24-HR. 3.6" STORM DROF
 PROPOSED STORAGE: 84.0 CF
 PROPOSED STORAGE: 84.0 CF
 REQUIRED RETENTION VOLUME: 216 CF
 PROPOSED RETENTION VOLUME: 227 CF



TYPICAL DRY SWALE CROSS-SECTION (WITH CHECKDAM)

DATE	REVISION

**STORMWATER
MANAGEMENT PLAN**
 2 HIGH ROAD
 DIVINE CUSTOM HOMES
 INVER GROVE HEIGHTS, MN



I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY REGISTERED CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Rae Q. La...
 RAQUEL A. FREEDEN
 CIVIL ENGINEER, REG. NO. 102,223

REVISIONS BY

C-1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Trunk Utility Reimbursements for Blackstone Vista

Meeting: February 22, 2016
 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

ST

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: NWA Water Fund 511, NWA Sewer Fund 512, 2014-11 Argenta Trail at Highway 55

PURPOSE/ACTION REQUESTED

Consider trunk utility and storm sewer improvement reimbursements for Blackstone Vista.

SUMMARY

The City has received a written request from CalAtlantic Homes seeking reimbursement for trunk watermain and trunk sanitary sewer credits along with a storm sewer reimbursement for storm sewer improvements related to 2014-11(Argenta Trail at Highway 55 Improvements)

According to the Development Agreement for Blackstone Vista, the developer will receive a payment for oversizing of sanitary sewer and water main trunk lines that are of a diameter and sufficient depth that create a benefit for areas outside the plat of Blackstone Vista. The reimbursement is based on the differential costs in pipe sizes of the mains, fittings, valves, etc. This also includes the cost of the sanitary force main installed as part of the Blackstone Vista subdivision. Similar credits have been established on recent developments such as Argenta Hills.

The City also requested the developer extend the storm sewer system to receive run off from the realignment of Argenta Trail at the future alignment of 75th Street.

The project experienced design changes to meet City Trunk standards. These changes include 72" Water Valve Manholes (\$39,183.37), Air Release Manhole for Sanitary Sewer Forcemain (\$17,082.86), and Sanitary Sewer ceramic pipe lining in deep D.I.P. (\$46,952.20).

The developer has installed 16" water main and 12" extra depth sanitary sewer and sanitary sewer force main in accordance with the 2005 AUAR and the 2030 Comprehensive Plan and directed by the City Engineer. The developer has installed the storm sewer extension as directed by the City Engineer. The developer is requesting sewer and water trunk credits and storm sewer reimbursement on Blackstone Vista as follows:

Reimbursement for Water Trunk Line (Fund 511)	\$44,643.00
Reimbursement for Sanitary Sewer Trunk Lines and Force Mains (Fund 512)	\$176,987.41
Water Main Trunk design change cost adjustments (Fund 511)	\$56,266.23
Sanitary Sewer Trunk design change cost adjustments (Fund 512)	\$46,952.20
Reimbursement for storm sewer extension (Project 2014-11)	<u>\$7,460.56</u>
TOTAL	\$332,309.40

The City Engineer has reviewed the costs and concurs with the above credits and is recommending reimbursement to Cal Atlantic in the amount of \$332,309.40.

TJK/me



CALATLANTIC
HOMES

continuing the legacies of Ryland and Standard Pacific

Twin Cities
7599 Anagram Drive
Eden Prairie, MN 55344
952-229-6000 Tel
www.calatlantichomes.com

January 15, 2016

Tom Kaldunski, City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Request for Reimbursement

Dear Mr. Kaldunski,

CalAtlantic Group, Inc., successor to The Ryland Group, Inc. entered into a Development Contract for Plat of Blackstone Vista which was recorded on May 7, 2015. Per the Contract, CalAtlantic agreed to install trunk sanitary sewer and water lines to serve the development and future sites outside of the development. The City agreed to pay for the additional cost associated with the trunk lines including but not limited to the increased size and depth of the utilities.

During Phase I construction, the City also requested a storm line to be installed and connected to the development's storm system to receive offsite storm water runoff associated with the Argenta Trail realignment.

CalAtlantic would like to request reimbursement of \$332,309.40 for the work performed as of December 31, 2015. The following is a breakdown of the costs:

	Sanitary Sewer	Water Main	Storm Sewer	Total
Amount per Development Contract dated 4.27.15	\$301,812.11	\$122,903.00	0	\$424,715.11
Actual Cost	\$276,032.30	\$112,440.10	0	\$388,472.40
City Change Orders	\$100,277.77	\$39,183.37	\$7,460.56	\$146,921.70
Amount applied to Plat Connection Fees	(\$124,824.70)	(\$78,260.00)	0	(\$203,084.70)
Requested Cash Reimbursement	\$251,485.37	\$73,363.47	\$7,460.56	\$332,309.40

CalAtlantic will provide the Contractor's invoices and change orders for review.

Please feel free to contact Shawn Wenzel at (952) 229-6034 or Tracey Rust at (952) 229-6063 if you have questions.

Sincerely,

A handwritten signature in cursive script that reads "Tracey Rust". The signature is written in dark ink and is positioned above the printed name.

Tracey L. Rust, PE
Entitlement Manager
CalAtlantic Homes

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 22, 2016
 Item Type: Consent Agenda
 Contact:
 Prepared by: Lieutenant Joshua Otis
 (651) 450-2528
 Reviewed by: Larry Stanger, Chief of Police

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:

Council is asked to authorize Inver Grove Heights Police Department to enter into an In-Squad Computer Grant with the State of Minnesota, the Minnesota Department of Public Safety (DPS), acting through its Office of Traffic Safety (OTS).

SUMMARY:

The Inver Grove Heights Police Department applied for the OTS in-squad computer matching grant. Our grant application requested \$18,530.00 to obtain in-squad computers and related peripherals. The OTS will reimburse the City of Inver Grove Heights \$9,664.00 of that total. The remaining \$8,865.00 comes from amount already included in the current budget.

The Minnesota Department of Public Safety (DPS), Office of Traffic Safety (OTS) offered a grant to municipal police departments interested in obtaining in-squad computers and related peripherals needed for the proper functioning of equipment. The equipment is to be used only by patrolling officers within the agency, and is to be installed in vehicles that are used for patrolling.

The mission of the OTS is to lead efforts to prevent traffic deaths and serious injuries by changing human behavior in Minnesota. To maintain and improve safety of the traveling public, the DPS works with governmental organizations and the private sector to identify and mitigate traffic problems. Certain programs implemented to fulfill this mission are funded by the US/DOT National Highway Traffic Safety Administration (NHTSA) through the OTS.

Through the OTS, the NHTSA is providing funding for single city law enforcement agencies to purchase in-squad computers. Because the computers can be utilized for more than traffic safety, NHTSA is requiring a 50% match on all equipment purchased through this grant. This grant will cover 50% of the total cost of the computers and related peripherals needed for the proper functioning of equipment (e.g., docking station, printer). The remaining 50% is to be covered by the applying agency. The grant funds will be a reimbursement of 50% of the funds used to purchase equipment. (NOTE: The grant will cover 100% of the cost of Driver’s License Readers).

Enclosed is a copy of a Resolution for your consideration, authorizing the Police Department to enter into this grant agreement.

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING IN-SQUAD COMPUTER GRANT

THIS COOPERATIVE AGREEMENT, BY AND BETWEEN THE State of Minnesota, acting through its Office of Traffic Safety, (hereinafter called the STATE) and City of Inver Grove Heights, Inver Grove Heights Police Department, 8150 Barbara Avenue East, Inver Grove Heights, Minnesota 55077 (hereinafter called GRANTEE), witness that, and

WHEREAS, the STATE, pursuant to Minn. Stat. 299A.01 and 65B.84, is empowered to distribute money for In-Squad Computer activities, and

WHEREAS, the GRANTEE is authorized to accept state funds for the purposes specified, and

WHEREAS, GRANTEE represents that it is duly qualified and willing to carry out the tasks described, and

WHEREAS, a Grant agreement authorizing Chief Larry Stanger and/or his designee Lieutenant Joshua Otis has signing authority to accept monies from the State of Minnesota.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: Grantee will carry out the tasks described in its application for grant funds and use \$9664.00 to assist in the purchase of In-Squad computer technology.

Adopted by the City Council of Inver Grove Heights this 22nd day of February, 2016.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: February 22, 2016
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Carrie Isaacson, Admin Svc Coord
Reviewed by: Janet Shefchik, HR Manager

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 Full-Time employment of: Jacob Fliehr, Patrol Officer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Continuation of Public Hearing and Consider Resolution Ordering Project, Approving Final Plans and Specifications, and Authorizing Advertisement for Bids for the 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction and the 2016 Improvement Program, City Project No. 2016-10 – 60th Street Area Utility Improvements

Meeting Date: February 22, 2016
 Item Type: Public Hearing Continuation
 Contact: Steve W. Dodge, 651.450.2541
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

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, Utility Funds

PURPOSE/ACTION REQUESTED

Continuation of Public Hearing and consider Resolution Ordering Projects, Approving Final Plans and Specifications, and Authorizing Advertisement for Bids for the 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction and the 2016 Improvement Program, City Project No. 2016-10 – 60th Street Area Utility Improvements.

SUMMARY

On January 25, 2016, the public improvement hearing for City Project No. 2016-09D – 60th Street Area Reconstruction and 2016-10 – 60th Street Area Utility Improvements was held and continued to February 22, 2016 based on public input and clarification being requested on the following items:

- Residents expressed concern over the proposed Asher Avenue extension with a standard 90-foot diameter cul-de-sac.
Staff is recommending eliminating the proposed extension and building a 70-foot diameter cul-de-sac which has been adjusted in the right-of-way to address the close proximity of house 5851 (see attached exhibit). Staff has met with the property owner of 5851 Asher. Attached are supporting comments from the Street Superintendent and Fire Marshal in support of an improved cul-de-sac.
- Owner of parcel No. 1, on the map, expressed concern over his lot being assessed due to access and buildability.
Staff is recommending that this parcel not be assessed based on the removal of Asher Avenue extension (see attached updated preliminary assessment roll).
- 59th Court residents expressed a desire to keep their surmountable curb (S-curb), rather than replace it with the proposed barrier curb (6-inch straight face).
The Street Superintendent has provided a written memo recommending the barrier curb which is better for maintenance and stormwater conveyance purposes (memo attached). In past reconstruction projects, the City has replaced the surmountable curb with barrier curb. The driveway entrances for barrier curb provide a much smoother driveway entrance as compared to the abruptness of surmountable curb. Staff recommends barrier curb. Last year's reconstruction project had one court getting full curb replacement on a mill and overlay and the surmountable price came in at \$15.12 per foot while the barrier curb was \$9.62 per foot.

4. Residents expressed concern over the \$9,000 benefit valuation by the appraiser. Residents have requested the amount be lowered.

The final assessment amount is determined by Council when they approve the final assessment roll and levy the assessments following the assessment hearing. It is beneficial to order and bid the project in order to review the finances and assessments to confirm we meet the 429 statute requirements. Staff recommends that the Council order the project with the preliminary assessment roll and reserve consideration of final assessment amounts for the assessment hearing.

5. Council expressed concern over the continuation of the hearing delaying competitive bids and start of construction.

The schedule has been reworked to keep the same proposed early June construction start date.

*Council orders project, approves plans/specs, and authorizes ad for bid February 22, 2016
Bid opening April 1, 2016
Council receives bids and sets date for assessment hearing April 11, 2016
Assessment hearing May 9, 2016
Council awards project May 23, 2016
Construction begins June 2016*

With changes to estimated project costs and assessments as noted above, the total estimated project cost of \$2,308,000 is reduced to \$2,122,000 with \$495,272 in estimated assessments (23.3% of the project) for City Project No. 2016-09D – 60th Street Area Reconstruction. The \$244,000 total project costs for City Project No. 2016-10 – 60th Street Area Utility Improvements is reduced to \$205,000 for a total combined project cost of \$2,327,000 including contingencies.

An updated preliminary assessment roll has been attached which reflects the \$9,000 special benefit cap for single-family parcels as recommended by the appraiser. Council may consider a different assessment amount at the assessment hearing.

Staff recommends passage of the Resolution Ordering Projects, Approving Final Plans and Specifications, and Authorizing Advertisement for Bids for the 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction and the 2016 Improvement Program, City Project No. 2016-10 – 60th Street Area Utility Improvements.

SWD/kf

Attachments: Resolution
Project Map
Revised Preliminary Assessment Roll
Letter from 59th Court residents
Email from Larry Danich, Appraiser
Asher Avenue cul-de-sac exhibit
Memo from Street Superintendent re: cul-de-sac radius
Email from Fire Marshal re: Asher cul-de-sac
Memo from Street Superintendent re: Type "B" Curb
January 25, 2016 Council memo (Public Hearing)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ORDERING IMPROVEMENTS, APPROVING FINAL PLANS AND SPECIFICATIONS, AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2016 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2016-09D – 60TH STREET AREA RECONSTRUCTION AND THE 2016 IMPROVEMENT PROGRAM, CITY PROJECT NO. 2016-10 – 60TH STREET AREA UTILITY IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on December 14, 2015 called for a public hearing on the proposed improvement project, 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction and the 2016 Improvement Program, City Project No. 2016-10 – 60th Street Area Utility Improvements, and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the January 25, 2016 and continued on February 22, 2016, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted February 22, 2016.
2. The final plans and specifications for City Project Nos. 2016-09D and 2016-10 are hereby approved.
3. The Public Works Director is hereby authorized to advertise for bids with respect to City Project Nos. 2016-09D and 2016-10.
4. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights, Minnesota this February 22, 2016

AYES:
NAYS:

George Tourville, Mayor

ATTEST

Michelle Tesser, City Clerk

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

**RESOLUTION ORDERING IMPROVEMENTS, APPROVING FINAL PLANS AND
SPECIFICATIONS, AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2016
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2016-09D – 60TH STREET
AREA RECONSTRUCTION AND THE 2016 IMPROVEMENT PROGRAM, CITY PROJECT
NO. 2016-10 – 60TH STREET AREA UTILITY IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on December 14, 2015 called for a public hearing on the proposed improvement project, 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction and the 2016 Improvement Program, City Project No. 2016-10 – 60th Street Area Utility Improvements, and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the January 25, 2016 and continued on February 22, 2016, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted February 22, 2016.
2. The final plans and specifications for City Project Nos. 2016-09D and 2016-10 are hereby approved.
3. The Public Works Director is hereby authorized to advertise for bids with respect to City Project Nos. 2016-09D and 2016-10.
4. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

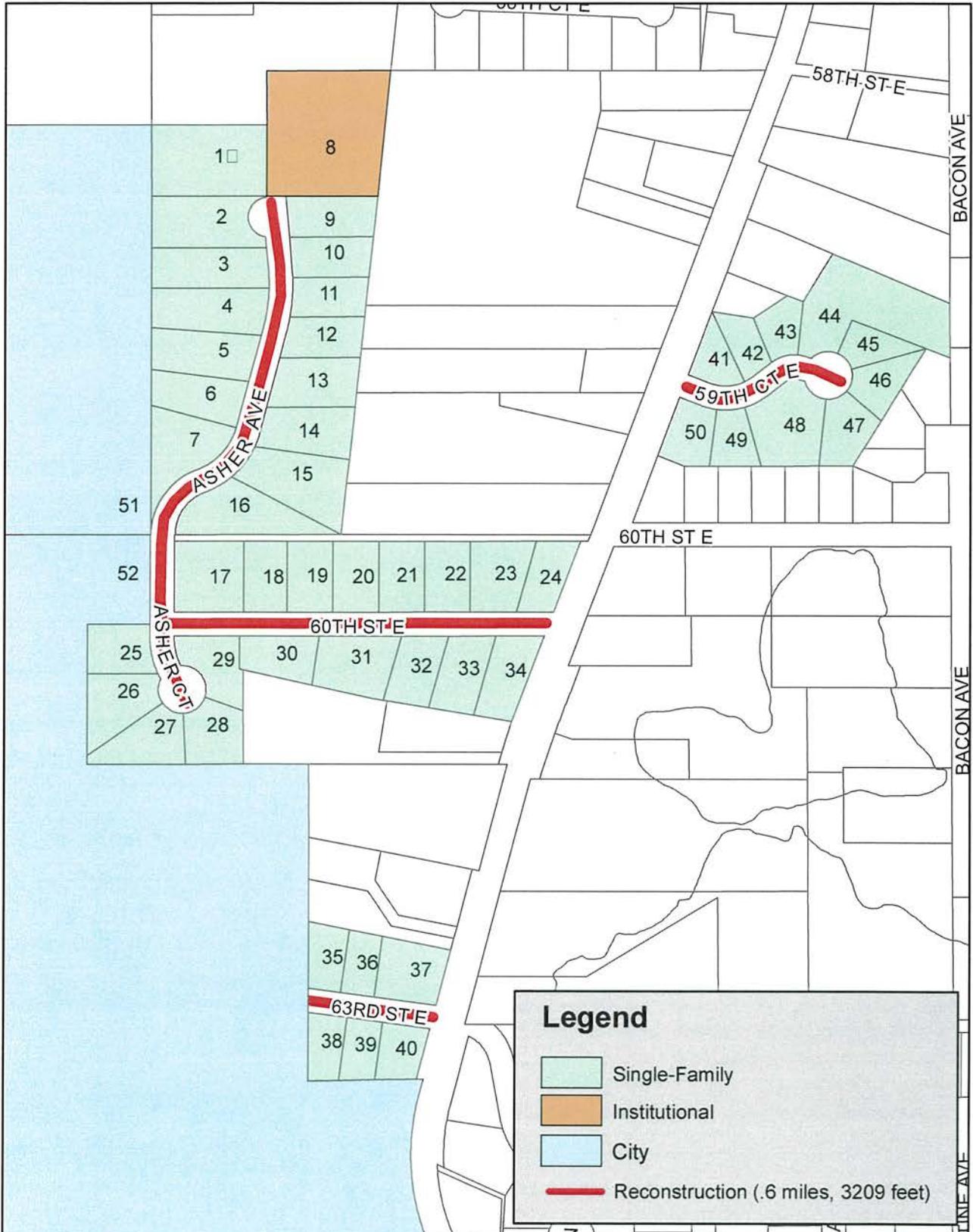
Adopted by the City Council of Inver Grove Heights, Minnesota this February 22, 2016

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George Tourville, Mayor

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City Project No. 2016-09D
60th Street Area Reconstruction
 City of Inver Grove Heights, MN

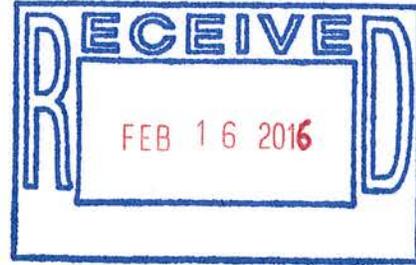


THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE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

**60TH STREET AREA RECONSTRUCTION
CITY PROJECT NO. 2016-09D
PRELIMINARY ASSESSMENT ROLL**

Map No.	PID No.	Owner Name	House No.	Street	Total Per Policy Assessment	Total Capped Assessment
1	200321082040	DANIEL BURKE & CONNIE FRISKNEY			\$0.00	\$0.00
2	204250001010	DANIEL BURKE & CONNIE FRISKNEY	5851	ASHER AVE	\$13,973.92	\$9,000.00
3	204250001020	MARK Q TSTE PEARSON	5875	ASHER AVE	\$13,973.92	\$9,000.00
4	204250001030	DAVID W & GALINA A JOHNSON	5901	ASHER AVE	\$13,973.92	\$9,000.00
5	204250001040	PAUL H & JANICE ANDERSON	5917	ASHER AVE	\$13,973.92	\$9,000.00
6	204250001050	PATRICK O & LAURI C SCHNEIDER	5929	ASHER AVE	\$13,973.92	\$9,000.00
7	204250001060	THOMAS A & PRISCILLA GADOW	5975	ASHER AVE	\$13,973.92	\$9,000.00
8	200321081011	INDEPENDENT SCHOOL DIST 199			\$10,528.35	\$10,528.35
9	204250100010	GREEN TREE SERVICING LLC	5850	ASHER AVE	\$13,973.92	\$9,000.00
10	204250100020	JAMES C & MELANIE D STICKLER	5866	ASHER AVE	\$13,973.92	\$9,000.00
11	204250002010	KENNETH P PREINER	5880	ASHER AVE	\$13,973.92	\$9,000.00
12	204250002020	CHARLEEN FENICK	5906	ASHER AVE	\$13,973.92	\$9,000.00
13	204250002030	TOMMY L GOSSETT	5924	ASHER AVE	\$13,973.92	\$9,000.00
14	204250002040	PATRICIA M STEWART	5938	ASHER AVE	\$13,973.92	\$9,000.00
15	204250002050	PAUL T PELTIER	5952	ASHER AVE	\$13,973.92	\$9,000.00
16	204250002060	MARY D TSTE ZENSEN	5970	ASHER AVE	\$13,973.92	\$9,000.00
17	200050005010	JENNIFER L DATKO	1645	60TH ST E	\$13,973.92	\$9,000.00
18	206820000010	MERLIN E SCHINDELDECKER				
19	206820000020	LYNDA K ROGERS	1715	60TH ST E	\$13,973.92	\$9,000.00
20	206820000030	JORIN TIX	1735	60TH ST E	\$13,973.92	\$9,000.00
21	206820000040	WM J & KATHERINE MILLINCZEK	1755	60TH ST E	\$13,973.92	\$9,000.00
22	206820000050	CHRISTIANA TRUST	1775	60TH ST E	\$13,973.92	\$9,000.00
23	206820000061	CHRISTOPHER L PERRONE	5989	BABCOCK TRL	\$13,973.92	\$9,000.00
24	206820000072	BRIAN TODD GORE	1805	60TH ST E	\$13,973.92	\$9,000.00
25	206760101070	ROBERT K & CHRISTINE HUNTER	6015	ASHER CT -	\$13,973.92	\$9,000.00
26	206760101060	DANIEL T & LAURA J LEMKE	6025	ASHER CT	\$13,973.92	\$9,000.00
27	206760101050	CECILIA R MARTINEZ	6035	ASHER CT	\$13,973.92	\$9,000.00
28	206760101040	JOHN L & CATHERINE M LASKEY	6040	ASHER CT	\$13,973.92	\$9,000.00
29	206760101030	EMIGRANT RESIDENTIAL LLC	6020	ASHER CT	\$13,973.92	\$9,000.00
30	206760101020	JOSE A & ALICIA M VILLEGAS	1710	60TH ST E	\$13,973.92	\$9,000.00
31	206760101010	ROGER W & MARY J SCHWEIGERT	1730	60TH ST E	\$13,973.92	\$9,000.00
32	206760001020	DONALD C & MARY A TS BRAU			\$13,973.92	\$9,000.00
33	206760001030	DONALD C & MARY A TS BRAU	1800	60TH ST E	\$13,973.92	\$9,000.00
34	206760001040	HARVEY R & HOLLY R CAIN	1810	60TH ST E	\$13,973.92	\$9,000.00
35	206760201010	JOHN & KELLY STADELMAN	1695	63RD ST E	\$13,973.92	\$9,000.00
36	206760201020	JEROME L & ROXANN A ELLER	1715	63RD ST E	\$13,973.92	\$9,000.00
37	206760201030	LAWRENCE & NANCY SCHINDELDECKER	6241	BABCOCK TRL	\$13,973.92	\$9,000.00
38	206760202010	KEVIN & TRICIA MCNAIR	1696	63RD ST E	\$13,973.92	\$9,000.00
39	206760202020	JOHN F & CHRISTINE K HUERTA	1716	63RD ST E	\$13,973.92	\$9,000.00
40	206760202030	LYNDA J BEERMANN	1736	63RD ST E	\$13,973.92	\$9,000.00
41	207245001010	MARC C & KATHERINE M PATTON	1887	59TH CT E	\$13,973.92	\$9,000.00
42	207245001020	NICOLE LINDSAY TAYLOR	1909	59TH CT E	\$13,973.92	\$9,000.00
43	207245001040	WALTER P & LYNN M TISCHLER	1921	59TH CT E	\$13,973.92	\$9,000.00
44	201450001030	MARK A & KATHLEEN R ANDREWS	1937	59TH CT E	\$13,973.92	\$9,000.00
45	207245001060	BRUCE H & KELLY C KAYSER	1953	59TH CT E	\$13,973.92	\$9,000.00
46	207245001070	MATTHEW J & BRINN N NITTI	1954	59TH CT E	\$13,973.92	\$9,000.00
47	207245001080	TERRY A NELSON	1948	59TH CT E	\$13,973.92	\$9,000.00
48	207245001090	DENNIS E & PATTY E MCGRATH	1920	59TH CT E	\$13,973.92	\$9,000.00
49	207245001100	LUZ M & BRIAN J KANE	1896	59TH CT E	\$13,973.92	\$9,000.00
50	207245001110	EUGENE T & KAREN J TENNIS	1878	59TH CT E	\$13,973.92	\$9,000.00
51	200321083012	CITY OF INVER GROVE HTS				
52	200050006010	CITY OF INVER GROVE HEIGHTS			\$61,743.64	\$61,743.64
Total:					\$729,046.23	\$495,271.99

February 12, 2016



The Honorable George Tourville, Mayor
Council Member Rosemary Piekarski Krech
Council Member Tom Bartholomew
Council Member Jim Mueller
Council Member Paul Hark
c/o Steve Dodge, P. E., Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

Dear Mr. Mayor and Council Members Piekarski Krech, Bartholomew, Mueller, and Hark:

We, the residents of 59th Ct. E., formally request that Mr. Laurence Danich or Mr. Thomas Metzen from Metzen Appraisals attend the continuation of the public hearing for the 60th Street Area Reconstruction Project on Monday, February 22, 2016.

We further request that Mr. Danich or Mr. Metzen come prepared to explain the process and parameters used to prepare the Benefit Analysis Appraisal Report dated November 6, 2015. As part of that explanation, we ask that they provide the estimated market value of each single family home used to arrive at the per parcel average value of \$245,000 and the rationale for using the comparable sales provided in report. Following the requested explanation, we would like the opportunity to ask questions.

We, as residents and taxpayers of Inver Grove Heights, respectfully submit that we are entitled to a reasonable explanation for what we collectively feel is an inaccurate and inconsistent use of data and information resulting in an unprecedented proposed special assessment cap in the amount of \$9,000.

Sincerely,

Residents (in ascending house number order) of 59th Court East, Inver Grove Heights, Minnesota

Eugene T. and Karen J. Tennis [Signature]
1878 59th Court E. / PID 20-72450-01-110

Walter P. and Lynn M. Tischler [Signature]
1921 59th Court E. / PID 20-72450-01-040

Marc C. and Katherine M. Patton [Signature]
1887 59th Court E. / PID 20-72450-01-010

Mark A. and Kathleen Andrews [Signature] to follow
1937 59th Court E. / PID 20-14500-01-030

Luz M. and Brian J. Kane [Signature]
1896 59th Court E. / PID 20-72450-01-100

Terry A. and Sherri K. Nelson [Signature]
1948 59th Court E. / PID 20-72450-01-080

Nicole Lindsay Taylor [Signature]
1909 59th Court E. / PID 20-72450-01-020

Bruce H. and Kelly C. Kayser [Signature]
1953 59th Court E. / PID 20-72450-01-060

Dennis E. and Patty E. McGrath [Signature]
1920 59th Court E. / PID 20-72450-01-090

Matthew J. and Brinn N. Nitti [Signature]
1954 59th Court E. / PID 20-72450-01-070

cc: Mayor Tourville
Council Members Piekarski Krech, Bartholomew, Mueller, and Hark
Scott Thureen, Public Works Director

Steve W. Dodge. P.E.

From: Larry Danich [Imdanich@yahoo.com]
Sent: Wednesday, February 17, 2016 3:13 PM
To: Steve W. Dodge. P.E.
Subject: Re: 2006 Special Benenefit Analysis

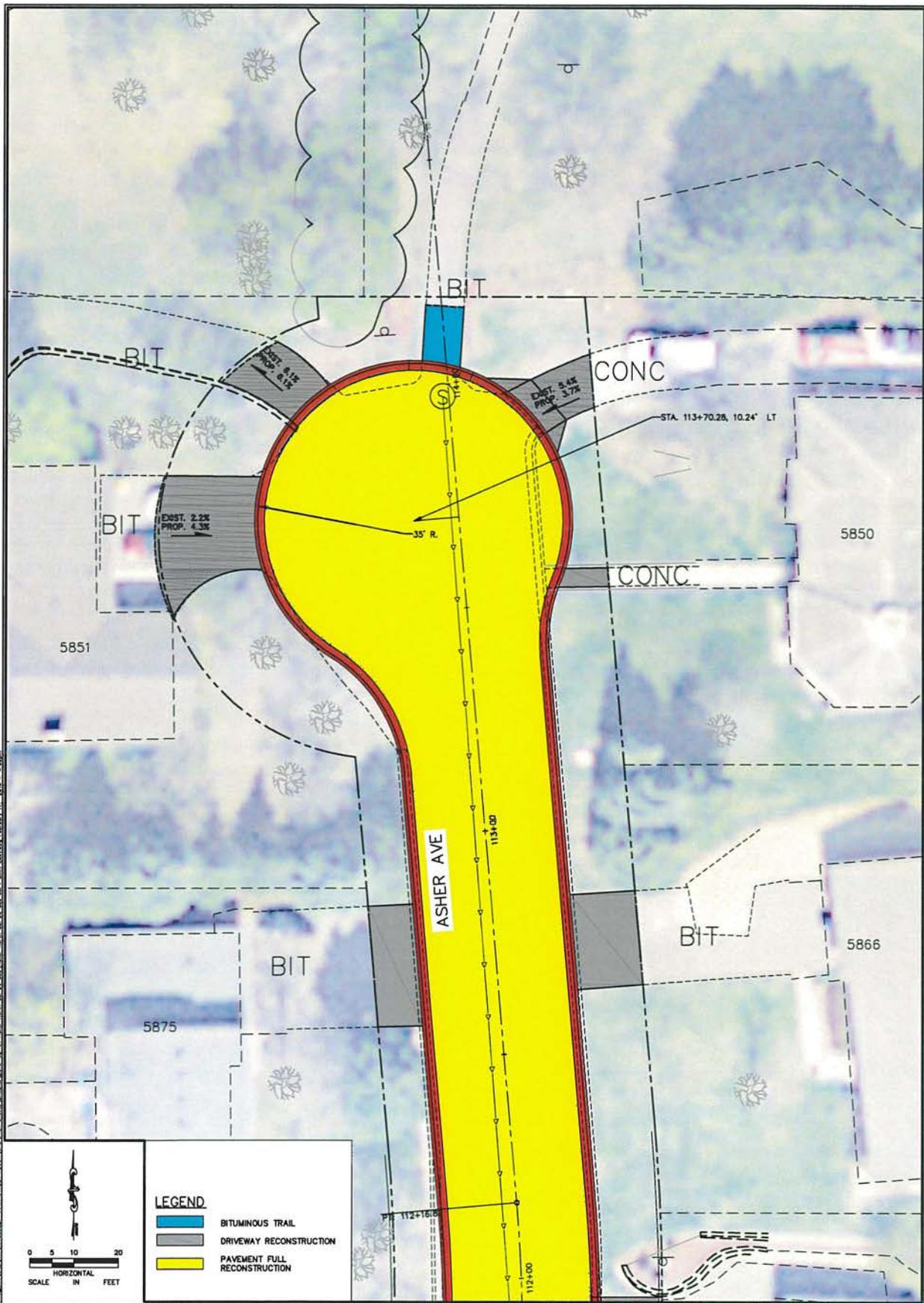
Steve,

I was unable to access the 2006-09D special benefit analysis, that report is in storage, I'm not able to find it on short notice, however, I did find the analysis for 2007-09D, that revealed that the average single family home prices for that project area were at \$198,238 in a declining market. We determined that a benefit of 3 per cent was fair and equitable at that time and for the market conditions.

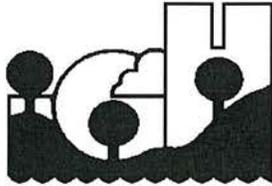
In reference to the concerns of the property owners on 59th Court, we took sample assessed market values provided from the Dakota County Assessors Office of homes thru out the project area in order to get a base or general values for the homes affected. We also took into consideration that actual market value is typically 5 to 10 per cent above the county's value and that according to MLS (Multiple Listing Service) statistics, the city's values have been increasing some 3 to 4 per cent for the past two years with a steady to increasing market for this spring to arrive at the \$245,000 average value. We also researched the assessed market values for the ten properties on 59th Court for taxes payable for the year 2015, this provided an average value of \$260,180 for these properties. We found that the added benefit from the comparable sales submitted with assessments assumed by buyers ranged from 2.5 to 4.5 per cent. We then bracketed that amount at 3.75 based on the increasing values and overall improved market conditions.

I hope this is helpful and understand the concerns of the property owners. We also found three recent sales on this street as follows; 1887 59th Court sold for \$250,100 on 11/7/13, 1909 sold for \$225,000 on 9/10/15 and 1954 sold for \$285,000 on 8/23/13 all according to Dakota County's records.

Regards, Laurence M Danich Metzen Realty & Appraisals Tel 651-455-2214 Cell 612-961-0422 Fax 651-455-2729 Imdanich@yahoo.com Email



K:\PROJECTS\2016\09D\60TH STREET RECONSTRUCTION\DWG\60TH ST ASHER AVE NORTH CUL DE SAC 35' RADIUS.dwg (11/11/16) 11/11/16 11:00 AM



City of Inver Grove Heights
STREET DIVISION

MEMORANDUM

TO: Scott Thureen, Public Works Director

FROM: Barry Underdahl, Street Superintendent

SUBJECT: Cul-de-sac Radius

DATE: February 16, 2016

Background and Recommendation

Street Maintenance equipment will travel on every roadway in the community an average of forty times per year to perform a variety of maintenance operations. The majority of these trips are for winter maintenance. Pavement patching, sign maintenance, tree trimming, storm water system maintenance, and street sweeping are examples of other types of maintenance that are performed annually on residential streets.

Dead end streets are difficult to maneuver and an adequate cul-de-sac is recommended to avoid backing and allow more efficient winter maintenance operations. It is better to avoid backing where possible and this is more important near a school or park land, especially those with a playground.

Other vehicles such as delivery trucks, garbage trucks, school buses, and emergency vehicles require a large enough cul-de-sac to avoid backing. For safety and efficiency, a minimum cul-de-sac radius of 35 feet is recommended.

Steve W. Dodge. P.E.

From: Jeff Schadegg
Sent: Tuesday, February 16, 2016 10:00 AM
To: Scott Thureen
Cc: Larry Stanger; Thomas J. Kaldunski, P.E.; Steve W. Dodge. P.E.; Judy Thill; Barry Underdahl
Subject: RE: Asher Cul-de-Sac

Scott,

We support Steve's recommendation to update the Asher Court cul-de-sac. Turn around is vital to our operations and the safety of our firefighters. Fire code requires that all fire department access roads longer than 150' be provided with adequate turnaround provisions. The Fire Code recommends a 96' diameter cul-de-sac but we understand that the existing conditions do not allow for this without extending Asher Court.

Thank you.



MEMORANDUM

TO: Scott Thureen, Public Works Director

FROM: Barry Underdahl, Street Superintendent

SUBJECT: Type "B" Curb

DATE: February 16, 2016

Background and Recommendation

The Street Division of Public Works performs roadway maintenance services on the City's public streets. Many maintenance duties can be aided by the style of curb used in construction and reconstruction of our city streets. The vertical faced Type "B" curb, instead of surmountable curb, is recommended along residential roadways for many reasons;

Creates a better physical separation between the roadway and boulevard, discouraging drivers from parking or driving on lawns and sidewalks

Channels more storm water and controls drainage, especially in heavy rain events.

Guides snow plow operators and reduces boulevard turf damage, especially in larger snow events where the demarcation of the curb line and boulevard is difficult to distinguish.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Ordering Projects, Approving Plans and Specifications, Authorizing Advertisement for Bids, and Authorizing City Attorney to Complete Easement Negotiations for the 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction and the 2016 Improvement Program, City Project No. 2016-10 – 60th Street Area Utility Improvements

Meeting Date: January 25, 2016
 Item Type: Public Hearing
 Contact: Steve W. Dodge, 651.450.2541 *SWD*
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *ST*

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, Utility Funds

PURPOSE/ACTION REQUESTED

Consider Resolution Ordering Projects, Approving Plans and Specifications, Authorizing Advertisement for Bids, and Authorizing City Attorney to Complete Easement Negotiations for the 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction and the 2016 Improvement Program, City Project No. 2016-10 – 60th Street Area Utility Improvements.

SUMMARY

The project was initiated by the City Council as part of 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction on September 28, 2015. On November 23, 2015, Council separated the project neighborhoods designating 60th Street Area neighborhood, with existing curb, as City Project Nos. 2016-09D and 2016-10 and authorized Kimley-Horn & Associates to prepare the feasibility report. The feasibility report was received by the City Council on December 14, 2015.

Improvements

The projects, 2016-09D and 2016-10, involve street reconstruction, watermain improvements and rehabilitation, sanitary sewer improvements and rehabilitation, storm sewer improvements, and water quality improvements and appurtenances. Asher Street is proposed to be extended with a full cul-de-sac for public safety and maintenance purposes. A detailed project description and exhibits are included in the feasibility report and the street segments and affected properties are shown on the attached map.

Assessments/Costs

The total estimated project cost for City Project No. 2016-09D – 60th Street Area Reconstruction is \$2,308,000, with \$504,192 in estimated assessments (21.8 percent of the project costs). The total estimated project cost for City Project No. 2016-10 – 60th Street Area Utility Improvements is \$244,000 for a total combined project cost of \$2,552,000 including project contingencies. The attached preliminary assessment roll incorporates the independent appraiser's special benefit analysis with a recommended "assessment cap" of \$9,000 per parcel for street reconstruction. The assessable percentage is preferred to be at 25 percent at the feasibility study stage of a project to insure that the 20 percent minimum for Chapter 429 is met once the final project costs are in.

The letter accompanying the notice for the public hearing acknowledged the estimated per-policy assessment amount and the appraiser's recommended special benefit amount (assessment cap). The per-policy amount and assessment cap are both provided in the preliminary assessment roll. The final assessment amount is adopted by Council following the assessment hearing.

The City received an email from 5970 Asher Avenue objecting to the cost of the project (attached). The City also received a letter from 59th Court residents objecting to the recommended street improvement method and the estimated assessment (attached). Staff has reviewed the option of removing 59th Court from the project and concluded that the estimated assessable percentage reduces by 0.6 percent (to 21.2 percent).

The neighborhood's request raises the same issues that resulted in the original, larger, project being split into smaller projects. Due to the cost, residents do not support the technical recommendation for the type of project (reconstruction vs. mill and overlay, curb and gutter vs. ditches for storm water management, surmountable curb vs. vertical-face curb for ease of snow and ice control). Staff will discuss the City's street standards at the March study meeting.

Funding

A multi-faceted funding package has been prepared in the feasibility report which includes the pavement management fund, utility funds and special assessments.

City Project No. 2016-09D – 60th Street Area Reconstruction

Proposed Assessment	\$ 504,192
Pavement Management Fund.....	1,803,808
(DCSWCD Grant Funds – application and approval pending) _____	--- ...
Total	\$2,308,000

City Project No. 2016-10 – 60th Street Area Utility Improvements

Water Fund	\$133,000
Sewer Fund.....	<u>111,000</u>
Total	\$244,000

Note: Asher Avenue cul-de-sac extension costs include \$134,000 for the street, \$39,000 for the utilities, and easement costs. The costs are split between the two projects based on the purpose (street or utility).

Land Acquisition

The City Attorney and staff will be working with property owners on Asher Avenue cul-de-sac extension, 63rd Street cul-de-sac and necessary permanent easements, temporary easements or right-of-way. Staff will complete easement negotiations and bring to Council a request for filing condemnation proceedings by March if necessary.

Schedule

If ordered, plans would be prepared in February, bids received in March, an assessment hearing held in May, a contract awarded in May, and construction started in May or June of 2016.

Public Information Meeting (2016-09D and 2016-10)

An informational meeting was held with the neighborhood on January 12, 2016 at City Hall. Staff and consultant presented the project, responded to questions, and received input from the 13 properties represented. The following reflects comments and responses unique to the project:

- Several 59th Court residents expressed frustration over the \$9000 assessment amount and concern that the project was proposed as a reconstruction instead of mill and overlay. They gave the impression they may request to be removed from the project and may object to the assessment.
- Residents from the project, except 59th Court, generally agreed the proposed improvements are necessary; however, expressed the \$9,000 assessment cap seems high.
- A resident inquired about the status of the 62nd Street and Bacon Avenue neighborhood street improvements.

- A resident from 5851 Asher Avenue discussed the proposed Asher Street extension that would impact his property, requiring a land acquisition agreement with the City. The street extension would allow direct access to a vacant lot that the individual owns.
- 63rd Court residents inquired about a solution to the steep driveway grades and cul-de-sac needs. Staff believed solutions are available as long as temporary construction easements are granted by residents.
- The vacant lot west of 1715 60th Street was discussed with residents as being undevelopable due to wetland, storm pond and drainage easements taking up the entire parcel.
- Residents inquired about the City's 50-year street design life. Staff shared the results of the life-cycle costs analysis showing the reconstruction method has lower annual costs.
- Residents were concerned about boulevard and yard tree loss. Staff informed residents they would be notified of City boulevard trees to be removed with an opportunity to discuss with staff.
- Residents inquired about the irrigation replacement policy for construction projects. Irrigation systems will be replaced in-kind and residents may utilize their private irrigation contractor and get reimbursed.
- Residents inquired about the sewer and water rehabilitation. Staff explained there is hydrant, valve and manhole rehabilitation planned and there would be sewer main and service extensions in the cul-de-sac.
- It was noted that this project is being coordinated with the 65th trunk watermain improvements being extended from 63rd Court westerly to loop the trunk water main and connect with new development.

I recommend passage of the resolution ordering projects, approving plans and specifications, authorizing advertisement for bids, and authorizing City Attorney to complete easement negotiations for the 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction and the 2016 Improvement Program, City Project No. 2016-10 – 60th Street Area Utility Improvements.

SWD/kf

Attachments: Resolution
Preliminary Assessment Roll
Project Map
Email from owners of 5970 Asher Avenue
Letter from 59th Court residents

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Awarding a Contract to Duinick Golf for the 2016 Inver Wood Golf Course Improvement Project

Meeting Date: February 22, 2016
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Joe Lynch/Kristi Smith
 Matt Moynihan/Joel Metz

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve the 2016 Inver Wood Golf Course Improvement project and award a bid to Duinick Golf in the amount of \$2,195,700 and establish a project budget of \$2,486,700. The project shall be funded with \$1,000,000 from the Host Community Fund and \$1,486,700 from Golf Course revenues. The recommended project includes:

Items	Description	Amount
Course and Driving Range improvements	Bunker work and driving range improvements	\$954,000
Installation of a Toro irrigation system	HDPE pipe and Toro parts/controllers	\$1,130,000
Alternate 2	City staff to remove trees	(\$3,000)
Alternate 9	Add flexible irrigation heads	\$16,700
Alternate 10	Add irrigation around clubhouse and entrance to property along 70 th	\$98,000
Sub Total	Contract with Duinick Golf	\$2,195,700
Topsoil	City purchase topsoil	\$75,000
Move electrical service/irrigation pump	City coordinate with Xcel/Pump Contractor	\$20,000
SWPPP/Storm Water Items	City staff coordinate	\$60,000
Architect	Contract administration/field observation/inspection	\$26,000
Miscellaneous	Ball dispenser/miscellaneous trees	\$35,000
Contingency	3% of project total	\$75,000
Project Total		\$2,486,700

SUMMARY

Inver Wood Golf Course opened to the public in 1992 making the property and the improvements to the course in excess of 25 years old. Over the history of the course, Inver Wood has provided many opportunities for the community to enjoy the game of golf, take a lesson, participate in a league, raise money for the BEST Foundation, and has provided for over 1,300,000 rounds of golf.

Irrigation

The existing irrigation technology at Inver Wood is no longer supported in the industry and much of the underground infrastructure is causing increased maintenance costs due to brittle pipe and defective valves.

New technology in irrigation systems will not only bring Inver Wood's system up to date, but will also lower maintenance costs. New "best practices" in golf course irrigation will be utilized to provide for less water to be used which in turn acts as a natural resource conservation measure.

Bunkers

Inver Wood has 66 bunkers all of which have outlived their 10-15 year useful life. The proposed bunker work will:

- Remove bunkers that are not needed reducing overall maintenance costs and speeding up play
- Resizing bunkers to reduce maintenance costs and provide for an improved player's experience
- Incorporate irrigation improvements along with EC Design while improving drainage issues

Driving Range

With the technological advancement in golf equipment, many golfers using the Inver Wood driving range are capable of driving a golf ball outside of the current boundary nets. The main issues at the driving range include:

- The existing grass tee is large enough to support practice, however, the increase in golf technology has reduced the useable size of the grass tee area due to safety reasons
- With golfers using a smaller grass tee area, golf course maintenance staff cannot keep the turf in acceptable condition for golfers to practice from
- Golf course management is forced to use the artificial mat line for practice which is not what customers want, which has decreased the revenue generated at the driving range

An improved driving range will increase customer satisfaction and provide for safer conditions for golfers, motorists, pedestrians, and adjacent property owners. Inver Wood's driving range generates approximately \$100,000 annually. With an improved/enlarged driving range natural grass tee area, the revenue generated by the range should increase by an estimated \$25,000 - \$50,000 annually (net of expenses) helping to generate additional revenue to pay for operations and capital investments at Inver Wood.

Project Financing

Recommended funding of the \$2,486,700 project is as follows:

- City to pay for initial investment with a interest free loan from the Capital Equipment Fund
- Host Community Fund will pay \$100,000/year for 10-years for a total of \$1,000,000 back to the Capital Equipment Fund
- Inver Wood golf revenue will pay \$59,468/year for 25-years for a total of \$1,486,700 back to the Capital Equipment Fund

The Golf Course Sub-Committee met on Tuesday, February 2nd, and is recommending approval. The Park and Recreation Commission reviewed this item at their February 10, 2016 meeting and is recommending approval.

Inver Wood Golf Course

2016 Improvement Projects

Irrigation – Golf Course (Bunkers) - Driving Range

City Council Meeting

February 22, 2016

City Mission/Values

The City Mission:

The mission of the City of Inver Grove Heights is to provide services and facilities that enhance the quality of life in our vibrant community.

The City Values:

- Ethical decisions by doing the right thing
- Engaged people by delivering collaborative results
- Excellence by setting high standards and exceeding expectations

Framing Decisions:

- Ability to remain fiscally stable
- Improve or stabilize operational efficiencies
- Improve customer service
- Staying attentive to our regulatory environment



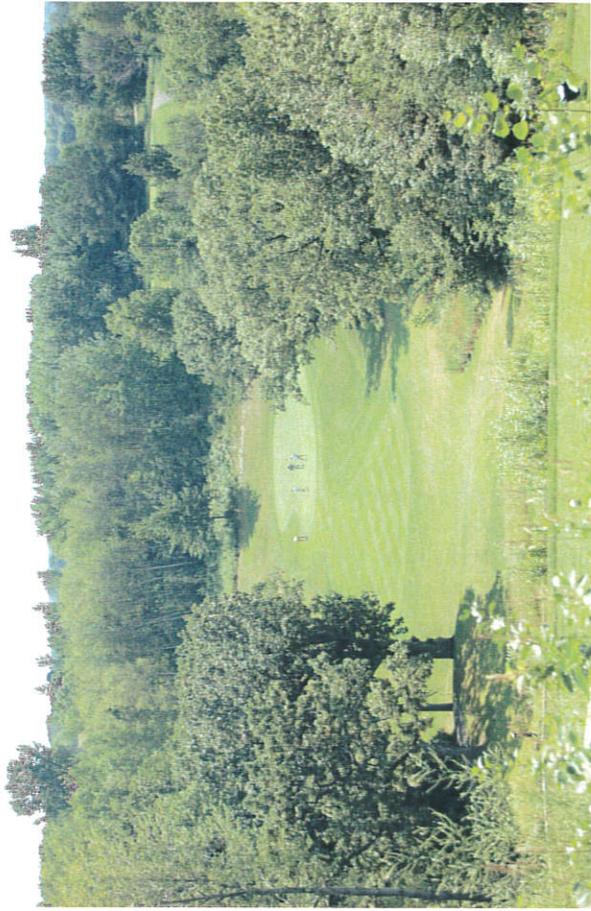
Brief History

- Inver Wood opened 1992
 - 18-hole Championship
 - 9-hole Executive
 - 18-hole Foot Golf
 - 40-station Practice Range
- Improvements are 25+ years old
- 1,300,000 + rounds of golf played



Inver Wood Community Asset

Recreational	A game for all ages and individuals – Youth, Adults, Families, and Seniors
Social	Provides regular social interaction for a large variety of people
Economic	An additional means to attract community development and increase property values
Environmental	Green space protected and conserved



Golf Course Improvements

- Reduce number of bunkers on the course speeding up play
- New bunkers easier to maintain allowing maintenance staff to improve course
- Increase the size of tee box on Championship Hole #17



Irrigation System

- Existing irrigation system is not supported in the industry
- 40-50 issues annually increasing maintenance costs
- Critical to the success and viability of the golf course



Project Investment Overview

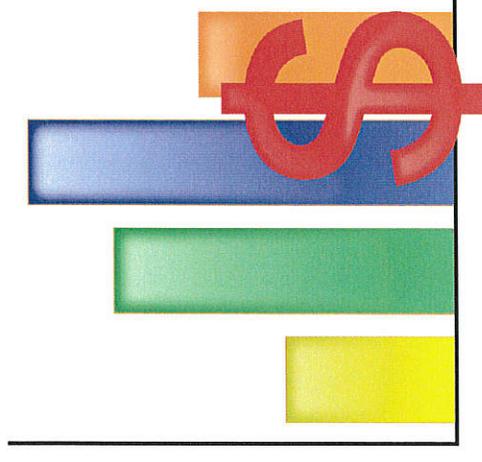
Inver Wood Improvement Project(s)

Irrigation/Bunkers/Range	\$2,195,700
Storm Water Issues (est.)	\$60,000
Top Soil	\$75,000
Electric/Pump	\$20,000
Architect	\$26,000
Miscellaneous (est.)	\$35,000
Contingency	\$75,000
Total Project	\$2,486,700



Inver Wood Golf Course Improvement Financing

- Funded Internally from Central Equipment Fund
 - Central Equipment Fund Balance \$12,500,000
 - Interest Free
- City Contribution
 - \$1,000,000 Host Community Fund
 - \$100,000 x 10 years
 - Back into Central Equipment Fund



- Inver Wood Contribution
 - \$1,486,700
 - \$59,468 x 25 years
 - Back into Central Equipment Fund

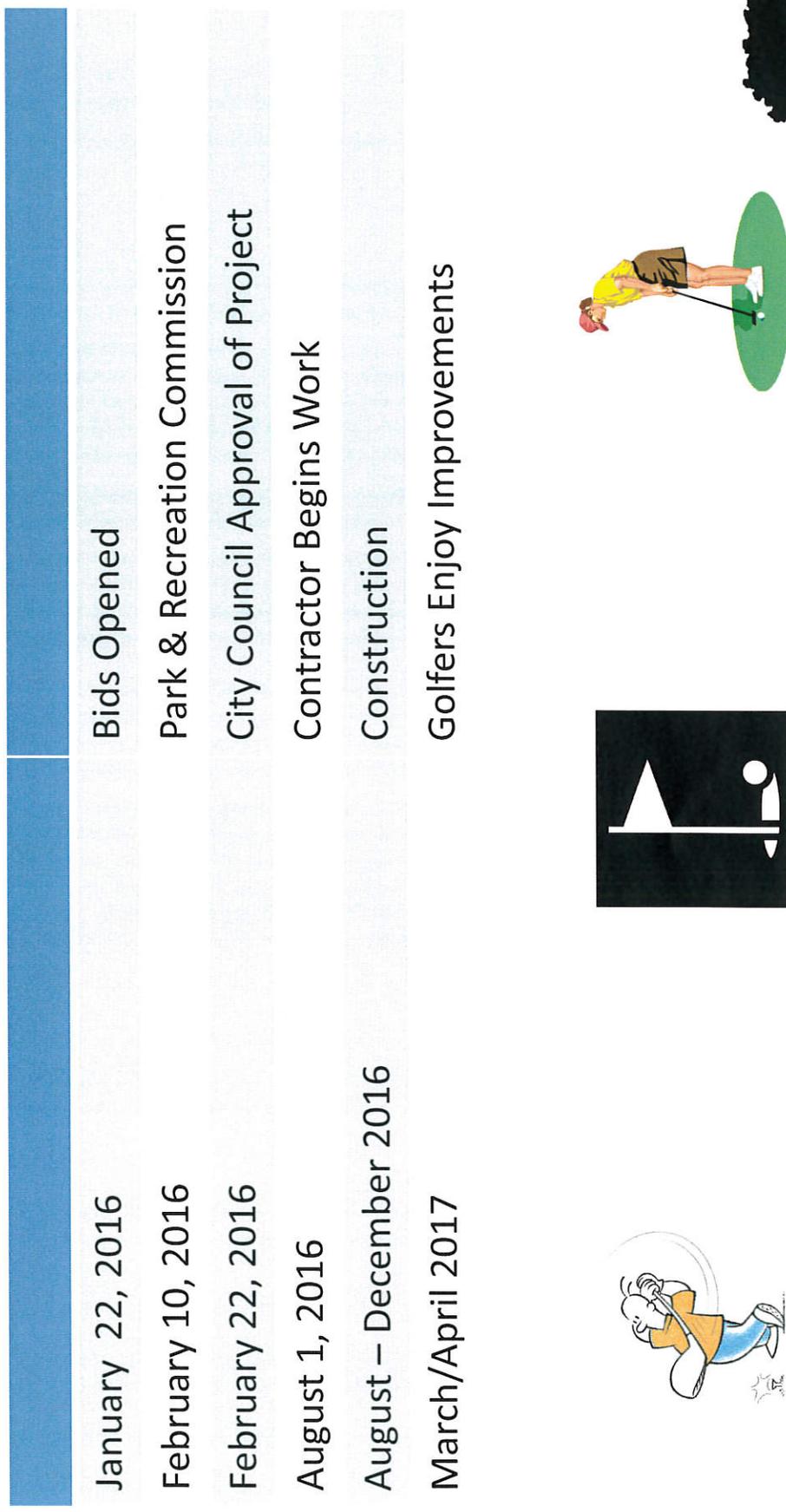


Golf Course Cash Flow

	2015	2016	2017	2018	2019	2020	2021	2022	2023
Operating Revenue	1,534,100	1,604,100	1,649,100	1,694,100	1,694,100	1,724,100	1,754,100	1,784,100	1,814,100
Full Service Alcohol	40,000								
Annual Rate Increases	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Driving Range Increase		15,000		15,000					
HCF Transfer (Capital)	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Total Revenue	1,704,100	1,749,100	1,794,100	1,794,100	1,824,100	1,854,100	1,884,100	1,914,100	1,944,100
<i>Based on 50,000 rounds</i>									
Operating Expenses	1,416,100	1,444,422	1,444,422	1,473,310	1,502,777	1,532,832	1,563,489	1,594,759	1,626,654
Depreciation	NA								
Capital Project(s)		703,800		62,424	159,181	151,541	193,214		
Capital Equipment	30,800	30,800		50,000	50,000	50,000	60,000	60,000	60,000
Golf Cart Lease	29,600			35,000	35,000	35,000	35,000	35,000	35,000
2013 Operating Debt	26,000								
2016 Improvement Project				159,468	159,468	159,468	159,468	159,468	159,468
Total Expenses	1,502,500	2,179,022	2,179,022	1,780,202	1,906,426	1,928,841	2,011,171	1,849,227	1,881,122
Net Operation Gain/(Loss)	201,600	(429,922)	(429,922)	13,898	(82,326)	(74,741)	(127,071)	64,873	62,978
Forecasted Cash Balance	400,000	601,600	171,678	185,576	103,250	28,509	(98,562)	(33,689)	29,290



Time Line



Summary

- Investment of golf course improvements maintains Inver Wood as a viable golf asset in the City of Inver Grove Heights
- Project investment of \$2,486,700
 - Driving Range
 - Bunkers
 - Irrigation System
- City's contribution is \$1,000,000
- Inver Wood contribution is \$1,486,700
- Construction in August – December 2016
- Golfers enjoy improvements beginning in 2017



**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
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*KORINE L. LAND
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DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

TO: Inver Grove Heights Mayor and Council
FROM: Timothy J. Kuntz, City Attorney
DATE: February 16, 2016
RE: Ordinance Amendment Related to Restaurant Definition / Inver Wood Golf Course; February 22, 2016 Council Meeting (First Reading)

Section 1. Background. By special law, enacted as *Laws of Minnesota 2015, Chapter 9, Article 2, Section 10*, the legislature provided that the City could issue an on-sale intoxicating liquor license for the Inver Wood Golf Course. That complex comprises the clubhouse, the golf course (18 holes), the executive course (9 holes) and the driving range. The City implemented the law and issued an intoxicating liquor license for the complex. The license allows sale of intoxicating liquor all days of the week except Sunday. By operation of law, under Minn. Stat. § 340A.403, Subd. 3, the City can also sell 3.2% malt liquor on Sunday under the auspices of the intoxicating liquor license.

The golf course would like to sell intoxicating liquor on Sunday.

Section 2. Ordinance Changes. To sell intoxicating liquor on Sunday, the complex has to have a restaurant which meets the State and City definitions of a “restaurant”. A Sunday intoxicating liquor license can be issued to a restaurant. There are three definitions of restaurant.

Minn. Stat. 340A.101, Subd. 25 defines a restaurant as:

"Restaurant" is an establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly prepared on the premises and served at tables to the general public, and having a minimum seating capacity for guests as prescribed by the appropriate license issuing authority.

Inver Wood management indicates that the restaurant at Inver Wood meets this definition.

The second definition is found in Minn. Stat. § 340A.504, Subd. 3. This statute states that a restaurant with a seating capacity for at least 30 persons and which holds an on-sale intoxicating liquor license may obtain a Sunday on-sale license.

Inver Wood management indicates that the restaurant at Inver Wood meets this definition also.

The third definition is found in Section 4-1-2 of the Inver Grove Heights City Code. This particular section defines a restaurant as follows:

RESTAURANT: An establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly served at tables to the general public and which also meets the following requirements:

- A. Seating capacity for at least fifty (50) guests;
- B. At least seven hundred fifty (750) square feet of seating area for guests;
- C. Has a printed menu for each guest at the table;
- D. Prepares and serves hot meals on the site of the establishment;
- E. Has on the site a conventional stove, oven or grill for preparation of hot meals and not just a microwave oven; and
- F. Has a valid health department restaurant license.

Inver Wood management indicates that the restaurant at Inver Wood Golf Course meets all elements of this definition except subpart E relating to having “on the site a conventional stove, oven or grill for preparation of hot meals and not just a microwave oven.” The restaurant at Inver Wood does not have a conventional stove, oven or grill, it has a convection oven.

Inver Wood management requests that the Council modify the definition of restaurant to include a convection oven.

Section 3. Other Cities. The cities of Duluth, Golden Valley and Becker received authorization to sell intoxicating liquor at their respective golf courses at or about the same time the City of Inver Grove Heights received such authority. Each of the three cities also has a restaurant at the golf course. Based on a survey by Inver Wood management, each of the three cities has proceeded to issue a Sunday on-sale intoxicating liquor license to the restaurant. We checked with the State Division of Alcohol and Gambling Enforcement and were informed that as long as the restaurant at Inver Wood meets the State and City definitions of a restaurant, a Sunday on-sale intoxicating liquor license may be issued.

Such a license would allow the sale of intoxicating liquor on Sunday throughout the entire Inver Wood complex. Minn. Stat. § 340A.101, Subd. 15 states that when a restaurant is located on a golf course, the licensed premises means the entire golf course except for areas where motor vehicles are regularly parked or operated.

Section 4. Council Action. The Council is asked to consider the first reading of the attached *Ordinance Amending Inver Grove Heights City Code, Title 4, Chapter 1, Section 2 Related To The Definition Of A Restaurant* at the February 22, 2016 Council meeting.

Attachment

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 4, CHAPTER 1, SECTION 2 RELATED TO THE DEFINITION OF A
RESTAURANT**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. The definition of a Restaurant found in Title 4, Chapter 1, Section 2 of the Inver Grove Heights City Code is hereby amended as follows:

RESTAURANT: An establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly served at tables to the general public and which also meets the following requirements:

- A. Seating capacity for at least fifty (50) guests;
- B. At least seven hundred fifty (750) square feet of seating area for guests;
- C. Has a printed menu for each guest at the table;
- D. Prepares and serves hot meals on the site of the establishment;
- E. Has on the site a conventional or convection stove, oven or grill for preparation of hot meals and not just a microwave oven; and
- F. Has a valid health department restaurant license.

Section Two. Effective Date. This Ordinance shall be effective from and after its passage and publication according to law.

Passed in regular session of the City Council on the ____ day of March, 2016.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Michelle Tesser, City Clerk

**LEVANDER,
GILLEN &
MILLER, P.A.**

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◻ALSO ADMITTED IN OKLAHOMA

TO: Inver Grove Heights Mayor and Council
FROM: Timothy J. Kuntz, City Attorney
DATE: February 18, 2016
**RE: Ordinance Amendment Related to Criminal History Investigation;
February 22, 2016 Council Meeting (First Reading)**

Section 1. Background. The City conducts criminal background checks for employment and for certain types of licenses. Currently, only the Police Department is authorized by the City Code to conduct these checks. To provide greater efficiency and flexibility, the Administration Department seeks to broaden this authorization to the City Clerk and to a background screening company as may be determined and selected by the City Administrator. The Clerk and background screening company under State law, will not have access to the Bureau of Criminal Apprehension database but will have the opportunity to avail other databases for criminal histories.

Section 2. Ordinance Changes. The attached ordinance authorizes the City Administrator to select which person or entity will conduct the background check. The eligible selections are the Police Department, the City Clerk or a background screening company.

Section 3. Council Action. The Council is asked to consider the first reading of the attached *Ordinance Amending Inver Grove Heights City Code, Title 1, Chapter 6, Article A, Section 5(J) and Title 1, Chapter 10, Section 1 and Title 1, Chapter 10, Section 2 Related To Criminal History Investigation* at the February 22, 2016 Council meeting.

Attachment

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 1, CHAPTER 6, ARTICLE A, SECTION 5(J) AND TITLE 1, CHAPTER 10,
SECTION 1 AND TITLE 1, CHAPTER 10, SECTION 2 RELATED TO
CRIMINAL HISTORY INVESTIGATION**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 1, Chapter 6, Article A, Section 5(J) of the Inver Grove Heights City Code is hereby amended as follows:

J. Criminal History Investigation: A final applicant for a city position will be subject to a criminal history investigation. The city administrator shall determine and select whether the police department, the city clerk or a background screening company shall conduct the investigation. As selected by the city administrator, the police department, the city clerk and the background screening company are authorized ~~The city police department is authorized~~ to conduct a criminal history background investigation on applicants who are finalists for city employment. Before the investigation is undertaken, the finalist must authorize the police department, the city clerk or a background screening company in writing to undertake the investigation and to release the information to the ~~city administrator~~ Human Resources Manager and other city staff as appropriate. No person shall be disqualified from employment with the city solely or in part because of prior conviction of a crime or crimes, unless the crime or crimes for which convicted directly relate to the position of employment sought. In determining if a conviction directly relates to the position of public employment sought, the hiring authority shall consider the requirements of Minnesota statutes chapter 364. Should the city reject the finalist's request for employment due partially or solely to the applicant's prior conviction of a crime, the ~~city administrator~~ Human Resources Manager shall notify the finalist in writing of the following:

1. The grounds and reasons for the denial;
2. The applicable complaint and grievance procedure set forth in Minnesota statutes section 364.06;
3. The earliest date the applicant may reapply for employment; and

4. That all competent evidence of rehabilitation will be considered upon reapplication.

Section Two. Amendment. Title 1, Chapter 10, Section 1 of the Inver Grove Heights City Code are hereby amended as follows:

1-10-1: CRIMINAL HISTORY FOR EMPLOYMENT BACKGROUND INVESTIGATIONS:

A. Purpose: The purpose and intent of this section is to establish regulations that will allow law enforcement to access Minnesota's computerized criminal history information for the specific noncriminal purpose of employment background investigations for applicants who apply for city employment for the positions described in subsection B of this section.

B. Background Investigation Required: Unless the city administrator has selected the city clerk or a background screening company, ~~the~~ the city's police department is hereby required, as the exclusive entity within the city, to do a criminal history background investigation on the applicants for all regular part time or regular full time employment, seasonal/temporary employment, benefited or nonbenefited employment, and paid on call firefighters, as well as all volunteer positions with the parks and recreation department with the city unless the council concludes that a background investigation is not needed. The city may, at the discretion and direction of the council, conduct a criminal history background investigation on the applicant's independent contractor positions and volunteer positions other than those with the parks and recreation department with the city. For the purposes of this section, "volunteer" does not include commission members.

C. BCA Data: In conducting the criminal history background investigation in order to screen employment applicants, the police department is authorized to access data maintained in the Minnesota bureau of criminal apprehension computerized criminal history information system (BCA data) in accordance with BCA policy. Any BCA data that is accessed and acquired shall be maintained at the police department under the care and custody of the police chief or the police chief's designee. A summary of the results of the BCA data may be released by the police department to the council, including the council, the city administrator, the city attorney or other city staff involved in the hiring process.

D. Written Authorization: Before the investigation is undertaken, the applicant must authorize the police department or the city clerk or the background screening company by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minnesota statutes chapter 13 regarding the collection, maintenance and use of the information. Except for the positions set forth in Minnesota statutes section 364.09, the city will not reject an applicant for employment on the basis of the applicant's prior conviction unless the crime is directly related to the position of employment sought and the conviction is for a

felony, gross misdemeanor, or misdemeanor punishable by jail. If the city rejects the applicant's request on this basis, the city shall notify the applicant in writing of the following:

1. The grounds and reasons for the denial.
2. The complaint and grievance procedure set forth in Minnesota statutes section 364.06.
3. The earliest date the applicant may reapply for employment.
4. That all competent evidence of rehabilitation will be considered upon reapplication. (Ord. 1216, 7-26-2010)

Section Three. Amendment. Title 1, Chapter 10, Section 2 of the Inver Grove Heights City Code are hereby amended as follows:

1-10-2: CRIMINAL HISTORY FOR LICENSE BACKGROUND INVESTIGATIONS:

A. Purpose: The purpose and intent of this section is to establish regulations that will allow law enforcement to access Minnesota's computerized criminal history information for the specific noncriminal purpose of licensing background investigations for the licenses described in subsection B of this section.

B. Background Investigation Required: Unless the city administrator has selected the city clerk or a background screening company, ~~the~~ the city's police department is hereby required, as the exclusive entity within the city, to conduct a criminal history background investigation on the applicants for the following licenses or permits within the city:

1. Alcoholic beverages. (Ord. 1251, 2-13-2012)
2. Massage therapist.
3. Therapeutic massage business. (Ord. 1293, 5-26-2015)
4. Pawnbrokers/precious metal dealers.
5. Peddlers.
6. Solicitors.
7. Canada goose hunt permits.
8. Motor vehicle sales.

~~9. Rubbish haulers.~~

109. Adult use businesses.

~~11. Automobile service stations. (Ord. 1251, 2-13-2012)~~

~~12. Body art establishments. (Ord. 1284, 10-13-2014)~~

~~13~~10. Charitable gambling premises permits.

C. BCA Data: In conducting the criminal history background investigation in order to screen license applicants, the police department is authorized to access data maintained in the Minnesota bureau of criminal apprehension computerized criminal history information system (BCA data) in accordance with BCA policy. Any BCA data that is accessed and acquired shall be maintained at the police department under the care and custody of the police chief or the police chief's designee. A summary of the results of the BCA data may be released by the police department to the council, city administrator, city attorney, city clerk or other city staff involved in the license approval process.

D. Written Authorization: Before the investigation is undertaken, the applicant must authorize the police department or city clerk or background screening company by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minnesota statutes chapter 13 regarding the collection, maintenance and use of the information. Except for the positions set forth in Minnesota statutes section 364.09, the city will not reject an applicant for a license on the basis of the applicant's prior conviction unless the crime is directly related to the license sought and the conviction is for a felony, gross misdemeanor, or misdemeanor punishable by jail. If the city rejects the applicant's request on this basis, the city shall notify the applicant in writing of the following:

1. The grounds and reasons for the denial.
2. The complaint and grievance procedure set forth in Minnesota statutes section 364.06.
3. The earliest date the applicant may reapply for the license.
4. That all competent evidence of rehabilitation will be considered upon reapplication. (Ord. 1251, 2-13-2012)

Section Four. Effective Date. This Ordinance shall be effective from and after its passage and publication according to law.

Passed in regular session of the City Council on the ____ day of March, 2016.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Acceptance of Community Solar Garden (CSG) Subscriptions with SolarStone Partners

Meeting Date: February 22, 2016
 Item Type: Regular Agenda
 Contact: Eric Carlson 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson

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

It is recommended that the Council accept the ten (10) tickets that were offered to the City of Inver Grove Heights through the Metropolitan Council RFP for Community Solar Gardens (CSG). Direct staff and the City Attorney to review contracts with SolarStone Partners and bring them to a future City Council meeting for approval.

SUMMARY

On July 13, 2015 the City Council authorized staff to submit a Letter of Intent (LOI) to participate in the collaborative RFP administered by the Metropolitan Council. Our LOI does not bind the City to participate in any subscription agreements or otherwise commit financial resources to a community solar garden (CSG).

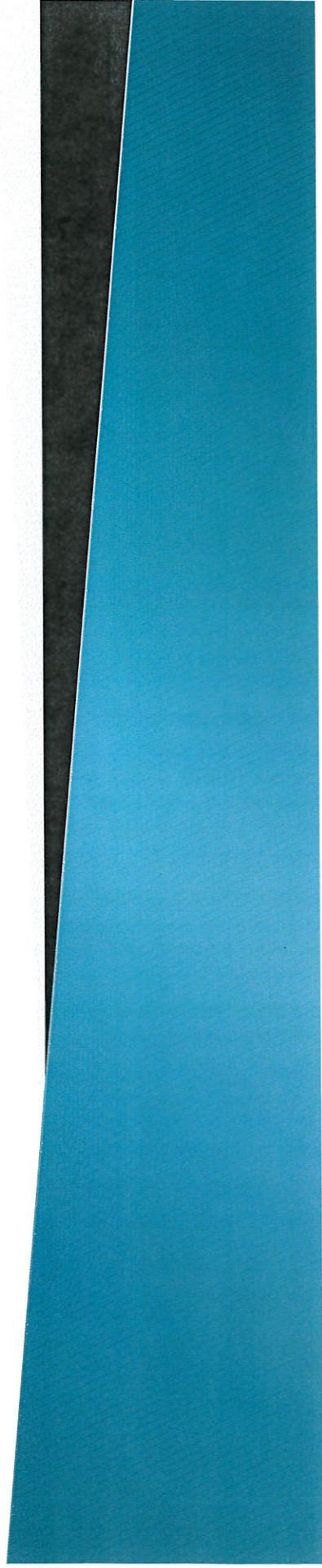
The City of Inver Grove Heights uses approximately 8,000,000 kWh of electricity each year city wide with 98% of our energy coming from Xcel Energy and 2% coming from Dakota Electric. The City Council recently approved an energy efficiency project with Apex at the Veterans Memorial Community Center that should reduce our energy usage by approximately 1,000,000 kWh annually representing 13% of our usage. The Council also approved a project with Apex/New Partners Equity to install solar panels on the roof of the VMCC/Grove and City Hall. These panels should generate approximately 796,000 kWh annually representing 10% of our usage.

The Met Council conducted a lottery and the City of Inver Grove Heights was awarded ten (10) tickets. Each ticket represents a subscription to one (1) 200kW CSG located in Goodhue or Rice County with SolarStone Partners as the operator of the CSG. The starting rate for each ticket is \$0.1222/kWh with a 1% increase each year. The term of the agreement is 25-years.

The financial benefit/risks to the City of Inver Grove Heights for signing a contract(s) with SolarStone Partners is based on a few variables outlined in the PowerPoint presentation.

Consider Acceptance of Community Solar Garden (CSG) Subscriptions with SolarStone Partners

Metropolitan Council RRP



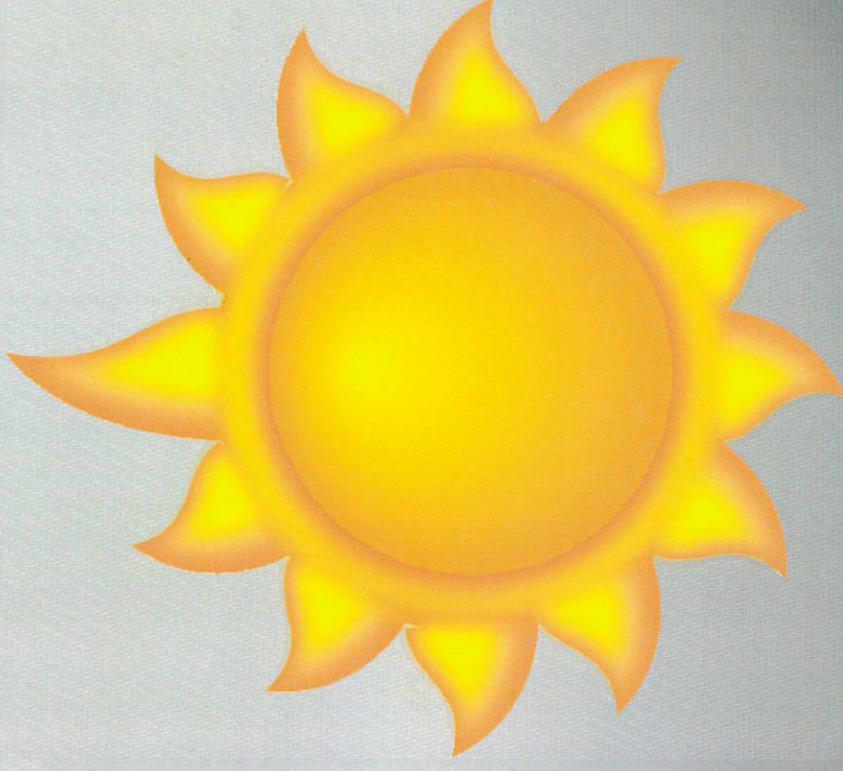
Agenda

- ▶ Review of Community Solar Garden(s)
- ▶ Inver Grove Electricity Usage
- ▶ Community Solar Gardens (CSG)
- ▶ Metropolitan Council RFP Results
- ▶ Xcel Rate History
- ▶ CSG Risk(s)
- ▶ Energy Data for Xcel Energy Service Area
- ▶ Council Discussion/Direction



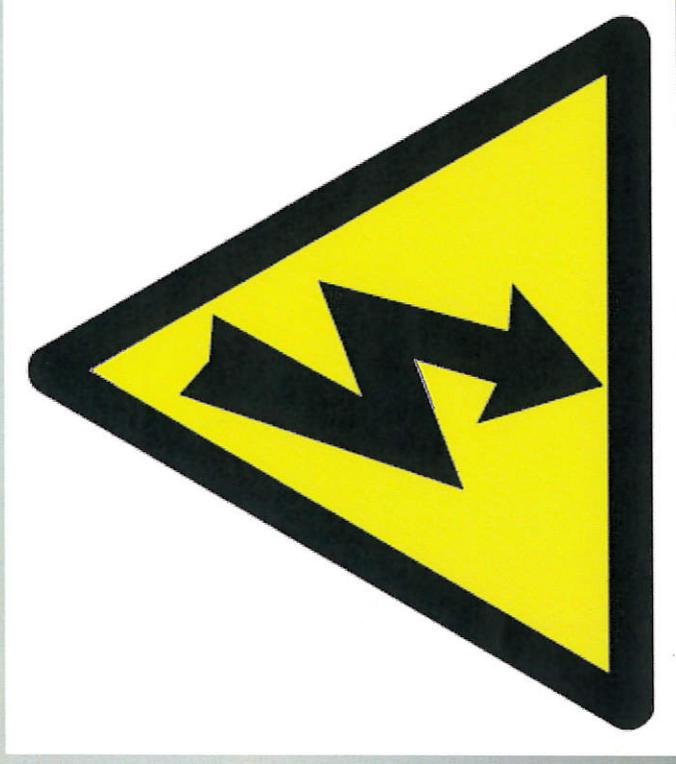
Inver Grove Heights Electricity Usage

- ▶ City wide averaged 8,000,000 kWh
- ▶ 98% Xcel
- ▶ 2% Dakota Electric
- ▶ Estimated energy load decrease of 1,000,000 kWh with energy efficiency projects at VMCC/Grove (13%)
- ▶ Estimated solar production on City Hall and VMCC/Grove 796,000 kWh (10%)



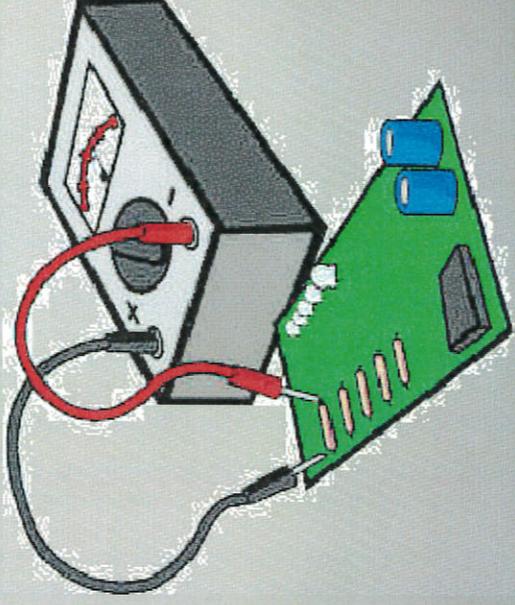
Xcel Energy History

- ▶ Experiencing a decline in sales/revenues
- ▶ Several drivers exist for Xcel to increase rates
 - Upgrade to power grid
 - Investment in cleaner energy
 - Higher property taxes
 - COLA
- ▶ Rate increases trending towards rate of inflation after 2016
- ▶ Revenue challenges will remain or increase with emerging energy efficiencies

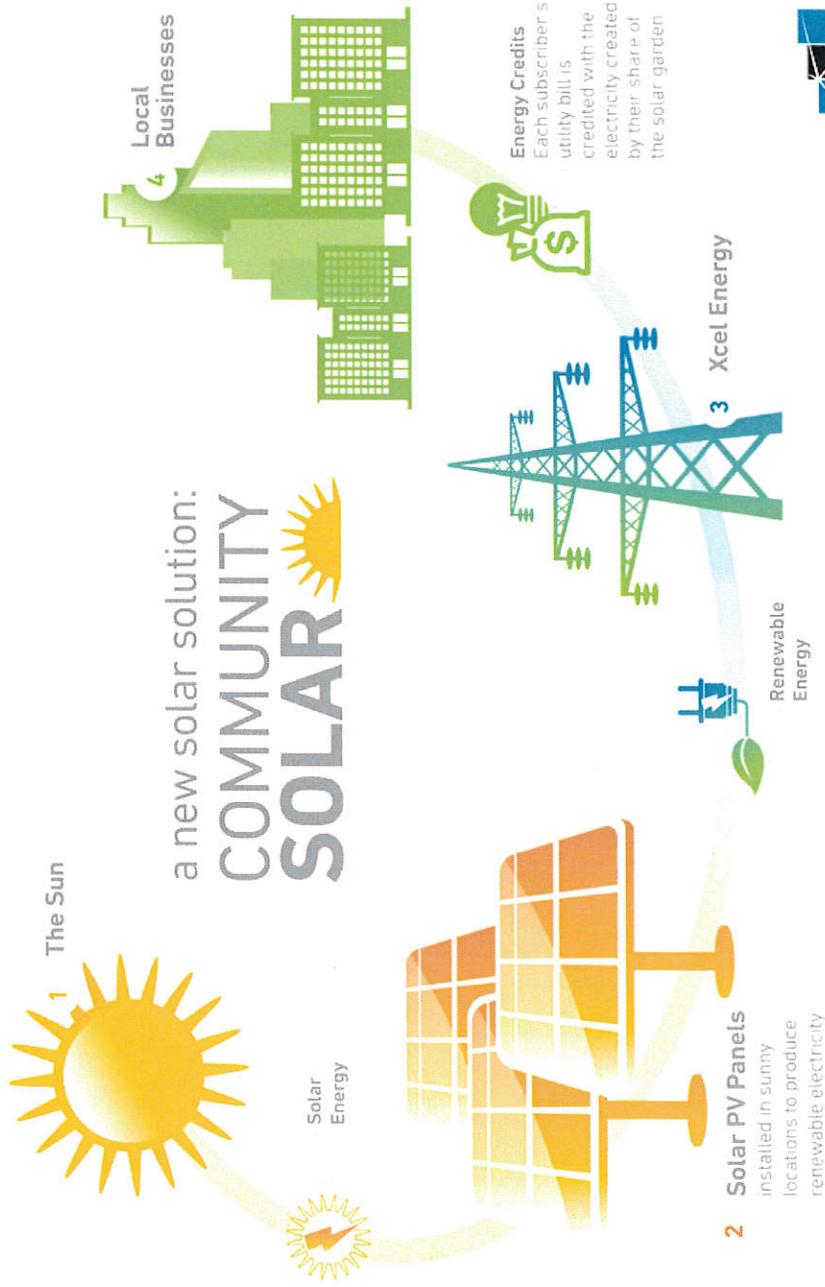


Xcel Energy History

- ▶ November 2015 rate increase request to MN PUC
- ▶ 9.8% over the next three years
 - 2016 - 6.4%
 - 2017 - 1.7%
 - 2018 - 1.7%
- ▶ Interim increase for 2016 - 5.5%
- ▶ Average increase over last 10-years - 4.3%



Community Solar Garden Concept



Government Entities with Tickets

- ▶ Bayport
- ▶ Brooklyn Center
- ▶ Burnsville
- ▶ Chanhassen
- ▶ Columbia Heights
- ▶ Edina
- ▶ Falcon Heights
- ▶ Farmington
- ▶ Hugo
- ▶ Inver Grove Heights
- ▶ Mahtomedi
- ▶ Maplewood
- ▶ Minneapolis
- ▶ Robbinsdale
- ▶ Rogers
- ▶ Rosemount
- ▶ Roseville
- ▶ St. Paul
- ▶ St. Anthony
- ▶ Stillwater
- ▶ Waconia
- ▶ Hennepin County
- ▶ Met Council
- ▶ Ramsey County
- ▶ St. Paul Regional Water
- ▶ Three Rivers Park District
- ▶ Washington County

Metropolitan Council RFP

- ▶ Inver Grove Heights submitted letter of interest for 10 tickets (200kW each)
- ▶ 2,400,000 kWh represents approximately 30% of our average load
- ▶ Non-binding, no financial obligation
- ▶ Lottery process to allocate space



Metropolitan Council RFP

- ▶ Met Council / Minneapolis / Ramsey County
- ▶ Geronimo, SolarStone Partners, Sun Share, US Solar and TruNorth Solar
- ▶ Inver Grove Heights - 10 total tickets from SolarStone Partners
- ▶ 200 (kW) garden per ticket
- ▶ Gardens located in Rice and Goodhue Counties
- ▶ Starting rate \$0.122/kWh with 1% annual increase



Variables to Consider in 1 Ticket

200 kW	Starting Rate	Escalator	Starting Bill Credit	REC Payment	Panel Degradation	Rate Increase	25-Year Savings	25-Year Net Present Value
1	\$0.122	1%	\$0.09740	\$0.02	0.5%	0.00%	-\$157,670	-\$89,616
2	\$0.122	1%	\$0.09740	\$0.02	0.5%	1.00%	-\$61,721	-\$37,698
3	\$0.122	1%	\$0.09740	\$0.02	0.5%	1.70%	\$14,751	\$3,212
4	\$0.122	1%	\$0.09740	\$0.02	0.5%	2.00%	\$50,140	\$22,021
5	\$0.122	1%	\$0.09740	\$0.02	0.5%	2.65%	\$132,709	\$65,635
6	\$0.122	1%	\$0.09740	\$0.02	0.5%	3.00%	\$180,758	\$90,856
7	\$0.122	1%	\$0.09740	\$0.02	0.5%	4.00%	\$333,498	\$170,356
8	\$0.122	1%	\$0.09740	\$0.02	0.5%	4.30%	\$384,210	\$196,549

- ▶ Examples are for one 200kW ticket
- ▶ City can choose any number of tickets between 0 - 10
- ▶ Total risk/reward of CSG is dependent on the number of tickets selected
- ▶ Xcel could change their rates
- ▶ PUC could change the Bill Credit and/or the REC

Potential Risks

- ▶ 25-year term
- ▶ New technology developed
- ▶ PUC credits change
- ▶ Will Xcel rates go down
 - Who thought gas would be \$1.50/gallon
- ▶ Federal Tax Credit extended to 2020, could see other opportunities
- ▶ Cost of land for future CSG's may be more expensive
- ▶ City needs rates to increase approximately 1.7% annual for CSG to be neutral



Items for City Council Discussion

- ▶ Solar energy is a sustainable practice, some communities are pursuing CSG's even though there are risks, what do we want to do?
- ▶ Recommend committing to 10 tickets



Name: Example 1

Subscription Terms	Notes
Subscription Size (kW)*	200
Production Factor (kWh/kW Annually)	1,649 Met Council's assumption for kWh AC per kW AC
Expected Annual Production from	329,800 Row 3 x Row 4
Subscription in Year 1 (kWh)	\$0.1222 Find in subscription agreement
Starting rate paid to developer (\$/kWh)	\$ 0.09740 Determined by premise type (see footnotes on Welcome tab)
Starting Bill Credit rate (\$/kWh)	\$0.02 See footnotes on Welcome tab
REC Payment (\$/kWh)	1.00% Find in subscription agreement (if there is an escalator)
Subscription payment escalator	0.500% Industry Standard is .5%
Panel degradation factor	0.000% This affects the bill credit rate over time
Expected annual electricity price increase	4.000% Ask your Finance Director what rate to use here (Met Council uses 4%)
Discount Rate	

Year	Expected Annual Production (kWh)	Subscription Rate (\$/kWh)	Paid to Developer Annually	Bill Credit Rate	Bill Credit Rate w/ RECs	Received in Bill Credits Annually	Annual Savings (Simple)	Cumulative Savings (Simple)	Annual Savings (NPV)	Cumulative Savings (NPV)
1	329800	\$0.122	-\$40,302	\$0.09740	\$0.11740	\$38,719	-\$1,583	-\$1,583	-\$1,583	-\$1,583
2	328151	\$0.123	-\$40,501	\$0.09740	\$0.11740	\$38,525	-\$1,976	-\$3,559	-\$1,900	-\$3,483
3	326510	\$0.125	-\$40,702	\$0.09740	\$0.11740	\$38,332	-\$2,369	-\$5,928	-\$2,190	-\$5,674
4	324878	\$0.126	-\$40,903	\$0.09740	\$0.11740	\$38,141	-\$2,762	-\$8,691	-\$2,456	-\$8,129
5	323253	\$0.127	-\$41,105	\$0.09740	\$0.11740	\$37,950	-\$3,156	-\$11,846	-\$2,697	-\$10,827
6	321637	\$0.128	-\$41,309	\$0.09740	\$0.11740	\$37,760	-\$3,549	-\$15,395	-\$2,917	-\$13,744
7	320029	\$0.130	-\$41,513	\$0.09740	\$0.11740	\$37,571	-\$3,942	-\$19,337	-\$3,115	-\$16,859
8	318429	\$0.131	-\$41,719	\$0.09740	\$0.11740	\$37,384	-\$4,335	-\$23,672	-\$3,295	-\$20,154
9	316837	\$0.132	-\$41,925	\$0.09740	\$0.11740	\$37,197	-\$4,729	-\$28,401	-\$3,455	-\$23,609
10	315252	\$0.134	-\$42,133	\$0.09740	\$0.11740	\$37,011	-\$5,122	-\$33,524	-\$3,599	-\$27,208
11	313676	\$0.135	-\$42,342	\$0.09740	\$0.11740	\$36,826	-\$5,516	-\$39,040	-\$3,726	-\$30,934
12	312108	\$0.136	-\$42,551	\$0.09740	\$0.11740	\$36,641	-\$5,910	-\$44,949	-\$3,839	-\$34,773
13	310547	\$0.138	-\$42,762	\$0.09740	\$0.11740	\$36,458	-\$6,303	-\$51,253	-\$3,937	-\$38,710
14	308994	\$0.139	-\$42,973	\$0.09740	\$0.11740	\$36,276	-\$6,697	-\$57,950	-\$4,022	-\$42,732
15	307449	\$0.140	-\$43,186	\$0.09740	\$0.11740	\$36,095	-\$7,092	-\$65,042	-\$4,095	-\$46,828
16	305912	\$0.142	-\$43,400	\$0.09740	\$0.11740	\$35,914	-\$7,486	-\$72,528	-\$4,157	-\$50,984
17	304383	\$0.143	-\$43,615	\$0.09740	\$0.11740	\$35,735	-\$7,880	-\$80,408	-\$4,207	-\$55,191
18	302861	\$0.145	-\$43,831	\$0.09740	\$0.11740	\$35,556	-\$8,275	-\$88,682	-\$4,248	-\$59,440
19	301346	\$0.146	-\$44,048	\$0.09740	\$0.11740	\$35,378	-\$8,670	-\$97,352	-\$4,280	-\$63,719
20	299840	\$0.148	-\$44,266	\$0.09740	\$0.11740	\$35,201	-\$9,064	-\$106,416	-\$4,302	-\$68,021
21	298341	\$0.149	-\$44,485	\$0.09740	\$0.11740	\$35,025	-\$9,460	-\$115,876	-\$4,317	-\$72,339
22	296849	\$0.151	-\$44,705	\$0.09740	\$0.11740	\$34,850	-\$9,855	-\$125,731	-\$4,325	-\$76,663
23	295365	\$0.152	-\$44,926	\$0.09740	\$0.11740	\$34,676	-\$10,250	-\$135,981	-\$4,325	-\$80,988
24	293888	\$0.154	-\$45,149	\$0.09740	\$0.11740	\$34,502	-\$10,646	-\$146,627	-\$4,319	-\$85,308
25	292418	\$0.155	-\$45,372	\$0.09740	\$0.11740	\$34,330	-\$11,042	-\$157,670	-\$4,308	-\$89,616

Name: Example 2

Subscription Terms	Notes
Subscription Size (kW)*	200
Production Factor (kWh/kW Annually)	1,649 Met Council's assumption for kWh AC per kW AC
Expected Annual Production from Subscription in Year 1 (kWh)	329,800 Row 3 x Row 4
Starting Bill Credit rate (\$/kWh)	\$0.1222 Find in subscription agreement
REC Payment (\$/kWh)	\$0.09740 Determined by premise type (see footnotes on Welcome tab)
Subscription payment escalator	\$0.02 See footnotes on Welcome tab
Panel degradation factor	1.00% Find in subscription agreement (if there is an escalator)
Expected annual electricity price increase	0.500% Industry Standard is .5%
Discount Rate	1.0000% This affects the bill credit rate over time
	4.0000% Ask your Finance Director what rate to use here (Met Council uses 4%)

Year	Expected Annual Production (kWh)	Subscription Rate (\$/kWh)	Paid to Developer Annually	Bill Credit Rate	Bill Credit Rate w/ RECs	Received in Bill Credits Annually	Annual Savings (Simple)	Cumulative Savings (Simple)	Annual Savings (NPV)	Cumulative Savings (NPV)
1	329800	\$0.122	-\$40,302	\$0.09740	\$0.11740	\$38,719	-\$1,583	-\$1,583	-\$1,583	-\$1,583
2	328151	\$0.123	-\$40,501	\$0.09837	\$0.11837	\$38,845	-\$1,657	-\$3,240	-\$1,593	-\$3,176
3	326510	\$0.125	-\$40,702	\$0.09936	\$0.11936	\$38,972	-\$1,730	-\$4,970	-\$1,599	-\$4,775
4	324878	\$0.126	-\$40,903	\$0.10035	\$0.12035	\$39,099	-\$1,804	-\$6,773	-\$1,603	-\$6,379
5	323253	\$0.127	-\$41,105	\$0.10135	\$0.12135	\$39,228	-\$1,877	-\$8,650	-\$1,605	-\$7,983
6	321637	\$0.128	-\$41,309	\$0.10237	\$0.12237	\$39,358	-\$1,951	-\$10,601	-\$1,603	-\$9,587
7	320029	\$0.130	-\$41,513	\$0.10339	\$0.12339	\$39,489	-\$2,024	-\$12,625	-\$1,600	-\$11,187
8	318429	\$0.131	-\$41,719	\$0.10443	\$0.12443	\$39,621	-\$2,098	-\$14,723	-\$1,594	-\$12,781
9	316837	\$0.132	-\$41,925	\$0.10547	\$0.12547	\$39,754	-\$2,172	-\$16,895	-\$1,587	-\$14,368
10	315252	\$0.134	-\$42,133	\$0.10652	\$0.12652	\$39,887	-\$2,246	-\$19,141	-\$1,578	-\$15,946
11	313676	\$0.135	-\$42,342	\$0.10759	\$0.12759	\$40,022	-\$2,320	-\$21,461	-\$1,567	-\$17,513
12	312108	\$0.136	-\$42,551	\$0.10867	\$0.12867	\$40,158	-\$2,393	-\$23,854	-\$1,555	-\$19,067
13	310547	\$0.138	-\$42,762	\$0.10975	\$0.12975	\$40,294	-\$2,467	-\$26,321	-\$1,541	-\$20,608
14	308994	\$0.139	-\$42,973	\$0.11085	\$0.13085	\$40,432	-\$2,541	-\$28,863	-\$1,526	-\$22,135
15	307449	\$0.140	-\$43,186	\$0.11196	\$0.13196	\$40,571	-\$2,615	-\$31,478	-\$1,510	-\$23,645
16	305912	\$0.142	-\$43,400	\$0.11308	\$0.13308	\$40,710	-\$2,690	-\$34,168	-\$1,493	-\$25,139
17	304383	\$0.143	-\$43,615	\$0.11421	\$0.13421	\$40,851	-\$2,764	-\$36,932	-\$1,476	-\$26,614
18	302861	\$0.145	-\$43,831	\$0.11535	\$0.13535	\$40,993	-\$2,838	-\$39,770	-\$1,457	-\$28,071
19	301346	\$0.146	-\$44,048	\$0.11650	\$0.13650	\$41,135	-\$2,912	-\$42,682	-\$1,438	-\$29,509
20	299840	\$0.148	-\$44,266	\$0.11767	\$0.13767	\$41,279	-\$2,987	-\$45,669	-\$1,418	-\$30,976
21	298341	\$0.149	-\$44,485	\$0.11885	\$0.13885	\$41,424	-\$3,061	-\$48,730	-\$1,397	-\$32,323
22	296849	\$0.151	-\$44,705	\$0.12003	\$0.14003	\$41,569	-\$3,136	-\$51,866	-\$1,376	-\$33,700
23	295365	\$0.152	-\$44,926	\$0.12124	\$0.14124	\$41,716	-\$3,210	-\$55,076	-\$1,355	-\$35,054
24	293888	\$0.154	-\$45,149	\$0.12245	\$0.14245	\$41,864	-\$3,285	-\$58,361	-\$1,333	-\$36,387
25	292418	\$0.155	-\$45,372	\$0.12367	\$0.14367	\$42,012	-\$3,360	-\$61,721	-\$1,311	-\$37,698

Name: Example 3

Subscription Terms		Notes
Subscription Size (kW)*	200	
Production Factor (kWh/kW Annually)	1,649	Met Council's assumption for kWh AC per kW AC
Expected Annual Production from Subscription in Year 1 (kWh)	329,800	Row 3 x Row 4
Starting rate paid to developer (\$/kWh)	\$0.1222	Find in subscription agreement
Starting Bill Credit rate (\$/kWh)	\$ 0.09740	Determined by premise type (see footnotes on Welcome tab)
REC Payment (\$/kWh)	\$0.02	See footnotes on Welcome tab
Subscription payment escalator	1.00%	Find in subscription agreement (if there is an escalator)
Panel degradation factor	0.500%	Industry Standard is .5%
Expected annual electricity price increase	1.700%	This affects the bill credit rate over time
Discount Rate	4.000%	Ask your Finance Director what rate to use here (Met Council uses 4%)

Year	Expected Annual Production (kWh)	Subscription Rate (\$/kWh)	Paid to Developer Annually	Bill Credit Rate	Bill Credit Rate w/ RECS	Received in Bill Credits Annually	Annual Savings (Simple)	Cumulative Savings (Simple)	Annual Savings (NPV)	Cumulative Savings (NPV)
1	329800	\$0.122	-\$40,302	\$0.09740	\$0.11740	\$38,719	-\$1,583	-\$1,583	-\$1,583	-\$1,583
2	328151	\$0.123	-\$40,501	\$0.09906	\$0.11906	\$39,068	-\$1,433	-\$3,016	-\$1,378	-\$2,961
3	326510	\$0.125	-\$40,702	\$0.10074	\$0.12074	\$39,423	-\$1,279	-\$4,295	-\$1,182	-\$4,143
4	324878	\$0.126	-\$40,903	\$0.10245	\$0.12245	\$39,782	-\$1,121	-\$5,416	-\$997	-\$5,140
5	323253	\$0.127	-\$41,105	\$0.10419	\$0.12419	\$40,146	-\$959	-\$6,375	-\$820	-\$5,960
6	321637	\$0.128	-\$41,309	\$0.10597	\$0.12597	\$40,515	-\$794	-\$7,169	-\$652	-\$6,612
7	320029	\$0.130	-\$41,513	\$0.10777	\$0.12777	\$40,889	-\$624	-\$7,793	-\$493	-\$7,106
8	318429	\$0.131	-\$41,719	\$0.10960	\$0.12960	\$41,268	-\$451	-\$8,244	-\$343	-\$7,448
9	316837	\$0.132	-\$41,925	\$0.11146	\$0.13146	\$41,652	-\$273	-\$8,518	-\$200	-\$7,648
10	315252	\$0.134	-\$42,133	\$0.11336	\$0.13336	\$42,041	-\$92	-\$8,609	-\$65	-\$7,713
11	313676	\$0.135	-\$42,342	\$0.11528	\$0.13528	\$42,435	\$94	-\$8,516	\$63	-\$7,649
12	312108	\$0.136	-\$42,551	\$0.11724	\$0.13724	\$42,835	\$284	-\$8,232	\$184	-\$7,465
13	310547	\$0.138	-\$42,762	\$0.11924	\$0.13924	\$43,240	\$478	-\$7,754	\$298	-\$7,166
14	308994	\$0.139	-\$42,973	\$0.12126	\$0.14126	\$43,650	\$676	-\$7,078	\$406	-\$6,760
15	307449	\$0.140	-\$43,186	\$0.12333	\$0.14333	\$44,065	\$879	-\$6,199	\$508	-\$6,253
16	305912	\$0.142	-\$43,400	\$0.12542	\$0.14542	\$44,486	\$1,086	-\$5,112	\$603	-\$5,649
17	304383	\$0.145	-\$43,615	\$0.12755	\$0.14755	\$44,913	\$1,298	-\$3,814	\$693	-\$4,956
18	302861	\$0.146	-\$43,831	\$0.12972	\$0.14972	\$45,345	\$1,514	-\$2,300	\$777	-\$4,179
19	301346	\$0.148	-\$44,048	\$0.13193	\$0.15193	\$45,783	\$1,735	-\$564	\$857	-\$3,322
20	299840	\$0.149	-\$44,266	\$0.13417	\$0.15417	\$46,226	\$1,961	-\$1,397	\$931	-\$2,391
21	298341	\$0.151	-\$44,485	\$0.13645	\$0.15645	\$46,676	\$2,191	\$3,588	\$1,000	-\$1,392
22	296849	\$0.152	-\$44,705	\$0.13877	\$0.15877	\$47,131	\$2,426	\$6,014	\$1,065	-\$327
23	295365	\$0.154	-\$44,926	\$0.14113	\$0.16113	\$47,592	\$2,666	\$8,680	\$1,125	\$798
24	293888	\$0.154	-\$45,149	\$0.14353	\$0.16353	\$48,059	\$2,911	\$11,590	\$1,181	\$1,979
25	292418	\$0.155	-\$45,372	\$0.14597	\$0.16597	\$48,532	\$3,160	\$14,751	\$1,233	\$3,212

Name: Example 4

Subscription Terms	Notes
Subscription Size (kW)*	200
Production Factor (kWh/kW Annually)	1,649 Met Council's assumption for kWh AC per kW AC
Expected Annual Production from Subscription in Year 1 (kWh)	329,800 Row 3 x Row 4
Starting Bill Credit rate (\$/kWh)	\$0.1222 Find in subscription agreement
REC Payment (\$/kWh)	\$ 0.09740 Determined by premise type (see footnotes on Welcome tab)
Subscription payment escalator	1.00% See footnotes on Welcome tab
Panel Degradation factor	0.500% Industry Standard is .5%
Expected annual electricity price increase	2.000% This affects the bill credit rate over time
Discount Rate	4.000% Ask your Finance Director what rate to use here (Met Council uses 4%)

Year	Expected Annual Production (kWh)	Subscription Rate (\$/kWh)	Paid to Developer Annually	Bill Credit Rate	Bill Credit Rate w/ RECs	Received in Bill Credits Annually	Annual Savings (Simple)	Cumulative Savings (Simple)	Annual Savings (NPV)	Cumulative Savings (NPV)
1	329800	\$0.122	-\$40,302	\$0.09740	\$0.11740	\$38,719	-\$1,583	-\$1,583	-\$1,583	-\$1,583
2	328151	\$0.123	-\$40,501	\$0.09935	\$0.11935	\$39,164	-\$1,337	-\$2,920	-\$1,285	-\$2,869
3	326510	\$0.125	-\$40,702	\$0.10133	\$0.12133	\$39,617	-\$1,084	-\$4,004	-\$1,003	-\$3,871
4	324878	\$0.126	-\$40,903	\$0.10336	\$0.12336	\$40,077	-\$826	-\$4,830	-\$734	-\$4,605
5	323253	\$0.127	-\$41,105	\$0.10543	\$0.12543	\$40,545	-\$560	-\$5,390	-\$479	-\$5,084
6	321637	\$0.128	-\$41,309	\$0.10754	\$0.12754	\$41,021	-\$288	-\$5,678	-\$237	-\$5,321
7	320029	\$0.130	-\$41,513	\$0.10969	\$0.12969	\$41,504	-\$9	-\$5,688	-\$7	-\$5,328
8	318429	\$0.131	-\$41,719	\$0.11188	\$0.13188	\$41,995	\$276	-\$5,412	\$210	-\$5,118
9	316837	\$0.132	-\$41,925	\$0.11412	\$0.13412	\$42,494	\$569	-\$4,843	\$415	-\$4,703
10	315252	\$0.134	-\$42,133	\$0.11640	\$0.13640	\$43,001	\$868	-\$3,975	\$610	-\$4,093
11	313676	\$0.135	-\$42,342	\$0.11873	\$0.13873	\$43,516	\$1,175	-\$2,800	\$794	-\$3,299
12	312108	\$0.136	-\$42,551	\$0.12110	\$0.14110	\$44,040	\$1,489	-\$1,311	\$967	-\$2,332
13	310547	\$0.138	-\$42,762	\$0.12353	\$0.14353	\$44,572	\$1,810	\$499	\$1,131	-\$1,202
14	308994	\$0.139	-\$42,973	\$0.12600	\$0.14600	\$45,112	\$2,139	\$2,638	\$1,285	\$83
15	307449	\$0.140	-\$43,186	\$0.12852	\$0.14852	\$45,662	\$2,475	\$5,113	\$1,429	\$1,512
16	305912	\$0.142	-\$43,400	\$0.13109	\$0.15109	\$46,220	\$2,820	\$7,933	\$1,566	\$3,078
17	304383	\$0.143	-\$43,615	\$0.13371	\$0.15371	\$46,786	\$3,172	\$11,104	\$1,693	\$4,771
18	302861	\$0.145	-\$43,831	\$0.13638	\$0.15638	\$47,362	\$3,532	\$14,636	\$1,813	\$6,585
19	301346	\$0.146	-\$44,048	\$0.13911	\$0.15911	\$47,948	\$3,900	\$18,536	\$1,925	\$8,510
20	299840	\$0.148	-\$44,266	\$0.14189	\$0.16189	\$48,542	\$4,276	\$22,813	\$2,030	\$10,540
21	298341	\$0.149	-\$44,485	\$0.14473	\$0.16473	\$49,146	\$4,661	\$27,474	\$2,127	\$12,667
22	296849	\$0.151	-\$44,705	\$0.14763	\$0.16763	\$49,760	\$5,055	\$32,529	\$2,218	\$14,885
23	295365	\$0.152	-\$44,926	\$0.15058	\$0.17058	\$50,383	\$5,457	\$37,985	\$2,302	\$17,187
24	293888	\$0.154	-\$45,149	\$0.15359	\$0.17359	\$51,016	\$5,867	\$43,853	\$2,381	\$19,568
25	292418	\$0.155	-\$45,372	\$0.15666	\$0.17666	\$51,659	\$6,287	\$50,140	\$2,453	\$22,021

Name: Example 5

Subscription Terms	Notes
Subscription Size (kW)	200
Production Factor (kWh/kW Annually)	1.649 Met Council's assumption for kWh AC per kW AC
Expected Annual Production from Subscription in Year 1 (kWh)	329,800 Row 3 x Row 4
Starting rate paid to developer (\$/kWh)	\$0.1222 Find in subscription agreement
Starting Bill Credit rate (\$/kWh)	\$ 0.09740 Determined by premise type (see footnotes on Welcome tab)
REC Payment (\$/kWh)	1.000% Find in subscription agreement (if there is an escalator)
Subscription payment escalator	0.500% Industry Standard Is .5%
Panel degradation factor	2.650% This affects the bill credit rate over time
Expected annual electricity price increase	4.000% Ask your Finance Director what rate to use here (Met Council uses 4%)
Discount Rate	

Year	Expected Annual Production (kWh)	Subscription Rate (\$/kWh)	Paid to Developer Annually	Bill Credit Rate	Bill Credit Rate w/ RECs	Received in Bill Credits Annually	Annual Savings (Simple)	Cumulative Savings (Simple)	Annual Savings (NPV)	Cumulative Savings (NPV)
1	329800	\$0.122	-\$40,302	\$0.09740	\$0.11740	\$38,719	-\$1,583	-\$1,583	-\$1,583	-\$1,583
2	328151	\$0.123	-\$40,501	\$0.09998	\$0.11998	\$39,372	-\$1,129	-\$2,712	-\$1,086	-\$2,669
3	326510	\$0.125	-\$40,702	\$0.10263	\$0.12263	\$40,040	-\$661	-\$3,374	-\$611	-\$3,280
4	324878	\$0.126	-\$40,903	\$0.10535	\$0.12535	\$40,724	-\$179	-\$3,553	-\$160	-\$3,440
5	323253	\$0.127	-\$41,105	\$0.10814	\$0.12814	\$41,422	\$317	-\$3,236	\$271	-\$3,169
6	321637	\$0.128	-\$41,309	\$0.11101	\$0.13101	\$42,137	\$828	-\$2,408	\$681	-\$2,488
7	320029	\$0.130	-\$41,513	\$0.11395	\$0.13395	\$42,868	\$1,354	-\$1,054	\$1,070	-\$1,418
8	318429	\$0.131	-\$41,719	\$0.11697	\$0.13697	\$43,615	\$1,896	\$842	\$1,441	\$23
9	316837	\$0.132	-\$41,925	\$0.12007	\$0.14007	\$44,379	\$2,454	\$3,296	\$1,793	\$1,816
10	315252	\$0.134	-\$42,133	\$0.12325	\$0.14325	\$45,160	\$3,027	\$6,323	\$2,127	\$3,942
11	313676	\$0.135	-\$42,342	\$0.12652	\$0.14652	\$45,959	\$3,617	\$9,940	\$2,444	\$6,386
12	312108	\$0.136	-\$42,551	\$0.12987	\$0.14987	\$46,775	\$4,224	\$14,165	\$2,744	\$9,130
13	310547	\$0.138	-\$42,762	\$0.13331	\$0.15331	\$47,610	\$4,849	\$19,013	\$3,028	\$12,159
14	308994	\$0.139	-\$42,973	\$0.13684	\$0.15684	\$48,464	\$5,490	\$24,504	\$3,297	\$15,456
15	307449	\$0.140	-\$43,186	\$0.14047	\$0.16047	\$49,336	\$6,150	\$30,654	\$3,552	\$19,008
16	305912	\$0.142	-\$43,400	\$0.14419	\$0.16419	\$50,229	\$6,829	\$37,483	\$3,792	\$22,799
17	304383	\$0.143	-\$43,615	\$0.14801	\$0.16801	\$51,140	\$7,526	\$45,008	\$4,018	\$26,818
18	302861	\$0.145	-\$43,831	\$0.15194	\$0.17194	\$52,073	\$8,242	\$53,251	\$4,231	\$31,049
19	301346	\$0.146	-\$44,048	\$0.15596	\$0.17596	\$53,026	\$8,978	\$62,229	\$4,432	\$35,481
20	299840	\$0.148	-\$44,266	\$0.16010	\$0.18010	\$54,000	\$9,734	\$71,963	\$4,620	\$40,101
21	298341	\$0.149	-\$44,485	\$0.16434	\$0.18434	\$54,996	\$10,511	\$82,474	\$4,797	\$44,898
22	296849	\$0.151	-\$44,705	\$0.16869	\$0.18869	\$56,013	\$11,308	\$93,782	\$4,962	\$49,860
23	295365	\$0.152	-\$44,926	\$0.17316	\$0.19316	\$57,054	\$12,127	\$105,909	\$5,117	\$54,978
24	293888	\$0.154	-\$45,149	\$0.17775	\$0.19775	\$58,117	\$12,968	\$118,878	\$5,262	\$60,239
25	292418	\$0.155	-\$45,372	\$0.18246	\$0.20246	\$59,204	\$13,832	\$132,709	\$5,396	\$65,635

Name: Example 6

Subscription Terms		Notes
Subscription Size (kW)*	200	
Production Factor (kWh/kW Annually)	1,649	Met Council's assumption for kWh AC per kW AC
Expected Annual Production from Subscription in Year 1 (kWh)	329,800	Row 3 x Row 4
Starting rate paid to developer (\$/kWh)	\$ 0.1222	Find in subscription agreement
Starting Bill Credit rate (\$/kWh)	\$ 0.09740	Determined by premise type (see footnotes on Welcome tab)
REC Payment (\$/kWh)	\$ 0.02	See footnotes on Welcome tab
Panel degradation factor	1.00%	Find in subscription agreement (if there is an escalator)
Expected annual electricity price increase	0.500%	Industry Standard is .5%
	3.000%	This affects the bill credit rate over time
	4.000%	Ask your Finance Director what rate to use here (Met Council uses 4%)

Year	Expected Annual Production (kWh)	Subscription Rate (\$/kWh)	Paid to Developer Annually	Bill Credit Rate	Bill Credit Rate w/ RECs	Received in Bill Credits Annually	Annual Savings (Simple)	Cumulative Savings (Simple)	Annual Savings (NPV)	Cumulative Savings (NPV)
1	329800	\$0.122	-\$40,302	\$0.09740	\$0.11740	\$38,719	-\$1,583	-\$1,583	-\$1,583	-\$1,583
2	328151	\$0.123	-\$40,501	\$0.10032	\$0.12032	\$39,484	-\$1,017	-\$2,600	-\$978	-\$2,561
3	326510	\$0.125	-\$40,702	\$0.10333	\$0.12333	\$40,269	-\$432	-\$3,033	-\$400	-\$2,961
4	324878	\$0.126	-\$40,903	\$0.10643	\$0.12643	\$41,075	\$172	-\$2,861	\$153	-\$2,808
5	323253	\$0.127	-\$41,105	\$0.10962	\$0.12962	\$41,902	\$796	-\$2,065	\$681	-\$2,128
6	321637	\$0.128	-\$41,309	\$0.11291	\$0.13291	\$42,750	\$1,441	-\$624	\$1,184	-\$943
7	320029	\$0.130	-\$41,513	\$0.11630	\$0.13630	\$43,620	\$2,107	\$1,483	\$1,665	\$721
8	318429	\$0.131	-\$41,719	\$0.11979	\$0.13979	\$44,513	\$2,794	\$4,277	\$2,123	\$2,845
9	316837	\$0.132	-\$41,925	\$0.12338	\$0.14338	\$45,429	\$3,504	\$7,781	\$2,560	\$5,405
10	315252	\$0.134	-\$42,133	\$0.12708	\$0.14708	\$46,369	\$4,236	\$12,016	\$2,976	\$8,381
11	313676	\$0.135	-\$42,342	\$0.13090	\$0.15090	\$47,333	\$4,991	\$17,008	\$3,372	\$11,753
12	312108	\$0.136	-\$42,551	\$0.13482	\$0.15482	\$48,322	\$5,771	\$22,779	\$3,749	\$15,502
13	310547	\$0.138	-\$42,762	\$0.13887	\$0.15887	\$49,336	\$6,575	\$29,353	\$4,106	\$19,608
14	308994	\$0.139	-\$42,973	\$0.14304	\$0.16304	\$50,377	\$7,404	\$36,757	\$4,446	\$24,054
15	307449	\$0.140	-\$43,186	\$0.14733	\$0.16733	\$51,444	\$8,258	\$45,015	\$4,769	\$28,823
16	305912	\$0.142	-\$43,400	\$0.15175	\$0.17175	\$52,539	\$9,139	\$54,154	\$5,075	\$33,898
17	304383	\$0.143	-\$43,615	\$0.15630	\$0.17630	\$53,662	\$10,047	\$64,202	\$5,364	\$39,263
18	302861	\$0.145	-\$43,831	\$0.16099	\$0.18099	\$54,814	\$10,983	\$75,185	\$5,639	\$44,901
19	301346	\$0.146	-\$44,048	\$0.16582	\$0.18582	\$55,995	\$11,948	\$87,133	\$5,898	\$50,799
20	299840	\$0.148	-\$44,266	\$0.17079	\$0.19079	\$57,207	\$12,941	\$100,074	\$6,142	\$56,941
21	298341	\$0.149	-\$44,485	\$0.17592	\$0.19592	\$58,449	\$13,965	\$114,039	\$6,373	\$63,315
22	296849	\$0.151	-\$44,705	\$0.18119	\$0.20119	\$59,724	\$15,019	\$129,058	\$6,591	\$69,905
23	295365	\$0.152	-\$44,926	\$0.18663	\$0.20663	\$61,031	\$16,105	\$145,162	\$6,795	\$76,701
24	293888	\$0.154	-\$45,149	\$0.19223	\$0.21223	\$62,371	\$17,222	\$162,385	\$6,988	\$83,688
25	292418	\$0.155	-\$45,372	\$0.19799	\$0.21799	\$63,745	\$18,373	\$180,758	\$7,168	\$90,856

Name: Example 7

Subscription Terms		Notes
Subscription Size (kW)*	200	
Production Factor (kWh/kW Annually)	1,649	Met Council's assumption for kWh AC per kW AC
Expected Annual Production from Subscription in Year 1 (kWh)	329,800	Row 3 x Row 4
Starting rate paid to developer (\$/kWh)	\$ 0.1222	Find in subscription agreement
Starting Bill Credit rate (\$/kWh)	\$ 0.09740	Determined by premise type (see footnotes on Welcome tab)
REC Payment (\$/kWh)	\$ 0.02	See footnotes on Welcome tab
Subscription payment escalator	1.00%	Find in subscription agreement (if there is an escalator)
Panel degradation factor	0.500%	Industry Standard is .5%
Expected annual electricity price increase	4.000%	This affects the bill credit rate over time
Discount Rate	4.000%	Ask your Finance Director what rate to use here (Met Council uses 4%)

Year	Expected Annual Production (kWh)	Subscription Rate (\$/kWh)	Paid to Developer Annually	Bill Credit Rate	Bill Credit Rate w/ RECs	Received in Bill Credits Annually	Annual Savings (Simple)	Cumulative Savings (Simple)	Annual Savings (NPV)	Cumulative Savings (NPV)
1	329800	\$0.122	-\$40,302	\$0.09740	\$0.11740	\$38,719	-\$1,583	-\$1,583	-\$1,583	-\$1,583
2	328151	\$0.123	-\$40,501	\$0.10130	\$0.12130	\$39,803	-\$698	-\$2,281	-\$671	-\$2,254
3	326510	\$0.125	-\$40,702	\$0.10535	\$0.12535	\$40,927	\$226	-\$2,055	\$209	-\$2,045
4	324878	\$0.126	-\$40,903	\$0.10956	\$0.12956	\$42,092	\$1,189	-\$866	\$1,057	-\$988
5	323253	\$0.127	-\$41,105	\$0.11394	\$0.13394	\$43,298	\$2,192	\$1,326	\$1,874	\$886
6	321637	\$0.128	-\$41,309	\$0.11850	\$0.13850	\$44,547	\$3,238	\$4,565	\$2,662	\$3,548
7	320029	\$0.130	-\$41,513	\$0.12324	\$0.14324	\$45,842	\$4,328	\$8,893	\$3,421	\$6,968
8	318429	\$0.131	-\$41,719	\$0.12817	\$0.14817	\$47,182	\$5,463	\$14,356	\$4,152	\$11,120
9	316837	\$0.132	-\$41,925	\$0.13330	\$0.15330	\$48,571	\$6,645	\$21,001	\$4,856	\$15,975
10	315252	\$0.134	-\$42,133	\$0.13863	\$0.15863	\$50,009	\$7,876	\$28,877	\$5,533	\$21,509
11	313676	\$0.135	-\$42,342	\$0.14418	\$0.16418	\$51,498	\$9,157	\$38,034	\$6,186	\$27,695
12	312108	\$0.136	-\$42,551	\$0.14994	\$0.16994	\$53,040	\$10,489	\$48,523	\$6,814	\$34,508
13	310547	\$0.138	-\$42,762	\$0.15594	\$0.17594	\$54,638	\$11,876	\$60,399	\$7,418	\$41,926
14	308994	\$0.139	-\$42,973	\$0.16218	\$0.18218	\$56,292	\$13,319	\$73,718	\$7,999	\$49,925
15	307449	\$0.140	-\$43,186	\$0.16867	\$0.18867	\$58,005	\$14,819	\$88,537	\$8,558	\$58,482
16	305912	\$0.142	-\$43,400	\$0.17541	\$0.19541	\$59,779	\$16,379	\$104,916	\$9,095	\$67,577
17	304383	\$0.143	-\$43,615	\$0.18243	\$0.20243	\$61,616	\$18,001	\$122,917	\$9,611	\$77,188
18	302861	\$0.145	-\$43,831	\$0.18973	\$0.20973	\$63,518	\$19,687	\$142,604	\$10,107	\$87,295
19	301346	\$0.146	-\$44,048	\$0.19731	\$0.21731	\$65,487	\$21,439	\$164,043	\$10,583	\$97,878
20	299840	\$0.148	-\$44,266	\$0.20521	\$0.22521	\$67,526	\$23,260	\$187,303	\$11,040	\$108,918
21	298341	\$0.149	-\$44,485	\$0.21342	\$0.23342	\$69,637	\$25,153	\$212,456	\$11,479	\$120,397
22	296849	\$0.151	-\$44,705	\$0.22195	\$0.24195	\$71,823	\$27,118	\$239,574	\$11,900	\$132,298
23	295365	\$0.152	-\$44,926	\$0.23083	\$0.25083	\$74,086	\$29,160	\$268,734	\$12,304	\$144,602
24	293888	\$0.154	-\$45,149	\$0.24006	\$0.26006	\$76,429	\$31,281	\$300,015	\$12,691	\$157,294
25	292418	\$0.155	-\$45,372	\$0.24967	\$0.26967	\$78,855	\$33,483	\$333,498	\$13,062	\$170,356

Name: Example 8

Subscription Terms	Notes
Subscription Size (kW)*	200
Production Factor (kWh/kW Annually)	1,649 Met Council's assumption for kWh AC per kW AC
Expected Annual Production from	329,800 Row 3 x Row 4
Starting rate paid to developer (\$/kWh)	\$0.1222 Find in subscription agreement
Starting Bill Credit rate (\$/kWh)	\$ 0.09740 Determined by premise type (see footnotes on Welcome tab)
REC Payment (\$/kWh)	\$0.02 See footnotes on Welcome tab
Subscription payment escalator	1.00% Find in subscription agreement (if there is an escalator)
Panel degradation factor	0.500% Industry Standard is .5%
Expected annual electricity price increase	4.300% This affects the bill credit rate over time
Discount Rate	4.000% Ask your Finance Director what rate to use here (Met Council uses 4%)

Year	Expected Annual Production (kWh)	Subscription Rate (\$/kWh)	Paid to Developer Annually	Bill Credit Rate	Bill Credit Rate w/ RECs	Received in Bill Credits Annually	Annual Savings (Simple)	Cumulative Savings (Simple)	Annual Savings (NPV)	Cumulative Savings (NPV)
1	329800	\$0.122	-\$40,302	\$0.09740	\$0.11740	\$38,719	-\$1,583	-\$1,583	-\$1,583	-\$1,583
2	328151	\$0.123	-\$40,501	\$0.10159	\$0.12159	\$39,899	-\$602	-\$2,185	-\$579	-\$2,162
3	326510	\$0.125	-\$40,702	\$0.10596	\$0.12596	\$41,126	\$425	-\$1,760	\$393	-\$1,769
4	324878	\$0.126	-\$40,903	\$0.11051	\$0.13051	\$42,401	\$1,498	-\$263	\$1,331	-\$438
5	323253	\$0.127	-\$41,105	\$0.11526	\$0.13526	\$43,725	\$2,619	\$2,357	\$2,239	\$1,801
6	321637	\$0.128	-\$41,309	\$0.12022	\$0.14022	\$45,100	\$3,791	\$6,148	\$3,116	\$4,917
7	320029	\$0.130	-\$41,513	\$0.12539	\$0.14539	\$46,529	\$5,016	\$11,164	\$3,964	\$8,881
8	318429	\$0.131	-\$41,719	\$0.13078	\$0.15078	\$48,013	\$6,295	\$17,458	\$4,783	\$13,665
9	316837	\$0.132	-\$41,925	\$0.13641	\$0.15641	\$49,555	\$7,630	\$25,088	\$5,575	\$19,240
10	315252	\$0.134	-\$42,133	\$0.14227	\$0.16227	\$51,156	\$9,024	\$34,111	\$6,340	\$25,579
11	313676	\$0.135	-\$42,342	\$0.14839	\$0.16839	\$52,820	\$10,478	\$44,590	\$7,079	\$32,658
12	312108	\$0.136	-\$42,551	\$0.15477	\$0.17477	\$54,547	\$11,996	\$56,585	\$7,792	\$40,450
13	310547	\$0.138	-\$42,762	\$0.16142	\$0.18142	\$56,341	\$13,579	\$70,165	\$8,482	\$48,932
14	308994	\$0.139	-\$42,973	\$0.16837	\$0.18837	\$58,204	\$15,231	\$85,395	\$9,147	\$58,079
15	307449	\$0.140	-\$43,186	\$0.17561	\$0.19561	\$60,139	\$16,953	\$102,348	\$9,790	\$67,869
16	305912	\$0.142	-\$43,400	\$0.18316	\$0.20316	\$62,148	\$18,748	\$121,097	\$10,410	\$78,279
17	304383	\$0.143	-\$43,615	\$0.19103	\$0.21103	\$64,235	\$20,620	\$141,717	\$11,009	\$89,289
18	302861	\$0.145	-\$43,831	\$0.19925	\$0.21925	\$66,401	\$22,571	\$164,287	\$11,587	\$100,876
19	301346	\$0.146	-\$44,048	\$0.20781	\$0.22781	\$68,651	\$24,604	\$188,891	\$12,145	\$113,021
20	299840	\$0.148	-\$44,266	\$0.21675	\$0.23675	\$70,987	\$26,722	\$215,613	\$12,683	\$125,704
21	298341	\$0.149	-\$44,485	\$0.22607	\$0.24607	\$73,413	\$28,928	\$244,541	\$13,202	\$138,907
22	296849	\$0.151	-\$44,705	\$0.23579	\$0.25579	\$75,932	\$31,227	\$275,768	\$13,703	\$152,610
23	295365	\$0.152	-\$44,926	\$0.24593	\$0.26593	\$78,547	\$33,620	\$309,388	\$14,186	\$166,796
24	293888	\$0.154	-\$45,149	\$0.25651	\$0.27651	\$81,262	\$36,113	\$345,501	\$14,652	\$181,448
25	292418	\$0.155	-\$45,372	\$0.26754	\$0.28754	\$84,081	\$38,709	\$384,210	\$15,101	\$196,549

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MOTORS MANAGEMENT CORP. - Case No. 16-01C

Meeting Date: February 22, 2016
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate 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"/>	Other

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at 1470 50th Street:

- a) A Resolution relating to a Conditional Use Permit Amendment and Related Agreements to allow for a building and parking lot expansion to the existing automobile dealership.
- b) A Resolution relating to a Conditional Use Permit to exceed the maximum impervious surface allowed in the Shoreland Overlay District.
 - Requires a 4/5th's vote.
 - 60-day deadline: March 4, 2016 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit amendment to add a 5,615 square foot building addition and to expand the parking/outdoor storage area by about 25,000 square feet. The southern portion of the property is located in the shoreland overlay district; the applicant is requesting a conditional use permit to exceed the impervious surface in the shoreland district.

The building addition would be located on the east side of the existing building and the new storage area would be on the southern portion of the property. The proposed building and parking additions meet all setback requirements. The request meets the CUP criteria relating to the Comprehensive Plan and zoning consistency, compatibility with land uses, environmental impacts, and public health and safety impacts. One additional access point would be added to the southern part of the property to obtain access to the new parking area.

A portion of the property is located within the shoreland overlay district. Existing impervious surface on the lot is 33.3%; the proposed improvements would increase the impervious surface to 39.6%. DNR has reviewed the request and does not have any concerns as the volume of water leaving the site is not increasing. The applicant has been working with the City Engineering Department to finalize stormwater and grading plans. The applicant shall continue to work with the City to secure final approval of construction drawings. A stormwater facilities maintenance agreement, improvement agreement and permanent drainage and access easement shall be executed between the applicant and the City relating to the location of proposed improvements and stormwater control on the property.

Planning Staff: Based on the information provided and the conditions listed in the attached resolutions, staff is recommending **approval** of the requests.

Planning Commission: Recommended **approval** of the requests at their February 16, 2016 meeting with the conditions listed in the attached resolutions (8-0).

Attachments: CUP Amendment Resolution
Impervious Surface CUP Resolution
Improvement Agreement
SWFMA
Drainage Easement Agreement
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT ALONG
WITH RELATED AGREEMENTS TO ADD AN ADDITION TO THE EXISTING AUTO
SALES BUILDING AND EXPANSION TO THE PARKING LOT

Motors Management Corp.
Case No. 16-01C

WHEREAS, an application for a Conditional Use Permit Amendment has been submitted for the property located at 1470 – 50th Street and legally described as:

See Attached

WHEREAS, an application for a conditional use permit amendment has been submitted in order to allow for a 5,600+/- square foot expansion of the existing building and a 25,000 +/- square foot parking lot expansion;

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

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on February 16, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit Amendment to allow for a building and parking lot expansion 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:

Civil Plan Set	dated 01/25/16
Drainage and Grading Plan	dated 01/25/16
Site Plan	dated 01/25/16
Landscape Plan	dated 01/25/16
Elevation Plans	dated 01/25/16

2. All parking lot lighting shall be designed so as to deflect light away from any adjoining residential zones or from 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.
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. Any expansion of the use as shown on the site plan requires additional city approvals and is not part of this conditional use permit.
5. An improvement agreement, stormwater facilities maintenance agreement and access easement agreement shall be required to be entered into between the City and the developer addressing the improvements on the site.
6. Prior to the issuance of a building permit, 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. All final development plans shall be subject to the review and approval of the City Fire Marshal.
9. No car display or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.
10. No outside paging system shall be utilized.
11. All display pennants, flags, searchlights, balloons and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.

12. Any new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
13. Prior to commencing construction, the applicant shall obtain all necessary federal, state, and local permits including, but not limited to a MnDot drainage permit.
14. Resolution No. 11-119 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 _____ day of _____, 2016.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 29, Township 28, Range 22, except that part thereof shown as Parcel 36H on the Plat designated as Minnesota Department of Transportation Right-of-Way Plat numbered 19-65 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-02910-54-050

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO EXCEED 25%
IMPERVIOUS SURFACE WITHIN THE SHORELAND OVERLAY DISTRICT FOR A
BUILDING AND PARKING LOT EXPANSION

Motors Management Corp.
Case No. 16-01C

WHEREAS, the request is for the property located at 1470 50th Street and legally described as:

See Attached

WHEREAS, an application for a conditional use permit has been submitted to exceed 25% impervious surface;

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

WHEREAS, the existing impervious surface on the lot is at 33.3%; the property improvements would increase the impervious surface to 39.6%;

WHEREAS, the request was sent to the DNR for their review and comment;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria, the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on February 16, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to exceed 25% impervious surface in the Shoreland Overlay District for a building and parking lot expansion is hereby approved subject to the following conditions:

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

Civil Plan Set	dated 01/25/16
Drainage and Grading Plan	dated 01/25/16

2. An improvement agreement, stormwater facilities maintenance agreement and easement agreement shall be required to be entered into between the City and the developer addressing the improvements on the site.
3. All grading, erosion control and utility plans, or modifications thereof, shall be approved by the City Engineer prior to construction.
4. Prior to the issuance of a building permit, 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.

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 February, 2016.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 29, Township 28, Range 22, except that part thereof shown as Parcel 36H on the Plat designated as Minnesota Department of Transportation Right-of-Way Plat numbered 19-65 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-02910-54-050

**IMPROVEMENT AGREEMENT
FOR PROPERTY LOCATED AT
1470 – 50TH STREET EAST
INVER GROVE HEIGHTS, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED
AT 1470 – 50TH STREET EAST, INVER GROVE HEIGHTS, MN**

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 22nd day of February, 2016, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities and landscaping.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **Developer.** "Developer" means The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, and its successors and assigns.

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

1.5 **Development Plans.** "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B,** and hereby incorporated by reference and made a part of this Improvement Agreement.

1.6 **Improvement Agreement.** "Improvement Agreement" means this instant contract by and between the City and Developer.

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

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

1.9 **Director of PWD.** "Director of PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his 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.** The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, owns fee title to the Subject Property.

1.19 **City Warranties.** “City Warranties” means that the City hereby warrants and represents as follows:

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

- B. **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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

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

IF TO DEVELOPER: The Luther Company, LLLP
c/o Motors Management Corporation
Attention: Director of Real Estate
3701 Alabama Avenue S.
St. Louis Park, MN 55416

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

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City.

ARTICLE 3 **DEVELOPER IMPROVEMENTS**

3.1 Developer Improvements. The Developer shall install, at its own cost, the Developer Improvements in accordance with the Development Plans. The Developer Improvements shall be completed by the dates shown on **Exhibit C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement after expiration of time by which the Developer Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this Improvement

Agreement shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City's reasonable satisfaction.

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of public utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Grading/Drainage Plan. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

3.4 Area Restoration. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4
OTHER PERMITS

4.1 Permits. The Developer shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion

and incorporated into the Development Plans. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Developer to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Developer. The Developer shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Developer.

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to

repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. One (1) copy of the detailed record plan "as built" drawings (in AUTOCAD format) of the Developer Improvements shall be provided by the Developer in accord with City standards no later than 90 days after completion and acceptance of the Developer Improvements by the City , unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. As built grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
2. As built storm water facilities, including the underground facilities.
3. Final as-built information shall be submitted in an electronic format compatible with the City 's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 7 **RESPONSIBILITY FOR COSTS**

7.1 Developer Improvement Costs. The Developer shall pay for the Developer Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum

whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement, and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8 **DEVELOPER WARRANTIES**

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9 **CITY WARRANTIES**

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10 **INDEMNIFICATION OF CITY**

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;

- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements;
- h.) delays in construction of the Developer Improvements;
- i.) all costs and liabilities arising because building permits or Certificate of Occupancy were issued prior to the completion and acceptance of the Developer Improvements.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;

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

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special

assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ESCROW DEPOSIT

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 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 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 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, 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 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:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 22nd day of February, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER
THE LUTHER COMPANY, LLLP
F/K/A THE LUTHER COMPANY LIMITED PARTNERSHIP**

By: _____
C. David Luther
Its: General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of February, 2016, before me a Notary Public within and for said County, personally appeared C. David Luther, to me personally known, who being by me duly sworn, did say that he is the General Partner of The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, and that said instrument was signed on behalf of The Luther Company, LLLP, by C. David Luther and C. David Luther acknowledged said instrument to be the free act and deed of the limited liability limited partnership.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 29, Township 28, Range 22, except that part thereof shown as Parcel 36H on the Plat designated as Minnesota Department of Transportation Right-of-Way Plat numbered 19-65 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-02910-54-050

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Title Sheet (C-001)	1-__-16	Landform Professional Services, LLC
2.) Existing Conditions (C-101)	1-__-16	Landform Professional Services, LLC
3.) Demolition (C-102)	1-__-16	Landform Professional Services, LLC
4.) Site Plan (C-201)	1-__-16	Landform Professional Services, LLC
5.) Site Photometrics (C-202)	1-__-16	Landform Professional Services, LLC
6.) Grading, Drainage Paving and Erosion Control (C-301)	1-__-16	Landform Professional Services, LLC
7.) SWPPP Notes (C-302)	1-__-16	Landform Professional Services, LLC
8.) Utilities (C-401)	1-__-16	Landform Professional Services, LLC
9.) Civil Construction Details (C-701 & C-702)	1-__-16	Landform Professional Services, LLC
10.) Landscape (L-201)	1-__-16	Landform Professional Services, LLC
11.) Landscape Details (L-701)	1-__-16	Landform Professional Services, LLC

The above-listed Development Plans were approved by the City Engineer on February ____, 2016.

The Development Plans also include compliance by the Developer with the conditions set forth in the following:

1. Memo from the City Engineer dated _____ containing the engineering staff review comments;
2. Engineering review letter dated _____;

collectively the "Engineering Memos".

The Engineering Memos are on file with the City.

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

EXHIBIT C

DEVELOPER IMPROVEMENTS

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

The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	12-15-16 or before issuance of certificate of occupancy, whichever occurs first	general site grading, drainage and erosion control
X	12-15-16 or before issuance of certificate of occupancy, whichever occurs first	soil importation and compaction
X	12-15-16 or before issuance of certificate of occupancy, whichever occurs first	soil stabilization
X	12-15-16 or before issuance of certificate of occupancy, whichever occurs first	stormwater facilities (including storm water subsurface detention pond and stormwater subsurface infiltration basin)
X	12-15-16 or before issuance of certificate of occupancy, whichever occurs first	landscaping **
X	12-15-16 or before issuance of certificate of occupancy, whichever occurs first	construction debris clean-up
X	12-15-16 or before issuance of certificate of occupancy, whichever occurs first	certified as-builts

The City Engineer and/or Director of Public Works reserve the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City.

**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 of the following conditions must be satisfied:
 - a.) Developer must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement pursuant to the terms of paragraph 12.1 of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for inspection fees stated on Exhibit E of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Developer must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - f.) Developer must execute a Permanent Drainage Easement Agreement 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 obtain an amended drainage permit from Mn/DOT.

- 2.) **CONDITIONS TO BE SATISFIED NO LATER THAN DECEMBER 15, 2016 OR PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.** On or before December 15, 2016 or prior to issuance of a Certificate of Occupancy related to the new construction, whichever occurs first, all of the following conditions must be satisfied (however, the City Engineer and/or Director of Public Works reserves the right to extend the completion date at the request of the Developer, if needed):
 - a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) All grading, drainage and erosion control must be completed.

- c.) All soil importation and compaction must be completed.
 - d.) All soil stabilization must be completed to a level reasonably approved by the City Engineer.
 - e.) All storm water facilities, including the stormwater subsurface detention pond and the stormwater subsurface infiltration basin must be installed and functional to a level reasonably approved by the City Engineer.
 - f.) Developer has met all of the conditions imposed by Mn/DOT with regard to the amended drainage permit issued by Mn/DOT.
 - g.) Developer must provide the City Engineer with certified as-builts.
 - h.) The landscaping has been completed (see note in Exhibit C above).
- 3.) **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.
- 4.) **HAUL ROUTES.** A haul route map and construction traffic control plan must be approved by the City Engineer. Developer and its contractors shall follow the haul routes as approved by the City Engineer; Developer is responsible for monitoring its contractors to make sure that the contractors comply with this paragraph. Developer is responsible for any damage to the roads contained within the haul routes that is substantially caused by Developer's construction of the Developer Improvements. Developer shall repair and restore any damaged portions of the roads to substantially the same condition that existed prior to Developer beginning construction of the Developer Improvements; the work shall be performed by the date reasonably set by the City. In the event Developer damages a portion of the road and does not repair and restore it, City may repair and restore it and charge Developer for all costs associated therewith. The Developer shall pay such charges within 30 days of invoice from the City.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.) Grading, Drainage, Erosion \$

2.) Soil Importation, Compaction
and Stabalization \$

3.) Stormwater Facilities \$

4.) Landscaping \$

5.) Construction Debris Clean-up \$

6.) Certified As-builts \$

SUBTOTAL: \$

MULTIPLIED BY: x 1.25

EQUALS \$

Escrow Amount \$

EXHIBIT E
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$ _____ in cash with the City (hereafter "Engineering Escrow Amount") ontemporaneously with execution of this Improvement Agreement.

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

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

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

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

- a.) all of the lawn or vegetative cover has been established to the sole satisfaction of the City; and
- b.) The expiration of the warranty period under Section 1.18(G) of this Improvement Agreement.

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

**STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO
STORMWATER FACILITIES LOCATED ON PROPERTY AT 1470 – 50TH STREET
EAST IN INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO STORMWATER FACILITIES LOCATED ON PROPERTY AT 1470 – 50th STREET EAST (Agreement) is made, entered into and effective this 22nd day of February, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and The Luther Company, LLLP, a Minnesota limited liability partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, (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 The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, 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 surface stormwater detention basin, stormwater subsurface detention pond, stormwater subsurface infiltration basin, storm water pipes, ponds, drainage areas, conduits, culverts, ditches, catch basins, storm water treatment system, or approved equal, storm water quality structures or storm water collection appurtenances lying within the Landowner Property.

Storm Water Facilities do not include the existing pond generally referred to as the Mn/DOT pond identified as DNR Public Water #19-98W.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Grading, Drainage, Paving and Erosion Control Plan prepared by Landform Professional Services, LLC dated January 25, 2016 and approved by the City Engineer on February ___, 2016; and any amendments approved by the City. The Storm Water Facility Plan is on file with the City.

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

1.6 Responsible Owner. Responsible Owner means, jointly and severally, each and all of the following:

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

1.7 Landowner Property. Landowner Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota described on the attached **Exhibit A**.

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

1.9 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated February 22, 2016, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

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

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that prior to December 15, 2016 (or by an extended completion date approved by the City Engineer or Director of Public Works), the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

Notwithstanding the maintenance obligations and responsibilities of the Responsible Owner contained herein, nothing obligates the Responsible Owner to modify the capacity of the Storm Water Facilities as long as such a modification to capacity is not caused by storm water runoff from the Landowner Property. If trees or other vegetation located in the areas of the Storm Water Facilities become diseased or die and if in the judgment of the City's Director of Public Works the dead or diseased trees or vegetation adversely affect the storm water storage capacity or the flow of the storm water, then the Responsible Owner, upon the written request of the City, shall remove the diseased or dead trees and vegetation within 30 days after the City's written request.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District.
- c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended.
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) With respect to the subsurface storm water detention pond and infiltration basin, the Responsible Owner must maintain and repair the structures and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of parking lot surface on top of the subsurface basin; or
 - Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
 - ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations &

Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv. The final Operations & Maintenance Plan shall contain the following information:
 - Detailed inspection requirements;
 - Inspection and maintenance schedules;
 - Contact information for the Responsible Owner;
 - As built plans of the Stormwater Facilities;
 - A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.
 - The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
 - A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and

- The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

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

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

3.4 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the 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 3.2.

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

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

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

ARTICLE 5 **ACCESS BY CITY TO STORM WATER FACILITIES**

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

ARTICLE 6 **MISCELLANEOUS**

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

6.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this

Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

6.6 Notice. Notice shall 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: The Luther Company, LLLP
c/o Motors Management Corporation
Attention Director of Real Estate
3701 Alabama Avenue S.
St. Louis Park, MN 55416

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of February, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 29, Township 28, Range 22, except that part thereof shown as Parcel 36H on the Plat designated as Minnesota Department of Transportation Right-of-Way Plat numbered 19-65 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-02910-54-050

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

To Be Attached

EXHIBIT C
ANNUAL INSPECTION FORM

To Be Attached

PERMANENT DRAINAGE EASEMENT AGREEMENT

THIS PERMANENT DRAINAGE EASEMENT AGREEMENT (“Easement Agreement”) is made, granted and conveyed as of the 22nd day of February, 2016, by and between The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, hereinafter referred to as the “Landowner” and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

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

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

A permanent easement for drainage, storm water collection, storm water piping, storm water ponding, storm water control improvements, storm water retention, detention and treatment and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of storm water drainage, collection, piping, ponding, retention, detention, treatment and control facilities (“**Easement**”), under, over, across, through and upon the that part of the Landowner’s Property identified and described on the attached **Exhibit B** as the Easement Area (“**Easement Area**”).

EXEMPT FROM STATE DEED TAX

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

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

- b.) to maintain the Easement, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches in the Easement Area for the location of such pipes, conduits or mains; and
- c.) to remove from the 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 Easement Area in connection with the exercise of its rights included in the Easement; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the City may deem appropriate in connection with the exercise of its rights included in the Easement.

No building, structures or impervious surface shall be placed in the Easement Area without the prior written consent of the City.

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

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 and depicted on Exhibit A and has good right to grant and convey the permanent Easement herein to the City.

[the remainder of this page intentionally left blank]

**LANDOWNER
THE LUTHER COMPANY, LLLP
F/K/A THE LUTHER COMPANY LIMITED PARTNERSHIP**

By: _____
C. David Luther
Its: General Partner

STATE OF MINNESOTA)
)
) ss.
COUNTY OF _____)

On this _____ day of February, 2016, before me a Notary Public within and for said County, personally appeared C. David Luther, to me personally known, who being by me duly sworn, did say that he is the General Partner of The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, and that said instrument was signed on behalf of The Luther Company, LLLP, by C. David Luther and C. David Luther acknowledged said instrument to be the free act and deed of the limited liability limited partnership.

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:

The Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 29, Township 28, Range 22, except that part thereof shown as Parcel 36H on the Plat designated as Minnesota Department of Transportation Right-of-Way Plat numbered 19-65 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-02910-54-050

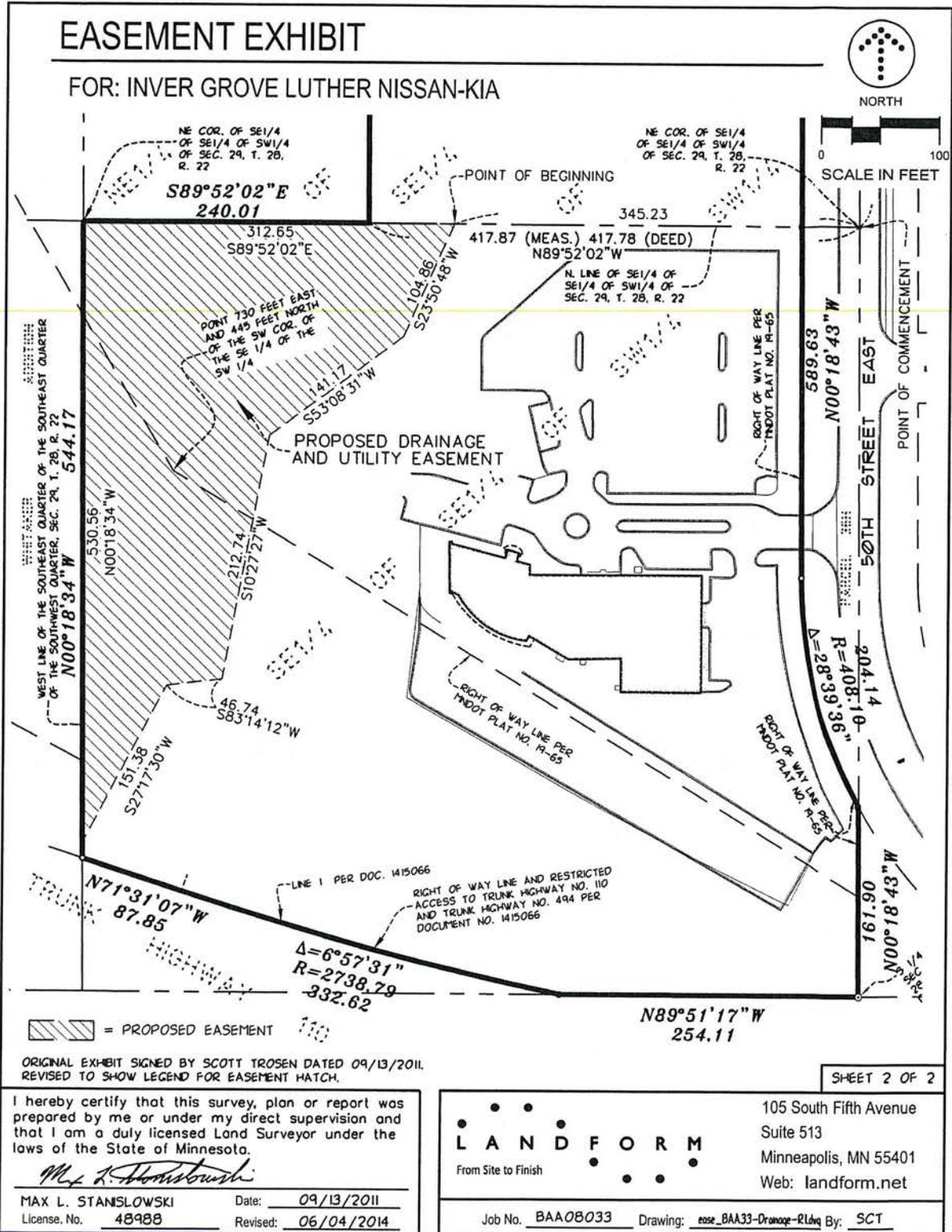
EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

Legal Description of **Easement Area**:

A DRAINAGE EASEMENT, OVER, UNDER AND ACROSS THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 29, TOWNSHIP 28, RANGE 22, DAKOTA COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 52 MINUTES 02 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 345.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23 DEGREES 50 MINUTES 48 SECONDS WEST, A DISTANCE OF 104.86 FEET; THENCE SOUTH 53 DEGREES 08 MINUTES 31 SECONDS WEST, A DISTANCE OF 141.17 FEET; THENCE SOUTH 10 DEGREES 27 MINUTES 27 SECONDS WEST, A DISTANCE OF 212.74 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES 12 SECONDS WEST, A DISTANCE OF 46.74 FEET; THENCE SOUTH 27 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 151.38 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 18 MINUTES 34 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 530.56 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 52 MINUTES 11 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 312.65 FEET TO THE POINT OF BEGINNING.

Depiction of Easement Area:



**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: February 16, 2016
SUBJECT: **MOTORS MANAGEMENT CORP (LUTHER NISSAN KIA) – CASE NO. 16-01C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit amendment to allow for a building and parking lot expansion of the existing automobile dealership and a conditional use permit to exceed 25% impervious surface within the Shoreland Overlay District, for the property located at 1470 – 50th Street East. 5 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicants received approvals in 2011 for a building and parking lot expansion that was never completed. The applicants are now requesting a smaller expansion, including a request for a conditional use permit amendment to add a 5,615 square foot building addition and a 25,000 square foot parking/storage area expansion. The southern portion of the property is located in the shoreland overlay district so the applicants are also asking for a conditional use permit to exceed the impervious surface in a shoreland district. Impervious surface in the shoreland district is limited to a 25% maximum. Existing impervious surface on the lot is at 33.3%. The proposed property improvements would increase the impervious surface to 39.6%. The request was sent to the DNR for review and comment. The DNR reviewed the plans and have no concerns. Engineering has been working with the applicant on the design of the stormwater systems. The applicant is treating the additional stormwater runoff on the property and the volume of water leaving the property will not be increasing. Engineering will continue to work with them to secure final stormwater design drawings. One additional access point would be added to the southern part of the property to obtain access to the new parking area. Staff recommends approval of the request. Staff heard from one neighbor with an inquiry regarding the number of proposed additional parking stalls.

Commissioner Lissarrague asked staff to clarify the location of the proposed additional parking.

Ms. Botten showed a diagram of the proposed additional parking to the back parking area.

Commissioner Lissarrague asked if Luther Nissan Kia currently had additional parking to the north of their building.

Ms. Botten replied in the affirmative.

Commissioner Lissarrague asked where the building addition would be located.

Ms. Botten showed a diagram of the proposed building addition to the west of the existing building.

Commissioner Wippermann asked if the driveway on the east side of the building would remain to allow access from the north parking area to the south parking area.

Ms. Botten replied in the affirmative.

Commissioner Klein asked if a plan was in place to handle snow storage.

Ms. Botten replied that the applicant could best answer that question.

Opening of Public Hearing

Steve Sabraski, Landform Professional Services, 105 South Fifth Avenue, Minneapolis, advised he was representing Motors Management and the Luther Company.

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

Mr. Sobaski replied in the affirmative. He advised that snow storage on auto dealerships can be difficult, but they had ample room on this site to push the snow to the southwest portion of the property. In extreme instances they could melt or truck the snow.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Niemioja stated this request supported the comprehensive plan's goal of expanding existing uses and employment opportunities.

Planning Commission Recommendation

Motion by Commissioner Niemioja, second by Commissioner Wippermann, to recommend approval of the request for a conditional use permit amendment to allow for a building and parking lot expansion of the existing automobile dealership and a conditional use permit to exceed 25% impervious surface within the Shoreland Overlay District, for the property located at 1470 – 50th Street East, with the conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on February 22, 2016.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: January 28, 2016 **CASE NO:** 16-01C

HEARING DATE: February 2, 2016

APPLICANT: Motors Management Corp - Luther Nissan Kia

PROPERTY OWNER: The Luther Company, LLLP

REQUEST: To add an addition to the existing auto sales building and expand the parking/outdoor storage area.

LOCATION: 1470 - 50th Street

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a conditional use permit amendment to add a 5,615 square foot building addition and to expand the parking/storage area by about 25,000 square feet. The southern portion of the property is located in the shoreland overlay district; the applicant is also requesting a conditional use permit to exceed the impervious surface in a shoreland district.

The applicant received approvals in 2011 for a 20,000 square foot building expansion and a 45,000 square foot parking lot expansion that was never completed.

The specific request consists of the following:

- A.) A **Conditional Use Permit Amendment** to add an addition to the existing auto sales building and expand the parking/outdoor storage area.
- B.) A **Conditional Use Permit** to exceed the maximum impervious surface allowed in the shoreland district.

EVALUATION OF THE REQUEST

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

North	Best Buy and Luther; zoned B-3; guided RC, Regional Commercial
East	Apartments; zoned PUD; guided High Density Residential
South	MnDot right-of-way
West	Whitaker; zoned B-3; guided RC, Regional Commercial

SITE PLAN REVIEW

Building Setbacks. The proposed building addition is located 30 feet from the property line at the closest point, meeting setback requirements.

Parking. The proposed 25,000 square foot parking lot expansion meets setback requirements. The total number of parking spaces exceed code requirements. Employee and customer parking shall be clearly marked on the property. No car display or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.

Access. One additional access point would be added to the southern part of the property to obtain access to the new parking area.

Landscaping. Landscaping regulations require a total of 86 overstory trees or the equivalent to be planted on the property. This calculation is based on the lineal square footage of the property and the number of parking spaces on site. The applicant has provided a landscape plan which demonstrates the equivalent of 86 trees on the property; this includes a mix of overstory trees, preservation of existing trees, shrubs, and ornamentals complying with code requirements.

Lighting. The applicant has submitted a lighting plan which illustrates the location of lighting in the parking lot. The proposed illumination pattern of the lights comply with the maximum foot candles allowed at the center line of the street. All parking lot lighting shall be designed so as to deflect light away from any adjoining residential zones or from the 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.

Rooftop Screening. As a consistent policy of commercial development, any rooftop equipment shall be screened from view from the street. If necessary, the form of screening will be reviewed at time of building permit. This condition would apply to all new rooftop equipment.

Exterior Building Materials. The exterior elevations of the building addition would be similar to the existing building complying with code requirements.

Signage. All signage must comply with the signage allotment for the “B-3” zoning district. Signage is not approved with this plan review and would be reviewed with the submittal of a sign permit.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building

Engineering. Engineering has reviewed the plans and has been working with the applicant on stormwater and grading requirements. The proposed site plan protects the existing pond and treats the stormwater runoff on site. Engineering has made recommendations on conditions that should be added to the approval. These conditions are included in the list of conditions at the end of the report. The applicant shall continue to work with the City to secure final approval of the construction drawings.

Improvement Agreement. An improvement agreement, stormwater facilities maintenance agreement and other related agreements would be required to address site improvements and storm water treatment. Final details of the agreements would be worked out prior to City Council approval.

CONDITIONAL USE PERMIT TO EXCEED 25% IMPERVIOUS SURFACE

The southern portion of the property is located within the shoreland overlay of Schmitt Lake/ DNR Lake #19-52P. Impervious surface coverage is limited to 25% of the lot; this may be increased by conditional use provided the City has approved and implemented a stormwater management plan affecting the subject site.

Existing impervious surface on the lot is at 33.3%. The proposed property improvements would increase the impervious surface to 39.6%.

The request was sent to the DNR for review and comment. The DNR has reviewed the plans and takes no exception to the request.

Engineering has been working with the applicant on the design of the stormwater systems. In general, the approved plan will be consistent with the City's overall stormwater plan for the area and the system will address stormwater needs. The applicant is treating the additional stormwater runoff on the property; the volume of water leaving the property will not be increasing.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The proposed property improvements are consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial, automobile sales is consistent with the uses envisioned in this district.

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

The applicants property is zoned commercial. The land use of auto sales is consistent with the intent of the B-3 zoning district.

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

The proposed site improvements would not have a detrimental effect on public improvements in the vicinity of the property.

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.*

The proposed improvements do not appear to have any negative effects on City facilities or services. Engineering, Fire, and Inspections would all review and approve plans for code compliance prior to any improvements being done on the property.

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

- i. Aesthetics/exterior appearance*

The proposed building addition would be constructed with similar materials as the existing building.

- ii. Noise*

The proposed improvements would not generate noises that are inconsistent with B-3 zoning.

- iii. Fencing, landscaping and buffering*

No new fencing is proposed and landscaping meets the City's requirements.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The amount of traffic would not be out of the ordinary for a commercial area. Building and parking setbacks meet or exceed code requirements. Emergency access and fire lanes will be reviewed by the Fire Marshal prior to building permit issuance.

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

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

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

This use would not have an undue adverse impact on the environment. The volume of runoff leaving the property would not be increasing with the added impervious surface. The applicant is working with the City Engineering Department to secure final approvals of the construction drawings.

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 actions should be taken:
- Approval of a **Conditional Use Permit Amendment** for automobile and off highway vehicles sales to allow an addition to the existing building and expansion to the parking/outdoor storage area subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Civil Plan Set	dated 01/25/16
Drainage and Grading Plan	dated 01/25/16
Site Plan	dated 01/25/16
Landscape Plan	dated 01/25/16
Elevation Plans	dated 01/25/16
 2. All parking lot lighting shall be designed so as to deflect light away from any adjoining residential zones or from 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.
 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. Any expansion of the use as shown on the site plan requires additional city approvals and is not part of this conditional use permit.
 5. An improvement agreement, stormwater facilities maintenance agreement and easement agreements shall be required to be entered into between the City and the developer addressing the improvements on the site.
 6. Prior to the issuance of a building permit, 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. All final development plans shall be subject to the review and approval of the City Fire Marshal.
 9. No car display or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.
 10. No outside paging system shall be utilized.
 11. All display pennants, flags, searchlights, balloons and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.
 12. Any new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
 13. Prior to commencing construction, the applicant shall obtain all necessary federal, state, and local permits including, but not limited to a MnDot drainage permit.
 14. Resolution No. 11-119 shall become null and void and shall be replaced by the terms of this conditional use permit.
- Approval of the **Conditional Use Permit** to exceed 25% impervious surface within the Shoreland Overlay District subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Civil Plan Set
Drainage and Grading Plan

dated 01/25/16
dated 01/25/16

2. An improvement agreement, stormwater facilities maintenance agreement and easement agreements shall be required to be entered into between the City and the developer addressing the improvements on the site.
3. All grading, erosion control and utility plans, or modifications thereof, shall be approved by the City Engineer prior to construction.
4. Prior to the issuance of a building permit, 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.

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

RECOMMENDATION

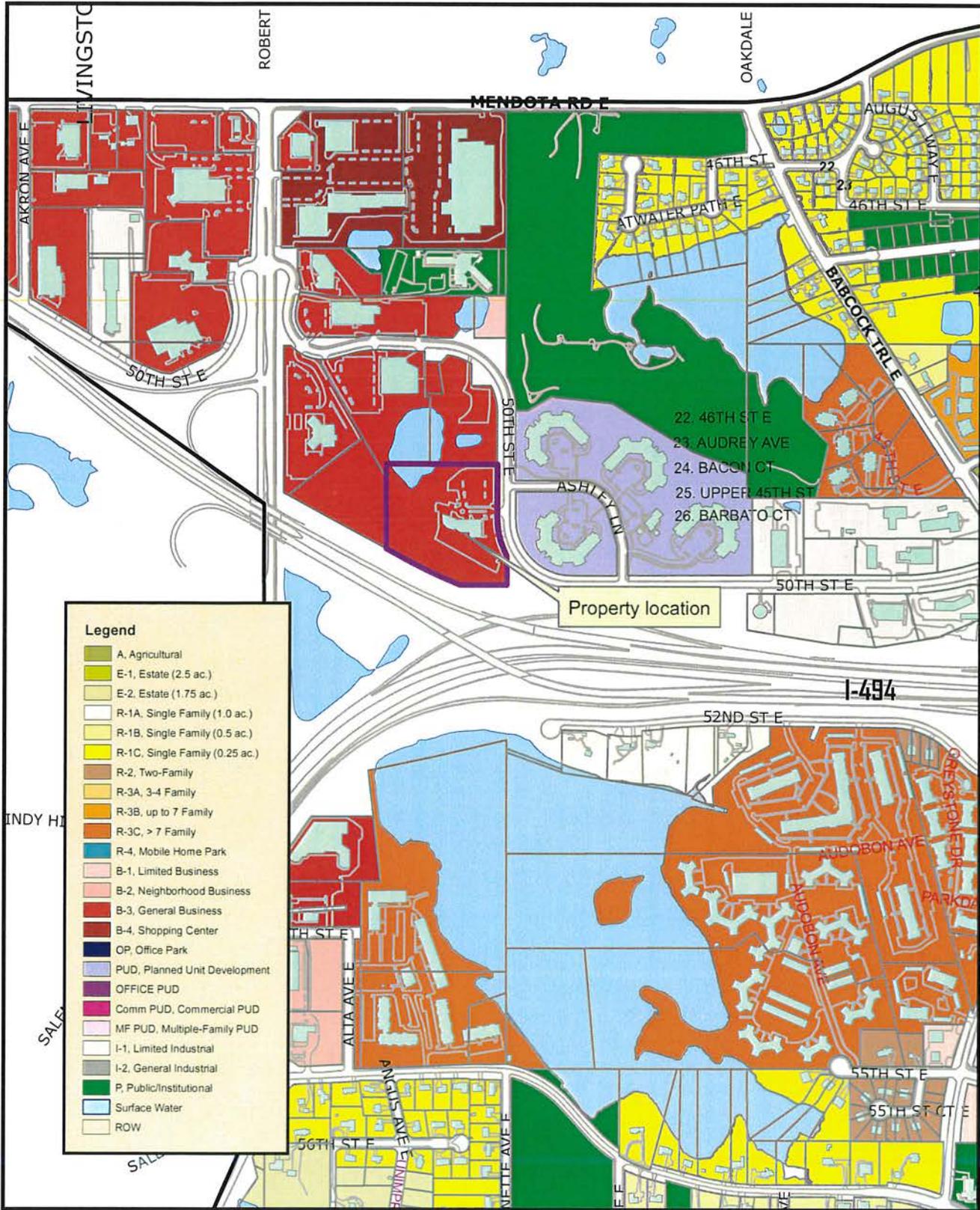
Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the requests as presented.

Attachments: Zoning/Location Map
Site Plan
Grading Plan
Elevations

Map not to scale

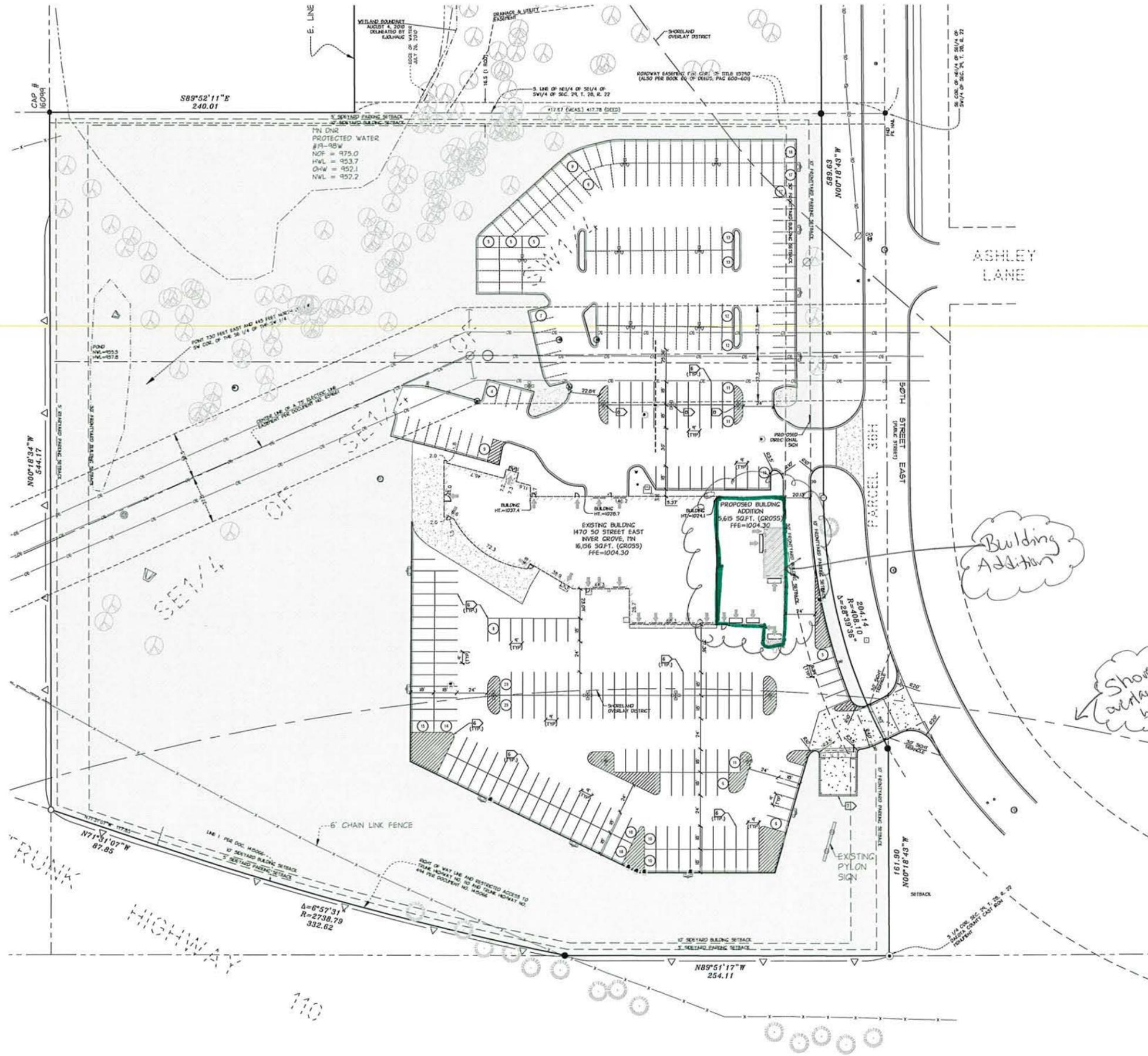


Motors Management Corp Case No. 16-01C



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

Exhibit A
Zoning and Location Map



- GENERAL NOTES**
- FOR CONSTRUCTION STAKING AND SURVEYING SERVICES CONTACT LANDFORM PROFESSIONAL SERVICES AT 612.252.9270.
- SITE PLAN NOTES**
- OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WITHIN OR USE OF PUBLIC RIGHT-OF-WAY.
 - THE DIGITAL FILE, WHICH CAN BE OBTAINED FROM THE ENGINEER, SHALL BE USED FOR STAKING. DISCREPANCIES BETWEEN THE DRAWINGS AND THE DIGITAL FILE SHALL BE REPORTED TO THE ENGINEER. THE BUILDING FOOTPRINT, AS SHOWN ON THESE DRAWINGS AND THE DIGITAL FILE, SHALL BE COMPARED TO THE STRUCTURAL DRAWINGS PRIOR TO STAKING.
 - BUILDING LAYOUT ANGLES ARE PARALLEL WITH OR PERPENDICULAR TO THE PROPERTY LINE AT THE LOCATION INDICATED.
 - DIMENSIONS SHOWN ARE TO FACE OF CURB AND EXTERIOR FACE OF BUILDING UNLESS NOTED OTHERWISE.
 - DELIMITATE PARKING STALLS WITH A 4-INCH VEE WHITE PAINTED STRIP. DELIMITATE ACCESS AISLES WITH 4-INCH VEE WHITE PAINTED STRIPS 6 INCHES ON CENTER AND AT 45 DEGREE ANGLE TO DIRECTION OF TRAVEL.
 - TRASH/RECYCLING AREAS: SEE ARCHITECTURAL DRAWINGS.
 - INSTALL SALVAGED LIGHT POLES.
- GREEN SPACE (LANDSCAPE AREA)

PARKING SUMMARY

REQUIRED PARKING:			
MOTOR SERVICE STATION	3 STALLS, PLUS 2 FOR EACH SERVICE BAY	10 SERVICE BAYS	34 STALLS
OFFICE	1 STALL PER 700 SF.	1,033 SF.	6 STALLS
AUTO SALES	1 STALL PER 500 SF.	2,003 SF.	12 STALLS
TOTAL PARKING STALLS REQUIRED:			57 STALLS

PROVIDED PARKING:		
STANDARD STALLS	(4x8)	351 EA.
TOTAL PARKING STALLS PROVIDED:		351 EA.

AREA SUMMARY

EXISTING:		
PREVIOUS	294,112 SF.	46.5%
PROPOSED	130,710 SF.	33.2%
TOTAL (8,151 AC)	304,810 SF.	100.0%

PROPOSED:		
PREVIOUS	234,374 SF.	60.0%
PROPOSED	195,536 SF.	34.0%
TOTAL (8,151 AC)	304,810 SF.	100.0%

ZONING AND SETBACK SUMMARY

THE PROPERTY IS ZONED GENERAL BUSINESS ZONE (B-3)

BUILDING SETBACK INFORMATION IS AS FOLLOWS:
 FRONT YARD = 30 FT.
 REAR = 30 FT.
 SIDE = 10 FT.

PARKING SETBACK INFORMATION IS AS FOLLOWS:
 FRONT YARD = 10 FT.
 REAR = 5 FT.
 SIDE = 5 FT.

LOT COVERAGE INFORMATION IS AS FOLLOWS:
 LOT WIDTH PERMIT = 100 FT.
 TOTAL SITE AREA = 304,810 SF. = 8,151 ACRES

BA
 BAKER ASSOCIATES, INC.
 ARCHITECTS

150 SOUTH FIFTH STREET
 SUITE 1405
 MINNEAPOLIS, MN 55402-1200
 TELEPHONE: 612.339.8601
 FAX: 612.339.2698

Luther
NISSAN-KIA
 1470 E. 50th St.
 Inver Grove Heights, MN 55127

New Facility

Issued:
 CUP AMENDMENT 04 JAN 2016
 BUDGET SET 04 JAN 2016
 CUP AMENDMENT REV. 29 JAN 2016

CUP AMENDMENT REV.
 January 25, 2016

LANDFORM
 From Site to Finish

105 South Fifth Avenue Tel: 612-252-9070
 Suite 513 Fax: 612-252-9077
 Minneapolis, MN 55401 Web: landform.net

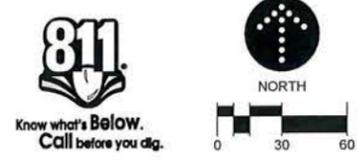
PROJECT MANAGER REVIEW
 BY: SES DATE: January 25, 2016

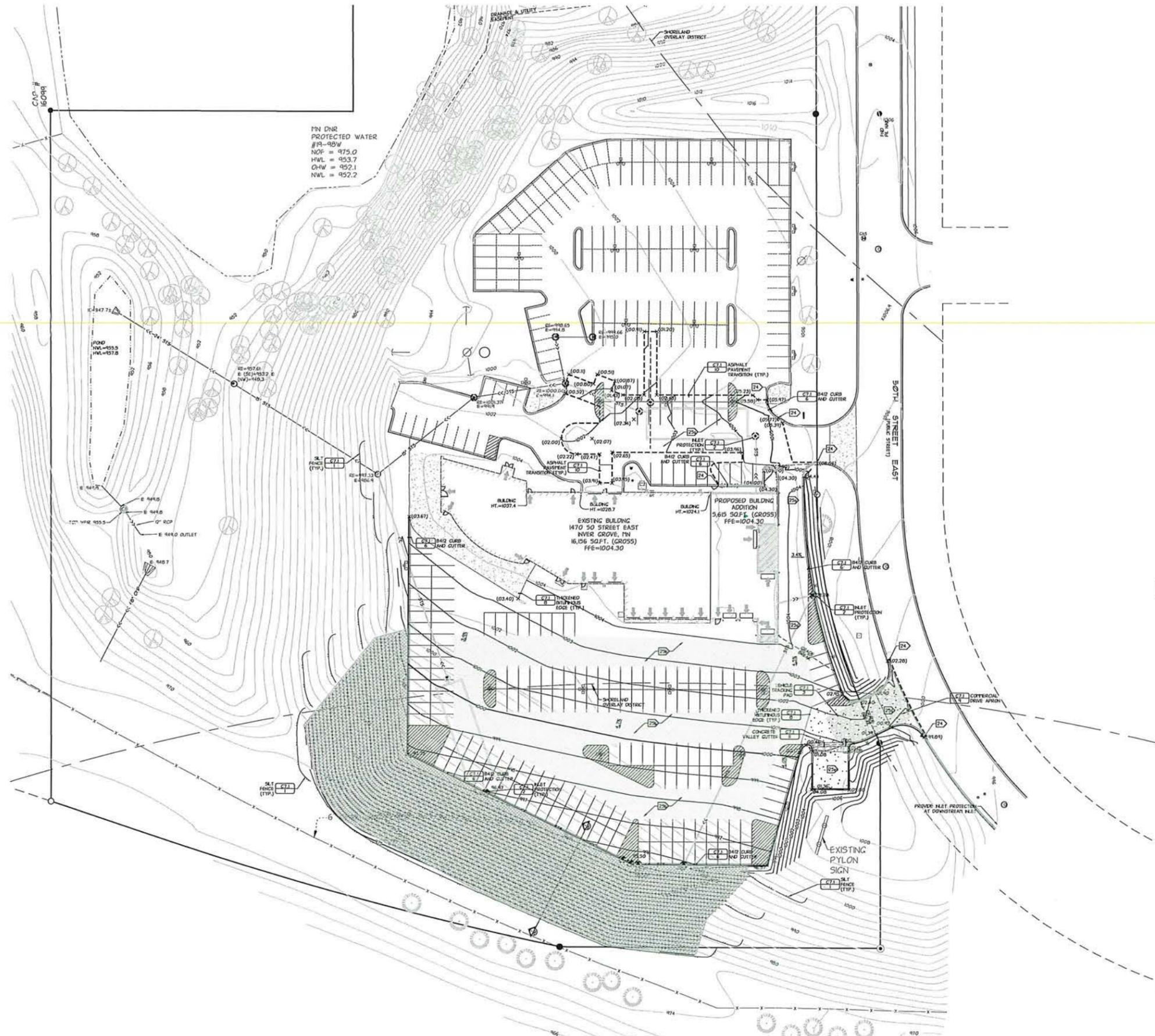
PRELIMINARY
NOT FOR
CONSTRUCTION

SITE PLAN

Scale: 1" = 30'
 Date: 01-25-2016
 Comm No: BAAL030

Sheet Number: C-201





MN DNR
PROTECTED WATER
#P1-45W
NOF = 975.0
MWL = 953.7
CHW = 952.1
NWL = 952.2

GENERAL NOTES

- FOR CONSTRUCTION STAKING AND SURVEYING SERVICES CONTACT LANDPOINT PROFESSIONAL SERVICES AT 612.292.9170.
- A PRE-CONSTRUCTION MEETING SHALL BE HELD AT THE CITY OF INVER GROVE HEIGHTS CITY HALL WITH THE ENGINEERING DIVISION AND EROSION CONTROL. SHALL BE INSTALLED AND INSPECTED BY THE CITY ENGINEER PRIOR TO COMMENCING WORK.
- INSTALL PERMEABLE SEEDING CONTROLS PRIOR TO BEGINNING WORK AND MAINTAIN FOR DURATION OF CONSTRUCTION. SEEDING CONTROLS AT THE AREAS CONTRIBUTING RUNOFF ARE PERMANENTLY STABILIZED AND DISPOSE OF OFF SITE.
- LEFT SOLE DISTURBANCE TO THE GRADING LETS SHOWN. SCHEDULE OPERATIONS TO MINIMIZE LENGTH OF EXPOSURE OF DISTURBED AREAS.
- MAINTENANCE PRACTICES SHOWN ARE THE MINIMUM REQUIREMENT. INSTALL AND MAINTAIN ADDITIONAL CONTROLS AS WORK PROCEEDS TO PREVENT EROSION AND CONTROL SEEDING CAUSED BY WIND OR WATER.
- CONTRACTOR SHALL PREVENT SEEDING LACKS WATER FROM ENTERING THE INFILTRATION SYSTEM UNTIL THE SITE IS COMPLETELY STABILIZED.
- ALL EXPOSED SOILS AREAS SHALL BE STABILIZED IMMEDIATELY TO LEFT SOLE EROSION IN THAT PORTION OF THE SITE WHERE CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED.
- SEED, SOO, MULCH AND FERTILIZER SHALL MEET THE FOLLOWING SPECIFICATIONS, AS PROVIDED:

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

- SEE LANDSCAPE SHEETS FOR PERMANENT TURF AND LANDSCAPE ESTABLISHMENT.
- SCAPE ADJACENT STREETS CLEAN DAILY. STREET SWEEPING SHALL OCCUR DAILY OR ON AN AS-NEEDED BASIS AS DETERMINED BY THE CITY ENGINEER. STREETS SHALL BE SWEEPED PRIOR TO THE CONTRACTOR LEAVING THE SITE FOR THE WEEKEND. STREET SWEEPING SHALL BE COMPLETED WITHIN 24 HOURS REQUESTED BY CITY OF GOVERNMENT AGENCY.

GRADING NOTES

- CONTACT UTILITY SERVICES PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING GRADING.
- REFER TO THE GEOTECHNICAL REPORT PREPARED BY NORTHERN TECHNOLOGIES, INC. DATED 07/27/14 FOR ADDITIONAL INFORMATION ON BACKFILL MATERIAL AND GROUNDWATER CONDITIONS.
- REMOVE TOPSOIL FROM GRADING AREAS AND STOCKPILE SUFFICIENT QUANTITY FOR REUSE. MATERIALS THAT BE TYPED FROM LANDSCAPE AREAS FOR USE ON SITE AND REPLACED WITH EXCESS ORGANIC MATERIAL WITH POOR OWNER APPROVAL.
- REMOVE SURFACE AND GROUND WATER FROM EXCAVATIONS. PROVIDE MIN. LIFTS OF STABLE FOUNDATION MATERIAL. F EXPOSED SOILS ARE WET AND UNSTABLE.
- REFER TO STRUCTURAL SPECIFICATIONS FOR EARTHWORK REQUIREMENTS FOR BUILDING PADS.
- AN INDEPENDENT TESTING FIRM SHALL VERIFY THE REMOVAL OF ORGANIC AND UNDESIRABLE SOILS. SOIL CORRECTION AND CORRECTION AND PROVIDE PROOF REPORTS TO THE OWNER.
- PLACE AND COMPACT FILL USING LIFT THICKNESSES MATCHED TO SOIL TYPE AND CONTRACTOR EQUIPMENT TO OBTAIN DESIRED COMPACTION THROUGHOUT THE LIFT. CONTRACTOR SHALL BROADCAST TO THE SITE MUST BE CLEAN FILL AS APPROVED BY THE GEOTECHNICAL ENGINEER AND IN ACCORDANCE WITH TITLE 4, CHAPTER 4, EXCAVATION AND FILL OF THE CITY CODE.
- COMPACT COHESIVE SOILS IN PAVED AREAS TO 90% OF MAXIMUM DRY DENSITY, STANDARD PROCTOR (ASTM D998) EXCEPT THE TOP 3 FEET WHICH SHALL BE COMPACTED TO 90% OF PROCTOR TO 90% DENSITY. IN GRANULAR AREAS, IN GRANULAR SOILS ALL PORTIONS OF THE FILL SHALL BE COMPACTED TO NOT LESS THAN 90% OF PROCTOR DENSITY (ASTM D998).
- COORDINATE WITH ARCHITECTURAL FOR BUILDING STAIR LOCATIONS. SLOPES SHOWN ON ADJACENT WALLS AND PARTITIONS SHOULD CONTINUE OVER STAIRS.
- AVOID SOIL CORRECTION OF INFILTRATION PRACTICES. NO EQUIPMENT WILL BE ALLOWED IN INFILTRATION AREAS.
- THE OWNER OR CONTRACTOR WILL OPERATE BETWEEN THE PERMITTED HOURS OF 7:00 AM TO 7:00 PM, MONDAY THROUGH SATURDAY ON THE PROPOSED 50TH STREET ACCESS.

PAVING NOTES

- SPOT ELEVATIONS AT CURBLINE INDICATE FINISHES UNLESS NOTED OTHERWISE. SEE SHEET C-11 FOR SPOT ELEVATIONS OF CATCH BASINS.
- GRADIES BETWEEN PROPOSED SPOT ELEVATIONS SHALL BE CONTINUOUS AND UNIFORM. SPOT ELEVATIONS SHALL COVER OVER CONTOUR LINES.
- MEET AND MATCH EXISTING CURB. PROVIDE 10 FOOT TRANSITION.
- PAVING SECTIONS (REFER TO GEOTECHNICAL REPORT BY NTL DATED 07-24-2014)
 - a. BITUMINOUS PAVING (LIGHT DUTY)
 - 1.5-INCH BITUMINOUS WEAR (PROCT 2360, SPW82400)
 - TACK COAT (PROCT 2307)
 - 1.5-INCH BITUMINOUS BASE (PROCT 2360, SPW82300)
 - 7-INCH AGGREGATE BASE (PROCT 3100, CLASS 5)
 - COMPACTED SUBSOIL
 - b. BITUMINOUS PAVING (HEAVY DUTY)
 - 1.5-INCH BITUMINOUS WEAR (PROCT 2360)
 - TACK COAT (PROCT 2307)
 - 2-INCH BITUMINOUS BASE (PROCT 2360, SPW82300)
 - 4-INCH AGGREGATE BASE (PROCT 3100, CLASS 5)
 - COMPACTED SUBSOIL
- CONCRETE VALEWAYS
 - 4-INCH CONCRETE WALK, 4000 PSI, 5% BK AIR ENTRAINED, MAX. 4" SLEPP (PROCT 2300)
 - 4-INCH AGGREGATE BASE (PROCT 3100, CLASS 5)
 - COMPACTED SUBSOIL
- CONCRETE DRIVEWAYS, WALKWAYS AND EXTERIOR SLABS
 - 6-INCH CONCRETE, 4000 PSI, 5% BK AIR ENTRAINED, MAX. 4" SLEPP (PROCT 2300)
 - 8-INCH AGGREGATE BASE (PROCT 3100, CLASS 5)
 - COMPACTED SUBSOIL
- REFER TO STRUCTURAL FOR CONCRETE SECTION
- ACCESSIBLE PARKING STALLS AND ADJACENT ACCESS AISLES SHALL NOT EXCEED A 2.0% SLOPE IN ANY DIRECTION.
- ACCESSIBLE ROUTES SHALL HAVE A MAXIMUM CROSS SLOPE OF 2.0% AND A MAXIMUM RUNNING SLOPE OF 2.0%.

EARTHWORK QUANTITIES

NOTE: EARTHWORK QUANTITIES ARE BASED ON A 1" HOLD DOWN IN PAVEMENT AREAS.

TOTAL CUT: 3,104 C.Y.
TOTAL FILL: 8,078 C.Y.
NET: 5,974 C.Y. FILL.

NPDES AREA SUMMARY

PERVIOUS	EXISTING	PROPOSED	ULTIMATE
	3.93 ACRES	3.39 ACRES	3.39 ACRES
	3.00 ACRES	3.37 ACRES	3.37 ACRES
TOTAL	6.93 ACRES	6.76 ACRES	6.76 ACRES

LEGEND

SYMBOL	DESCRIPTION	ESTIMATED QUANTITY
(Symbol)	INLET PROTECTION	13 EACH
(Symbol)	SET FENCE	872 FEET
(Symbol)	VEHICLE TRACKING PAD	1 EACH
(Symbol)	EROSION CONTROL MAT	70,000 SF (EQUIVAT 1020 OR EQUAL)
(Symbol)	TOP OUT CURB	
(Symbol)	PAVEMENT SAVIOUT	
(Symbol)	CONSTRUCTION LETITS	



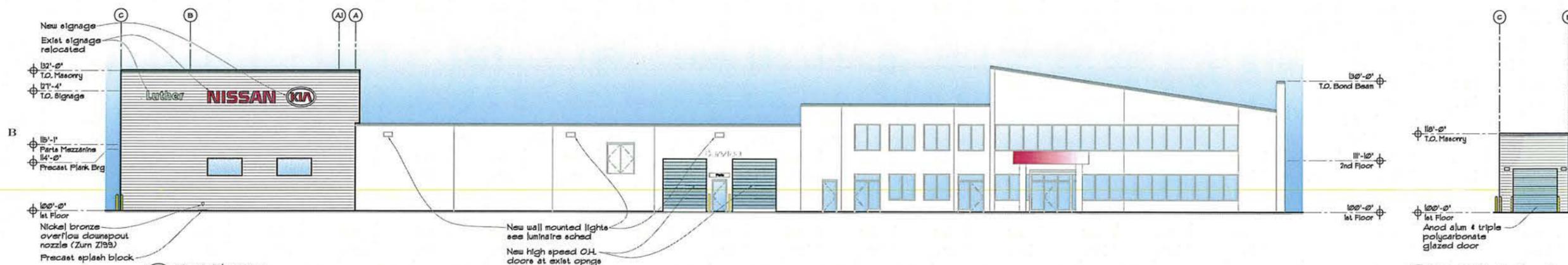


NISSAN-KIA

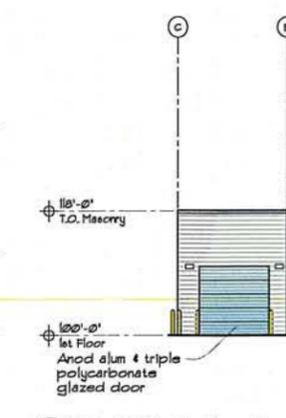
1470 50th Street East
Inver Grove Heights, MN

New Addition

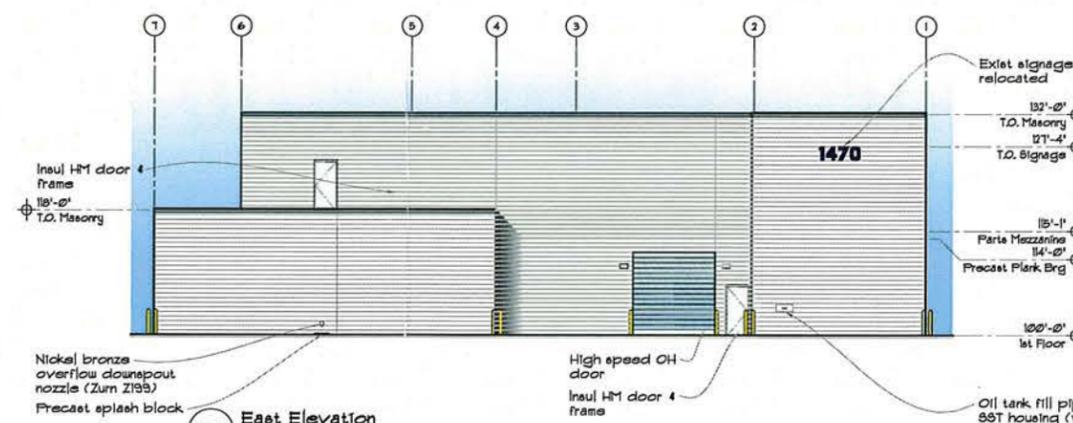
Issued:
CUP Amendment Rev 25 Jan 2016



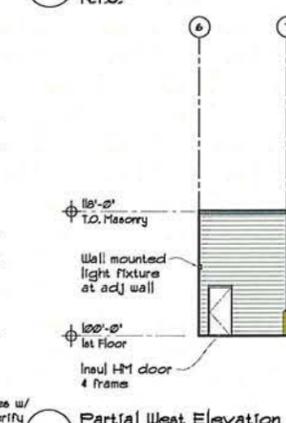
C1 North Elevation
N.T.S.



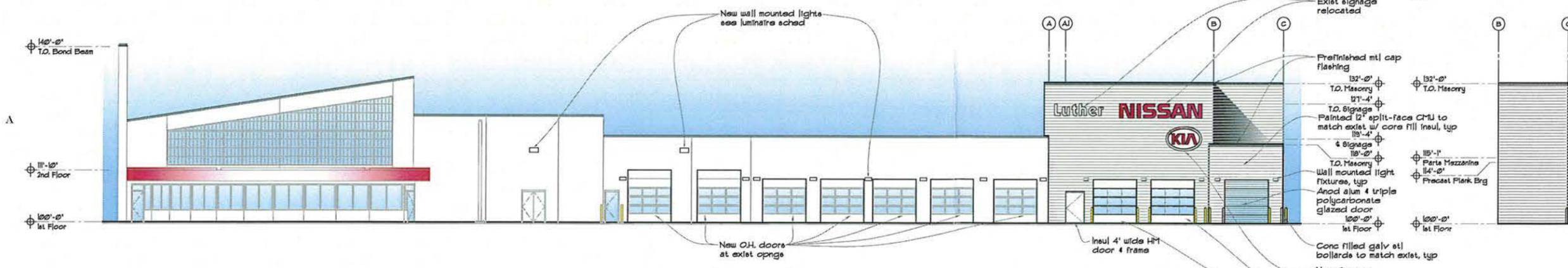
C3 Partial North Elevation
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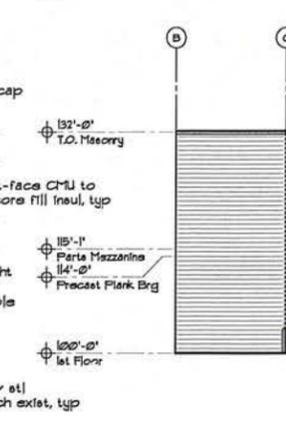
B2 East Elevation
N.T.S.



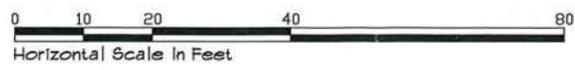
B3 Partial West Elevation
N.T.S.



A1 South Elevation
N.T.S.



A3 Partial South Elevation
N.T.S.



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed ARCHITECT under the laws of the state of MINNESOTA

Nguyen T. Hoang
Date: xx/xx/xxxx License No: 50034

Sheet Title
Exterior Elevations

Scale N.T.S. Sheet Number
Date xx/xx/xxxx **A-201**
Comm No xxxx