



INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, August 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. Approval of City Council Meeting Minutes July 11, 2016
 - ii. Approval of City Council Meeting Minutes Executive Session July 11, 2016
 - iii. Approval of City Council Meeting Minutes July 25, 2016
 - iv. Approval of City Council Meeting Minutes Work Session August 1, 2016
 - v. Approval of Special City Council Meeting August 12, 2016
 - B. Resolution Approving Disbursements for Period Ending August 17, 2016
 - C. **GERTEN GREENHOUSES**; Approve a Resolution Approving a Wetland Replacement Plan for Wetland Mitigation of 0.34 acres for property Located at 550 Blaine Avenue
 - D. **DAKOTA COUNTY**; Approve a Resolution Approving a Wetland Replacement Plan for One Wetland located in the Reconstruction Area of Hwy 55 and Argenta Trail/Yankee Doodle Trail Intersection
 - E. Approve the Contract for Services Agreement with ISD 199 for School Resource Officer
 - F. Consider Approval of Revised Resolution Supporting City Funding Sources for \$2,000,000 State Bonding Grant
 - G. Consider Pay Voucher No. 3 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge
 - H. Consider Final Pay Voucher No. 1, Engineer’s Final Report, and Resolution Accepting Work for City Project No. 2016-09A – Crackseal
 - I. Consider Pay Voucher No. 2 and Change Order No. 3 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)
 - J. Approve Custom Grading Agreement for 9408 Aladin Trail
 - K. Resolution Receiving and Accepting Proposal for Professional Services (Individual Project Order (IPO) No. 24B) from Kimley-Horn and Associates, Inc for City Project No. 2014-11 – Argenta Trail and Trunk Highway 55
 - L. List of Saleable City-Owned Properties
 - M. Personnel Actions
5. **PUBLIC COMMENT**: Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. CALATLANTIC GROUP, INC.; Consider a Resolution approving the Final PUD Development Plan for Blackstone Ponds 2nd and 3rd Addition, Final Plat, Development Contract and related agreements for the plat of Blackstone Ponds 2nd Addition. Property located on north side of 70th Street at Archer Trail

B. SARJU IGH, LLC; Consider the following for property located at 5448 South Robert Trail:

- a) A Resolution relating to a Major Site Plan Approval for a four story hotel.
- b) A Resolution relating to a Conditional Use Permit to exceed impervious surface in the shoreland overlay district.
- c) A Resolution relating to a Conditional Use Permit to exceed the maximum height allowance in the B-3, General Business District.
- d) A Resolution relating to a Variance to allow the parking lot to encroach into the front yard setback.

C. INVER GROVE STORAGE; Consider the following for property located at 9735 South Robert Trail:

- a) A Resolution relating to a Preliminary and Final Plat for a one lot subdivision.
- b) A Resolution relating to a Conditional Use Permit Amendment to construct a three-story storage building.
- c) A Resolution relating to a Variance to exceed the maximum size allowance for a wall sign in the I-1 zoning district.

II. ADMINISTRATION

D. CITY OF INVER GROVE HEIGHTS; Consider First Reading of Ordinance Amendment 8-6-2 Relating to Rubbish (Trash) Haulers Licenses

E. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of Ordinance Amendment 5-6-1 Relating to Use of Bows and Arrows

III. PUBLIC WORKS

F. Consider Resolution Receiving Proposals and Accepting Proposal from Wenck Associates for Updating the City's Water Resources Management Plan

G. Additional Request for Change in Work Hours by EJM Pipe Services, Inc. on City Project No. 2015-13 and 2015-16

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

Executive session to consider employee matter subject to 13D.05 subd. 2(b).

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, JULY 11, 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, July 11, 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, Senior Office Support Fox, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen and Fire Chief Thill.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

A. Minutes of June 13, 2016 City Council Meeting

B. Resolution 16-22 Approving Disbursements for Period Ending July 6, 2016

C. Approve Transfers to City of Inver Grove Heights Economic Development Authority (EDA) **Resolution 16-123**

D. Resolution 16-124 Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes

E. Approve Custom Grading Agreement and Stormwater Facilities Maintenance Agreement for 2122 94th Court (Lot 4, Block 1, Shamrock Oaks)

F. Resolution 16-125 Receiving Professional Services Proposal and Accepting Proposal from Short Elliot and Hendrickson, Inc. (SEH) for City Project Nos. 2016-09E – Bancroft Way Area Reconstruction and 2017-09E – 93rd Street/Abigail Court Reconstruction

G. CITY OF INVER GROVE HEIGHTS; Consider a **Resolution 16-126** Authorizing Staff to Submit a Planning Assistance grant funds Application to the Metropolitan Council to Cover Costs Preparing the 2040 Comprehensive Plan Update

H. Personnel Actions

Mayor Tourville pulled item 4F.

Motion by Bartholomew, second by Hark, to approve Consent Agenda items 4A through 4H.

Ayes: 5

Nays: 0

Motion carried.

Mayor Tourville asked to remove himself from approving item 4F.

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

Ayes: 4

Abstain: Mayor Tourville

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

6. PUBLIC HEARINGS:

None.

7. REGULAR AGENDA:**I. COMMUNITY DEVELOPMENT****A. MIKE PONE; Consider a Resolution 16-127 relating to a Variance to allow a deck and patio addition to encroach into the bluff line setback for property located at 8336 River Road.**

Mr. Link, Community Development Director summarized the item. The critical area ordinance requires a 100 foot set back from the bluff line. The applicant is requesting a 20 foot setback of the bluff line for the construction of a deck, patio and pool. The City granted a similar variance for the house in 2005 and then another variance for a fence in 2009. The application was sent to the Minnesota Department of Natural Resources, they had no objections on the variance. The proposal meets the purpose of the zoning code and intent of the Comprehensive Plan. Mr. Link stated that staff finds it to be a reasonable request. He stated variances are common for patios and decks. There is one condition here regarding the storm water facilities maintenance agreement that the Engineering Department attached. He stated the Planning staff and the Planning Commission recommend approval.

The Council asked the applicant if he understands the storm water requirements. The applicant replied in the affirmative. The Council asked the applicant if he had questions. The applicant replied in the negative.

Motion by Piekarski Krech second Bartholomew to approve the variance to allow a deck and patio addition to encroach into the bluffline.**Ayes: 5****Nays: 0 Motion carried.****B. FRANCIS MYERS; Consider a Resolution 16-128 relating to a Conditional Use Permit to allow sheet metal siding on a detached accessory building for the property located at 11400 Albavar Path.**

Mr. Link, Community Development Director summarized the item. He mentioned that the Conditional Use Permit requires a 4/5 of the City Council. The request is to allow the steel siding onto a detached accessory building. Mr. Link outlined the property. It is an E-1 zoning districts and has 5 acres. The proposal is for the accessory building to be used to store his personal items. The proposal complies with the zoning requirements such as size, setbacks, and impervious conditions. Staff finds that it is also in compliance with requirements for steel buildings. Mr. Link stated it complies with the CUP criteria relating to land use impacts such as setbacks and aesthetics. The property is appropriate for the use. The structure is 200 feet from the road and other structures. He stated the Planning staff and Planning Commission recommended approval of the request.

Motion by Bartholomew second Piekarski Krech to accept the Conditional Use Permit.**Ayes: 5****Nays: 0 Motion carried.****8. MAYOR & COUNCIL COMMENTS**

Mr. Lynch announced that the City Council has a joint meeting on July 12, 2016 with the ISD 199 in the City Council Chambers. The purpose of the meeting is to hear from Kelly Harder on poverty in Dakota County. Then each party will provide a summary to each other on current activities and events.

Mayor Tourville announced Night to Unite on August 2, 2016. He stated that residents can register their block party by calling the Inver Grove Heights Police Department, 651-450-2525. It instructed residents to

go to the website. He stated that others will attend the block party such as police, fire and parks and recreation staff.

Mayor Tourville announced the Kids' Safety Camp on August 4, 2016, he instructed residents to register on the city's website.

Mayor Tourville announced the State Primary Elections on August 9, 2016. He stated you can register and vote before the 9th. Mayor Tourville discussed which offices were on the ballot.

9. EXECUTIVE SESSION

The Council discussed the reason they were going into an Executive Session, they were to discuss strategies and goals previously discussed at City Administrator Lynch's performance review. Mayor Tourville discussed that goals of the City going forward will be shared with the public.

City Attorney, Mr. Kuntz stated that the MN State 13D.05 subd. 3A provides that a public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated before closing the meeting. At the next open meeting the body shall provide a summary of the evaluation. Mr. Kuntz explained that this is an ongoing session from the past performance evaluation. He stated there will not be any formal action taken this evening.

Motion by Piekarski Krech second Hark to go into an Executive Session.

Ayes: 5

Nays: 0 Motion carried.

10. ADJOURN: Motion by Mueller, second by Hark to adjourn. The meeting was adjourned by a unanimous vote at 7:16 p.m. to go into an Executive Session. Council returned from Executive Session motion by Piekarski Krech, second by Bartholomew to adjourn. The meeting was adjourned by a unanimous vote at 9:14 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, JULY 11, 2016 - 8150 BARBARA AVENUE**

A. ROLL CALL: The City Council of Inver Grove Heights met in an Executive Session on Monday, July 11, 2016, in the City Council Chambers. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch,

1. Summary Minutes of Executive Session July 11, 2016

The City Council met with City Administrator Lynch in an Executive Session to follow up on goals and strategies for him and in conjunction with those set for the City. There was no action taken by Council upon adjournment. Council did direct Lynch to establish and publish the following as the Goals for the City: determination of best alternatives to manage and provide for proactive maintenance of all city assets, determine infrastructure financing that is sound, feasible, flexible and deals with the needs for the City for the next 20 years, consider establishing a communication method to enable the City to clearly, consistently communicate with the community and prepare an organizational review of the operations of the city that includes possible changes to alignment, relationships, workload and structure of the City. Council discussed best customer service practices and implementation.

Piekarski-Krech moved and Bartholomew seconded to adjourn the meeting at 9:14 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JULY 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, July 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, City Engineer Kaldunski.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

A. Minutes of June 27, 2016 City Council Meeting Minutes

Minutes of July 5, 2016 Work Session Meeting Minutes

B. Resolution 16-129 Approving Disbursements for Period Ending July 20, 2016

C. Consider Pay Request #2/Change Order #1 for the VMCC Roofing Project - City Project 2016-14

D. Consider Pay Voucher No. 1 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)

E. Consider Pay Voucher No. 9 for the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70th Street Lift Station, Argenta District

F. Consider Pay Voucher No. 2 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

G. Approve Custom Grading Agreement and Permanent Drainage and Storm water Ponding Easement for 10280 Blair Avenue (Lot 1, Block 2, Woodland Estates)

H. Resolution 16-130 Approving Joint Powers Agreement with Dakota County for Amana Trail

I. Discontinue Canadian Goose Hunting Season

J. Personnel Actions

Mark Vann, 1660 Argenta Trail asked to pull Consent Agenda item 4I Discontinue Canadian Goose Hunting Season.

Motion by Bartholomew, second by Hark, to approve 4A through 4J excluding 4I.

Ayes: 5

Nays: 0

Mr. Lynch explained item 4I and discussed why this item was on the agenda. He explained that staff would like to discontinue early hunting season and reexamine the hunting season in 2017.

Mr. Vann, 1660 Argenta Trail stated that hunting has been beneficial in the last 12 seasons. He stated that they have been successful as ridding the city of geese in the area. He stated he confirmed with the Police Department that there have been no incidents, issues or complaints regarding geese hunting. He stated that this is a service to the City at no cost to the City. He stated hunters are charged \$20.00 for the City permit. He stated he had not heard concerns from the Police Department. He stated he is providing a service and safety issues haven't been a factor. He stated he is saving the City money. He suggested the Police come out to the hunting area to determine if there are unsafe measures occurring.

Shelley Calvert, City Government Intern stated that the City Council spoke with staff regarding this issue at the July 5th work session. She stated based on previous numbers the majority of the birds being

harvested was primarily migratory birds and not residential birds. She stated early season does not decrease the amount of geese. She stated alternative forms of goose control are safer to the public.

Councilmember Mueller asked the date of early season. City Administrator Lynch replied early September. City Administrator Lynch stated the City has allowed specific weekends and every other weekend in September. He stated complaints were received from neighboring cities in Sunfish Lake and South St. Paul. South St. Paul Police Chief contact our City's Police Chief to complain. They were concerned over safety, frequency and noise. Mr. Lynch stated that there is only one area of the City that allows for hunting currently.

Councilmember Hark asked how many permits were issued last year. Interim Police Chief Folmar stated less than 15 permits. Councilmember Bartholomew asked about a survey. City Administrator Lynch stated the survey was for deer bow hunting.

Councilmember Mueller stated that the birds that come in early are not mitigating birds. Ms. Calvert replied that statistics showed that hunting geese in the early season doesn't decrease the migrating bird population. City Administrator Lynch stated that the area of past hunting will be developed and its changing the character of the land. The area will have a Parade of Homes this fall. Staff recommends stopping the hunting of the Canadian geese. Councilmember Mueller asked the location of the current hunting area. Mr. Lynch replied and identified that the hunting area was on the east side north of Blackstone Bridge development will occur.

Mr. Vann stated that the last year's season was the first three weeks of September and one weekend at the end of the season. He stated we were not hunting throughout the season. Mr. Vann suggested that the Police Department come out and see if the shooting is unsafe since they are the expert of fire arms. Councilmember Piekarski Krech stated the Police Department said it wasn't safe. Mayor Tourville stated that the area is ace in the hole land and residents stated they didn't care if it stopped or continued.

Tom Leech, 6760 Arkansas Ave. stated he contacted Tom Foster who has control over Ace in the hole and has control of the eastern hole, he stated if the City is okay with hunting then he is okay with it. He stated there is only two years more of shooting geese. He opined that 90% of the geese shot are local. He opined that the hunters can tell they are local because of how they act compared to migrate birds. He asked to continue hunting for the next two years. He stated near his house he has decreased the size of the flocks and feels he is doing a service to his community. He discussed that he can get consent for hunting from everyone and stated if he has to get written consent he will do that. He stated that he has been servicing the City for over 12 years.

Councilmember Piekarski Krech asked the approximate time of the hunting. Mr. Leech responded day break and sunset is when they shoot. She stated that is part of the problem with the surrounding communities. The noise starts early in the weekend before people want to get up.

Jim Corey, City of Woodbury, stated that the flight patterns of the birds show that they are local. The migrate birds fly higher and are in larger flocks. They only shoot local geese. He stated they are very safe in hunting geese. The negative effect is noise. He asked that they hunt for the next two years until the development begins.

Dennis Deeb, 7079 Agnes St. He stated that the hunting noise is from the gun clubs, it's not from ace in the hole property. He stated that in October is when they hunt not the early weeks in September because the corn has not been harvested and geese won't fly down when there are still corps in the fields. He opined that is why the hunting numbers are skewed.

City Administrator Lynch stated that the area is changing and is not the same as it has been. There will be open houses in the summer. People will be traveling in the area that won't know the area. Staff is worried about safety.

Councilmember Hark stated we have to move forward, development is happening and we need to say no more hunting. The noise issue is subjective to residents.

Councilmember Bartholomew asked about the number of complaints received.

Tom Leech, 6760 Arkansas Ave stated that the constructions trucks are making more noise in the morning. This is just a little bit of shooting. He opined that the statistics of the geese received by the City are inaccurate.

Interim Police Chief Folmar discussed the statistics of Geese population. He stated that these limits have been increased to 10, water restrictions have been lifted. He asked if we are trying to protect residents or decrease the population of geese, he opined that these are two different things. Interim Police Chief Folmar stated the last year's numbers of complaints received were two but Administration also heard complaints. Councilmember Piekarski Krech opined that it could be the same person complaining.

Councilmember Mueller stated he wanted to extend the hunting one more year but not next year.

Councilmember Piekarski Krech stated Parade of Homes is in mid October. She stated that staff recommendation is to discontinue early geese season. Early geese season is in early September.

City Administrator Lynch stated that staff's intent was to discontinue all geese hunting not just the early part of the September season.

Mr. Vann 6660 Argenta Trail stated he asked for one more hunting season. He specified that the hunting times will be mid morning and late afternoon into the evening.

Councilmember Hark clarified that they are asking for one more year. Mr. Vann stated in the affirmative. Councilmember Hark stated he doesn't want the hunters to come back next year to ask for another permit. Mr. Vann agreed.

Councilmember Piekarski Krech stated she is comfortable with hunting this season and asked for the hunters to be judicious when shooting. She stated she will agree to one more year. City Administrator Lynch clarified that the early season is included in the extension of one year. The Council stated in the affirmative.

Councilmember Bartholomew asked about the Ordinance is there a setback for a hunter when hunting with a fire arm. City Administrator Lynch replied there is no setback.

City Attorney Kuntz, stated that he understands the Council is allowing hunting for this season. He asked is the Council saying that the second part of the motion is to discontinue hunting after the 2016 season. The Council unanimously agreed.

City Clerk Ms. Tesser asked if hunting would be allowed to start in September 2016 through December 2016. Councilmember Piekarski Krech stated in the affirmative.

Mayor Tourville asked staff to get confirmation from ace in the hole that hunters received permission.

Council asked for the City to communicate this information to residents, contractors and businesses.

Motion by Piekarski Krech, second by Mueller, to allow geese hunting through the 2016 season.

Ayes: 5

Nays: 0

Motion carried.

Councilmember Bartholomew brought forward the Canvass meeting schedule. The Council agreed on changing the time to 8:00a.m.

Motion by Bartholomew, second by Hark, to approve item 4G with the time change.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Stephanie Dorsher 4550 78th Street discussed a parking issue on her street, dumping garbage, storing items etc. She provided photos of the cars and activities to the Council. She brought a petition forward to the Council from her neighbors. She requested that her street be a no parking permitted street only.

Interim Police Chief stated that he did discuss the issue with the trailer homes and they are improving resident parking. He stated they are making efforts to get this completed in a timely manner.

Mayor Tourville asked about the towing companies, he asked why towing companies can use streets to tow and then pick-up trucks later. Interim Police Chief stated he believes that was an isolated issue and has been resolved.

Interim Police Chief stated that no parking restriction would push the problem to another street. Mayor Tourville asked for Ms. Dorsher to correspond with the Police Chief directly. Folmar stated he will follow up with Ms. Dorsher and the City Council.

Isaac Gimm, 4035 78th Street he stated that he thinks the issue is an internal issue. He opined that the trailer park residence will continue to park on their street since the residential lot is down the road. He stated there is no other resolution for our street than to make it no parking. Mayor Tourville discussed the difficulties that would happen if they required a permit only street.

Councilmember Bartholomew asked for staff to look into the Conditional Use Permit and see if they was regulation on the trailer home parking per city code. Mr. Link stated he will look into it but that the mobile home park was grandfathered-in however, there have been newer parts added.

Rob Bosworth, 7818 Davidson Court, he has been a resident for 30 years. He stated east side of Concord Street has 40 cars daily. They should park on the east side of the street.

John Howe, 2345 South Oak Road, Red Wing MN is running for US Representative 2nd Congressional District, he was the former Mayor of Red Wing. He carried the bill of the left hand yellow arrow turn. He wanted to introduce himself to residents.

6. PUBLIC HEARINGS:

None.

7. REGULAR AGENDA:**I. PARKS AND RECREATION****A. Consider Formal Response from the City of Inver Grove Heights to City of South St Paul Conditional Use Permit for the South St. Paul Rod and Gun Club Expansion Project**

Mr. Carlson, Parks and Recreation Director introduced the item. He stated that staff is asking if the City Council would like to draft a letter to the City of South St. Paul regarding the expansion of the Gun Club. The club is nearly finished constructing a 25' tall berm which they plan to use for the rifle range. The shoot range does aim at Heritage Village Park/Mississippi River Regional Trail. Mr. Carlson offered the letter for the Council's consideration.

Mayor Tourville asked about his visit to the range. Mr. Carlson stated that on Friday July 15th, he toured the gun club site with the AECOM Engineering firm, who according to the owners of the club are experts in shooting facilities. The direction of the shooting will be on the north side shooting southerly towards the park. They are constructing a 25 foot berm. A best practice recommendation is 20 feet so they are constructing 5 feet more. The slope of the berm is a 3:1 and a 1:1 slop is considered best practice. The berm is designed to abate noise and collect ammunition. They are installing a number of safety features that include baffles to prevent ammunition and abate sound to move up, this is referred to a blue sky shooting. The building would be three stories. They are installing a eyebrow on the end of the range designed to catch any stray ammunition from leaving the site. The sound will be pushed upward. They also plan on building a wall. Mr. Carlson referred to the site plans if Council required more details.

Mayor Tourville stated that as a Council we can comment but we can't stop the expansion of the project.

Mr. Kuntz affirmed that statement and stated that the City of Inver Grove Heights' position would be similar to any other resident complaining.

Councilmember Bartholomew asked about the 3:1 vs. 1:1 improvement of the slope and whether it faces the gun shooter or does the shooter have the straight wall. Mr. Carlson stated the berm surrounding has a 3:1 slope on all three sides.

Councilmember Hark asked how the City heard of the expansion. Mr. Carlson stated we became aware of it because of the Conditional Use Permit (CUP) for the building. Construction of the building has not be started. Councilmember Piekarski Krech asked about Dakota County and whether they had issues with the expansion. Mr. Carlson stated internally Dakota County stated that they were supportive of the City but did but staff seemed to not want to bring it to the board level. Mr. Carlson provided photos to the Council. Councilmember Piekarski Krech expressed concern of the Mississippi regional trail. Mr. Carlson illustrated where the trail and the berm would be built. He also showed the building construction plans.

Councilmember Mueller asked about Mr. Carlson's feelings on the expansion. Mr. Carlson stated that guns will be pointed at Heritage Park and that it's unnerving. He discussed the complaints that the City will get due to the expansion. Mayor Tourville asked about the berm the City constructed in the past. Mr. Carlson stated that the City constructed in 2009 a berm and that berm was 8 feet tall. At that time the City did not know of the best practices of a berm height. The City knows now that it should have been built 12 feet tall with the 4 feet flat top and 2:1 slope.

Councilmember Hark asked if the best practices are required by the Gun Club. City Attorney Kuntz did not know the answer to the question posed.

Joe McBride, 4055 59th Street E., expressed his concern over the expansion, he stated that the 25 foot berm constructed is creating hot spots that is creating louder noises than before.

Keith Joyce, 5873 Concord Blvd expressed concerns over the noise and expansion. He appreciated the City sending a letter to South St. Paul regarding the Gun Club expansion.

Councilmember Mueller stated that sound studies have been conducted. He instructed that the residents go down to the South St. Paul gun club and get the studies.

Councilmember Mueller stated that semi automatic guns are being fired.

Mr. Joyce stated that they would like to change the language to include rifles, pistols and automatics in the letter. Councilmember Piekarski Krech was interested in sending a letter to South St. Paul. Councilmember Bartholomew asked to look at the Ordinance to see if they shall follow best practices. He supports the letter and changing the verbiage to add pistols.

Mr. Joyce asked if there is a stronger approach. Mayor Tourville stated the City Attorney Kuntz will look into other approaches. The City Council discussed possible positions.

Councilmember Piekarski Krech suggested that members of the Council be present at the meeting on August 1st.

Motion by Bartholomew second Piekarski Krech to send the letter to the Gun Club Expansion Project with changes discussed.

Ayes: 5

Nays: 0 Motion carried.

II. COMMUNITY DEVELOPMENT:

B. CALATLANTIC GROUP; Consider a Resolution 16-131 relating to a Preliminary PUD Development Plan Amendment and Final PUD for Blackstone Ponds 1st Addition. Property located north side of 70th Street at Archer Trail.

Community Development Director, Mr. Link outlined the item to the Council. He discussed the town home units and the setback be reduced from 25 feet to 15 feet. The retaining wall that was constructed is an inflation basin, it extends five feet into the yard of those six units, and the company is asking if they can move their front yard units for the set back. The Planning staff stated that the 28 feet long street to curb still has significant parking and no concerns have been expressed by the Engineering Dept. The Planning Commission has concern over precedence. They believe other options should be explored. The Planning Staff recommends approval and the Planning Commission has recommended denial.

Tracy Rush with Calatlantic Group, 7799 Anagram Drive Eden Prairie, MN. She discussed the wall and illustrated the wall on the map. She described that the wall went five (5) feet to the North. She stated to the Council that we are asking for the flexibility of one building. She stated it's constructed already, and

we would like to keep the wall. She stated by shifting it by five feet we could get the area back and we would still have the feet of the drive way. The difference is the private street is 18.5 for the driveway; we wouldn't have the place to decrease that amount. The pedestrian sidewalk is on the other street. She stated that staff looked at every scenario and that is why they are in front of the Council today.

Councilmember Piekarski Krech stated the wall was staked and the Engineers should have known. But this makes me question of that the rest of the construction is built to spec. She stated she doesn't have a problem with the exception.

The City Council agreed that they didn't want to see this happen again. Ms. Rush stated that these units are smaller and removing five (5) feet removes two bedrooms. They are designed efficiently and there is no wasted space. If they don't have a deck it would look silly.

Councilmember Hark asked that the staking be checked twice in the future. The applicant stated it will be double checked.

Motion by Hark second Piekarski Krech to approve the Resolution relating to the Preliminary PUD Development Plan Amendment.

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of an Ordinance to opt-out of the requirements of Minn. Statute 462.3593, subd. 9, which defines and regulates Temporary Family Health Care Dwellings.

Community Development Director, Mr. Link provided a summary of the item. The standards have to abide by setbacks and the unit limited to 300 feet. If cities don't take action then it's a permitted use. Otherwise the City has an opportunity to opt-out of the requirements. We would not allow these mobile structures. Staff, Police and Fire recommend we opt-out of this requirement.

He stated that last month the City Council approved a dwelling unit for a longer time period and it met all building, plumbing and electrical code requirements. The City Ordinance provides flexibility and safety along with confidentiality. If someone uses this structure they have to provide medical information to the City. Mr. Link stated that the accessory building unit owner doesn't have to provide medical information. The Planning Commission and Staff support opting-out of the Ordinance. This must be done by August 1, 2016. Councilmember Piekarski Krech stated that she agrees to the two readings acceptance of the Ordinance. She stated just in case there is someone out there with a pressing issue, they can still have the opportunity to bring it forward to the Council

City Attorney Mr. Kuntz stated that this is the first reading. The next meeting the Council will be asked to approve the Ordinance in the second and third reading with a unanimous vote of the reading.

Motion by Piekarski Krech second Bartholomew to approve the first reading of the opt-out ordinance.

Ayes: 5

Nays: 0 Motion carried.

III. ADMINISTRATION

D. CITY OF INVER GROVE HEIGHTS; Request for Amendment to Bow Hunting Ordinance

Michelle Calvert, Government Intern summarized the item and reviewed the Bow Hunting Ordinance to the Council.

Mayor Tourville stated that he heard the proficiency test wasn't readily accessible and it has to be scheduled. He expressed concern over hunting season starting soon. He asked about how staff is communicating to the residents. Lynch stated that residents don't know about the test because staff was waiting for the Council's decision on the Ordinance amendment. Lynch responded that residents can get this proficiency test completed at different places throughout the metro area.

Mayor Tourville expressed concern over the ability for resident's to obtain the accuracy test. Councilmember Piekarski Krech stated she doesn't have an issue with the ordinance language. Councilmember Hark stated the information could be given out to the residents in enough time. City Administrator Lynch stated that the Council could adopt the ordinance in one reading. The information has been available and the posting was done and the minutes have been available. Ms. Calvert stated that the website has been updated to reflect the possibility of a proficiency test.

Mayor Tourville expressed concern regarding the timing of the implementation of the Ordinance along with the hunting season and the length of time the proficiency test could take to schedule. City Administrator Lynch stated this is commercially available and isn't difficult to obtain and there are 11 places you can obtain testing. Ms. Calvert stated she personally called and spoke to these places and stated that proficiencies can be done on the spot. Councilmember Bartholomew asked if she spoke to the vendors, Ms. Calvert stated in the affirmative.

Councilmember Mueller stated that bow hunting permit contact information is retained by the Police Dept.

Ms. Calvert discussed communication measures that can be implemented.

Councilmember Bartholomew asked where the hunting licenses are obtained. He stated we could provide the names of these places with the permit information. City Administrator, Lynch stated we can send out information through the Chamber of Commerce. Ms. Calvert stated at the July 5, 2016 work session that the Council wanted this to be a second reading and not done in three readings. Councilmember Bartholomew stated that we should keep the information as is. Mayor Tourville stated that the complaints are going to be from hunters that want to hunt on their own property. Ms. Calvert stated that the registration can be down easily by submitting that information.

Motion by Piekarski Krech seconded by Mueller to approve the first reading of the Bow Hunting Ordinance Amendment.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS

City Administrator Lynch asked the Council to adopt the summary of the executive session from July 11, 2016 Council meeting. Councilmember Piekarski Krech stated she didn't consider establishing a communications position. Councilmember Piekarski Krech asked to eliminate the sentence. Councilmember Hark asked to add customer service implementation. Council asked for the minutes to be brought forward again for approval.

Motion by Piekarksi Krech seconded by Hark to table the Executive Session Summary minutes to be considered at the next Council Meeting with said corrections.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville asked that the goals be presented going forward and that it's public information.

Councilmember Hark discussed a housekeeping matter. He stated there's a change to the Minutes that was brought to his attention. The changes is from the April 9, 2016 meeting minutes to change the name of the street from Doffing Ave. to Diffley Road. Mr. Kuntz stated that the Council should make a motion to ratify that correction.

Motion by Piekarksi Krech seconded by Hark to make the minor correction to the April 9, 2016 meeting minutes from Doffing Ave to Diffley Road.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech announced Night to Unite on August 2nd.

9. ADJOURN: Motion by Mueller, second by Hark to adjourn. The meeting was adjourned by a unanimous vote at 9:10 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, AUGUST 1, 2016, 6:00 PM – 8150 BARBARA AVENUE**

A. CALL TO ORDER/ROLL CALL: The City Council of Inver Grove Heights met in work session on Monday, August 1, 2016, in the Inver Grove Heights City Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. Present were: Mayor Tourville, Councilmembers Bartholomew, Hark, Mueller and Piekarski Krech. Staff; City Administrator Joe Lynch, Community Development Director Tom Link, Finance Director Kristi Smith, Public Works Director Scott Thureen, and City Attorney Tim Kuntz. The Pledge of Allegiance was recited.

1. STORMWATER ORDINANCE

T. Kalduski, City Engineer, went over the reason for the update of the stormwater ordinance. It was updated to address program requirements of the NPDES MS4 Program. The ordinance was updated in 2006 and 2014.

Ron Leaf, PE, of SEH, reported that the ordinance has been updated with his help, staff and the city attorney. The NPDES Storm Water Program required by the MPCA did not meet certain criteria. New developments or redevelopment projects also did not meet the requirements. 90% of the ordinance is good but 10% of the ordinance is being updated. The areas requiring updates under the NPDES Storm Water permit are:

- Construction Site Stormwater Management
- Permanent Stormwater Management (ponds, etc.).
- Illicit Discharge

Updates to the MS4 Permit in 2013 by the MPCA, needed to be incorporated in the ordinance for the city to comply with the revised permit. The illicit discharge part of the ordinance was recently updated.

The current ordinance requires an inch of volume control in new developments and redevelopments requires a half inch of volume control. The new requirements are an inch of volume control for both. The new ordinance will also address infiltration practices.

The next steps are final ordinance/updates, public hearing process, and three readings with the city council.

Documents also need to be updated with the new ordinance requirements and they are about 90% done. The documents will address how staff would enforce the requirements of the ordinance and will become before council when finished.

Councilmember Mueller asked about the response time of staff to an inspection request. T. Kalduski responded that staff would have to respond quickly for some requests.

T. Kalduski responded that there are 240 MS4 cities in the metro area that are reviewing and adopting the model ordinance and it is pretty technical. The stormwater permit and fees would be incorporated into the building permit. Staff would educate developers of the new requirements by sending it out to current developers, the city newsletter, the city website and other outlets.

It was decided to go through the City Council process.

2. 2017 Budget

J. Lynch reported that for three years the budget has been reviewed at the workshop. On August 29th other departments will present their requests at 7:00 PM.

K. Smith reported that Dakota County can track sales by city, neighborhood and type of house. She has not received that information yet, but will once it is available. Tonight Police, Fire and Public Works will have their budget requests. On August 29th other departments will present their budgets.

S. Thureen reported there are two requests for the 2017 Engineering Budget:

1. \$15,000 for help with the Comprehensive Plan Update (transportation, water supply and sanitary sewer)
2. \$5,000 for legal services

2017 Streets Budget:

1. \$1,200 for a GPS unit for a plow truck (seventh of a total of eight)
2. Dollars for new thoroughfare street lights. Depending on location of street lights the cost would vary. \$10,000 would get two lights. A list of concerns for street lights would be made.

J. Thill, Fire Chief, requested for the 2017 Fire Budget:

1. \$22,900 for personnel expenses that would be a .50 cent increase for firefighter whom have not had a raise in two years.
2. \$6,500 for live burn instructors to bring for a live house to burn this year.
3. \$10,000 for 50 new pagers that will be CAD compatible (a three-year plan to replace all pagers at \$10,000 year)
4. Building repairs and furniture for station 1, appliance replacement at all stations (20-30 years old), WI-FI in fire trucks and add two NDC's air cards
5. \$18,000 for training and training supplies
6. \$6,500 for CPR training supplies
7. \$13,800 for nozzles
8. \$4,800 for hose replacement (900 feet large diameter hose failed this year)
9. \$15,000 for 2 NDCs (only have four for all fire vehicles) 2 AED's
10. \$7,800 for uniforms
11. One tablet for the fire inspector

S. Folmar, Police Lieutenant (?) requested for the 2017 Police Budget:

All requests are for personnel

1. Add two officers (2016 police calls were up – more reporting requirements and MAARC reports which are mandated to be investigated)
2. Adding part time SCO officers for park patrol, animal control calls, etc.
3. Add one additional ½ time support staff to enter reports (there is a backlog), data requests, etc.
4. Educational Incentives (12,400 per person)
5. \$50,000 for funding for training of officers including Crisis Intervention Training and Crowd Control training for all officers

New types of training for police officers and new equipment (helmets) that would be needed was discussed. It was discussed to try to get police officers trained this year in Crisis Intervention Training and Crowd Control with \$5,000.

There was discussion about getting information about adding a K9 Unit.

Mayor Tourville thanked the police officers that helped with the honoring and recognition of police officers last week. It was well attended and well organized.

3. DISCUSS OLDER ADULT PROGRAMMING POSITION

T. Petersen, Recreation Superintendent, presented a request to hire an additional Recreation Coordinator position who would be responsible for older adult programming (approximately 25 hours per week) and Recreation/Community Center Programming (approximately 15 hours per week). ISD 199 would provide \$55,000 of funds for the position. The hourly salary range would be \$24.91 to \$36.28 and would be at the lower end of the scale. The job description would be approved August 8th at the Council meeting, the position advertised, candidate interviews held, council approval of candidate in December, with an anticipated hire date of January 2, 2017. The position will be a union position in the (AFSME) union and paid hourly, exempt, subject to over-time. The existing funds in both the VMCC and Recreation Budgets will help offset the difference between revenue and expenses (\$20,900). It was decided to come back to the Council on August 8, 2016.

4. DUTY CREW

J. Thill reported the first fire citizen's academy will be held with South Metro Fire. She also gave a six-month operational review of how the fire duty crew was working. It was started because of recruitments concerns. The worries of availability of people because of time commitments has gone down with the duty crew. Firefighters now bid on shifts with a guaranteed 24/7/265 response. Bidding is based on seniority. Response times have gone down. Firefighters now help with customer service such as tours of the fire station. Retention of personnel has been good and it has been easier on firefighters with their schedules. Weekly hands-on trainings are still on going. On-line training is being done during their duty shifts. New policies and procedures are in place as of January. Duty crews now work as a team and handle about 70% of the calls. Recruits are farther ahead with their training. Three firefighters are always on duty for four (4) hours at a time. During the day firefighters are out the door less than a minute, at night two minutes at the most.

Costs are within the budget amount. Three years of data is needed to average the costs and working out calls. Firefighters that did not like the change now like it and are seeing the advantages of having duty crews. Camaraderie has gone down because pagers are not going off as often but we encourage them to bring their families to the stations and visit. Costs are cheaper than full time firefighters. The future plans are to continue with duty crews and tweak the policies as issues arise. A six-month (January through June) cost analysis was requested.

5. FIRE STATION

J. Thill would like to see a third station added to help cover the city with faster responses times in the south east part of the city. It has been a tough process. Population and calls continue to increase. A station location and fire service delivery report was done in 2011 at a cost of \$22,000. A feasibility cost study was done in 2014 at a cost of \$14,500. A fire station committee was formed to look at different properties and ranked the properties. Four lots were looked at, the first property the price was too high and one was a state owned property. The other two properties the owners declined to have their property appraised. A new fire station would also help with quality of care, customer service and improve the fire department's ISO rating. The quicker the fire department can respond the less damage from a fire to a building. Medical calls, vehicle accidents and HazMat calls also need quicker response times. Five road miles is what most of the insurance companies base their insurance rates on and to be in

compliance. Eagan does auto aid in the south east part of the city. Both Inver Grove Heights fire stations have limited space and there are no indoor training areas. A 2014 report estimated \$5,637,600 for a building and site work. Land costs are unknown. Water and sewer connections could be \$1,000,000.00. Trucks would need to be purchased, redistributed and reconfigured. Calls will continue to increase and the number of stations are not increasing. Costs to build a new fire station will continue to increase as time goes by.

The property options were discussed. It was decided to contact the property owners for a possible location of a new fire station. Costs for funding a new fire station would be discussed at a later time if a property is found.

6. COMMERCIAL PROPERTY MAINTENANCE

T. Link reviewed a draft ordinance for the maintenance of commercial properties. The EDA and city attorney has worked on the ordinance. The ordinance was at the work session in May and the only change was to parking lots and the definition of them. The ordinance addressed the maintenance of 1) Landscaping/lawns 2) Signs 3) Building exteriors 4) Parking lots and 5) Fire protection that would apply to all commercially zoned properties. The next step would be a first reading at a council meeting or go back to the planning commission. The biggest complaints are lawns not being cut.

It was decided to send it to the planning commission, *Insights* and the city website, and then come back to City Council for readings. It should also be sent to the chamber.

J. Lynch reminded council members of Night to Unite tomorrow night and where to meet at 4:45 for visiting the neighborhood parties.

7. ADJOURN Motion by Bartholomew and seconded by Hark to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 9:35 pm.

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
FRIDAY, AUGUST 12, 2016 - 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in special session on Friday, August 12, 2016 in the City's Mayor's Conference Room. Mayor Tourville called the meeting to order at 8:01 a.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch and City Clerk Tesser,

2. CERTIFY STATE PRIMARY ELECTION RESULTS

City Clerk Ms. Tesser presented Dakota County's abstract report, Resolution and Summary Statements of each precinct and Absentee Ballot Board to the Council. Voter turnout was 7.15%.

Councilmember Piekarski Krech stated that they would like the same graph with highest voters first on the Resolution. City Clerk Tesser stated she had copied exactly how Dakota County presented the votes but will change the graph per the City Council's preference for the General Election results.

Councilmember Piekarski Krech asked why the City of Eagan had results out first compared to Inver Grove Heights. City Administrator Lynch replied that they didn't have a Primary City Council election. Ms. Tesser said she would talk to the City of Eagan to see if there could be a process improvement. She stated her last precinct came to City Hall at 9:45 p.m. She spent time face to face with her Head Judges at each of the 10 precincts when they returned to deal with issues and questions they had to help eliminate issues at the General election. She stated that all results were transmitted around 10:30 p.m.

Motion by Piekarski Krech seconded by Bartholomew to certify the 2016 State Primary results.

Ayes: 5

Nays: 0

Motion carried.

9. ADJOURN: Motion by Bartholomew, second by Hark to adjourn. The meeting was adjourned by a unanimous vote at 8:45 a.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 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 August 4, 2016 to August 17, 2016.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending August 17, 2016. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$685,777.76
Debt Service & Capital Projects	140,979.72
Enterprise & Internal Service	297,258.48
Escrows	106,586.29
	<hr/>
Grand Total for All Funds	<u><u>\$1,230,602.25</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 August 4, 2016 to August 17, 2016 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING August 17, 2016**

WHEREAS, a list of disbursements for the period ending August 17, 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	\$685,777.76
Debt Service & Capital Projects	140,979.72
Enterprise & Internal Service	297,258.48
Escrows	106,586.29
Grand Total for All Funds	<u><u>\$1,230,602.25</u></u>

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

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Expense Approval Report

By Fund

Payment Dates 08/04/2016 - 08/17/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED GRAPHIX, INC.	195134	08/10/2016	8/2/16	101.42.4000.421.50030	75.00
AFSCME COUNCIL 5	INV0054741	08/05/2016	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	31.70
AFSCME COUNCIL 5	INV0054742	08/05/2016	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	843.84
AFSCME COUNCIL 5	INV0054743	08/05/2016	UNION DUES (AFSCME FULL SHARE-I	101.203.2031000	87.90
AMERICAN PLANNING ASSOCIATION	125674-1673	08/17/2016	125674	101.45.3200.419.50070	345.00
ASPEN MILLS	184004	08/10/2016	550771	101.42.4200.423.60045	215.25
ASPEN MILLS	184429	08/10/2016	550771	101.42.4200.423.60045	219.80
BAUER, NANCY	16-04	08/17/2016	8/1/16	101.41.1100.413.30700	250.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0054744	08/05/2016	MIGUEL GUADALAJARA FEIN/TAXPAY	101.203.2032100	440.76
CARGILL, INC.	2902899592	08/10/2016	7/6/16	101.43.5200.443.60016	3,618.14
CITY OF SAINT PAUL	IN00016971	08/17/2016	76	101.43.5200.443.60016	110.54
CLAREY'S SAFETY EQUIPMENT	167380	08/10/2016	090500	101.42.4200.423.40042	94.31
CLAREY'S SAFETY EQUIPMENT	167598	08/17/2016	090500	101.42.4200.423.40042	515.34
COLLINS ELECTRICAL CONST.	1631363.01	08/17/2016	7/31/16	101.43.5200.443.40046	180.25
COMCAST	8/5/16 8772 10 591 0359526	08/17/2016	8772 10 591 0359526	101.42.4200.423.30700	10.56
CULLIGAN	7/31/16 157-98459100-6	08/10/2016	157-98459100-6	101.42.4200.423.60065	94.85
DAKOTA COMMUNICATIONS CENTER	IG2016-09	08/10/2016	SEPTEMBER 2016	101.42.4000.421.70502	44,178.40
DAKOTA COMMUNICATIONS CENTER	IG2016-09	08/10/2016	SEPTEMBER 2016	101.42.4200.423.70502	5,961.60
DAKOTA CTY PROP TAXATION & RECORDS	TNT2016-14	08/10/2016	2016 TRUTH IN TAXATION	101.41.2000.415.30700	2,245.94
DAKOTA CTY PROP TAXATION & RECORDS	08102016INGHT	08/17/2016	8/10/16	101.41.1200.414.50025	323.35
DAKOTA CTY SOIL & WATER	2662	08/10/2016	APRIL-JUNE 2016	101.43.5100.442.30300	225.00
DAKOTA ELECTRIC ASSN	246837-9 8/16	08/17/2016	Electric	101.44.6000.451.40020	3,062.73
DAKOTA ELECTRIC ASSN	250165-8 8/16	08/17/2016	Electric	101.44.6000.451.40020	728.54
DAKOTA ELECTRIC ASSN	393563-2 8/16	08/17/2016	Electric	101.44.6000.451.40020	501.52
DAKOTA ELECTRIC ASSN	426713-4 8/16	08/17/2016	Electric	101.43.5400.445.40020	46.71
DAKOTA ELECTRIC ASSN	443054-2 8/16	08/17/2016	Electric	101.44.6000.451.40020	14.00
DAKOTA ELECTRIC ASSN	109394-7 8/16	08/17/2016	Electric	101.43.5400.445.40020	1,198.24
EARL F ANDERSEN INC	0111744-IN	08/17/2016	0004094	101.43.5200.443.60016	330.00
EFTPS	INV0054765	08/05/2016	FEDERAL WITHHOLDING	101.203.2030200	50,000.86
EFTPS	INV0054767	08/05/2016	MEDICARE WITHHOLDING	101.203.2030500	13,283.44
EFTPS	INV0054768	08/05/2016	SOCIAL SECURITY WITHHOLDING	101.203.2030400	41,150.22
ELDER-JONES BUILDING PERMIT SERVICE	BD 2016-1531	08/17/2016	PROJECT CANCELLED	101.45.0000.3221000	82.60
EMERGENCY RESPONSE SOLUTIONS	6795	08/17/2016	7/12/16	101.42.4200.423.60045	4,558.04
EMERGENCY RESPONSE SOLUTIONS	6864	08/17/2016	7/25/16	101.42.4200.423.60045	20,082.75
EXPERT TREE AND SERVICE AND SCIENCE	7266	08/17/2016	8/5/16	101.43.5200.443.40046	2,285.00
EYEMED	AUGUST 2016	08/10/2016	IW185	101.203.2032700	228.47
EZ DOCK OF MIDWEST	15327	08/17/2016	7/26/16	101.44.6000.451.60065	164.51
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0054747	08/05/2016	HSA ELECTION-FAMILY	101.203.2032500	2,654.74
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0054748	08/05/2016	HSA ELECTION-SINGLE	101.203.2032500	2,674.37
GENESIS EMPLOYEE BENEFITS, INC	IN835723	08/17/2016	6/1/16-6/30/16	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN836241	08/10/2016	6/1/16-6/30/16	101.42.4000.421.30550	34.00
GENESIS EMPLOYEE BENEFITS, INC	IN836241	08/10/2016	6/1/16-6/30/16	101.45.3300.419.30550	6.00
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	101.41.1100.413.30550	31.75
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	101.41.2000.415.30550	72.14
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	101.42.4000.421.30550	228.72
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	101.43.5000.441.30550	15.01
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	101.43.5100.442.30550	44.51
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	101.44.6000.451.30550	41.04
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	101.45.3000.419.30550	18.92
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	101.45.3200.419.30550	16.15
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	101.45.3300.419.30550	29.50
HARTUNG, JOHN	PL 2016-1414	08/17/2016	REFUND - OVERPAYMENT	101.45.0000.3222000	80.00
ICMA RETIREMENT TRUST - 457	INV0054749	08/05/2016	ICMA-AGE <49 %	101.203.2031400	4,825.64
ICMA RETIREMENT TRUST - 457	INV0054750	08/05/2016	ICMA-AGE <49 %	101.203.2031400	4,177.30
ICMA RETIREMENT TRUST - 457	INV0054751	08/05/2016	ICMA-AGE 50+ %	101.203.2031400	1,634.28
ICMA RETIREMENT TRUST - 457	INV0054752	08/05/2016	ICMA-AGE 50+	101.203.2031400	4,744.36
ICMA RETIREMENT TRUST - 457	INV0054753	08/05/2016	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	78.92
ICMA RETIREMENT TRUST - 457	INV0054762	08/05/2016	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,074.24
ICMA RETIREMENT TRUST - 457	INV0054763	08/05/2016	ROTH IRA (AGE 50 & OVER)	101.203.2032400	200.00
IDENTISYS	307720	08/10/2016	C01169	101.45.3300.419.60045	145.95
INNOVATIVE OFFICE SOLUTIONS	SUM-026818	08/17/2016	S28777	101.41.1200.414.50025	36.72
INNOVATIVE OFFICE SOLUTIONS	SUM-026818	08/17/2016	S28777	101.45.3300.419.60040	95.97
INNOVATIVE OFFICE SOLUTIONS	SUM-026818	08/17/2016	S28777	101.45.3300.419.60070	151.30
INSPECT MINNESOTA & MIDWEST SOIL TE	AUGUST 2016	08/17/2016	AUGUST 2016	101.45.0000.3221000	6,512.00
IUOE	INV0054754	08/05/2016	UNION DUES IUOE	101.203.2031000	1,239.92
KENISON, TERRI	JULY 2016	08/10/2016	JULY 2016	101.42.4200.423.30700	850.00
LELS	INV0054755	08/05/2016	UNION DUES (LELS)	101.203.2031000	1,620.00
LELS SERGEANTS	INV0054764	08/05/2016	UNION DUES (LELS SGT)	101.203.2031000	245.00
LEVANDER, GILLEN & MILLER P.A.	7/31/16 92000E	08/17/2016	92000E	101.42.4000.421.30410	13,978.26
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Community Developme	08/10/2016	Legal	101.45.3000.419.30420	1,088.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Council Meetings	08/10/2016	Legal	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Engineering	08/10/2016	Legal	101.43.5100.442.30420	1,520.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Inspections	08/10/2016	Legal	101.45.3300.419.30420	1,357.80
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Mayor/CC	08/10/2016	Legal	101.41.1000.413.30420	6,254.20
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Parks	08/10/2016	Legal	101.44.6000.451.30420	1,864.20
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Planning	08/10/2016	Legal	101.45.3200.419.30420	2,052.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Police	08/10/2016	Legal	101.42.4000.421.30420	152.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Public Works	08/10/2016	Legal	101.43.5000.441.30420	260.40
LILLIE SUBURBAN NEWSPAPERS	7/29/16 001363	08/10/2016	Advertising/Publishing	101.41.1100.413.50025	20.75
LILLIE SUBURBAN NEWSPAPERS	7/29/16 001363	08/10/2016	Advertising/Publishing	101.45.3200.419.50025	33.20
LILLIE SUBURBAN NEWSPAPERS	7/29/16 001363	08/10/2016	Advertising/Publishing	101.45.3200.419.50025	29.05
M & J SERVICES, LLC	1493	08/10/2016	8/3/16	101.43.5200.443.40046	1,070.00
M & J SERVICES, LLC	1495	08/17/2016	8/8/16	101.43.5200.443.40046	1,460.00
MARTIN-MCALLISTER	10563	08/10/2016	INV004	101.41.1100.413.30500	500.00
METROPOLITAN COUNCIL	JULY 2016	08/17/2016	JULY 2016	101.41.0000.3414000	(10,345.30)
MIDWEST SCHOOL OF DIVING	8/16/16	08/17/2016	8/16/16	101.42.4200.423.60065	4,449.80
MINNEAPOLIS OXYGEN CO.	171157426	08/10/2016	113504	101.42.4200.423.40042	57.97
MINNEAPOLIS OXYGEN CO.	171157427	08/10/2016	113504	101.42.4200.423.40042	57.97
MINNESOTA DEPARTMENT OF HUMAN SEF	INV0054745	08/05/2016	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	428.80
MINNESOTA DEPARTMENT OF HUMAN SEF	INV0054746	08/05/2016	JUSTIN PARRANTO FEIN/TAXPAYER I	101.203.2032100	226.58
MN DEPT OF LABOR & INDUSTRY	8/11/16	08/11/2016	JULY 2016 SURCHARGE	101.207.2070100	1,945.20
MN DEPT OF LABOR & INDUSTRY	8/11/16	08/11/2016	JULY 2016 SURCHARGE	101.41.0000.3414000	(38.90)
MN DEPT OF REVENUE	INV0054766	08/05/2016	STATE WITHHOLDING	101.203.2030300	20,061.31
MSFDA	2016 RENEWAL	08/10/2016	2016 RENEWAL	101.42.4200.423.50070	210.00
MTI DISTRIBUTING CO	1079724-00	08/17/2016	91180	101.44.6000.451.40047	297.29
NATURE CALLS, INC.	24745	08/17/2016	JUNE 2016	101.44.6000.451.40065	1,928.00
NEWMAN SIGNS INC	TI-0300486	08/10/2016	INV001	101.43.5200.443.60016	353.83
NEWMAN SIGNS INC	TI-0300642	08/17/2016	INV001	101.43.5200.443.60016	681.03
NEWMAN SIGNS INC	TI-0300869	08/17/2016	INV001	101.43.5200.443.60016	267.47
OXYGEN SERVICE COMPANY, INC	03348843	08/17/2016	04394	101.42.4000.421.60065	27.28
PERA	INV0054756	08/05/2016	PERA COORDINATED PLAN	101.203.2030600	33,710.40
PERA	INV0054757	08/05/2016	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,592.99
PERA	INV0054758	08/05/2016	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0054759	08/05/2016	EMPLOYER SHARE (PERA DEFINED F	101.203.2030600	69.23
PERA	INV0054760	08/05/2016	PERA POLICE & FIRE PLAN	101.203.2030600	13,582.50
PERA	INV0054761	08/05/2016	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	20,373.66
PETTY CASH - POLICE	8/15/16	08/17/2016	PETTY CASH REQUEST	101.42.4000.421.30700	150.55
PETTY CASH-WF PURCHASE CARD FEES	AUGUST WILLIAMS WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.42.4000.421.60045	530.00
PETTY CASH-WF PURCHASE CARD FEES	JANET SHEFCHIK WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.70600	65.56
PETTY CASH-WF PURCHASE CARD FEES	JANET SHEFCHIK WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.70600	69.87
PETTY CASH-WF PURCHASE CARD FEES	KRISTI SMITH WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50075	110.00
PETTY CASH-WF PURCHASE CARD FEES	MATTHEW MATTSON WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.42.4000.421.60045	528.75
PETTY CASH-WF PURCHASE CARD FEES	MAXWELL PUNG WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.42.4000.421.60045	511.50
PETTY CASH-WF PURCHASE CARD FEES	MICHELLE TESSER WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.50065	172.80
PETTY CASH-WF PURCHASE CARD FEES	MICHELLE TESSER WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1200.414.50025	16.20
PETTY CASH-WF PURCHASE CARD FEES	MICHELLE TESSER WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1200.414.50065	14.90
PETTY CASH-WF PURCHASE CARD FEES	MICHELLE TESSER WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1200.414.50065	14.90
PETTY CASH-WF PURCHASE CARD FEES	MICHELLE TESSER WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1200.414.50065	9.07
PETTY CASH-WF PURCHASE CARD FEES	MICHELLE TESSER WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1200.414.50065	8.69
PETTY CASH-WF PURCHASE CARD FEES	MICHELLE TESSER WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1200.414.50065	14.90
PETTY CASH-WF PURCHASE CARD FEES	MICHELLE TESSER WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1200.414.50065	14.90
PETTY CASH-WF PURCHASE CARD FEES	MICHELLE TESSER WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1200.414.50065	8.69
PETTY CASH-WF PURCHASE CARD FEES	MICHELLE TESSER WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1200.414.50065	40.00
PETTY CASH-WF PURCHASE CARD FEES	SHELLEY CALVERT WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.50065	15.12
PETTY CASH-WF PURCHASE CARD FEES	SHELLEY CALVERT WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.50065	17.82
PETTY CASH-WF PURCHASE CARD FEES	TYLER NELSON WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.42.4000.421.60045	530.00
PETTY CASH-WF PURCHASE CARD FEES	WILLIAM SCHROEPFER WF OOP 7	08/17/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50065	36.50
PETTY CASH-WF PURCHASE CARD FEES	8/11/16	08/11/2016	JULY 2016 FEES	101.41.2000.415.70440	172.26
PINE BEND PAVING, INC.	16-432	08/10/2016	7/19/16	101.43.5200.443.60016	818.40
PRECISE MRM	IN200-1009466	08/10/2016	000208	101.43.5200.443.30700	17.91
SENSIBLE LAND USE COALITION	8/8/16	08/10/2016	REGISTRATION	101.45.3000.419.50080	40.00
SENSIBLE LAND USE COALITION	8/8/16	08/10/2016	REGISTRATION	101.45.3200.419.50080	80.00
SIGNWAREHOUSE, INC.	51559	08/10/2016	72023	101.43.5200.443.60016	220.54
SOUTH ST PAUL, CITY OF	4/1/16-7/6/16 UTILITY BILLING	08/17/2016	005346	101.207.2070900	34.32
T MOBILE	7/8/16 494910368	08/10/2016	INV001	101.43.5100.442.50020	49.99
THOMSON REUTER - WEST	834443542	08/17/2016	7/1/16-7/31/16	101.42.4000.421.30700	181.00
TOTAL CONSTRUCTION & EQUIP.	68303	08/17/2016	CIT001	101.44.6000.451.40040	199.90
TOTAL CONSTRUCTION & EQUIP.	68304	08/17/2016	CIT001	101.44.6000.451.40047	99.95
TOTAL CONSTRUCTION & EQUIP.	68305	08/17/2016	CIT001	101.44.6000.451.40047	99.95
TRANS UNION LLC	07653532	08/10/2016	0924V0009007	101.41.1100.413.30500	15.90
TYLER TECHNOLOGIES, INC	025-165429	08/17/2016	41443	101.41.2000.415.40044	438.00
UNIFIRST CORPORATION	090 0314254	08/10/2016	P0001753	101.43.5200.443.60045	33.42
UNIFIRST CORPORATION	090 0314254	08/10/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0315277	08/10/2016	1051948	101.43.5200.443.60045	39.27
UNIFIRST CORPORATION	090 0316306	08/10/2016	1051948	101.43.5200.443.60045	34.47
UNIFIRST CORPORATION	090 0316306	08/10/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0317364	08/17/2016	1051948	101.43.5200.443.60045	34.47
UNIFIRST CORPORATION	090 0317364	08/17/2016	1051948	101.44.6000.451.60045	29.52
UNIFORMS UNLIMITED	36405-1	08/10/2016	491-1	101.42.4000.421.60045	1,211.31
UNIFORMS UNLIMITED	36413-1	08/10/2016	491-1	101.42.4000.421.60045	1,100.32
UNIFORMS UNLIMITED	36414-4	08/10/2016	491-1	101.42.4000.421.60045	901.52
UNIFORMS UNLIMITED	36415-1	08/10/2016	491-1	101.42.4000.421.60045	1,108.31
UNIFORMS UNLIMITED	36417-1	08/10/2016	491-1	101.42.4000.421.60045	1,169.25
UNIFORMS UNLIMITED	36441-1	08/10/2016	491-1	101.42.4000.421.60045	62.94
UNIFORMS UNLIMITED	37521-1	08/17/2016	491-1	101.42.4000.421.60045	698.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UPS	000027914A316	08/17/2016	27914A	101.43.5200.443.60016	7.78
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	101.42.4000.421.50020	1,300.31
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	101.42.4200.423.50020	722.40
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	101.43.5000.441.50020	52.76
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	101.43.5100.442.50020	343.59
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	101.43.5200.443.50020	368.00
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	101.44.6000.451.50020	370.67
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	101.45.3000.419.50020	51.43
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	101.45.3300.419.50020	349.75
VERSA-LOK	2-0003250	08/17/2016	6514502500	101.43.5200.443.60016	839.20
WAKOTA CAER	RC-004	08/10/2016	8/9/16	101.42.4200.423.50080	40.00
WARNING LITES OF MINNESOTA, INC.	158661	08/17/2016	7/31/16	101.43.5200.443.40050	1,442.14
WELLS FARGO CREDIT CARD ACH	Holiday Stnstore 3537 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.60011	14.34
WELLS FARGO CREDIT CARD ACH	Int'L Assoc Of Fire Ch WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.50070	259.00
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	2.98
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 7/16 CF	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	(3.38)
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.40040	44.71
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.60011	356.66
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.60040	30.85
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.43.5400.445.40042	34.16
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	7.54
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	24.97
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	71.82
WELLS FARGO CREDIT CARD ACH	Wild Prairie Harley-Da WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.60045	158.10
WELLS FARGO CREDIT CARD ACH	Int'L Code Council Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	139.34
WELLS FARGO CREDIT CARD ACH	Int'L Code Council Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.45.3300.419.60018	543.56
WELLS FARGO CREDIT CARD ACH	Covert Track Group Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	184.00
WELLS FARGO CREDIT CARD ACH	Rickeys At Starks WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.45.3300.419.50080	33.98
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	11.86
WELLS FARGO CREDIT CARD ACH	Minnesota Erosion Cont WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.43.5100.442.50080	75.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16 CR	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	(7.54)
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.41.1000.413.50030	31.83
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.50030	42.85
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16 CR	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60012	(5.76)
WELLS FARGO CREDIT CARD ACH	Aed Superstore WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	436.52
WELLS FARGO CREDIT CARD ACH	Amazon.Com WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.45.3300.419.60040	50.19
WELLS FARGO CREDIT CARD ACH	Dt Duluth Trading Co WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.45.3300.419.60040	101.65
WELLS FARGO CREDIT CARD ACH	Su Zs Embroidery Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.45.3300.419.60045	20.00
WELLS FARGO CREDIT CARD ACH	Zoro Tools Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.45.3300.419.60040	28.92
WELLS FARGO CREDIT CARD ACH	Act University Of Minn WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.50080	140.00
WELLS FARGO CREDIT CARD ACH	Act University Of Minn WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.50080	140.00
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	86.34
WELLS FARGO CREDIT CARD ACH	Centurylink WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.50070	84.93
WELLS FARGO CREDIT CARD ACH	Centurylink WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.50070	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.50070	95.70
WELLS FARGO CREDIT CARD ACH	Trugreen Lp 5025 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60035	2,798.88
WELLS FARGO CREDIT CARD ACH	Bill Rascher Mechanica WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	493.98
WELLS FARGO CREDIT CARD ACH	Bill Rascher Mechanica WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	994.87
WELLS FARGO CREDIT CARD ACH	4imprint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	167.19
WELLS FARGO CREDIT CARD ACH	American Public Works WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.43.5100.442.50080	440.00
WELLS FARGO CREDIT CARD ACH	American Public Works WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.43.5100.442.50080	395.00
WELLS FARGO CREDIT CARD ACH	American Public Works WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.43.5100.442.50080	440.00
WELLS FARGO CREDIT CARD ACH	American Public Works WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.43.5100.442.50080	45.00
WELLS FARGO CREDIT CARD ACH	Tractor Supply #1246 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	64.99
WELLS FARGO CREDIT CARD ACH	Oreilly Auto 00017673 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.60040	12.73
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	19.90
WELLS FARGO CREDIT CARD ACH	Sams Membership WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.50070	225.00
WELLS FARGO CREDIT CARD ACH	Vp Culligan Water Cond WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	330.00
WELLS FARGO CREDIT CARD ACH	Vp Culligan Water Cond WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60065	9.55
WELLS FARGO CREDIT CARD ACH	Vp Culligan Water Cond WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60065	54.00
WELLS FARGO CREDIT CARD ACH	Applebees W St19219674 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4000.421.50075	24.63
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Safe WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60045	211.18
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot6 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.41.1200.414.60018	228.92
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot6 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	8.13
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.43.5200.443.60016	101.76
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	59.18
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	7.99
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	39.98
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	74.96
WELLS FARGO CREDIT CARD ACH	Central Irrigation Sup WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	455.55
WELLS FARGO CREDIT CARD ACH	Most Dependable Founta WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	476.00
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	190.12
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	393.96
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.41.1000.413.50020	93.03
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.43.5100.442.50020	32.22
WELLS FARGO CREDIT CARD ACH	Eco Lawn & Garden WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	784.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60066	54.58
WELLS FARGO CREDIT CARD ACH	Batteries Plus #32 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4200.423.40042	76.95
WELLS FARGO CREDIT CARD ACH	Dakota Unlimited Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	5,959.00
WELLS FARGO CREDIT CARD ACH	Galls WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4000.421.60045	124.95
WELLS FARGO CREDIT CARD ACH	In Schlomka Services WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.30700	1,940.82
WELLS FARGO CREDIT CARD ACH	Sherwin Williams #3096 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	256.14
WELLS FARGO CREDIT CARD ACH	Zee Medical Service WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60045	226.80
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	37.35

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.43.5200.443.60016	6.49
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.43.5200.443.60016	29.45
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	28.99
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60012	14.77
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	65.98
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	6.45
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	8.55
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	9.63
WELLS FARGO CREDIT CARD ACH	Cabela'S Retail 054 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.60066	1,308.75
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.41.1200.414.60018	46.94
WELLS FARGO CREDIT CARD ACH	Cub Foods #1695 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.41.1200.414.60018	33.61
WELLS FARGO CREDIT CARD ACH	Dollar Tree WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.41.1200.414.60018	12.86
WELLS FARGO CREDIT CARD ACH	Hance Utility Services WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.30700	240.80
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.50080	30.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.50080	60.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.50080	360.00
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	196.91
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	19.06
ZACK'S, INC.	31382A	08/10/2016	7/16/16	101.43.5200.443.60016	189.05
ZEE MEDICAL SERVICE	54111786	08/17/2016	8/9/16	101.42.4000.421.60065	230.65

Fund: 101 - GENERAL FUND

396,762.66

RIVER HEIGHTS CHAMBER OF COMMERCE 7032		08/17/2016	JULY 2016	201.44.1600.465.30700	2,924.71
RIVER HEIGHTS CHAMBER OF COMMERCE 7032		08/17/2016	JULY 2016	201.44.1600.465.40065	250.00
RIVER HEIGHTS CHAMBER OF COMMERCE 7032		08/17/2016	JULY 2016	201.44.1600.465.50020	300.00
WELLS FARGO CREDIT CARD ACH	Applebees Inve19219336 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	201.44.1600.465.50025	75.00
WELLS FARGO CREDIT CARD ACH	B-52 Burgers And B WF 7/16	08/17/2016	Wells Fargo Purchase Cards	201.44.1600.465.50025	75.00
WELLS FARGO CREDIT CARD ACH	El Azteca WF 7/16	08/17/2016	Wells Fargo Purchase Cards	201.44.1600.465.50025	75.00
WELLS FARGO CREDIT CARD ACH	Google Svcsapps_Visit WF 7/16	08/17/2016	Wells Fargo Purchase Cards	201.44.1600.465.50025	10.00

Fund: 201 - C.V.B. FUND

3,709.71

DVORAK, DAVID	8/1/16	08/10/2016	REFUND - 3 ON 3 BASKETBALL	204.44.0000.3470000	58.00
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	204.44.6100.452.30550	13.98
IGH SENIOR CLUB	8/2/16	08/10/2016	8/2/16	204.227.2271000	508.00
IGH/SSP COMMUNITY EDUCATION	8/2/16	08/10/2016	SENIOR TRIP	204.227.2271000	1,790.00
SOUTH ST PAUL UMPIRES ASSOC	JULY 2016	08/17/2016	JULY 2016	204.44.6100.452.30700	1,738.50
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	204.44.6100.452.50020	75.66
WELLS FARGO CREDIT CARD ACH	Promotions Now WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	551.25
WELLS FARGO CREDIT CARD ACH	National Recreation & WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.50070	165.00
WELLS FARGO CREDIT CARD ACH	In Budget Sign Shop, WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	30.00
WELLS FARGO CREDIT CARD ACH	In Budget Sign Shop, WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	45.00
WELLS FARGO CREDIT CARD ACH	In Budget Sign Shop, WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	84.00
WELLS FARGO CREDIT CARD ACH	Crown Trophy WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	96.30
WELLS FARGO CREDIT CARD ACH	Broadway Awards Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	962.00
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	107.15
WELLS FARGO CREDIT CARD ACH	Soccer Shots WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.30700	4,161.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60045	156.25
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60045	25.45
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60045	550.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60045	393.00
WELLS FARGO CREDIT CARD ACH	In Minnesota Developm WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.30700	551.00
WELLS FARGO CREDIT CARD ACH	Crestline Specialties WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60040	488.73
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	18.69
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	14.54
WELLS FARGO CREDIT CARD ACH	Bcs Tridistricts Commu WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.40065	22.50
WELLS FARGO CREDIT CARD ACH	Bcs Tridistricts Commu WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.40065	75.01
WELLS FARGO CREDIT CARD ACH	Bcs Tridistricts Commu WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.40065	113.75
WELLS FARGO CREDIT CARD ACH	Bcs Tridistricts Commu WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.40065	22.50
WELLS FARGO CREDIT CARD ACH	Dick'S Clothing&Sporti WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	1.26
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	9.99
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	5.49
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	27.43

Fund: 204 - RECREATION FUND

12,861.43

GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	205.44.6200.453.30550	26.64
HARMONING, STARR	8/1/16	08/10/2016	REFUND - FITNESS CLASS CANCELLED	205.44.0000.3493501	34.00
INNOVATIVE OFFICE SOLUTIONS	SUM-026818	08/17/2016	S28777	205.44.6200.453.60065	50.68
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	23.76
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	16.20
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	8.64
SCHNOOR, RITA	5/26/16	08/10/2016	REFUND - FITNESS CLASS CANCELLED	205.44.0000.3493501	19.00
VANCO SERVICES LLC	00007661721	08/10/2016	JULY 2016	205.44.6200.453.70600	68.40
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	205.44.6200.453.50020	24.23
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	205.44.6200.453.50020	85.99
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	205.44.6200.453.50020	85.99
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	205.44.6200.453.50020	51.43
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	205.44.6200.453.50020	99.89
WELLS FARGO CREDIT CARD ACH	Adobe WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.50070	149.90
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	51.63
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	498.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Meg Sea Life Minnesota WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.50090	712.50
WELLS FARGO CREDIT CARD ACH	Big Thrill Factory WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.50090	864.00
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.50070	191.72
WELLS FARGO CREDIT CARD ACH	Su Zs Embroidery Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60045	50.00
WELLS FARGO CREDIT CARD ACH	Su Zs Embroidery Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60045	50.00
WELLS FARGO CREDIT CARD ACH	Canva For Work Yearly WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.50070	120.40
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	19.30
WELLS FARGO CREDIT CARD ACH	Domino'S 1975 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	146.23
WELLS FARGO CREDIT CARD ACH	Domino'S 1975 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	20.89
WELLS FARGO CREDIT CARD ACH	Domino'S 1975 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	48.67
WELLS FARGO CREDIT CARD ACH	Worldwide Epxress WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	445.72
WELLS FARGO CREDIT CARD ACH	Bill Rascher Mechanica WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	313.50
WELLS FARGO CREDIT CARD ACH	Bill Rascher Mechanica WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	313.50
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	12.48
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	35.89
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	91.14
WELLS FARGO CREDIT CARD ACH	Dnh Godaddy.Com WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.50025	54.95
WELLS FARGO CREDIT CARD ACH	Sports Authority 0709 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	79.98
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.76050	3.40
WELLS FARGO CREDIT CARD ACH	Best Buy Mht 00010553 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	1,044.44
WELLS FARGO CREDIT CARD ACH	Target 00020461 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	9.70
WELLS FARGO CREDIT CARD ACH	Vp Culligan Water Cond WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	110.48
WELLS FARGO CREDIT CARD ACH	Vp Culligan Water Cond WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	27.62
WELLS FARGO CREDIT CARD ACH	Dairy Queen #14753 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	54.58
WELLS FARGO CREDIT CARD ACH	First Supply Llc #4010 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	264.01
WELLS FARGO CREDIT CARD ACH	Hawkins Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60024	2,011.78
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapool WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	824.17
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapool WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	824.18
WELLS FARGO CREDIT CARD ACH	Maximum Solutions Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	465.00
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Safe WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60045	314.97
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Safe WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60045	314.97
WELLS FARGO CREDIT CARD ACH	Minvalco Inc - Mnpls WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	251.20
WELLS FARGO CREDIT CARD ACH	Plunketts Pest Control WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	565.27
WELLS FARGO CREDIT CARD ACH	Plunketts Pest Control WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	565.27
WELLS FARGO CREDIT CARD ACH	R&R Specialties Of Wis WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	655.50
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	128.58
WELLS FARGO CREDIT CARD ACH	St Croix Valley Popcor WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.76050	278.82
WELLS FARGO CREDIT CARD ACH	The Metro Group Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	1,787.40
WELLS FARGO CREDIT CARD ACH	United Laboratories WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	116.37
WELLS FARGO CREDIT CARD ACH	United Laboratories WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	363.30
WELLS FARGO CREDIT CARD ACH	Nac Mechanical WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	549.00
WELLS FARGO CREDIT CARD ACH	Napa Store 3279006 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	90.09
WELLS FARGO CREDIT CARD ACH	Uline Ship Supplies WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	94.22
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	413.98
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	202.72
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	317.95
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	317.95
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	54.50
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	60.36
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	60.36
WELLS FARGO CREDIT CARD ACH	Zumba Fitness WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.50080	30.00
WELLS FARGO CREDIT CARD ACH	Adolph Kiefer And Asso WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	59.48
WELLS FARGO CREDIT CARD ACH	Adolph Kiefer And Asso WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	487.70
WELLS FARGO CREDIT CARD ACH	Crestline Specialties WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	488.74
WELLS FARGO CREDIT CARD ACH	Minvalco Inc - St. Pau WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	251.20
WELLS FARGO CREDIT CARD ACH	Menards Blaine Mn WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	7.47
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	20.40
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	20.55
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	176.90
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	59.69
WELLS FARGO CREDIT CARD ACH	Apec WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	388.36
WELLS FARGO CREDIT CARD ACH	Gopher Plumbing Supply WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	266.26
WELLS FARGO CREDIT CARD ACH	Horwitz Inc-Service Ac WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	525.20
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60012	33.92
WELLS FARGO CREDIT CARD ACH	Arc Services/Training WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.50070	152.00
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	23.99
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	23.00
WELLS FARGO CREDIT CARD ACH	Minnesota Premier Publ WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.50025	578.00
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	193.86
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	125.38
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	4.27
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	20.99
WILLS, DANIEL	5/26/16	08/10/2016	REFUND - FITNESS CLASS CANCELL	205.44.0000.3493501	19.00

Fund: 205 - COMMUNITY CENTER

22,003.25

DCA TITLE WEST ST. PAUL	8/10/16	08/17/2016	AUSTING-6900, 6910 DIXIE AVE PURC	290.45.3000.419.80100	236,863.38
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	290.45.3000.419.30550	1.33
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Austing	08/10/2016	Legal	290.45.3000.419.30420	1,052.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 EDA	08/10/2016	Legal	290.45.3000.419.30420	24.00
PROGRESS PLUS	227	08/10/2016	6/13/16	290.45.3000.419.50070	12,500.00

Fund: 290 - EDA

250,440.71

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Heritage Park	08/10/2016	Legal	402.44.6000.451.30420	54.00
Fund: 402 - PARK ACQ. & DEV. FUND					54.00
METROPOLITAN COUNCIL	JULY 2016	08/17/2016	JULY 2016	404.217.2170000	12,425.00
Fund: 404 - SEWER CONNECTION FUND					12,425.00
EHLERS AND ASSOCIATES, INC.	71184	08/17/2016	TIF REPORTING	405.57.9000.570.30150	966.88
Fund: 405 - NORTH SIDE WTR STOR. FAC.					966.88
KIMLEY-HORN & ASSOCIATES, INC.	8068485	08/10/2016	160509027.3	436.73.5900.736.30300	1,367.26
Fund: 436 - 2016 IMPROVEMENT FUND					1,367.26
KIMLEY-HORN & ASSOCIATES, INC.	8068485	08/10/2016	160509027.3	440.74.5900.740.30300	13,824.52
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 #1609D-Impr Prj 60th S	08/10/2016	Legal	440.74.5900.740.30420	109.50
SRF CONSULTING GROUP, INC	09278.00-1	08/10/2016	6/30/16	440.74.5900.740.30300	8,911.96
Fund: 440 - PAVEMENT MANAGEMENT PROJ					22,845.98
EMMONS & OLIVIER RESOURCES	00095-0049-6	08/17/2016	00095-0049	441.74.5900.741.30300	1,512.00
SOUTH ST PAUL, CITY OF	4/1/16-7/6/16 UTILITY BILLING	08/17/2016	005346	441.207.2070800	60.66
Fund: 441 - STORM WATER MANAGEMENT					1,572.66
WELLS FARGO CREDIT CARD ACH	Organic Recycling Fac WF 7/16	08/17/2016	Wells Fargo Purchase Cards	444.74.5900.744.80300	336.00
Fund: 444 - PARK CAPITAL REPLACEMENT					336.00
BOLTON & MENK, INC.	0192790	08/10/2016	T18.108658	446.74.5900.746.30300	7,306.50
BOLTON & MENK, INC.	0192790	08/10/2016	T18.108658	446.74.5900.746.30300	15,799.00
BOLTON & MENK, INC.	0192790	08/10/2016	T18.108658	446.74.5900.746.30300	2,990.50
BOLTON & MENK, INC.	0192790	08/10/2016	T18.108658	446.74.5900.746.30300	848.50
BOLTON & MENK, INC.	0192808	08/10/2016	T18.1110666	446.74.5900.746.30300	1,184.00
ELEMENT MATERIALS TECHNOLOGY ST. P	ESP0114824IN	08/10/2016	T18.110346	446.74.5900.746.30340	9,924.00
ELEMENT MATERIALS TECHNOLOGY ST. P	ESP0115619IN	08/10/2016	00006343	446.74.5900.746.30340	2,547.25
ELEMENT MATERIALS TECHNOLOGY ST. P	ESP0115619IN	08/10/2016	00006343	446.74.5900.746.30340	2,547.25
EVERGREEN LAND SERVICES	00-11669	08/10/2016	7/31/16	446.74.5900.746.30300	431.32
KIMLEY-HORN & ASSOCIATES, INC.	8052736	08/17/2016	160509026.3	446.74.5900.746.30300	46,815.37
KIMLEY-HORN & ASSOCIATES, INC.	8052740	08/17/2016	160509031.3	446.74.5900.746.30300	1,417.75
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 #1411-Impr Prj Argenta	08/10/2016	Legal	446.74.5900.746.30420	1,589.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 #1512-Impr Project	08/10/2016	Legal	446.74.5900.746.30420	6,112.50
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 #1513-Impr Project	08/10/2016	Legal	446.74.5900.746.30420	1,899.00
Fund: 446 - NW AREA					101,411.94
INVER HILLS COMMUNITY BAND	8/8/16	08/17/2016	2016 SUMMER POPS CONCERTS	451.75.5900.751.70600	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,000.00
EHLERS AND ASSOCIATES, INC.	71184	08/17/2016	TIF REPORTING	453.57.9000.570.30150	966.87
Fund: 453 - SE QUADRANT TIF DIST 4-1					966.87
AUTOMATIC SYSTEMS CO.	30309	08/17/2016	INVE01	501.50.7100.512.40042	251.05
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	501.50.7100.512.30550	43.78
GOPHER STATE ONE-CALL	6070455	08/17/2016	MN00435	501.50.7100.512.30700	615.60
GRAYBAR	986457692	08/17/2016	0000101705	501.50.7100.512.40040	117.40
MN PIPE & EQUIPMENT	0361814	08/17/2016	2195	501.50.7100.512.40043	1,932.66
SHERWIN-WILLIAMS	0448-8	08/17/2016	6682-5453-5	501.50.7100.512.60016	4.29
SHORT ELLIOTT HENDRICKSON, INC.	132644	08/17/2016	1274	501.50.7100.512.80400	5,172.60
SOUTH ST PAUL, CITY OF	4/1/16-7/6/16 UTILITY BILLING	08/17/2016	005346	501.50.7100.512.40005	355.14
VALLEY-RICH CO, INC	23018	08/17/2016	R160380 07/29	501.50.7100.512.40046	2,517.04
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	501.50.7100.512.50020	408.48
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 7/16	08/17/2016	Wells Fargo Purchase Cards	501.50.7100.512.40040	73.32
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 7/16	08/17/2016	Wells Fargo Purchase Cards	501.50.7100.512.40040	168.40
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	501.50.7100.512.40040	60.13
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	501.50.7100.512.40040	80.26
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	501.50.7100.512.60011	64.25
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	74.97
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	63.98
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	17.75
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	3.16
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	8.97
Fund: 501 - WATER UTILITY FUND					12,033.23
DAKOTA CTY TREASURER	JULY 2016	08/17/2016	JULY 2016	502.207.2070100	301.00
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	502.51.7200.514.30550	23.23
INSITUFORM TECHNOLOGIES USA, INC.	2	08/17/2016	102144	502.51.7200.514.40043	1,843.88
METROPOLITAN COUNCIL	0001058243	08/17/2016	5084	502.51.7200.514.40015	145,904.71
SOUTH ST PAUL, CITY OF	4/1/16-7/6/16 UTILITY BILLING	08/17/2016	005346	502.51.7200.514.40015	492.82
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	502.51.7200.514.40043	82.76
Fund: 502 - SEWER UTILITY FUND					148,648.40
ARAMARK REFRESHMENT SERVICES	8897405	08/17/2016	48128X	503.52.8300.524.76100	85.69
ARAMARK REFRESHMENT SERVICES	1241991	08/17/2016	48128	503.52.8300.524.76100	184.47
BREAKTHRU BEVERAGE MINNESOTA	620416	08/10/2016	IW185	503.52.8300.524.76150	151.45
COCA COLA BOTTLING COMPANY	0178458405	08/17/2016	6/15/16	503.52.8300.524.76100	1,013.64
COCA COLA BOTTLING COMPANY	0178458406	08/17/2016	6/15/16	503.52.8300.524.76100	(63.12)
COCA COLA BOTTLING COMPANY	0178459306	08/17/2016	6/29/16	503.52.8300.524.76100	655.20
COLLEGE CITY BEVERAGE	371873	08/10/2016	3592	503.52.8300.524.76150	396.15
COLLEGE CITY BEVERAGE	371954	08/17/2016	3592	503.52.8300.524.76150	233.25
COVERALL OF THE TWIN CITIES INC	7070227561	08/10/2016	707-2469	503.52.8500.526.40040	1,124.81

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAKOTA ELECTRIC ASSN	201360-5 8/16	08/17/2016	Electric	503.52.8600.527.40020	212.96
DENNY'S 5TH AVENUE BAKERY	620387	08/10/2016	IW185	503.52.8300.524.76050	78.60
DENNY'S 5TH AVENUE BAKERY	620839	08/17/2016	IW185	503.52.8300.524.76050	51.33
DENNY'S 5TH AVENUE BAKERY	621308	08/17/2016	IW185	503.52.8300.524.76050	72.54
DRAFT TECHNOLOGIES	08011604	08/10/2016	8/1/16	503.52.8300.524.40042	50.00
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	503.52.8000.521.30550	18.50
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	503.52.8500.526.30550	12.65
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	503.52.8600.527.30550	21.50
HEGGIES PIZZA	2242519	08/17/2016	1708	503.52.8300.524.76050	90.05
JJ TAYLOR DIST. COMPANY OF MN	2567729	08/17/2016	00834	503.52.8300.524.76150	276.20
M. AMUNDSON LLP	221388	08/10/2016	902858	503.52.8300.524.76050	177.70
MANSFIELD OIL COMPANY	494383	08/17/2016	24129-01-494383	503.52.8600.527.60021	1,792.09
MANSFIELD OIL COMPANY	494384	08/17/2016	24129-03-494384	503.52.8400.525.60021	1,468.17
MANSFIELD OIL COMPANY	609530	08/10/2016	24129-04-609530	503.52.8400.525.60021	915.63
MANSFIELD OIL COMPANY	614957	08/10/2016	24129-03-614957	503.52.8400.525.60021	1,526.05
MANSFIELD OIL COMPANY	626194	08/17/2016	24129-01-626194	503.52.8400.525.60021	1,242.76
MANSFIELD OIL COMPANY	617951	08/17/2016	24129-01-617951	503.52.8400.525.60021	494.96
MID STATE PLUMBING & HEATING, INC.	89652	08/10/2016	7/25/16	503.52.8500.526.40040	520.00
MN GOLF ASSOCIATION, INC.	7/15/16 45-0413-02	08/10/2016	45-0413-02	503.52.8000.521.70250	660.00
MN GOLF ASSOCIATION, INC.	7/15/16 45-0413-03	08/10/2016	45-0413-03	503.52.8000.521.70250	44.00
MN GOLF ASSOCIATION, INC.	7/15/16 45-0413-05	08/10/2016	45-0413-05	503.52.8000.521.70250	66.00
MN GOLF ASSOCIATION, INC.	7/15/16 45-0413-08	08/10/2016	45-0413-08	503.52.8000.521.70250	27.00
MTI DISTRIBUTING CO	1082337-00	08/17/2016	402307	503.52.8600.527.60008	45.45
MTI DISTRIBUTING CO	1082810-00	08/17/2016	402307	503.52.8600.527.60008	944.64
MTI DISTRIBUTING CO	1082118-00	08/17/2016	402307	503.52.8600.527.40042	557.70
MTI DISTRIBUTING CO	1082118-01	08/17/2016	402307	503.52.8600.527.40042	143.40
MTI DISTRIBUTING CO	1083365-00	08/17/2016	402307	503.52.8600.527.40042	207.28
MTI DISTRIBUTING CO	1083543-00	08/17/2016	402307	503.52.8600.527.40042	(510.63)
MTI DISTRIBUTING CO	1083792-00	08/17/2016	402307	503.52.8600.527.60008	45.88
MTI DISTRIBUTING CO	1083931-00	08/17/2016	402307	503.52.8600.527.60008	758.81
MTI DISTRIBUTING CO	1084049-00	08/17/2016	402307	503.52.8600.527.60008	230.00
MTI DISTRIBUTING CO	1083935-00	08/17/2016	402307	503.52.8600.527.60008	(758.81)
NAPA OF INVER GROVE HEIGHTS	CM0001299	07/13/2016	4165	503.52.8600.527.40042	(41.66)
NAPA OF INVER GROVE HEIGHTS	466246	07/20/2016	4165	503.52.8600.527.40040	31.55
NAPA OF INVER GROVE HEIGHTS	466278	07/20/2016	4165	503.52.8600.527.40040	7.91
NAPA OF INVER GROVE HEIGHTS	468528	08/10/2016	4165	503.52.8600.527.40040	20.17
P&W GOLF SUPPLY LLC	INV9336	08/17/2016	123575	503.52.8200.523.76400	334.85
REINDERS, INC.	3040198-00	08/10/2016	326799	503.52.8600.527.60050	97.26
SHAMROCK GROUP	2029687	08/10/2016	07176	503.52.8300.524.76100	182.00
SHAMROCK GROUP	2031121	08/17/2016	07176	503.52.8300.524.76100	107.00
SHAMROCK GROUP	2031997	08/17/2016	TENNIS CLUB	503.52.8300.524.76100	168.00
SUMMIT FACILITY & KITCHEN SERVICE	500543	08/10/2016	827	503.52.8300.524.40042	702.65
UNIFIRST CORPORATION	090 0316408	08/10/2016	1258268	503.52.8600.527.60045	51.07
UNIFIRST CORPORATION	090 0317474	08/17/2016	1258268	503.52.8600.527.60045	51.07
US FOODSERVICE	5591450	08/10/2016	03805983	503.52.8300.524.76050	926.48
US FOODSERVICE	5725323	08/17/2016	03805983	503.52.8300.524.76050	524.31
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	503.52.8500.526.50020	218.04
WELLS FARGO CREDIT CARD ACH	Tds Media Direct Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8500.526.50025	208.00
WELLS FARGO CREDIT CARD ACH	Mills Fleet Farm 2700 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8600.527.60020	175.52
WELLS FARGO CREDIT CARD ACH	Illtschkos Meats & Sm WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8300.524.76050	75.00
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8300.524.76050	3.40
WELLS FARGO CREDIT CARD ACH	Tarps Inc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8600.527.40040	883.89
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8300.524.76050	11.12
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8300.524.40042	38.53
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8500.526.60065	21.38
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8600.527.40042	5.33
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8600.527.60012	31.03
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8300.524.76050	11.78
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8300.524.76050	5.97
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	503.52.8300.524.60065	8.98
WINFIELD SOLUTIONS, LLC	000061085246	08/17/2016	156650	503.52.8600.527.60030	3,455.24
WINFIELD SOLUTIONS, LLC	000061085254	08/17/2016	156650	503.52.8600.527.60035	1,291.26
WINFIELD SOLUTIONS, LLC	000061093402	08/17/2016	156650	503.52.8600.527.60030	1,202.34
WINFIELD SOLUTIONS, LLC	000061093405	08/17/2016	156650	503.52.8600.527.60035	2,522.18
WINZER CORPORATION	5656540	08/17/2016	177723	503.52.8600.527.60012	106.73
YAMAHA GOLF & UTILITY, INC.	01-175505	08/10/2016	7/27/16	503.52.8400.525.40041	409.78

Fund: 503 - INVER WOOD GOLF COURSE

29,112.11

GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	602.00.2100.415.30550	1.66
PERKINS, MICHELE	7/12/16	08/17/2016	CONTRACT SERVICES	602.00.2100.415.30700	(36,808.08)
PERKINS, MICHELE	7/12/16	08/17/2016	CONTRACT SERVICES	602.00.2100.415.30700	36,820.00

Fund: 602 - RISK MANAGEMENT

13.58

1800 RADIATOR INC	73444836	08/17/2016	500165660	603.00.5300.444.40041	292.00
AMERICAN FLAGPOLE & FLAG CO	126338	08/10/2016	4/28/16	603.00.5300.444.40040	167.90
CAT-PERSONAL SAFETY TRAINING	1	08/10/2016	5/24/16	603.00.5300.444.60012	127.49
CENTENNIAL GLASS	W00006250	08/10/2016	7/25/16	603.00.5300.444.40041	195.00
CITY AUTO GLASS	1001135673	08/17/2016	8/8/16	603.00.5300.444.40041	215.90
FLEETPRIDE	76439526	08/17/2016	4/14/16	603.00.5300.444.40041	929.48
FLEETPRIDE	77131749	06/22/2016	564	603.00.5300.444.40041	(225.00)
FLEETPRIDE	77710743	06/22/2016	564	603.00.5300.444.40041	80.80
FLEETPRIDE	54655113	08/17/2016	564	603.00.5300.444.40041	(32.75)
FLEETPRIDE	78280417	07/13/2016	564	603.00.5300.444.40041	72.60
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	603.00.5300.444.30550	9.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HEALTHEAST VEHICLE SERVICES	0000023318	08/17/2016	0000025348	603.00.5300.444.80700	46.64
INVER GROVE FORD	6206304/1	08/10/2016	6206304/1	603.00.5300.444.40041	280.99
INVER GROVE FORD	5212596	08/10/2016	7/22/16	603.00.5300.444.40041	124.62
INVER GROVE FORD	5212879	08/10/2016	7/27/16	603.00.5300.444.40041	162.89
INVER GROVE FORD	5212992	08/10/2016	7/25/16	603.00.5300.444.40041	350.18
INVER GROVE FORD	5213175	08/17/2016	8/1/16	603.00.5300.444.40041	45.74
INVER GROVE FORD	5213336	08/17/2016	8/2/16	603.00.5300.444.40041	43.73
INVER GROVE FORD	5213550	08/17/2016	8/4/16	603.00.5300.444.40041	(45.74)
INVER GROVE FORD	5213585	08/17/2016	8/4/16	603.00.5300.444.40041	54.59
LIFE SUPPORT INNOVATION	1274	08/17/2016	7/6/16	603.00.5300.444.60065	1,511.66
LIFE SUPPORT INNOVATION	1274	08/17/2016	7/6/16	603.00.5300.444.80700	1,511.66
LIFE SUPPORT INNOVATION	1274	08/17/2016	7/6/16	603.00.5300.444.80700	1,511.68
MANSFIELD OIL COMPANY	CM-012428	08/10/2016	23866	603.140.1450060	(250.50)
MANSFIELD OIL COMPANY	576046	08/10/2016	23866-01-576046	603.140.1450060	3,991.37
MANSFIELD OIL COMPANY	576073	08/10/2016	23866-02-576073	603.140.1450060	8,295.22
MANSFIELD OIL COMPANY	CM-012311	08/10/2016	23866	603.140.1450060	(250.50)
MANSFIELD OIL COMPANY	CM-012358	08/10/2016	23866	603.140.1450060	(250.50)
METRO JANITORIAL SUPPLY INC	11014013	08/10/2016	5/26/16	603.00.5300.444.60012	106.29
METRO JANITORIAL SUPPLY INC	11014082	08/17/2016	7/28/16	603.00.5300.444.60011	130.37
METRO JANITORIAL SUPPLY INC	11014085	08/17/2016	8/3/16	603.00.5300.444.60012	91.06
MID CITY SERIVCES, INC.	44723	08/10/2016	7/22/16	603.00.5300.444.40065	42.75
MID CITY SERIVCES, INC.	44866	08/17/2016	8/5/16	603.00.5300.444.40065	42.75
MTI DISTRIBUTING CO	1079267-00	08/10/2016	91180	603.00.5300.444.40041	166.99
MTI DISTRIBUTING CO	1079367-00	08/10/2016	91180	603.00.5300.444.40041	109.26
MTI DISTRIBUTING CO	1079267-01	08/10/2016	91180	603.00.5300.444.40041	256.64
MTI DISTRIBUTING CO	1079367-01	08/10/2016	91180	603.00.5300.444.40041	29.21
MTI DISTRIBUTING CO	1079650-00	08/10/2016	91180	603.00.5300.444.40041	125.57
MTI DISTRIBUTING CO	1079805-00	08/10/2016	91180	603.00.5300.444.40041	222.37
MTI DISTRIBUTING CO	1080760-00	08/10/2016	91180	603.00.5300.444.60014	610.81
O' REILLY AUTO PARTS	1767-219456	08/10/2016	1578028	603.00.5300.444.40041	126.52
O' REILLY AUTO PARTS	1767-219583	08/10/2016	1578028	603.00.5300.444.40041	68.97
O' REILLY AUTO PARTS	1767-219608	08/10/2016	1578028	603.00.5300.444.40041	113.83
O' REILLY AUTO PARTS	1767-219660	08/10/2016	1578028	603.00.5300.444.40041	(113.83)
O' REILLY AUTO PARTS	1767-9587	08/10/2016	1578028	603.00.5300.444.40041	16.28
O' REILLY AUTO PARTS	1767-219008	08/10/2016	1578028	603.00.5300.444.40041	9.98
O' REILLY AUTO PARTS	1767-219747	08/10/2016	1578028	603.00.5300.444.60012	21.60
O' REILLY AUTO PARTS	1767-219748	08/10/2016	1578028	603.00.5300.444.60012	97.00
O' REILLY AUTO PARTS	1767-219749	08/10/2016	1578028	603.00.5300.444.60012	(21.60)
O' REILLY AUTO PARTS	1767-219781	08/10/2016	1578028	603.00.5300.444.40041	4.79
O' REILLY AUTO PARTS	1767-219781	08/10/2016	1578028	603.140.1450050	5.39
O' REILLY AUTO PARTS	1767-219791	08/10/2016	1578028	603.140.1450050	(5.39)
O' REILLY AUTO PARTS	176220715	08/10/2016	1578028	603.00.5300.444.60012	3.29
O' REILLY AUTO PARTS	1767-220742	08/10/2016	1578028	603.00.5300.444.60012	17.40
O' REILLY AUTO PARTS	1767-220780	08/17/2016	1578028	603.00.5300.444.40041	5.22
O' REILLY AUTO PARTS	1767-2209	08/10/2016	1578028	603.00.5300.444.60012	7.38
O' REILLY AUTO PARTS	1767-220877	08/17/2016	1578028	603.00.5300.444.40041	(5.22)
O' REILLY AUTO PARTS	1767-220879	08/17/2016	1578028	603.00.5300.444.40041	5.72
O' REILLY AUTO PARTS	1767-221222	08/17/2016	1578028	603.140.1450050	97.08
O' REILLY AUTO PARTS	1767-221273	08/17/2016	1578028	603.00.5300.444.40041	232.16
O' REILLY AUTO PARTS	1767-221415	08/17/2016	1578028	603.00.5300.444.40041	9.38
O' REILLY AUTO PARTS	1767-221417	08/17/2016	1578028	603.00.5300.444.40041	14.99
O' REILLY AUTO PARTS	1767-221419	08/17/2016	1578028	603.00.5300.444.40041	59.99
O' REILLY AUTO PARTS	1767-221422	08/17/2016	1578028	603.00.5300.444.40041	39.99
O' REILLY AUTO PARTS	1767-219731	08/10/2016	1578028	603.00.5300.444.40041	(30.00)
O' REILLY AUTO PARTS	1767-221424	08/15/2016	1578028	603.00.5300.444.40041	(242.52)
O' REILLY AUTO PARTS	1767-201428	08/17/2016	1578028	603.00.5300.444.40041	(39.99)
O' REILLY AUTO PARTS	1767-221421	08/17/2016	1578028	603.00.5300.444.40041	(59.99)
PETTY CASH - POLICE	8/15/16	08/17/2016	PETTY CASH REQUEST	603.00.5300.444.80700	71.75
POMP'S TIRE SERVICE, INC.	980030183	08/10/2016	4502557	603.00.5300.444.40041	45.00
POMP'S TIRE SERVICE, INC.	0030432	08/10/2016	4502557	603.00.5300.444.40041	163.50
POMP'S TIRE SERVICE, INC.	980030431	08/10/2016	4502557	603.00.5300.444.60014	913.08
POMP'S TIRE SERVICE, INC.	980030433	08/17/2016	4502557	603.00.5300.444.60014	407.68
POMP'S TIRE SERVICE, INC.	1081473-00	08/17/2016	91180	603.00.5300.444.40041	270.74
POMP'S TIRE SERVICE, INC.	1080350-01	08/17/2016	91180	603.00.5300.444.40041	18.61
SEMA EQUIPMENT INC.	924690	08/10/2016	4504309	603.00.5300.444.40041	1,084.88
SEMA EQUIPMENT INC.	927328	08/10/2016	4504309	603.00.5300.444.40041	846.85
SEMA EQUIPMENT INC.	927325	08/10/2016	4504309	603.00.5300.444.40041	(1,084.88)
TRUCK UTILITIES, INC.	0300537	08/10/2016	0307794	603.00.5300.444.80700	25,084.00
UNIFIRST CORPORATION	090 0314254	08/10/2016	1051948	603.00.5300.444.40065	137.30
UNIFIRST CORPORATION	090 0314254	08/10/2016	1051948	603.00.5300.444.60045	31.49
UNIFIRST CORPORATION	090 0316306	08/10/2016	1051948	603.00.5300.444.40065	137.66
UNIFIRST CORPORATION	090 0316306	08/10/2016	1051948	603.00.5300.444.60045	123.89
UNIFIRST CORPORATION	090 0317364	08/17/2016	1051948	603.00.5300.444.40065	137.66
UNIFIRST CORPORATION	090 0317364	08/17/2016	1051948	603.00.5300.444.60045	31.49
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	603.00.5300.444.50020	110.28
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 7/16 CR	08/17/2016	Wells Fargo Purchase Cards	603.00.5300.444.40041	(128.54)
WELLS FARGO CREDIT CARD ACH	The Corner S WF 7/16	08/17/2016	Wells Fargo Purchase Cards	603.00.5300.444.60021	36.41
WELLS FARGO CREDIT CARD ACH	The Corner S WF 7/16	08/17/2016	Wells Fargo Purchase Cards	603.00.5300.444.60021	52.30
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	603.00.5300.444.40041	128.54
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	603.00.5300.444.40041	8.03

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WESTERN PETROLEUM COMPANY	97418257-41801	08/10/2016	112741	603.140.1450050	567.71
WESTERN PETROLEUM COMPANY	97418259-41801	08/10/2016	112741	603.140.1450050	92.74
ZACK'S, INC.	31382C	08/10/2016	7/16/16	603.00.5300.444.60012	319.58
Fund: 603 - CENTRAL EQUIPMENT					50,946.63
COORDINATED BUSINESS SYSTEMS	CNIN216558	08/10/2016	4502512	604.00.2200.416.40050	3,400.90
INNOVATIVE OFFICE SOLUTIONS	SUM-026818	08/17/2016	S28777	604.00.2200.416.60005	137.77
INNOVATIVE OFFICE SOLUTIONS	SUM-026818	08/17/2016	S28777	604.00.2200.416.60010	2,130.86
US BANCORP EQUIPMENT FINANCE, INC.	310059456	08/17/2016	923425	604.00.2200.416.40050	2,832.44
WELLS FARGO CREDIT CARD ACH	Projector Lamps Llc WF 7/16	08/17/2016	Wells Fargo Purchase Cards	604.00.2200.416.60010	477.90
Fund: 604 - CENTRAL STORES					8,979.87
CULLIGAN	7/31/16 157-98503022-8	08/17/2016	157-98503022-8	605.00.7500.460.60011	52.95
ELECTRIC FIRE & SECURITY	12065	08/10/2016	CIT8000	605.00.7500.460.50055	298.00
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	3708488	08/17/2016	100075	605.00.7500.460.40065	113.54
SPOK, INC.	Z0317493G	08/10/2016	0317493-5	605.00.7500.460.40065	4.65
SPOK, INC.	Z0317493H	08/17/2016	0317493-5	605.00.7500.460.40065	3.39
TOTAL CONSTRUCTION & EQUIP.	68296	08/17/2016	CIT001	605.00.7500.460.40040	99.95
TOTAL CONSTRUCTION & EQUIP.	68297	08/17/2016	CIT001	605.00.7500.460.40042	199.90
UNIFIRST CORPORATION	8/10/16	08/17/2016	UTILITY MAILING	605.00.7500.460.50035	1,469.70
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	605.00.7500.460.60065	19.97
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 7/16	08/17/2016	Wells Fargo Purchase Cards	605.00.7500.460.60065	13.97
WELLS FARGO CREDIT CARD ACH	Homedepot.Com WF 7/16	08/17/2016	Wells Fargo Purchase Cards	605.00.7500.460.60016	32.99
WELLS FARGO CREDIT CARD ACH	Homedepot.Com WF 7/16	08/17/2016	Wells Fargo Purchase Cards	605.00.7500.460.60040	149.00
WELLS FARGO CREDIT CARD ACH	Mei Total Elevator Sol WF 7/16	08/17/2016	Wells Fargo Purchase Cards	605.00.7500.460.40040	246.40
WELLS FARGO CREDIT CARD ACH	Bill Rascher Mechanica WF 7/16	08/17/2016	Wells Fargo Purchase Cards	605.00.7500.460.40040	311.00
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 7/16	08/17/2016	Wells Fargo Purchase Cards	605.00.7500.460.60016	8.49
Fund: 605 - CITY FACILITIES					3,027.40
ADVANCEDTEK	83194	08/10/2016	7/21/16	606.00.1400.413.80610	3,110.49
CARTE GRAPH SYSTEMS	SIN001621	08/17/2016	PA224	606.00.1400.413.30700	20,328.00
CDW GOVERNMENT INC	DRF5676	08/10/2016	2394832	606.00.1400.413.80610	415.12
CIVICPLUS	159282	08/17/2016	7/1/16	606.00.1400.413.30700	2,612.99
GENESIS EMPLOYEE BENEFITS, INC	IN842077	08/10/2016	Payroll	606.00.1400.413.30550	16.75
GOLDCOM, INC.	191098	08/10/2016	2497	606.00.1400.413.60065	25.74
GS DIRECT, INC.	326305	08/10/2016	CIT165	606.00.1400.413.60010	166.76
INTEGRA TELECOM	14012039	08/10/2016	645862	606.00.1400.413.50020	1,048.64
INTEGRA TELECOM	14026630	08/10/2016	887115	606.00.1400.413.50020	1,323.77
PETTY CASH-WF PURCHASE CARD FEES	DIANE EASTON WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.50065	2.92
PETTY CASH-WF PURCHASE CARD FEES	DIANE EASTON WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.50065	2.92
PETTY CASH-WF PURCHASE CARD FEES	DIANE EASTON WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.50065	1.62
PETTY CASH-WF PURCHASE CARD FEES	DIANE EASTON WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.50065	16.63
PETTY CASH-WF PURCHASE CARD FEES	SCOTT O'DONNELL WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.50065	8.00
PETTY CASH-WF PURCHASE CARD FEES	SCOTT O'DONNELL WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.50065	184.00
PETTY CASH-WF PURCHASE CARD FEES	SCOTT O'DONNELL WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.50080	15.95
PETTY CASH-WF PURCHASE CARD FEES	SCOTT O'DONNELL WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.50080	21.70
PETTY CASH-WF PURCHASE CARD FEES	SCOTT O'DONNELL WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.50080	30.00
PETTY CASH-WF PURCHASE CARD FEES	SCOTT O'DONNELL WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.50080	17.00
PETTY CASH-WF PURCHASE CARD FEES	SCOTT O'DONNELL WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.50080	11.00
PETTY CASH-WF PURCHASE CARD FEES	SCOTT O'DONNELL WF OOP 7/16	08/17/2016	Wells Fargo Out of Pocket Reimburse	606.00.1400.413.60015	4.99
TDS METROCOM	7/13/16 651 457 7490	08/10/2016	651 457 7490	606.00.1400.413.50020	173.11
US INTERNET	110-080034-0034	08/10/2016	110-080034	606.00.1400.413.30700	220.00
VERIZON WIRELESS	9769247376	08/10/2016	Telephone	606.00.1400.413.50020	51.43
WELLS FARGO CREDIT CARD ACH	Dropbox L2jdf1bft2qn WF 7/16	08/17/2016	Wells Fargo Purchase Cards	606.00.1400.413.50070	9.99
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 7/16	08/17/2016	Wells Fargo Purchase Cards	606.00.1400.413.50020	53.67
WORKS COMPUTING, INC.	25943	08/10/2016	INVER	606.00.1400.413.80610	2,619.51
WORKS COMPUTING, INC.	26116	08/10/2016	INVER	606.00.1400.413.80610	4,032.93
WORKS COMPUTING, INC.	26189	08/10/2016	INVER	606.00.1400.413.30700	1,562.51
WORKS COMPUTING, INC.	26242	08/10/2016	INVER	606.00.1400.413.80610	3,352.12
WORKS COMPUTING, INC.	26382	08/17/2016	INVER	606.00.1400.413.30700	1,090.13
Fund: 606 - TECHNOLOGY FUND					42,530.39
BARR ENGINEERING COMPANY	23190328.15-16	08/10/2016	2015 PROJECT REVIEWS	702.229.2294602	1,485.00
BARR ENGINEERING COMPANY	23190328.16-3	08/10/2016	2016 PROJECT REVIEWS	702.229.2288601	2,689.00
BARR ENGINEERING COMPANY	23190328.16-3	08/10/2016	2016 PROJECT REVIEWS	702.229.2296102	3,137.47
BOLTON & MENK, INC.	0192804	08/10/2016	T18.110793	702.229.2294102	1,184.00
BOLTON & MENK, INC.	0192806	08/10/2016	T18.110347	702.229.2296102	2,766.50
BOLTON & MENK, INC.	0192807	08/10/2016	T18.110348	702.229.2287302	444.00
C. HALL COMPANY	ESCROW REFUND	08/17/2016	ESCROW BALANCE REFUND	702.229.2286000	458.24
CULLIGAN	7/31/16 157-98473242-8	08/17/2016	157-98473242-8	702.229.2286300	49.45
DAKOTA CTY ATTORNEY	15-848	08/17/2016	15-848	702.229.2291000	95.63
HENNEPIN COUNTY DISTRICT COURT	164092015	08/17/2016	JOSE AYALA BARROW	702.229.2291000	78.00
KIMLEY-HORN & ASSOCIATES, INC.	8068484	08/10/2016	160509024.3	702.229.2299302	3,598.68
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Blackstone Ponds 2nd	08/10/2016	Legal	702.229.2299302	1,580.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Blackstone Ridges	08/10/2016	Legal	702.229.2289802	57.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Blackstone Vista	08/10/2016	Legal	702.229.2282902	136.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Fofeiture-Emiliano Hern	08/10/2016	Legal	702.229.2291000	40.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Forfeiture-Don A. Johns	08/10/2016	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Forfeiture-Jason Dzewi	08/10/2016	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Forfeiture-Keith Gliva	08/10/2016	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Forfeiture-Marco Rodile	08/10/2016	Legal	702.229.2291000	136.40
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Forfeiture-Richard A Ro	08/10/2016	Legal	702.229.2291000	80.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Forfeiture-Ruiz	08/10/2016	Legal	702.229.2291000	8.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Forfeiture-Scott Wege	08/10/2016	Legal	702.229.2291000	48.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Forfeiture-Steven L. Ols	08/10/2016	Legal	702.229.2291000	356.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Forfeiture-Tara M. Bixby	08/10/2016	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Forfeiture-Taylor M. Wo	08/10/2016	Legal	702.229.2291000	564.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Forfeiture-Tressie M Bil	08/10/2016	Legal	702.229.2291000	816.20
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Francis Meyers (11400	08/10/2016	Legal	702.229.2301002	253.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Gerten's Growng Field	10/10/2016	Legal	702.229.2294602	813.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Hayden Heights	08/10/2016	Legal	702.229.2300102	1,087.50
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Herrick CGA (Rich Valle	08/10/2016	Legal	702.229.2301402	120.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 IHCC Bldg Addition	08/10/2016	Legal	702.229.2294002	59.80
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Inver Grove Hotel - Hen	08/10/2016	Legal	702.229.2300202	413.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Mike Pone Variance (8:	08/10/2016	Legal	702.229.2301302	207.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Nash CGA (1193 90th S	08/10/2016	Legal	702.229.2299602	859.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Police-Forfeiture	08/10/2016	Legal	702.229.2291000	374.40
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Tenney CGA 9480 Old	08/10/2016	Legal	702.229.2284902	143.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Thielen CGA (10280 Bl	08/10/2016	Legal	702.229.2300502	1,505.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Wakota Storage	08/10/2016	Legal	702.229.2288601	323.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Wenzel CGA (18xx 120	08/10/2016	Legal	702.229.2299502	143.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Wittmier CGA 2122 94th	08/10/2016	Legal	702.229.2296602	22.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/16 Xcel/Wescott Storage B	08/10/2016	Legal	702.229.2295802	33.00
LILLIE SUBURBAN NEWSPAPERS	7/29/16 001363	08/10/2016	Advertising/Publishing	702.229.2299702	29.05
LILLIE SUBURBAN NEWSPAPERS	7/29/16 001363	08/10/2016	Advertising/Publishing	702.229.2299702	29.05
LILLIE SUBURBAN NEWSPAPERS	7/29/16 001363	08/10/2016	Advertising/Publishing	702.229.2300402	37.35
ROBERT THOMAS HOMES	ESCROW REFUND 1244 76TH ST V	08/17/2016	1244 76TH ST W	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	ESCROW REFUND 1268 76TH ST V	08/17/2016	1268 76TH ST W	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	ESCROW REFUND 1272 76TH ST V	08/17/2016	1272 76TH ST W	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	ESCROW REFUND 1534 76TH ST V	08/17/2016	1534 76TH ST W	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	EXCROW REFUND 4098 87TH ST	08/17/2016	4098 87TH ST	702.229.2299800	2,500.00
WASHINGTON COUNTY COURT ADMIN	107026253	08/17/2016	SHIRLEY JEAN STROMOSKI	702.229.2291000	400.00
Fund: 702 - ESCROW FUND					39,214.72
CITY OF APPLE VALLEY	3RD QTR TSG REIMB.	08/10/2016	3RD QTR TSG REIMBURSEMENT	707.42.4000.421.30700	3,837.09
CITY OF BURNSVILLE	3RD QTR TSG REIMB.	08/10/2016	3RD QTR TSG REIMBURSEMENT	707.42.4000.421.30700	5,409.41
CITY OF FARMINGTON	2ND QTR TSG REIMB.	08/10/2016	2ND QTR TSG REIMBURSEMENT	707.42.4000.421.30700	275.38
CITY OF HASTINGS	2ND QTR TSG REIMB.	08/10/2016	2ND QTR TSG REIMBURSEMENT	707.42.4000.421.30700	3,788.04
CITY OF SOUTH ST. PAUL	2ND QTR TSG REIMB.	08/10/2016	2ND QTR TSG REIMBURSEMENT	707.42.4000.421.30700	5,877.27
CITY OF WEST ST. PAUL	2ND QTR TSG REIMB.	08/10/2016	2ND QTR TSG REIMBURSEMENT	707.42.4000.421.30700	3,026.65
DAKOTA COMMUNICATIONS CENTER	3RD QTR TSG REIMB.	08/10/2016	3RD QTR TSG REIMBURSEMENT	707.42.4000.421.30700	5,250.25
DAKOTA CTY SHERIFF'S OFFICE	2ND QTR TSG REIMB.	08/10/2016	2ND QTR TSG REIMBURSEMENT	707.42.4000.421.30700	10,186.06
EAGAN, CITY OF	2ND QTR TSG REIMB.	08/10/2016	2ND QTR TSG REIMBURSEMENT	707.42.4000.421.30700	12,633.07
LAKEVILLE, CITY OF	2ND QTR TSG REIMB.	08/10/2016	2ND QTR TSG REIMBURSEMENT	707.42.4000.421.30700	11,767.67
ROSEMOUNT, CITY OF	2ND QTR TSG REIMB.	08/10/2016	2ND QTR TSG REIMBURSEMENT	707.42.4000.421.30700	5,320.68
Fund: 707 - PD FEDERAL GRANT PASS THROUGH					67,371.57
total					1,230,602.25

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Gertens Greenhouse Wetland Replacement Plan

Meeting Date: August 22, 2016
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by: Planning

PURPOSE/ACTION REQUESTED

Approve a Resolution approving a wetland replacement plan for wetland mitigation of 0.34 acres for property located at 5500 Blaine Avenue.

- Requires 3/5th's vote

SUMMARY

One of the wetlands on the Gerten property has been expanded over the years with irrigation system water being routed to what is known as Wetland 1 in the delineation report. The Wetland Conservation Act, the Technical Evaluation Panel met on site and concluded that the historic boundary of the wetland had been expanded and therefore needs to be mitigated. A total of 0.34 acres of wetland will be mitigated through purchase of wetland credits. The TEP panel concurs and recommends approval of the plan to purchase wetland credits.

RECOMMENDATION:

Planning Division; Staff, along with the TEP panel recommends approval of the wetland mitigation plan.

Environmental Commission; The Commission reviewed the request on July 28 and recommended approval (5-0).

Attachments: Resolution Approving the Wetland Mitigation Plan
Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A WETLAND REPLACEMENT PLAN APPLICATION FOR THE IMPACT OF WETLANDS ON PROPERTY LOCATED NORTH OF UPPER 55TH STREET, EAST OF BLAINE AVENUE

CASE NO. 16-36W
(Gerten Greenhouses)

WHEREAS, "The Application" requested City approval of a wetland impact and replacement plan that involved impacting 14,914 square feet (0.34 acre) of wetlands and replacement through a wetland banking credit;

WHEREAS, copies of "The Application" were distributed to the following agencies for review and comment: Dakota County Soil & Water Conservation District; Minnesota Board of Water & Soil Resources; Department of Natural Resources Regional Office, DNR Wetlands Coordinator; Department of the Army, Corps of Engineers, St. Paul District; and the Lower Mississippi River WMO; and

WHEREAS, written and oral comments were received at, before and after the public comment period concerning "The Application", record of the comments being found in the file for Case No. 16-36W;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, "The Application" is considered compliant with the Minnesota Wetland Conservation Act and is hereby approved with the following condition:

1. The City (LGU) shall receive written confirmation from BWSR that the wetland credits proposed for said use have been officially withdrawn from the wetland bank.

Resolution No. _____

Page 2

Passed this 22nd day of August, 2016.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

REPORT DATE: July 1, 2016

CASE NO: 16-36W

APPLICANT: Gerten Greenhouses

PROPERTY OWNER: Gerten Greenhouses

REQUEST: Approval of a Wetland Replacement Plan

MEETING DATE: July 28, 2016

LOCATION: 5500 Blaine Avenue

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: PUD, Bishop Heights Planned Unit Development

REVIEWING DIVISIONS: Planning
WCA TEP

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Wetland 1 was converted to use as a stormwater pond as the nursery expanded its operation over the years. In the 1980's, a runoff from the nursery greenhouse watering and outdoor irrigation was routed to Wetland 1 either over land surface or within subsurface tiles in the gravel which significantly increased its size. A replacement plan is required for the historically impacted portions of the wetland, but not for the incidental portion of the wetland created by increased stormwater influences. The historical extent of Wetland 1 requiring mitigation was determined to be 0.34 acre (14,914 sq ft). The applicant is proposing to purchase wetland bank credits of 0.68 acre from wetland bank account #1444 in Bank Service Area 7 to offset the impacts also in Bank Service Area 7.

One of the tasks of the Environmental Commission is to review wetland replacement plans and make recommendation to the City Council.

Dakota County Soil and Water Conservation District (DCSWC) reviews and processes wetland applications under the Wetland Conservation Act for the City of Inver Grove Heights. City Staff prepares a summary memo for the Environmental Commission and City Council based on the information provided by and action taken by the DCSWC.

EVALUATION OF THE REQUEST

The following is a summary of the administrative process completed to date:

- | | |
|----------------|---|
| May 25, 2016 | A complete Minnesota Wetland Conservation Act application requesting a wetland replacement plan decision was received by DCSWCD. |
| May 31, 2016 | Application was noticed as required under Minnesota Rule 8420.0255. Comments were requested by June 21, 2016. |
| March 23, 2016 | A TEP review was conducted on March 23, 2016 (prior to application submittal) and concluded that natural wetland existed historically within the boundaries of Wetland 1, but the basin had grown in size due to use as a stormwater pond. The TEP determined the amount of wetland to be mitigated was 0.34 acres and recommends mitigation be accomplished via purchase of wetland credits. |

The DCSWCD has no objection to the proposed wetland impacts and recommends approval of the wetland replacement plan.

ALTERNATIVES

The Environmental Commission has the following actions available on the following requests:

- A. **Approval.** If the Environmental Commission finds the application to be acceptable, the following action should be taken:
- Recommend Approval of the **Wetland Replacement Plan** as proposed.
- B. **Denial.** If the Environmental 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.

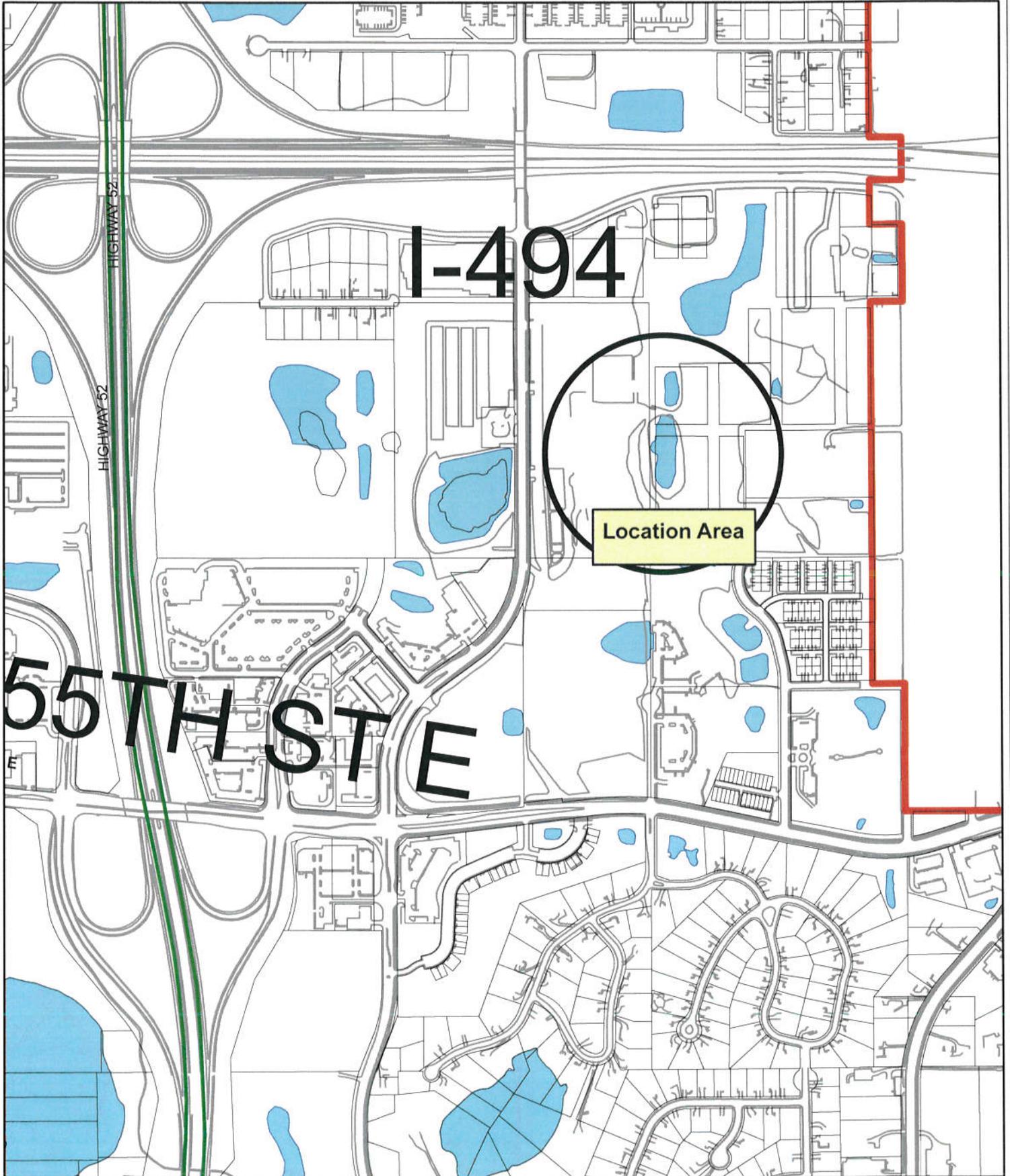
RECOMMENDATION

City Staff, as part of the WCA Technical Evaluation Panel, recommends approval of the wetland replacement.

Attachments: Location Map
Wetland Permit Application
DCSWCD Review Memo



Gerten Wetland Location Map





KJOLHAUG ENVIRONMENTAL SERVICES COMPANY

Providing Sound, Balanced, Comprehensive Natural Resource Solutions

Memorandum (Revised 5/20/2016)

Date: May 20th, 2016

To: David Holmen, Dakota Soil Water Conservation District
Allan Hunting, City of Inver Grove Heights

CC: Lew Gerten

From: Melissa Barrett, Kjolhaug Environmental Services Company (KES)

Re: Wetland I After-the-Fact Replacement Plan Memorandum – Gertens Site, Inver Grove Heights, MN

Wetland I was identified when the Gertens site was originally examined on March 26, 2010 for the presence and extent of wetland. The site was located in Section 33, Township 28N, Range 22W, City of Inver Grove Heights, Dakota County, Minnesota. More specifically, the Gertens site was located east of Blaine Ave, south of 52nd Street East, and north of Blackbird Trail (**Figure 1**). An incidental memo was submitted on February 25, 2016 requesting that Wetland I be considered incidental based on historic photos and land use. A TEP review conducted on March 23, 2016 concluded that natural wetland existed historically within the boundaries of Wetland I, but had grown in size due to use as a stormwater pond. An after-the-fact replacement plan was required for the historically impacted wetland, but not for the incidental portions of the wetland created by use as a stormwater pond (**Appendix A**).

The original extent of Wetland I was determined to be 0.3424 acres (14,913.6 sqft). Two historical aerial photos were selected during the March 23, 2016 TEP meeting that showed Wetland I prior to landowner impact (1937 and 1945), and these were used to calculate the wetland impact based on the average area of visible wetland signatures (**Appendix B**).

Since the 1980's, the site has been intensively used as a large-scale plant/tree/shrub nursery and landscaping store. Retail buildings, greenhouses, outdoor plant irrigations areas, and extensive gravel roadways and storage areas are found throughout (**Figure 2**). Wetland I was determined to have been altered from its natural state by a combination of berm installation at the north edge allowing for water impoundment, along with substantial discharge of un-treated runoff and irrigation water from surrounding impervious and gravel plant storage/parking areas.

The Gertens business continues to expand and the associated need for stormwater storage and treatment grows. Therefore, the applicant would like to mitigate for the impact of converting Wetland 1 into a stormwater pond by proposing an after-the-fact Wetland Replacement Plan to meet WCA requirements.

Sequencing Discussion

As this basin serves as an integral component of the existing business, avoidance and minimization alternatives for the historic wetland area are not feasible. Furthermore, impacts to historic wetland area within the existing larger basin occurred in the 1980’s, prior to WCA regulations taking effect. See Table 2 below for details on the historic wetland impact and replacement requirements.

Table 2. – Required Replacement for Wetland 1 – Gertens Site, Inver Grove Heights

Wetland ID	Wetland Type	Wetland Plant Community	Replacement Ratio	Historic Wetland Impact (acres)	Required Replacement (acres)
Wetland 1	Type 5	PUBFx	2:1	0.3424	0.6848

Wetland Replacement Plan

The Gertens Wetland 1 site is located within Major Watershed 20 (Mississippi River – Twin Cities) and Wetland Bank Service Area 7. Under current interim rules, the priority order for replacement is as follows:

1. Onsite or in the same minor watershed as the impacted wetland;
2. In the same watershed as the impacted wetland; or
3. In the same county or wetland bank service area as the impacted wetland; and
4. In another wetland bank service area

No wetland banks credits are available for purchase within Dakota County. During the March 23, 2016 TEP review, purchasing wetland bank credits from Watershed 20 (Hennepin County) was discussed, however since that time the price of landowner credits increased from \$1.30 per sqft to almost \$2.00 per sqft, a 54% increase in price. This price increase for impacts that occurred prior to WCA regulations taking effect is cost prohibitive and has required the landowner to pursue other options.

With no other available wetland banks within the same county, a wetland bank within Bank Service Area 7 was chosen for purchase of credits. Because the impact is not regulated by the USACE as determined in 2010, the applicant proposes to purchase 0.6848-acres of non-USACE certified Standard Wetland Credits (SWC) from the Montgomery Wetland Bank located in Watershed 19, Bank Service Area 7, Carver County.

Table 3. – Proposed Credit Withdrawal – Gertens Site, Inver Grove Heights

Bank Account	County, BSA	Wetland Subgroup	Wetland Type	Credit Amount (acres)	Compliance
1444	Carver, BSA 7	C	Upland (Not Federally Authorized)	0.6848	Replacement for WCA regulated After-the-Fact Impact to Wetland 1

The Transaction Form for Withdrawal of Wetland Credits is included in **Appendix C**. A verbal agreement has been made with the Wetland Bank Owner, and Wetland Bank documents will be finalized after feedback is received from the LGU regarding this application. Wetland replacement monitoring and management is the responsibility of the Wetland Bank Owner.

Summary

Wetland 1 was converted to use as a stormwater pond as the nursery expanded its operation over the years. In the 1980’s all runoff from nursery greenhouse watering and outdoor irrigation was routed to Wetland 1 either over the land surface or within subsurface tiles in the gravel outdoor irrigation area near the wetland significantly increasing its size. Based on review of historical aerial photographs from 1937 and 1945, the original size of Wetland 1 was determined to be 0.3424 acres. *Wetland 1 was converted to a stormwater pond prior to 1991, and requires an after-the-fact Wetland Replacement Plan.*

The Joint Application Form for Activities Affecting Water Resources in Minnesota, is included in **Appendix D**.

Gertens Wetland 1

After-the-Fact Memo

FIGURES

1. Site Location
2. Existing Conditions



Figure 1 - Site Location Map



N



0 2,500



Feet

Gertens Wetland 1 (KES 2012-036)
Inver Grove Heights, Minnesota

Note: Boundaries indicated on this figure are approximate and do not constitute an official survey product.

KJOLHAUG ENVIRONMENTAL SERVICES COMPANY

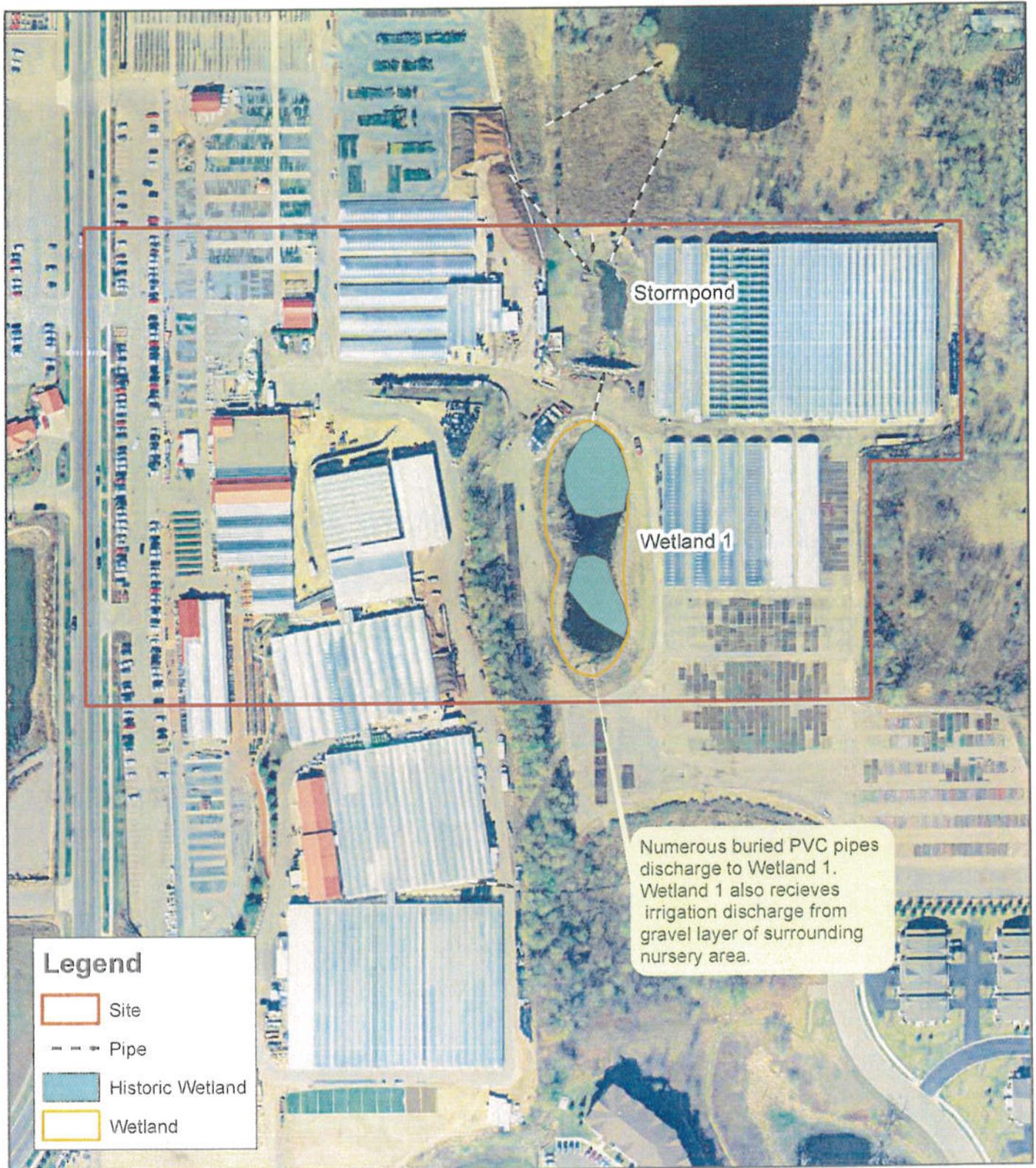


Figure 2 - Existing Conditions



N

0 250



Feet

Gertens Wetland 1 (KES 2012-036)
Inver Grove Heights, Minnesota

Note: Boundaries indicated on this figure are approximate and do not constitute an official survey product.



KJOLHAUG ENVIRONMENTAL SERVICES COMPANY

Source: MnGeo, ESRI Imagery Basemap

Gertens Wetland 1

After-the-Fact Memo

ATTACHMENT A

MN WCA TEP Findings Report

Minnesota Wetland Conservation Act

Technical Evaluation Panel Findings Report

Date(s) of Site Visit/Meeting:	<u>03/23/16</u>	LGU:	<u>Inver Grove Heights/SWCD</u>
County:	<u>Dakota</u>	LGU Contact:	<u>David Holmen, SWCD</u>
Project Name:	<u>Gertens Property</u>	Phone #:	<u>651-480-7791</u>
Location of Project: (attach map if possible)	<u>Inver Grove Heights (T028-R22-S33)</u>	Email Address:	<u>david.holmen@co.dakota.mn.us</u>

<u>TEP ATTENDEES:</u>	<u>OTHER ATTENDEES:</u>	<u>OTHER ATTENDEES:</u>
LGU: Dave Holmen	Melissa Barrett, Kjolhaug Env. Ser.	Low Gerten, Landowner
SWCD: Dave Holmen		
BWSR: Dennis Rodacker		
DNR: N/A		

PROJECT DESCRIPTION AND PURPOSE OF MEETING:

This is a request to determine if Wetland 1 on the Gerten's Property is an incidental wetland. The long-term goal of the applicant is to be able to alter the outlet in order to increase its storm water holding capacity as the site develops. The site is approximately 19-acres with the topography generally flowing east and south the site towards Wetland 1, thus it is a De facto storm water pond.

TYPE OF MEETING: *Check all applicable*

Office On-Site Phone Conference E-Mail Other: _____

TEP FINDINGS AND RECOMMENDATIONS ¹:

The area known as Wetland 1 has clear wetland signatures in all photos dating back from the 1930s. In addition the general wetland boundary is mapped as the hydric soil Unit "Qualms, ponded", and is also mapped in the NWI as a PUBG. Based on this information the entirety of Wetland 1 cannot be considered incidental.

However, the wetland that is on site today is much larger, with deep water levels than the historic aerial photographs indicate, which is due to untreated storm water being routed into the basin. Therefore, there are portions of this wetland that are jurisdictional and portions that are incidental.

The TEP recommends the applicant use historical aerial photographs to discern the natural historic wetland boundary from today's boundary. Since the wetland has already been impacted by untreated storm water, the area that is historic should be replaced through the use of wetland banking credits with the remaining portion of the wetland considered incidental.

This results in the fair replacement of the lost historic wetland, but also allows the landowner the flexibility to alter the outlet elevation as the site develops.

The applicant will need to withdraw the current incidental request application, and resubmit an after the fact wetland replacement plan for the natural historic wetland acreage as well as an amended incidental request.

¹ TEP Findings should be a meaningful concise summary detailing the project conditions, technical data, and what rules apply. The TEP recommendation should be clear, based on rule and best professional judgement.

SIGNATURES



SWCD Representative

3-30-16

Date

Do not concur



BWSR Representative

4/25/16

Date

Do not concur

Delegated to SWCD

LGU Representative

Date

Do not concur

DNR Representative

Date

Do not concur

¹ TEP Findings should be a meaningful concise summary detailing the project conditions, technical data, and what rules apply. The TEP recommendation should be clear, based on rule and best professional judgement.

Gertens Wetland 1

After-the-Fact Memo

ATTACHMENT B

Historic Aerial Photos



Historical Wetland Boundary (1937 Aerial Photograph)



N



0 200



Feet

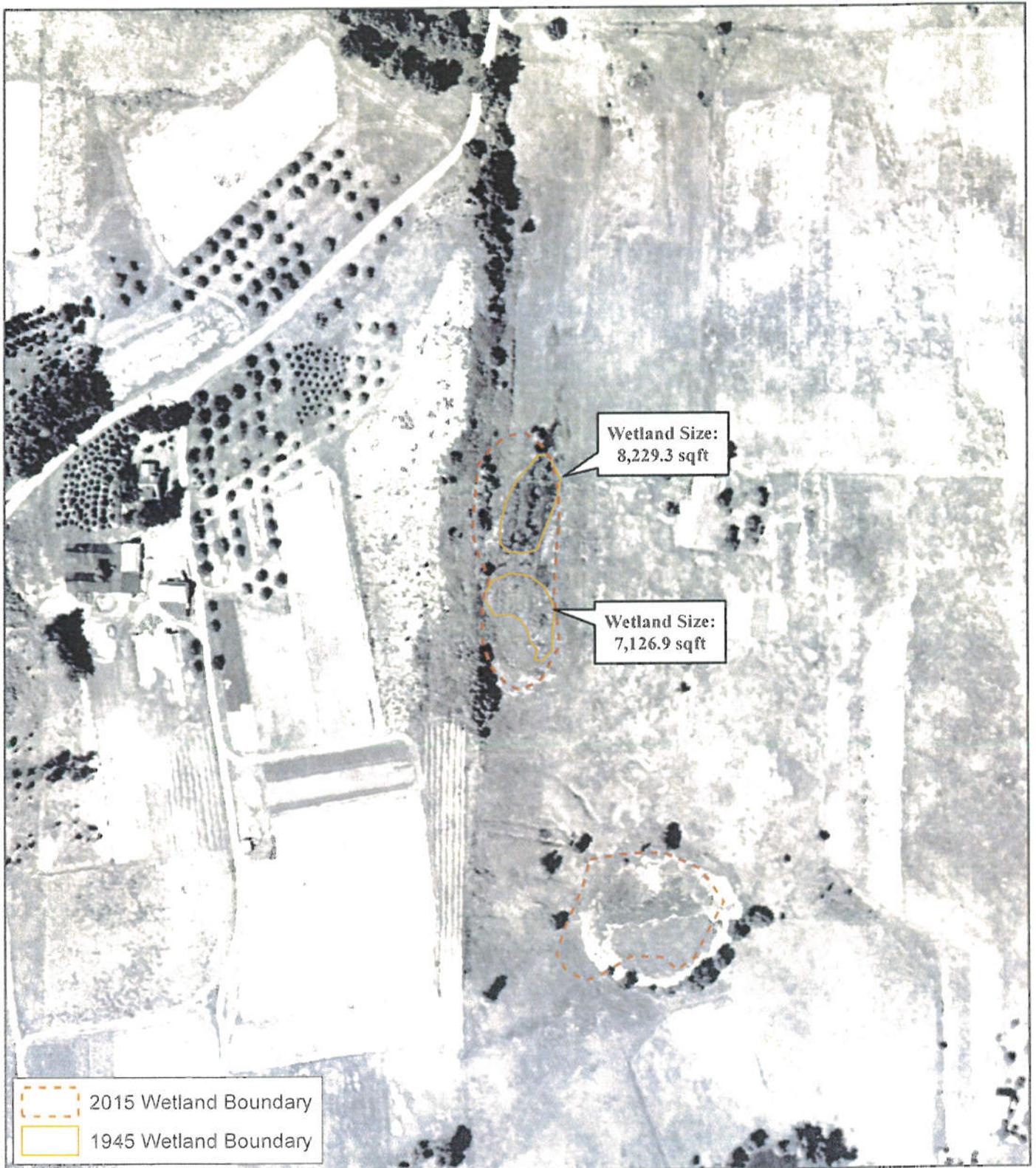
Gertens (KES 2012-036)
Inver Grove Heights, Minnesota

Note: Boundaries indicated on this figure are approximate and do not constitute an official survey product.



KJOLHAUG ENVIRONMENTAL SERVICES COMPANY

Source: ESRI Streets Basemap



Historical Wetland Boundary (1945 Aerial Photograph)



KJOLHAUG ENVIRONMENTAL SERVICES COMPANY

Source: ESRI Streets Basemap

N



0 200



Feet

Gertens (KES 2012-036)
Inver Grove Heights, Minnesota

Note: Boundaries indicated on this figure are approximate and do not constitute an official survey product.



MEMORANDUM

To: Allan Hunting, City of Inver Grove Heights

Cc: Tom Kaldunski, City of Inver Grove Heights
Lew Gerten, Applicant
Melissa Barrett, Kjolhaug Environmental Services

From: Brian Watson, Dakota SWCD
Certified Wetland Delineator #1163

Date: July 19, 2016

RE: **Gerten’s Greenhouse Stormwater Expansion Project
Application for a Wetland Replacement Plan Decision (After the Fact)
Submitted by Lew Gerten**

Under delegated authorities from the City of Inver Grove Heights pursuant to the Minnesota Wetland Conservation Act, the Gerten’s Greenhouse Stormwater Expansion Project has undergone the following administrative process to date:

- July 12, 2010 Notice of Decision by the City of Inver Grove Heights verifying wetland boundaries for three wetlands, labeled Wetland 1 through Wetland 3 on the Gerten’s property.
- March 4, 2016 A complete Minnesota Wetland Conservation Act application requesting a No Loss decision for Basin 1 was submitted.
- March 23, 2016 A Technical Evaluation Panel (TEP) meeting was held to review the No Loss request and that Wetland 1 was created in a non-wetland area and solely the result of increase stormwater runoff. The TEP reviewed various resources including historical aerial photographs, Dakota County soil survey and the national wetland inventory mapping and documented that even though Wetland 1 had increased in size over the past years due to the added stormwater, it cannot in its entirety be considered incidental. The application requesting a No Loss Decision was withdrawn.
- May 25, 2016 A complete Minnesota Wetland Conservation Act application requesting a No Loss and Wetland Replacement Plan decision was submitted.
- May 31, 2016 Application was noticed as required under Minnesota Rule 8420.0255. Comments were requested by June 21, 2016.
- June 21, 2016 Comment period closed. Comments were received by the Minnesota Board of Water and Soil Resources.
- July 19, 2016 Decision period extended 60 days to accommodate City of Inver Grove Heights Environmental Committee and City Council meeting schedules.

Wetland Delineation

A wetland delineation was approved back in 2010. Three wetlands, labeled Wetland 1 through 3, were delineated. This application focuses on Wetland 1 which is approximately 0.88 acre in size. The wetland is located in the Mississippi River Watershed – Metro Area, Dakota County, Bank Service Area 7.

No Loss

Wetland 1 is being used as a stormwater pond. After historical review of Wetland 1, it was determined that the original wetland size prior to influences from stormwater was 0.342 acre. Any wetland acres above that amount would be applicable to a No Loss decision (0.538).

Wetland Replacement

The applicant would like the continued ability to use the historical wetland area for stormwater management which may result in the loss of all wetland characteristics as defined by the Minnesota Wetland Conservation Act. The applicant is proposing to provide wetland replacement for the 0.342 acre by purchasing 0.684 acre (2:1 ratio) from wetland bank account #1444 located in South Fork Crow River Watershed, Carver County, Bank Service Area 7.

Addressing Comments Received

Comments were received by the Minnesota Board of Water and Soil Resources (BWSR) as it relates to the location of the proposed wetland bank account being used for wetland replacement. The concern expressed was that the location of the proposed wetland bank site (South Fork Crow River Watershed) was not within the same major watershed as where wetlands are being impacted (Mississippi River Watershed – Metro Area).

Current Minnesota Wetland Conservation Act Rule adopted in 2009 requires the following order of priority be used when applicants select wetland bank accounts to use:

- Same minor watershed as affected wetland
- Same major watershed as affected wetland
- Same county as affected wetland
- Same bank service area as the impacted wetland

The Rule further states that the cost of wetland replacement alone is not sufficient reason to conclude reasonable, practical and beneficial replacement opportunities exist (Minn. Rule 8420.0533 Subp 7 E.(2)).

The BWSR comment indicated that the only stated reason in the application for purchasing wetland bank credits outside of the major watershed was cost and therefore requested additional information be provided as to why wetland bank credits could not be purchased within the Mississippi River Watershed – Metro Area.

The SWCD coordinated with BWSR staff in regards to the comment received. It was noted that the proposed wetland bank account is outside of the major watershed and that the narrative within the application suggests costs was the factor; this is generally not acceptable and should be noted by the applicant. However, the SWCD also noted that the proposed Wetland Bank to be used is not federally authorized for use by the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act.

For this project, the U.S. Army Corps of Engineers has provided written correspondence by letter dated December 14, 2010 that Wetlands 1, 2 and 3 on the Gerten property are not waters of the United States and therefore do not require compensatory mitigation. Therefore, there is additional reason outside cost alone to allow use of Wetland Bank Account #1444 as it can only be used when no federal jurisdiction applies; this is the case with the Gerten project.

Upon further communication, BWSR staff verbally accepted this added information and the use of wetland bank account #1444 located in the South Fork Crow River Watershed.

Summary/Recommendation

The SWCD supports approval of the application for a No Loss (0.538 acre) and Wetland Replacement Plan (0.342 acre) decision including wetland replacement to occur through credit purchase of 0.684 acre from wetland bank account #1444. Upon approval by City Council, the Notice of Decision form and the wetland bank transaction form will be coordinated and processed by the SWCD and the applicant.

Attachments:

Full application – Received and considered complete May 25, 2016

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Dakota County Wetland Replacement Plan

Meeting Date: August 22, 2016
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by: Planning

PURPOSE/ACTION REQUESTED

Approve a Resolution approving a wetland replacement plan for wetland mitigation of 0.18 acres for one wetland located in the reconstruction area of Hwy 55 and Argenta Trail/Yankee Doodle.

- Requires 3/5th's vote

SUMMARY

A wetland inventory was conducted as part of the Hwy 55/Argenta Trail reconstruction project. One wetland will be impacted during the construction of trails within the project area. A total 0.18 acres will be impacted and required to be mitigated through purchase of wetland bank credits. The WCA Technical Evaluation Panel reviewed the request and recommends mitigation be accomplished with purchase of wetland bank credits.

RECOMMENDATION:

Planning Division; Staff, along with the TEP panel recommends approval of the wetland mitigation plan.

Environmental Commission; The Commission reviewed the request on July 28 and recommended approval (5-0).

Attachments: Resolution Approving the Wetland Mitigation Plan
Staff Report

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A WETLAND REPLACEMENT PLAN APPLICATION FOR THE IMPACT OF WETLANDSON PROPERTY LOCATED WITHIN THE INTERSECTION RECONSTRUCITON OF HWY 55 AND ARGENTA TRAIL/YANKEE DOODLE

**CASE NO. 16-35W
(Dakota County)**

WHEREAS, "The Application" requested City approval of a wetland impact and replacement plan that involved impacting 7,841 square feet (0.18 acre) of wetlands and replacement through a wetland banking credit;

WHEREAS, copies of "The Application" were distributed to the following agencies for review and comment: Dakota County Soil & Water Conservation District; Minnesota Board of Water & Soil Resources; Department of Natural Resources Regional Office, DNR Wetlands Coordinator; Department of the Army, Corps of Engineers, St. Paul District; and the Lower Mississippi River WMO; and

WHEREAS, written and oral comments were received at, before and after the public comment period concerning "The Application", record of the comments being found in the file for Case No. 16-35W;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, "The Application" is considered compliant with the Minnesota Wetland Conservation Act and is hereby approved with the following condition:

1. The City (LGU) shall receive written confirmation from BWSR that the wetland credits proposed for said use have been officially withdrawn from the wetland bank.

Resolution No. _____

Page 2

Passed this 22nd day of August, 2016.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

REPORT DATE: July 15, 2016

CASE NO: 16-35W

APPLICANT: Dakota County

PROPERTY OWNER: Dakota County

REQUEST: Approval of a Wetland Replacement Plan

MEETING DATE: July 28, 2016

LOCATION: Hwy 55 and Argenta Trail

COMPREHENSIVE PLAN: N/A

ZONING: N/A

REVIEWING DIVISIONS: Planning
WCA TEP

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The City and Dakota County will be constructing improvements to the Hwy 55 and Argenta Trail/Yankee Doodle Trail intersection in 2017. A wetland inventory was conducted for the project area. Based on the design of the roadway project, one wetland will be partially impacted and therefore a wetland replacement plan must be approved by the City for the project to move forward.

One of the tasks of the Environmental Commission is to review wetland replacement plans and make recommendation to the City Council.

Dakota County Soil and Water Conservation District (DCSWC) reviews and processes wetland applications under the Wetland Conservation Act for the City of Inver Grove Heights. City Staff prepares a summary memo for the Environmental Commission and City Council based on the information provided by and action taken by the DCSWC.

EVALUATION OF THE REQUEST

The following is a summary of the administrative process completed to date:

- May 12, 2016 A complete Minnesota Wetland Conservation Act application requesting a wetland replacement plan decision was received by DCSWCD.
- May 19, 2016 Application was noticed as required under Minnesota Rule 8420.0255. Comments were requested by June 17, 2016.
- July 12, 2016 The proposed project will permanently impact Wetland Basin #3 (0.29 acres). Of this impact 0.20 acres is for roadway purposes and 0.09 acres for county trail purposes. The TEP determined the amount of wetland to be mitigated was 0.18 acres for trail purposes. The wetland acreage impacted by the roadway construction does not have to be mitigated via the Local Road Replacement Program. The TEP recommends mitigation be accomplished via purchase of wetland credits through a wetland bank account held by Dakota County.

The DCSWCD has no objection to the proposed wetland impacts and recommends approval of the wetland replacement plan.

ALTERNATIVES

The Environmental Commission has the following actions available on the following requests:

- A. Approval.** If the Environmental Commission finds the application to be acceptable, the following action should be taken:
- Recommend Approval of the **Wetland Replacement Plan** as proposed.
- B. Denial.** If the Environmental 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

City Staff, as part of the WCA Technical Evaluation Panel, recommends approval of the wetland replacement.

Attachments: Location Map
Wetland Permit Application
DCSWCD Review Memo



WETLAND DELINEATION REPORT

CSAH 63/CSAH 28 RECONSTRUCTION

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

Prepared for:

Dakota County Transportation Department

14955 Galaxie Avenue
Apple Valley, MN 55124

Prepared By:

Kimley-Horn and Associates, Inc.

2550 University Avenue West, Suite 238N
St. Paul, MN 55114

© Kimley-Horn and Associates, Inc.

November 2015

Kimley»Horn



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FIGURES

- Figure 1. Project Vicinity
- Figure 2. Project Limits
- Figure 3. USGS 7.5 Minute Topographical Map
- Figure 4A-B. Delineated Wetland Boundaries

APPENDICES

- Appendix A. National Wetlands Inventory
- Appendix B. Hydric Soils Information
- Appendix C. Precipitation Data
- Appendix D. MN DNR Public Waters Inventory
- Appendix E. Field Data Sheets
- Appendix F. Site Photos

1.0 EXECUTIVE SUMMARY

Wetland scientist Ashley Payne, CWD (#1259) with Kimley-Horn (K-H) conducted a wetland investigation and delineation for the CSAH 63/CSAH 28 Reconstruction project in the City of Inver Grove Heights, Dakota County, Minnesota. The site investigation and delineation occurred on July 21st, September 10th, and October 1st, 2015. During the investigation, three areas were delineated as wetland (two appear to be typical roadside ditches) and one area was delineated as a stormwater pond. One wetland was also identified outside of the project study area and is described in this report.

WETLANDS AND WETLAND DITCHES

- **Delineated Wetlands**
 - *Wetland 1* is delineated as Type 2—Fresh (Wet) Meadow wetland. The wetland was a roadside ditch located north of Amana Trail. This basin appears to be a constructed ditch.
 - *Wetland 2* is delineated as Type 2/3—Fresh (Wet) Meadow/Shallow Marsh wetland. The wetland was a roadside ditch located in the southeast quadrant of the intersection at Argenta Trail (CSAH 63) and TH 55. This wetland appears to be a typical roadside ditch that meets wetland criteria.
 - *Wetland 3* is delineated as Type 2—Fresh (Wet) Meadow wetland. This wetland is a depression located north of TH 55.
- **Estimated Boundaries**
 - *Pond 1* was a constructed stormwater pond located in the southern portion of the study area east of Yankee Doodle Road (CSAH 28). The boundary of this basin was gps surveyed.
 - *Wetland 4* is a depressional wetland located in an agricultural field east of Argenta Trail (CSAH 63) and the project study area. A Level 1 delineation was completed for this wetland. The estimated wetland boundary was gps surveyed; however, flags were not placed as this wetland was outside of the project study area.

2.0 SITE LOCATION

The CSAH 63/CSAH 28 Reconstruction project is located in the City of Inver Grove Heights, Dakota County, Minnesota (Section 7, Township 27N, Range 22W). The project includes a portion of Argenta Trail (CSAH 63)/Yankee Doodle Road (CSAH 28) and the CSAH 63/TH 55 intersection (**Figure 1**).

3.0 PROJECT DESCRIPTION

Dakota County is proposing to reconstruct CSAH 63/CSAH 28 through the intersection at TH 55 into a four-lane divided roadway and with additional turn and deceleration lanes. Improvements also include trails and stormwater treatment ponds along the roadway. The project study area is depicted in **Figure 2**.

4.0 PURPOSE OF THE DELINEATION

This delineation is intended to identify the extent of wetlands and potential waters of the US within the project study area. The information will be used to facilitate project design and to determine if wetland impacts are avoidable and/or if minimization of wetland impacts can result from design modifications.

5.0 SITE DESCRIPTION

Land use within and adjacent to the project study area includes roadway right-of-way, businesses, residential, and agricultural land.

The ground surface elevation ranges from 862 feet to 978 feet.

6.0 PRELIMINARY INVESTIGATION

Prior to field reconnaissance, potential wetland areas within the project study area were identified through a desktop review of National Wetlands Inventory (NWI) mapping, aerial photography (2013), DNR Public Waters Inventory (PWI), site topography, and the soil survey for Dakota County.

NWI mapping, recently updated by the Minnesota DNR, identified two wetlands within the project study area (**Appendix A**).

According to the Natural Resources Conservation Service's (NRCS) *Web Soil Survey*, no soil mapping units were considered hydric; however one soil-mapping unit within the project study area was considered predominantly hydric (Quam silt loam). Maps and information obtained from the NRCS online web survey are included in **Appendix B**.

The Dakota County, Minnesota 7.5-minute topographic map (U.S. Geological Survey) shows no wetlands within the project study area (**Figure 3**).

Precipitation data for the project study area was obtained from an online data retrieval system created and maintained by the Climatology Working Group at the University of Minnesota (available at <http://climate.umn.edu/doc/historical.htm>). This information was used to determine if the climatic/hydrologic conditions were typical for this time of year. Rainfall levels for the three months leading up to the July 21st field investigation (April, May, and June) and the September 10th field investigation (June, July, and August) were compared to historical data. The data shows that April and May had normal precipitation levels and June had wetter than normal precipitation levels, meaning the time period leading up to the July 21st field investigation had wetter than normal conditions compared to the historical average. The data shows that June and July had wetter than normal precipitation levels and August was

drier than normal, meaning the time period leading up to the September 10th field investigation had normal precipitation levels compared to historical average. This information is included in **Appendix C**.

The Minnesota Department of Natural Resources (DNR) Public Waters Inventory Map (PWI) shows no wetlands within the project study area. The inventory map is included in **Appendix D**.

7.0 FIELD INVESTIGATION

Wetland scientist Ashley Payne, CWD (#1259) with Kimley-Horn and Associates, Inc. (K-H) conducted a field investigations and wetland delineations on July 21st, September 10th, and October 1st, 2015.

A routine level 2 wetland delineation, as outlined in the 1987 Corps of Engineers Wetlands Delineation Manual (USACE) along with the Midwest Regional Supplement was performed for all wetlands within the project study limits except for Wetland 4. Wetland 4 was located outside of the project study area; therefore, only an estimated boundary was gps surveyed.

During the field investigation, vegetation, soils, and hydrologic characteristics were evaluated at each potential wetland area within the project study area. A transect, including at least one upland and one wetland sample point, was completed and documented for each area identified as wetland. The sample point locations and wetland boundaries were surveyed with a Trimble GPS and are shown in **Figures 4A-B**. The field data sheets are included in **Appendix E**.

8.0 DELINEATION RESULTS

The field investigation delineated four wetlands and one stormwater pond within the project study area. A summary of the field investigation is below.

WETLAND 1

Wetland 1 is a roadside ditch located north of Amana Trail. The preliminary investigation did not identify this area as wetland on NWI mapping nor was it identified as having hydric soils on the County Soil Survey. Two sample points were completed for this wetland; sample point W1-2 in the bottom of the ditch and W1-1 in adjacent upland. This area appeared to be constructed for stormwater run-off collection. Wetland 1 was delineated as a Type 2—Fresh (Wet) Meadow wetland and is depicted on **Figure 4B**. The wetland boundary was based on the change in topography and vegetation transition from reed canary grass (*Phalaris arundinacea*) to crownvetch (*Securigera varia*).

The dominant vegetation at sample point W1-1 included crownvetch and Kentucky bluegrass (*Poa pratensis*); therefore, did not have a dominance of hydrophytic vegetation. The dominant vegetation at sample point W1-2 included Eastern cottonwood (*Populus deltoides*) and sandbar willow (*Salix interior*) in the sapling/shrub stratum and reed canary grass in the herbaceous stratum; therefore, met hydrophytic vegetation criteria.

The soil profile at sample points W1-1 and W1-2 did not meet any hydric soil field indicators; however, the “other” category was selected for sample point W1-2. Soils were assumed since a soil profile could not be completed below 6 inches due to a presence of rock and the soil appeared to be sediment from the adjacent roadway run-off.

Sample point W1-1 did not meet any hydrology indicators. Sample point W1-2 met the primary hydrology indicators of B8 (Sparsely Vegetated Concave Surface) and B9 (Water-Stained Leaves) and the

secondary hydrology indicators of B10 (Drainage Patterns), D2 (Geomorphic Position), and D5 (FAC-Neutral Test).

WETLAND 2

Wetland 2 is a roadside ditch located in the southeast quadrant of the intersection of CSAH 63 and TH 55. The preliminary investigation did not identify this area as wetland on NWI mapping but did have predominantly hydric soils (Quam silt loam), as noted in the county soil survey. Two sample points were completed for this wetland; sample point W2-1 in the roadside ditch and sample point W2-2 which was 2-foot upslope of sample point W2-1.

Wetland 2 was delineated as a Type 2/3—Fresh (Wet) Meadow/Shallow Marsh wetland and is depicted on **Figure 4A**. The wetland boundary was based on a change in topography and transition in vegetation from OBL and FACW species to FACU species.

The dominant vegetation at sample point W2-1 included green ash (*Fraxinus pennsylvanica*) in the sapling/shrub stratum and reed canary grass and cattails (*Typha angustifolia*) in the herbaceous stratum; therefore, had a dominance of hydrophytic vegetation. The dominant vegetation at sample point W2-2 included American elm (*Ulmus americana*), common buckthorn (*Rhamnus cathartica*), and green ash in the sapling/shrub stratum and reed canary grass, Kentucky blue grass, and smooth brome (*Bromus inermis*) in the herbaceous stratum, therefore, also met hydrophytic vegetation criteria.

The soil profile at sample point W2-1 met hydric soil field indicator F6 (Redox Dark Surface). The soil profile at sample point W2-2 did not meet any hydric soil field indicators.

Sample point W2-1 met the secondary hydrology indicators of D2 (Geomorphic Position) and D5 (FAC-Neutral Test); therefore met wetland hydrology criteria. Sample point W2-2 did not meet any hydrology indicators.

WETLAND 3

Wetland 3 is a depression located north of TH 55 and east of CSAH 63. The preliminary investigation revealed this area as a Freshwater Emergent Wetland (PEM1C) on NWI mapping and predominantly hydric soils (Quam silt loam), as noted in the county soil survey. Two sample points were completed for this wetland; sample point W3-1 on the backslope of the depression (2-feet higher in elevation than W3-2) and W3-2 located at the toe of slope of the depression.

Wetland 3 was delineated as a Type 2—Fresh (Wet) Meadow wetland and is depicted on **Figure 4A**. The wetland boundary was based on the abrupt change in topography and transition in vegetation from reed canary grass to FACU species.

The dominant vegetation at sample point W3-1 was white oak (*Quercus alba*) and green ash in the tree stratum, common buckthorn) and green ash in the sapling/shrub stratum, and common buckthorn in the herbaceous stratum; therefore, did not have a dominance of hydrophytic vegetation. The dominant vegetation at sample point W3-2 included reed canary grass in the herbaceous stratum.

The soil profiles at both sample points W3-1 and W3-2 met the hydric soil field indicator of F6 (Redox Dark Surface).

Sample point W3-1 did not meet any hydrology indicators. Sample point W3-2 met the secondary hydrology indicators of D2 (Geomorphic Position) and D5 (FAC-Neutral Test); therefore, met wetland hydrology criteria.

WETLAND 4

Wetland 4 is a depression located in an agricultural field east of Argenta Trail CSAH 63 and east of the project study area. The preliminary investigation did not identify this area on NWI mapping and did not have hydric soil, as noted in the county soil survey. Due to the location of this wetland outside of the project study area, the estimated wetland boundary for this basin was gps surveyed based on the change in topography and vegetation.

STORMWATER POND 1

Pond 1 is a constructed stormwater pond located in the southern portion of the study area and east of Yankee Doodle Road (CSAH 28). This pond appears to be a constructed stormwater basin and had a distinct boundary that was delineated.

9.0 REGULATORY REQUIREMENTS

The following provides a general summary of the permit requirements that may pertain to the CSAH 63/CSAH 28 Reconstruction Project. Any activity planned within areas identified as wetland must be coordinated with and approved by the appropriate agencies prior to commencement of such activities.

Agencies representing the levels of government in Minnesota regulate certain activities that affect lakes, rivers, streams, and wetlands are listed below:

- **Federal** – U.S. Army Corps of Engineers (USACE): Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act.
- **Local** – Local Government Units (LGU) (including cities, counties, watershed management organizations, soil and water conservation districts, and townships): Wetland Conservation Act (WCA). The City of Inver Grove Heights and Minnesota Department of Transportation are the LGU's for this project.

The regulatory authority of the USACE generally covers Waters of the United States, including those that are subject to WCA. Generally, the USACE reviews delineations to determine whether wetlands are jurisdictional (i.e., Waters of the United States).

In Minnesota, a joint application process has been developed for projects with anticipated wetland impacts. Applications are coordinated between the USACE and the LGU's.

10.0 REPORT PREPARATION

The procedures followed for this wetland delineation are in accordance with the *Corps of Engineers Wetlands Delineation Manual* (USACE 1987) and the *Midwest Regional Supplement* (USACE 2010).

This report describes site conditions for a specific date-in-time, and is generally valid for a period of five years from the date of the final field investigation and delineation – October 1st, 2015

11.0 REFERENCES

- Climatology Working Group, University of Minnesota. *Historical Climate Data Retrieval: Daily or Monthly Temperature, Precipitation, Snow Data by Target Location*. Available at <http://climate.umn.edu/doc/historical.htm>, accessed October 2015.
- Minnesota Board of Water and Soil Resources. Information regarding Minnesota wetland regulations (includes links to other regulatory websites). Available at <http://www.bwsr.state.mn.us/wetlands/index.html>, accessed October 2015.
- Minnesota Department of Natural Resources. *Protected Waters and Wetlands, Dakota County, Minnesota*. Public Waters Inventory Map. Available at http://www.dnr.state.mn.us/waters/watermgmt_section/pwi/maps.html, accessed October 2015.
- Minnesota Department of Natural Resources. Updated National Wetlands Inventory Shapefile. Available at <https://gisdata.mn.gov/>. Accessed October 2015.
- Natural Resources Conservation Service, U.S. Department of Agriculture. *Web Soil Survey*. Available at <http://websoilsurvey.nrcs.usda.gov>, accessed October 2015.
- U.S. Army Corps of Engineers. *Corps of Engineers Wetlands Delineation Manual*. Technical Report Y-87-1. January 1987.
- U.S. Army Corps of Engineers. *Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Region (Version 2.0)*. August 2010.

Figures

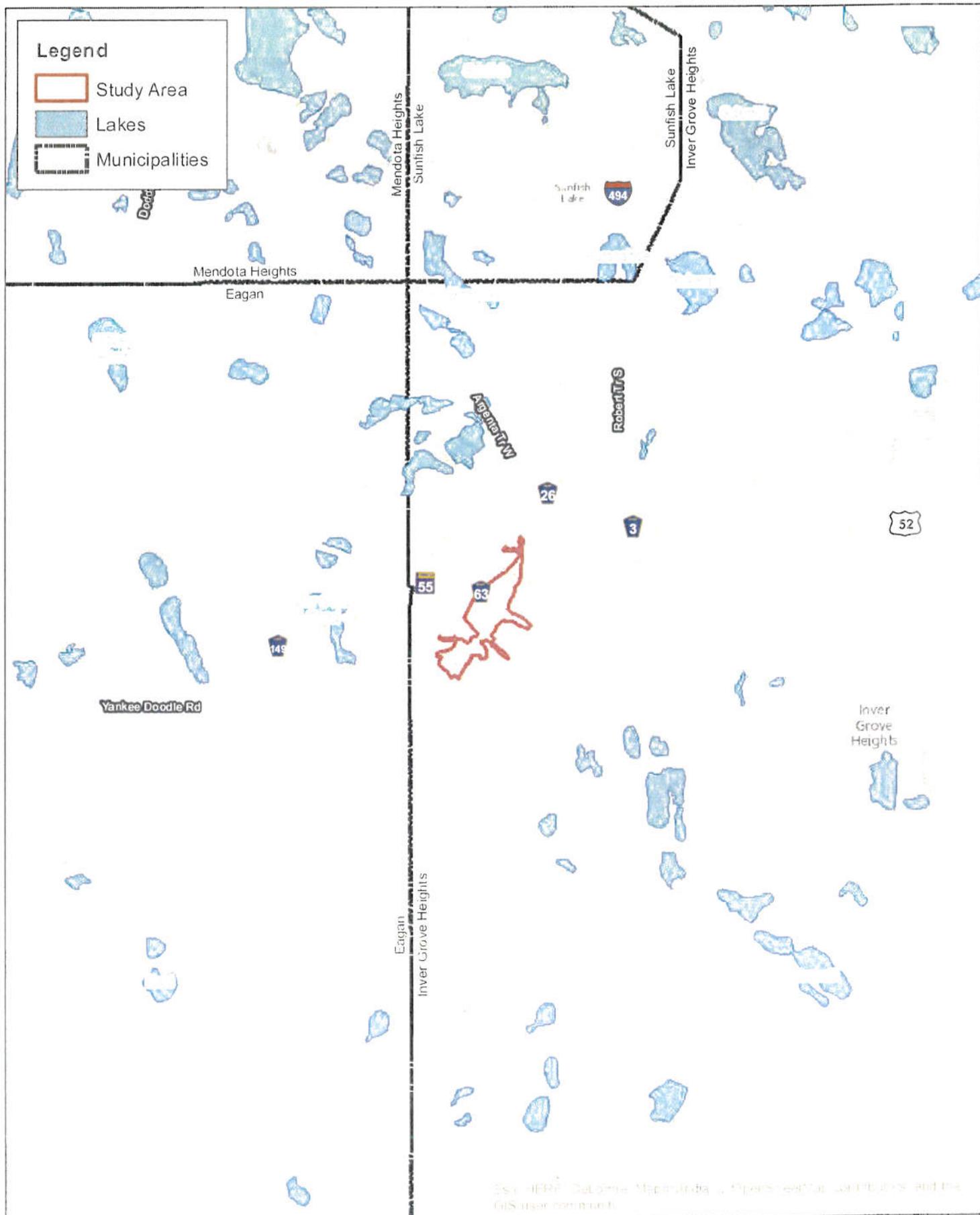


Figure 1: Project Vicinity
 CSAH 28/CSAH 63 Reconstruction
 Wetland Delineation Report



Figure 2: Project Location
 CSAH 28/CSAH 63 Reconstruction
 Wetland Delineation Report



Figure 3: USGS Topographic Map
 CSAH 28/CSAH 63 Reconstruction
 Wetland Delineation Report



Figure 4A. Delineated Wetland Boundaries (South of TH 55)
CSAH 63/CSAH 28 Reconstruction



Figure 4B. Delineated Wetland Boundaries (North of TH 55)
CSAH 63/CSAH 28 Reconstruction
Wetland Delineation Report



MEMORANDUM

To: Allan Hunting, City of Inver Grove Heights

Cc: Tom Kaldunski, City of Inver Grove Heights
Jenna Fabish, Dakota County Transportation
Ashley Payne, Kimley-Horn and Associates

From: Brian Watson, Dakota SWCD
Certified Wetland Delineator #1163

Date: July 15, 2016

RE: **CSAH 63/28 Reconstruction Project**
Application for a Wetland Boundary, No Loss and Replacement Plan Decision
Submitted by the Dakota County Transportation Department

Under delegated authorities from the City of Inver Grove Heights pursuant to the Minnesota Wetland Conservation Act, the CSAH 63/28 Reconstruction Project has undergone the following administrative process to date:

- May 11, 2016 A complete Minnesota Wetland Conservation Act application requesting a wetland boundary, no loss and replacement plan decision was received. Under the wetland replacement portion of the application, a portion of the wetland impacts were requested to be replaced under the State of Minnesota’s Local Road Replacement Program rather than by the applicant.
- May 19, 2016 Application was noticed as required under Minnesota Rule 8420.0255. Comments were requested by June 17, 2016.
- June 3, 2016 SWCD conducted field review of wetlands delineated. No changes were recommended to the delineated wetlands.
- June 17, 2016 Comment period closed. No comments were received.
- June 28, 2016 Decision period was extended 60 days to accommodate City of Inver Grove Heights Environmental Committee and City Council meeting schedules.
- July 12, 2016 Technical Evaluation Panel signatures were obtained indicating that 0.20 acre of wetland fill for the project qualify for the State of Minnesota’s Local Road Replacement Program and no further action by the City of Inver Grove Heights is required for these impacts.

Wetland Delineation

A wetland delineation report was completed and submitted with the application. Four wetlands, labeled 1 through 4, and a stormwater pond were delineated. The SWCD concurs with the wetland delineation report provided.

No Loss

Wetland Basin 1 and 2 were stated as being incidental roadside ditches constructed in upland and not regulated under the WCA. The SWCD concurs that Wetland Basin 1 and 2 are not regulated and the no loss decision would apply.

Wetland Replacement

A total of 0.29 acre of wetland fill will occur in Wetland Basin 3. Of this amount, 0.20 acre will be for roadway construction and 0.09 acre will be for trail construction. As mentioned, on July 12 signatures were obtained indicting the 0.20 acre of fill for the roadway qualifies for the State of Minnesota Local Road Replacement Program. No further action is needed from the City of Inver Grove Heights on these wetland impacts.

The proposed trail construction will permanently impact 0.09 acre of a Type 2 wet meadow wetland. Wetland replacement will occur through the debit of 0.18 acre from Wetland Bank Account #149 owned by Dakota County. This wetland bank is located in Mississippi River Watershed and the same bank service area as the impact.

The SWCD has no objections to the proposed wetland impacts and recommends approval of the wetland replacement plan.

Summary

The SWCD supports approval of the application for a Wetland Boundary, No Loss and Wetland Replacement Plan decision. Upon approval by City Council, the Notice of Decision form and the wetland bank transaction form will coordinated and processed by the SWCD and the applicant.

Attachments:

- Local Road Replacement Program Application Executed
- Transaction Form for Withdrawal of Wetland Bank Credits

Attachment E

Local Road Replacement Program Qualification

Complete this part *if* you are a local road authority (county highway department, city transportation department, etc.) seeking verification that your project (or a portion of your project) qualifies for the MN Local Government Road Wetland Replacement Program (LGRWRP). If portions of your project are not eligible for the LGRWRP, then Attachment D should be completed and attached to your application.

Discuss how your project is a repair, rehabilitation, reconstruction, or replacement of a currently serviceable road to meet state/federal design or safety standards/requirements. Applicants should identify the specific road deficiencies and how the project will rectify them. Attach supporting documents and information as applicable:

This project meets MN Rule 8820.9936 Minimum Design Standards, Urban; New or Reconstruction Projects; therefore all wetland impacts would qualify for BWSR roadway replacement.

Project ADT	Lane Width	Design Speed
>10,000	12ft	over 40 mph

- Clearance of 1.5 feet from the face of the curb to fixed objects must be provided when the posted speed is 40 to 45 mph. A ten-foot clear zone measured from the driving lane must be provided when the posted speed exceeds 45 mph.
- For volumes greater than 15,000 projected ADT, at least four (two in each direction) through-traffic lanes are required, unless a capacity analysis demonstrates that a different lane configuration achieves level of service D or better.

All wetland impacts are a result of the roadway safety improvements to an existing roadway; therefore, the 0.20 ac of wetland impacts would qualify for BWSR roadway replacement. At a 2:1 ratio, the total mitigation that would be covered by BWSR would be 0.40 ac. The trail impacts will be mitigated through bank credits as shown in Attachment D.

See crash analysis discussion in Attached B under Purpose and Need of the project.

Provide a map, plan, and/or aerial photograph accurately depicting wetland boundaries within the project area. Attach associated delineation/determination report or otherwise explain the method(s) used to identify and delineate wetlands. Also attach and discuss any type of review or approval of wetland boundaries or other aspects of the project by a member or members of the local Technical Evaluation Panel (TEP) or Corps of Engineers:

A wetland delineation report was prepared in October of 2015 by Kimley-Horn and Associates on behalf of the Dakota County Transportation Department and is attached to this submittal. USACE Project number is 2015-04276-PRH.

In the table below, identify only the wetland impacts from Part 4 that the road authority has determined should qualify for the LGRWRP.

Wetland Impact ID (as noted on overhead view)	Type of Impact (fill, excavate, drain)	Size of Impact (square feet or acres to 0.01)	Existing Plant Community Type(s) in Impact Area ¹	County, Major Watershed #, and Bank Service Area # of Impact ²
W3-1	P	0.20 acres	Fresh Meadow	Dakota/38/8

¹Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.

²Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

Discuss the feasibility of providing onsite compensatory mitigation/replacement for important site-specific wetland functions:

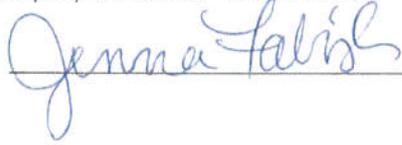
Please note that under the MN Wetland Conservation Act, projects with less than 10,000 square feet of wetland impact are allowed to commence prior to submission of this notification so long as the notification is submitted within 30 days of the impact. The Clean Water Act has no such provision and requires that permits be obtained prior to any regulated discharges into water of the United States. To avoid potential unauthorized activities, road authorities must, at a minimum, provide a complete application to the Corps and receive a permit prior to commencing work.

By signature below, the road authority attests that they have followed the process in MN Rules 8420.0544 and have determined that the wetland impacts identified in Part 4 are eligible for the MN Local Government Road Wetland Replacement Program.

Road Authority Representative: Jenna Fabish

Title: Dakota County

Signature: _____



Date: _____

5/11/16

Project Name and/or Number: Argenta Trail Realignment (CSAH 63/28) South Project (CP 63-25)

Technical Evaluation Panel Concurrence:

TEP member: BRIAN WATSON

Representing: DAKOTA SWCD

Concur with road authority's determination of qualification for the local road wetland replacement program? Yes No

Signature: Brian Watson

Date: 6/28/16

TEP member: Dennis Rodacker

Representing: BWSR

Concur with road authority's determination of qualification for the local road wetland replacement program? Yes No

Signature: [Signature]

Date: 7-12-16

TEP member: ALLAN HUNTING

Representing: INVER GROVE HEIGHTS

Concur with road authority's determination of qualification for the local road wetland replacement program? Yes No

Signature: [Signature]

Date: 7-12-16

TEP member:

Representing:

Concur with road authority's determination of qualification for the local road wetland replacement program? Yes No

Signature: _____

Date:

Upon approval and signature by the TEP, application must be sent to: Wetland Bank Administration
Minnesota Board of Water & Soil Resources
520 Lafayette Road North
Saint Paul, MN 55155



Transaction Form for Withdrawal of Wetland Credits from the Minnesota Wetland Bank

If the layout of this form looks incorrect, click on [View](#), [Edit Document](#), then save to your computer.

1. Credit User

To be completed by the person or entity proposing to use the wetland credits.

Name: Jenna Fabish, Project Manager

Organization (if applicable): Dakota County Transportation Department

Street Address: 14995 Galaxie Ave

City, State, Zip: Apple Valley, MN 55124

Phone: 651-891-7984 ***E-Mail Address:** Jenna.Fabish@CO.DAKOTA.MN.US

This space is for BWSR use only.

Debit Date:

2. Wetland Impact Information

To be completed for the project with wetland impacts that this withdrawal is intended to replace.

Project Name: Argenta Trail (CSAH 63/28) Realignment (CP 63-25)

Wetland Impact Size (acres): 0.09000

County of Impact: Dakota

Replacement Ratio: 2:1

Impact Major Watershed #: 38

Total Replacement Required (acres): 0.18000

Impact Bank Service Area: 8

****Sec. 7 Twp. 27N Rge. 22W**

**Projects with multiple impact locations should use the most central location in relation to the project as a whole.

Are Federally Authorized Credits needed for this project (Y or N)? N

If yes, you must provide Corps Permit Number: MVP-IGH-013

LGU File # (if applicable): SWCD #16-

Comments:

By signature below, the proposed user of credits attests that he/she owns or has purchased the credits identified in this application and has received approval from the applicable regulatory authority(ies).

Credit User Signature: _____ **Date:** _____

3. Regulatory Approval/Authorization

By signature below, the identified agency and authorized representative hereby certify that they have: a) verified that the subject wetland credits are deposited in the account of the owner/seller, b) approved a wetland replacement plan or similar agreement under their jurisdiction, and c) approve the proposed use of the wetland bank credits described herein.

WCA LGU/Agency: City of Inver Grove Heights

***E-mail address:** Brian.Watson@CO.DAKOTA.MN.US

LGU Representative: Brian Watson

Signature: _____

Date: _____

(for NRCS, USACE, etc. if applicable)

Agency Name/Location:

***E-mail address:**

Representative:

Signature: _____

Date: _____

*Confirmation will be e-mailed to user, seller, and regulatory representative when the transaction is complete. If you would like others notified, enter e-mail addresses here.



Transaction Form for Withdrawal of Wetland Credits from the Minnesota Wetland Bank

4. Withdrawal Information To be completed by seller of credits (account holder).

Bank Service Area: 8

Account Number: 149

County: Dakota

Credit Subgroup Letter	Federally Authorized Credits needed for Project (Y or N)	Plant Community Type	Cost per Credit (acre)	Number of Credits to be Withdrawn (acre) (acre=ft ² /43560)	Cost of Purchased Credits (cost per credit x number of credits)
	N		\$0.00	0.18000	\$0.00
					\$0.00
					\$0.00
					\$0.00
		TOTAL		0.1800	\$0.00

If TOTAL does not calculate, right click, Update Field

<p>Table www.bwsr.state.mn.us/wetlands/wetlandbanking/fee_and_sales_data/Wetland_Bank_Fee_Schedule.pdf</p>	<p>Enter County Fee from Table (county of seller's bank)</p> <p style="text-align: center;">2,512.00</p>	<p>6.5% of sale price</p>
<p>Transaction Fee (choose either amount)</p>	<p>Above TOTAL x County Fee</p> <p style="text-align: center;">\$ 452.16</p>	<p>\$ 0.00</p>

Attach check payable to Minnesota Board of Water and Soil Resources.

By signature below I seller and holder of the aforementioned account in the State of Minnesota Wetland Mitigation Bank certify that:

- 1) The credits described in this application have been sold to the credit user or will be used for my own project;
- 2) I have received payment in full from the buyer (if applicable);
- 3) The credits described in this application have not been sold or used in any way to mitigate wetland losses other than for the project and location identified in the wetland impact information block on the previous page;
- 4) The credits described in this application should be withdrawn from my account; and
- 5) I will not have a negative balance of credits after the subject credits are debited from my account

Seller Name (print): Dakota County

Seller Signature: _____

Date: _____

Seller e-mail*: Brian.Watson@CO.DAKOTA.MN.US

1. The account holder of the credits is responsible for submittal of this form, containing signatures, to the BWSR Wetland Bank Administrator so the affected account can be properly debited.
2. No impacts to any wetland or other water resource may commence until the credits have been debited and a copy of this form, with stamped debit date, has been received by the regulatory authority(ies), the account holder, and the credit user.
3. This form is not an application form. It is a transaction form to be used in association with an approved project that impacts wetlands and requires wetland replacement.

When this form is completed and all required signatures are obtained, send with the fee check(s) to:

**Wetland Bank Administration
Minnesota Board of Water and Soil Resources
520 Lafayette Road North
Saint Paul, MN 55155**

Disclaimer: any transaction in the wetland banking system is public information.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 22, 2016
 Item Type: Consent Agenda
 Contact:
 Prepared by: Josh Otis, Lieutenant
 (651) 450-2528
 Reviewed by: Sean Folmar, Interim Chief of
 Police

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget 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 approve the Contract for Services Agreement with ISD 199 to provide a School Resource Officer for 2016/2017 and 2017/2018 school years.

SUMMARY:

The City of Inver Grove Heights (“City”) and Independent School District No. 199 (“District”) wish to continue the need for the presence of police officers in District schools, to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within district schools. The current contract expired June 30, 2016. The contract will again be a two year contract to have a School Resource Officer assigned to District schools. The time period is coincident with the District’s 2016-2017 and 2017-2018 fiscal years.

Enclosed is a copy of a Resolution for your consideration, along with a signed copy of a contract for services that has been agreed to by the School District. You are being asked to pass the Resolution along with the agreement on the contract and signature by the Mayor.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING AGREEMENT BETWEEN
THE CITY OF INVER GROVE HEIGHTS AND INDEPENDENT SCHOOL DISTRICT
NO. 199 PROVIDING SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS FOR THE 2016-2017 AND
2017-2018 SCHOOL YEARS**

WHEREAS, the City of Inver Grove Heights (“City”) and Independent School District No. 199 (“District”) wish to continue the need for the presence of police officers in District schools, to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within District schools.

WHEREAS, District schools are located in the city limits of the City of Inver Grove Heights.

WHEREAS, the City and District desire to have a School Resource Officer assigned to the District schools for the 2016-2017 and 2017-2018 school years, as a liaison between the District and the City.

WHEREAS, District will reimburse the City for assignment of a School Resource Officer for the 2016-2017 and 2017-2018 school years.

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

1. The City Council hereby approves the attached Agreement for School Resource Officer Services between Independent School District No. 199 and the City of Inver Grove Heights for the 2016-2017 and 2017-2018 School Years.
2. The City Council hereby authorizes the Mayor to enter into the attached Agreement for School Resource Officer Services between Independent School District No. 199 and the City of Inver Grove Heights for the 2016-2017 and 2017-2018 School Years.

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

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR
INDEPENDENT SCHOOL DISTRICT NO. 199 SCHOOLS BETWEEN INDEPENDENT
SCHOOL DISTRICT NO. 199 AND THE CITY OF INVER GROVE HEIGHTS FOR
THE 2016-2017 AND 2017-2018 SCHOOL YEARS**

This Agreement (“Agreement”) is made and effective as of the 22nd day of August, 2016, by and between the **City of Inver Grove Heights**, a Minnesota municipal corporation (hereafter referred to as “City”), and **Independent School District No. 199**, a Minnesota public school corporation (hereafter referred to as “District”). Subject to the terms and conditions hereafter stated and based on the representations, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

SECTION 1
RECITALS

RECITAL NO. 1. The City and District wish to continue the need for the presence of police officers in District schools to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within District schools. These are the goals of the City and the District.

RECITAL NO. 2. By use of the School Resource Officer, the City and District seek to establish a cooperative approach among the District (its students, faculty, and employees), the City and community members to achieve these goals.

RECITAL NO. 3. The City and District desire to have a School Resource Officer assigned to District schools as a liaison between District and the City.

SECTION 2
AGREEMENT

2.1 OFFICER EMPLOYED BY CITY. City shall employ and temporarily assign, in accordance with applicable state statutes, a licensed peace officer to serve as School Resource Officer. The School Resource Officer shall serve at the various District schools identified in Section 2.9. The assignment of the School Resource Officer to a particular school shall be determined by the District after consultation with the City’s Police Chief.

The School Resource Officer shall be an employee of the City. The School Resource Officer shall not be considered an employee of District for any purpose, including but not limited to salaries, wages, other compensation or benefits, worker’s compensation, unemployment, PERA, Social Security, withholding, liability insurance, personnel records, termination of employment, individual contracts, or other contractual rights.

For use of the School Resource Officer, District will reimburse City as stated in paragraph 2.11 of this Agreement.

2.2 HOLD HARMLESS. Subject to the maximum liability limit provided by Minnesota Statute, Chapter 466, City shall indemnify, defend and hold District 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 District incurs or suffers, which relate to claims of third parties, arising out of, resulting from or relating to the activities of the School Resource Officer or employment of the School Resource Officer.

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

2.3 SELECTION AND ASSIGNMENT OF OFFICER. A selection committee, consisting of the District Superintendent, the Simley High School principal, the City Chief of Police or the Chief's designee, the City Administrator or the City Administrator's designee, and the City Human Resources Director or a City Human Resources Technician, will be established to interview and recommend the person to fill the position of School Resource Officer. The selection of such officer shall be the decision of the City Chief of Police and City Administrator, in consultation with the selection committee. Should the School Resource Officer resign, be reassigned, or be discharged, the selection committee shall interview and recommend a replacement. The continued assignment of such officer shall be at the discretion of the City Chief of Police and City Administrator, in consultation with the District Superintendent.

2.4 ADMINISTRATIVE RESPONSIBILITIES. The type, scope and manner of law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, personnel policies, discipline of the School Resource Officer, and other internal matters shall be under the authority of City. District may provide City with an appraisal of the services received. District shall immediately notify the City in writing of any purported deficient performance or purported inappropriate conduct by the School Resource Officer. If requested, City shall provide District with a statistical summary report once a year indicating services provided at the secondary level and the name of the officer(s) providing the service.

2.5 DUTIES OF OFFICER. The duties, responsibilities, and work schedule of the School Resource Officer shall be developed cooperatively between City and District. The assigned tasks, developed by the City and District, may include, but not be limited to, those tasks identified on the attached Exhibit A.

During the regular school year, the School Resource Officer's shift shall be determined by the City, but shall consist of an average of 40 hours per week, Monday through Friday, corresponding approximately to the regular school day of 7:00 a.m. to 3:00 p.m. The School Resource Officer shall meet and communicate with the Superintendent or the Superintendent's designee at mutually convenient times, and shall notify the secretary of the District school's principal when the officer will be absent.

The School Resource Officer shall not provide traffic control or traffic enforcement on District premises. Nothing in this Agreement shall be deemed to require the City to provide police officers at any District school for pedestrian or traffic enforcement, or special events, including but not limited to athletic events or other school activities. The parties agree that policing for special events shall be provided at previously-determined rates.

2.6 ABSENCES. During the school day, while serving as a School Resource Officer, the employee will be available for and may respond to emergency calls and other assistance required by the City, and may attend police training and special duties as assigned by City. The City is not responsible to provide a replacement during such absences and the amount owed by the District under paragraph 2.11 is not reduced because of the absences. The City will use reasonable efforts to schedule the officer's training and any assignments to special duties for days that are not regular school days.

From time to time, the School Resource Officer may be absent due to vacation, illness, personal leave days, holidays, and other authorized leaves under the City contract with the employee. The City is not responsible to provide a replacement during such absences unless the School Resource Officer is on a leave of absence under the Minnesota Family Medical Leave Act. The amount owed by the District under paragraph 2.11 is not reduced because of the absences. To the extent the collective bargaining agreement applicable to the officer allows, the City will use reasonable efforts to schedule vacation and authorized leaves (excluding absences for illness, personal leave days and holidays) for days that are not regular school days. If such absences described in this paragraph are for more than three (3) consecutive regular school days, the City, after consultation with the District, will in good faith endeavor to make-up the time lost above the three (3) day absence or the City, after consultation with the District, will in good faith endeavor to provide an alternate School Resource Officer for the time above the three (3) day absence.

2.7 OVERTIME. Overtime work by the School Resource Officer in excess of eight hours per day shall be paid by the City according to the officer's contract, providing such additional time, on a case by case basis, has been approved in advance by City and District. Approval shall be on a case by case basis and general or blanket approvals will not be accepted.

2.8 SCHOOL CALENDAR. School Resource Officer services will be provided during the regular school year, approximately nine months, from the first Tuesday after Labor Day (September 6, 2016 and September 5, 2017), until the end of the school year (approximately June 1). District shall provide City with a school calendar.

The City's Police Department shall have exclusive use of the employee assigned as the School Resource Officer from the end of the school year (approximately June 1) until the first day of the school year. The City shall pay all employee-related expenses for this summer period.

2.9 SERVICE LOCATIONS. The School Resource Officer may be assigned to the following District schools: Simley High School, Inver Grove Heights Middle School, Hilltop

Elementary School, Pine Bend Elementary School and Salem Hills Elementary School. The assignment of the School Resource Officer to a particular school shall be determined by the District after consultation with the City's Police Chief.

2.10 CLOTHING, EQUIPMENT, AND SUPPLIES. Without cost to District, City shall provide any required clothing, uniforms, training, vehicle, vehicle maintenance, vehicle fuel, weapons, necessary equipment and supplies for the School Resource Officer to perform the officer's law enforcement duties.

Without cost to City, District shall provide School Resource Officer with a reserved parking space, private secure lockable office, "land-line" telephone, computer, and secure internet access necessary for the School Resource Officer to perform required duties as specified in paragraph 2.5 of this Agreement.

2.11 COST. For and in consideration of the City providing School Resource Officer services in accordance with the terms of this Agreement, District shall pay City the following amounts:

- a. The sum of \$92,500.00 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2014, and ending May 1, 2015.
- b. The sum of \$97,200.00 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2015, and ending May 1, 2016.
- c. The sum of \$1,800.00 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2014, and continuing to May 1, 2015. This sum of \$1,800.00 is to offset cost to City of vehicle replacement as a result of use of police vehicles by School Resource Officer on District premises.
- d. The sum of \$1,800.00 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2015, and continuing to May 1, 2016. This sum of \$1,800.00 is to offset cost to City of vehicle replacement as a result of use of police vehicles by School Resource Officer on District premises.

2.12 PRIVACY OF PUPIL RECORDS. Pursuant to the District's Protection and Privacy of Pupil Records Policy (Policy) and consistent with the requirements of the Family Educational Rights and Privacy Act (Privacy Act) and the Minnesota Government Data Practices Act (Data Practices Act), the School Resource Officer for purposes of the Policy, the Privacy Act and the Data Practices Act shall be deemed to be a school official when performing the duties and responsibilities of the School Resource Officer. As such, the City certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the School Resource Officer must comply with the Privacy Act and the Data Practices Act.

SECTION 3
TERM OF AGREEMENT

3.1 TERM OF AGREEMENT. Unless terminated by either party in accordance with paragraph 3.2, the term of this Agreement shall be from August 22, 2016 to June 30, 2018. This time period is coincident with the District's 2016-2017 and 2017-2018 fiscal years.

3.2 TERMINATION. Either party may terminate this Agreement upon one year written advance notice of such termination. If the District terminates this Agreement upon less than one year advance notice, the District shall pay an amount equal to one-half of the fees that would otherwise be payable for the fiscal year (July 1 – June 30). With timely termination, all payments due hereunder shall be prorated in the event of such termination.

SECTION 4
MISCELLANEOUS

4.1 COMMUNICATION. Any notice, demand, or communication to the District shall be addressed to the Superintendent at:

Superintendent of Schools
Independent School District No. 199
2990 80th Street East
Inver Grove Heights, MN 55076-3232

Any notice, demand, or communication to the City shall be addressed to the City Administrator at:

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

4.2 SCOPE. It is agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

4.3 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the successors and assigns of the parties.

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

4.5 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.

IN WITNESS WHEREOF, District and City have executed this Agreement effective as of the day and year first stated above. This Agreement shall not become effective unless and until it is approved by the City Council and the School Board and is signed by the representatives listed below.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

INDEPENDENT SCHOOL DISTRICT #199

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

EXHIBIT A

LIST OF TASKS THAT MAY BE ASSIGNED

1. Provides security for students and staff.
2. Serve as a role model to build rapport with students and staff.
3. Facilitate communication and cooperation between district officials, County juvenile authorities and local police officials.
4. Assist district staff in understanding the Dakota County Juvenile Court system, local law enforcement parameters, and the judicial processes.
5. Act as an in-house law enforcement source for school staff and students in processing criminal matters that arise in district setting.
6. Work closely with school counselors, assist in the identification of pre-delinquent children, and attempt to eliminate delinquency-producing factors. Accept assignments and follow-up referrals requested by school staff members regarding delinquencies, as appropriate.
7. Attend school staff meetings as a resource person in developing and adopting procedures that will contribute to the prevention of juvenile delinquency.
8. Respond on or off duty to police incidents and/or emergencies as directed.
9. Act as part of a school/district-wide team effort, working with other assigned personnel, to provide role models and to prevent undesirable behavior patterns from developing in our community youth. Endeavor to build and maintain rapport between youth and the police by day-to-day contact as a resource person.
10. Be involved in school and out-of-school youth activities. Participate in community affairs as requested or assigned.
11. Facilitate education programs for students as a resource person. Be available for lectures to school and community groups as assigned or requested.
12. Assist and advise in security matters regarding school buildings and properties that are supervised by school staff members.
13. Under the direction of the school principal, provide follow-up with families, as appropriate.
14. Stay abreast of developments in the youth relations field and changes in related laws and ordinances.
15. Maintain continuity and communications with supervisor.
16. Take statements regarding criminal activities and complete police reports.
17. Other duties as assigned.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Revised Resolution Supporting City Funding Sources for \$2,000,000 State Bonding Grant

Meeting Date: August 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:
 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 attached revised resolution supporting City Funding Sources for \$1,258,375 which along with funding from other non-state sources will allow the City to match a \$2,000,000 Bonding Grant the City received during the 2014 Legislative Session.

SUMMARY

In the 2014 Legislative Session, the City of Inver Grove Heights was awarded a \$2,000,000 grant from the Bonding Bill which is being administered by the Metropolitan Council. Grant proceeds must be used at Swing Bridge Park, Heritage Village Park, or the Mississippi River Regional Trail. The grant allows for the City to utilize bond proceeds for the following projects:

- Land acquisition
- Roadway; public utility; storm water treatment improvements
- Park Improvements

The City Council approved the original resolution for this grant in February 2015. Since that time staff has been working with Dakota County and the Met Council to get all of the necessary documentation submitted. In doing so it was discovered that there was an error in calculating the City’s required match for the grant. In addition, since that time the City has purchased the Castaway Marina property. The attached documents have been updated to reflect these adjustments.

As a reminder, we are partnering with Dakota County who is matching \$700,000 of the grant. There is no risk in signing that grant agreement and the City Council will have the ability to decide whether or not it wants to move forward with any of the proposed improvements prior to any contracts being awarded.

REVISED RESOLUTION AND FUNDING TABLE

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

RESOLUTION NO. _____

(REVISED)

**RESOLUTION SUPPORTING CITY FUNDING FOR \$2,000,000
METROPOLITAN GRANT FOR
HERITAGE VILLAGE PARK – ROCK ISLAND SWING BRIDGE – MISSISSIPPI
RIVER REGIONAL TRAIL**

WHEREAS, the City of Inver Grove Heights has been working on park improvements in Heritage Village Park, the Rock Island Swing Bridge, and the Mississippi River Regional Trail with Dakota County that would bring new recreational and open space opportunities to the City; and

WHEREAS, the State of Minnesota passed legislation in the 2014 bonding bill that would provide a grant to the City of Inver Grove Heights in the amount up to \$2,000,000 and

WHEREAS, the State Grant is administered by the Metropolitan Council; and

WHEREAS, the proceeds of the State Grant must be matched 1:1 with non-state sources; and

WHEREAS, the proceeds of the State Grant can be used for land acquisition, public infrastructure, and park improvements; and

WHEREAS, the City of Inver Grove Heights has identified City funding sources as follows: Doffing Property Acquisition Fund \$126,750, Water Fund \$25,000, Sewer Fund \$75,000, Closed Bond Fund \$50,000, Park Acquisition Fund \$1,258,375

NOW, THEREFORE, BE IT RESOLVED the City of Inver Grove Heights adopts a resolution supporting application of the State Grant.

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

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

City of Inver Grove Heights - Heritage Village Park - Rock Island Swing Bridge - Mississippi River Regional Trail

Revenue	CDBG	MN DNR	SG04273	SG-2013	Federal	County	City
Federal - Community Development Block Grant	\$ 61,000						\$ 61,000
State - MN DNR Flood Mitigation		\$ 124,375					\$ 124,375
State - SG04273			\$ 2,000,000				\$ 2,000,000
State - SG-2013-049				\$ 372,618			\$ 372,618
County - Federal Grant Funds					\$ 400,000		\$ 400,000
County - Dakota County Funds						\$ 300,000	\$ 300,000
City - Doffing Ave Acquisition						\$ 126,750	\$ 126,750
City - Park Acquisition & Development Fund						\$ 981,625	\$ 981,625
City - Water Fund						\$ 25,000	\$ 25,000
City - Sewer Fund						\$ 75,000	\$ 75,000
City - Closed Bond Fund						\$ 50,000	\$ 50,000
Revenue Total	\$ 61,000	\$ 124,375	\$ 2,000,000	\$ 372,618	\$ 400,000	\$ 300,000	\$ 4,516,368

Expenses	CDBG	MN DNR	SG04273	SG-2013	Federal	County	City
Kramer Property Acquisition	\$ 61,000	\$ 124,375	\$ 41,625				\$ 227,000
Riverview Auto Property Acquisition			\$ 161,250				\$ 161,250
Hay Property Acquisition			\$ 68,250				\$ 68,250
Park Project - Electric			\$ 50,000				\$ 50,000
Park Project - Dog Park			\$ 32,500				\$ 32,500
Park Project - Parking			\$ 150,000				\$ 150,000
Park Project - Playground Equipment			\$ 175,000				\$ 175,000
Park Project - Picnic Shelter			\$ 456,375	\$ 212,618			\$ 456,375
Park Project - Historic Interpretation			\$ 125,000				\$ 125,000
Park Project - Consultants			\$ 40,000	\$ 160,000			\$ 40,000
Park Project - County Trailhead			\$ 500,000		\$ 400,000	\$ 100,000	\$ 1,000,000
Park Project - County Historic Interpretation - RISB			\$ 42,000			\$ 42,000	\$ 84,000
Park Project - County MRRT Connection HVP/RISB			\$ 158,000			\$ 158,000	\$ 316,000
Expenses Total	\$ 61,000	\$ 124,375	\$ 2,000,000	\$ 372,618	\$ 400,000	\$ 300,000	\$ 4,516,368

ORIGINAL RESOLUTION AND FUNDING TABLE

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

RESOLUTION NO. _____

**RESOLUTION SUPPORTING CITY FUNDING FOR \$2,000,000
METROPOLITAN GRANT FOR
HERITAGE VILLAGE PARK – ROCK ISLAND SWING BRIDGE – MISSISSIPPI
RIVER REGIONAL TRAIL**

WHEREAS, the City of Inver Grove Heights has been working on park improvements in Heritage Village Park, the Rock Island Swing Bridge, and the Mississippi River Regional Trail with Dakota County that would bring new recreational and open space opportunities to the City; and

WHEREAS, the State of Minnesota passed legislation in the 2014 bonding bill that would provide a grant to the City of Inver Grove Heights in the amount up to \$2,000,000 and

WHEREAS, the State Grant is administered by the Metropolitan Council; and

WHEREAS, the proceeds of the State Grant must be matched 1:1 with non-state sources; and

WHEREAS, the proceeds of the State Grant can be used for land acquisition, public infrastructure, and park improvements; and

WHEREAS, the City of Inver Grove Heights has identified City funding sources as follows: Doffing Property Acquisition Fund \$126,750, Water Fund \$25,000, Sewer Fund \$75,000, Closed Bond Fund \$50,000, Park Acquisition Fund \$901,250

NOW, THEREFORE, BE IT RESOLVED the City of Inver Grove Heights adopts a resolution supporting application of the State Grant.

Adopted by the City Council of Inver Grove Heights this 9th day of February 2015.

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 3 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

Meeting Date: August 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
 SB 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: 511 NWA Water Fund and 512 NWA Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 3 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge.

SUMMARY

The improvements were ordered as part of the 2015 Capital Improvement Program. The contract was awarded in the amount of \$6,402,333.35 to EJM Pipe Services on April 11, 2016.

Pay Voucher No. 3 is for work that occurred through the end of July and includes mobilization and preparatory work for the installation of the trunk sanitary sewer and water main.

I recommend approval of Pay Voucher No. 3, in the amount of \$ 829,142.71 for work on the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

TJK/me

Attachments: Pay Voucher No. 3

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

ESTIMATE NO: 3 (Three)
DATE: August 22, 2016
PERIOD ENDING: July 31, 2016
PROJECT NO: 2015-13 NWA Trunk Utility Improvements, Argenta District
2015-16 Trunk Utilities, Argenta Trail to Blackstone Ridge

TO: EJM Pipe Services
7807 Lake Drive
Lino Lakes, MN 55014

Original Contract Amount	\$6,402,333.35
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$6,402,333.35
Total Value of Work to Date (includes stored materials).....	\$1,702,794.84
Less Retained (5%)	\$85,139.74
Less Previous Payment	\$788,512.39
Total Approved for Payment this Voucher	\$829,142.71
Total Payments including this Voucher	\$1,617,655.10

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through July 31, 2016.

Signed by: _____ August 25, 2016
Thomas J. Kaldunski, City Engineer

Signed by: _____ Date
EJM Pipe Services

Signed by: _____ August 25, 2016
George Tourville, Mayor

Final Pay Estimate No.:

3

251 WA TRUNK UTILITY IMPROVEMENTS-ARGENTA DISTRICT
 2511 WA 70TH STREET LIFT STATION-ARGENTA DISTRICT
 CITY OF INVER GROVE HEIGHTS, MINNESOTA
 BMI PROJECT NO. T18.108658
 WORK COMPLETED THROUGH JULY 31, 2016

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
SCHEDULE 1								
1	2021.5 MOBILIZATION	\$250,000.00	0.5	LUMP SUM	\$125,000.00	0.35	LUMP SUM	\$87,500.00
2	2101.5 CLEARING	\$4,250.00	0.41	ACRE	\$1,742.50	0.41	TREE	\$1,742.50
3	2101.5 CLEARING	\$215.00	20	TREE	\$4,300.00	13	TREE	\$2,795.00
4	2101.51 GRUBBING	\$4,250.00	0.41	ACRE	\$1,742.50	0.41	ACRE	\$1,742.50
5	2101.51 GRUBBING	\$215.00	20	TREE	\$4,300.00	13	TREE	\$2,795.00
6	2103.5 CORN CRIB REMOVAL	\$1,575.00	1	LUMP SUM	\$1,575.00		LUMP SUM	\$0.00
7	2104.5 REMOVE METAL CULVERT	\$14.00	26	LIN FT	\$364.00		LIN FT	\$0.00
8	2105.2 COMMON BORROW (LV)	\$8.00	3500	CY	\$28,000.00		CY	\$0.00
9	2105.6 CONSTRUCT TEMPORARY ACCESS ROAD	\$5,000.00	1	EACH	\$5,000.00		EACH	\$5,000.00
10	2105.6 OBSTRUCTION REMOVAL	\$4,500.00	8	EACH	\$36,000.00	1	EACH	\$4,500.00
11	2118.5 AGGREGATE SURFACING CLASS 2	\$22.00	210	TON	\$4,620.00	54.07	TON	\$1,189.54
12	2123.61 STREET SWEEPER (WITH PICKUP BROOM)	\$168.00	5	HOUR	\$840.00		HOUR	\$336.00
13	2130.6 WATER USAGE ALLOWANCE	\$5,000.00	0.5	LUMP SUM	\$2,500.00		LUMP SUM	\$0.00
14	2451.61 GRANULAR BACKFILL	\$0.01	1500	TON	\$15.00		TON	\$0.00
15	2451.61 AGGREGATE FOUNDATION	\$0.01	690	TON	\$6.90		TON	\$0.00
16	2476.6 WASTE COLLECTION AND DISPOSAL ALLOWANCE	\$10,000.00	0.5	LS	\$5,000.00		LS	\$0.00
17	2501.51 15" RC PIPE CULVERT CLASS V	\$40.00	50	LIN FT	\$2,000.00		LIN FT	\$0.00
18	2501.52 15" RC PIPE APRON	\$887.00	2	EACH	\$1,774.00		EACH	\$0.00
19	2503.6 BORING PIT (SANITARY)	\$225,000.00	3	EACH	\$675,000.00		EACH	\$225,000.00
20	2503.6 BORING PIT (WATERMAIN)	\$3,500.00	2	EACH	\$7,000.00		EACH	\$7,000.00
21	2503.6 8" DIP CL 52 PIPE SEWER (SANITARY)	\$312.00	40	LIN FT	\$12,480.00	54	LIN FT	\$16,848.00
22	2503.6 8" DIP CL 52 PIPE SEWER (WATERMAIN)	\$47.00	40	LIN FT	\$1,880.00		LIN FT	\$0.00
23	2503.6 12" DIP CL 56 PIPE SEWER (SANITARY)	\$63.00	175	LIN FT	\$11,025.00		LIN FT	\$0.00
24	2503.6 12" DIP CL 52 PIPE SEWER (40'-50')	\$462.00	458	LIN FT	\$211,596.00	458	LIN FT	\$211,596.00
25	2503.6 12" DIP CL 52 PIPE SEWER (50'-60')	\$617.00	132	LIN FT	\$81,444.00	60	LIN FT	\$37,020.00
26	2503.6 12" DIP CL 52 PIPE SEWER (60'-70')	\$780.00	394	LIN FT	\$307,320.00		LIN FT	\$207,480.00
27	2503.6 12" PVC SDR 26 PIPE SEWER (THROUGH CASING)	\$12.00	1138	LIN FT	\$13,656.00		LIN FT	\$0.00
28	2503.6 CONNECT TO EXISTING SANITARY SEWER	\$11,340.00	1	EACH	\$11,340.00	1	EACH	\$11,340.00
29	2503.6 CASING PIPE (TRENCHLESS)(SANITARY)	\$650.00	1138	LIN FT	\$739,700.00		LIN FT	\$0.00
30	2503.6 CONSTRUCT 8" OUTSIDE DROP	\$180.00	72	LIN FT	\$12,960.00	40.17	LIN FT	\$7,230.60
31	2503.6 CONSTRUCT 8" OUTSIDE DROP SPECIAL	\$184.00	140	LIN FT	\$25,760.00		LIN FT	\$0.00
32	2504.6 IRRIGATION SERVICE	\$1,785.00	1	LUMP SUM	\$1,785.00		LUMP SUM	\$0.00
33	2504.6 CONNECT TO EXISTING WATER MAIN	\$630.00	1	EACH	\$630.00		EACH	\$630.00
34	2504.6 HYDRANT	\$3,759.00	5	EACH	\$18,795.00		EACH	\$0.00
35	2504.6 FROST FREE HYDRANT	\$1,050.00	1	EACH	\$1,050.00		EACH	\$0.00
36	2504.6 1" CORPORATION STOP	\$142.00	1	EACH	\$142.00		EACH	\$0.00
37	2504.6 6" GATE VALVE & BOX	\$1,234.00	5	EACH	\$6,170.00		EACH	\$0.00
38	2504.6 16" BUTTERFLY GATE VALVE	\$2,546.00	6	EACH	\$15,276.00		EACH	\$0.00
39	2504.6 1" CURB STOP & BOX	\$236.00	1	EACH	\$236.00		EACH	\$0.00
40	2504.6 1" TYPE K COPPER PIPE	\$20.00	40	LIN FT	\$800.00		LIN FT	\$0.00
41	2504.6 1" TYPE PE PIPE	\$17.00	330	LIN FT	\$5,610.00		LIN FT	\$0.00
42	2504.6 1" WATERMAIN DUCTILE IRON CL 52	\$35.00	70	LIN FT	\$2,450.00		LIN FT	\$0.00
43	2504.6 16" WATERMAIN DUCTILE IRON CL 52	\$67.00	2141	LIN FT	\$143,447.00		LIN FT	\$4,020.00
44	2504.6 16" DIP WATERMAIN (THROUGH CASING)	\$67.00	252	LIN FT	\$16,884.00		LIN FT	\$16,080.00
45	2504.6 CASING PIPE (TRENCHLESS)(WATERMAIN)	\$330.00	252	LIN FT	\$83,160.00	110	LIN FT	\$36,300.00
46	2504.6 BUTTERFLY VALVE MANHOLE	\$758.00	52	LIN FT	\$39,416.00		LIN FT	\$0.00
47	2504.6 4" POLYSTYRENE INSULATION	\$40.00	300	SY	\$12,000.00		SY	\$0.00
48	2504.61 DUCTILE IRON FITTINGS	\$2.10	6500	POUND	\$13,650.00		POUND	\$0.00
49	2506.5 48" DIAMETER SANITARY MANHOLE	\$139.00	130	LIN FT	\$18,070.00	58	LIN FT	\$8,062.00
50	2506.5 SANITARY MANHOLE SPECIAL	\$274.00	221	LIN FT	\$60,554.00		LIN FT	\$0.00
51	2506.52 CASTING ASSEMBLY (SANITARY)	\$503.00	6	EACH	\$3,018.00		EACH	\$1,006.00

Partial Pay Estimate No.:

3

25.1 IWA TRUNK UTILITY IMPROVEMENTS-ARGENTA DISTRICT
 2511. IWA 70TH STREET LIFT STATION-ARGENTA DISTRICT
 CITY OF INVER GROVE HEIGHTS, MINNESOTA
 BMI PROJECT NO. T18-108658
WORK COMPLETED THROUGH JULY 31, 2016

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE		
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	
52	2506.6 EXTERNAL CHIMNEY SEAL	\$257.00	6 EACH	\$1,542.00	EACH	\$0.00	0.00	EACH	\$0.00
53	2533.51 PORTABLE PRECAST CONC BARRIER DES 8337	\$17.00	325 LIN FT	\$5,525.00	LIN FT	\$0.00	60.00	LIN FT	\$1,020.00
54	2533.51 RELOCATE PORT PRECAST CONC BAR DES 8337	\$6.30	325 LIN FT	\$2,047.50	LIN FT	\$0.00	0.00	LIN FT	\$0.00
55	2550.6 MARKING POST	\$74.00	17 EACH	\$1,258.00	EACH	\$0.00	0.00	EACH	\$0.00
56	2557.6 CONSTRUCTION FENCE	\$4.20	1425 LIN FT	\$5,985.00	LIN FT	\$1,680.00	400.00	LIN FT	\$1,680.00
57	2563.6 TRAFFIC CONTROL	\$25,000.00	1 LUMP SUM	\$25,000.00	LUMP SUM	\$0.00	0.20	LUMP SUM	\$5,000.00
58	2573.5 SILT FENCE, TYPE MS	\$2.10	4300 LIN FT	\$9,030.00	LIN FT	\$5,504.10	2,621.00	LIN FT	\$5,504.10
59	2573.6 ROCK CONSTRUCTION ENTRANCE	\$1,050.00	4 EACH	\$4,200.00	EACH	\$2,100.00	2.00	EACH	\$2,100.00
60	2573.9 STORM WATER MANAGEMENT ALLOWANCE	\$10,000.00	0.5 LUMP SUM	\$5,000.00	LUMP SUM	\$0.00	0.00	LUMP SUM	\$0.00
61	2575.52 EROSION CONTROL BLANKET CATEGORY 3	\$2.10	250 SY	\$525.00	SY	\$0.00	0.00	SY	\$0.00
62	2575.54 HYDRAULIC BONDED FIBER MATRIX	\$4,305.00	2.75 ACRE	\$11,838.75	ACRE	\$0.00	0.00	ACRE	\$0.00
63	2575.57 RAPID STABILIZATION METHOD 3 (MIX 25-142)	\$3,256.00	3.5 ACRE	\$11,396.00	ACRE	\$0.00	0.00	ACRE	\$0.00
TOTAL SCHEDULE 1				\$2,862,431.15					\$1,024,681.04
SCHEDULE 2									
1	2021.5 MOBILIZATION	\$250,000.00	0.5 LUMP SUM	\$125,000.00	LUMP SUM	\$67,500.00	0.50	LUMP SUM	\$125,000.00
2	2101.5 CLEARING	\$3,255.00	2.07 ACRE	\$6,737.85	ACRE	\$6,737.85	2.07	ACRE	\$6,737.85
3	2101.51 GRUBBING	\$3,255.00	2.07 ACRE	\$6,737.85	ACRE	\$6,737.85	2.07	ACRE	\$6,737.85
4	2105.6 OBSTRUCTION REMOVAL	\$4,500.00	14 EACH	\$63,000.00	EACH	\$0.00	0.00	EACH	\$0.00
5	2118.5 AGGREGATE SURFACING CLASS 2	\$22.00	100 TON	\$2,200.00	TON	\$0.00	0.00	TON	\$0.00
6	2130.6 WATER USAGE ALLOWANCE	\$5,000.00	0.5 LUMP SUM	\$2,500.00	LUMP SUM	\$0.00	0.00	LUMP SUM	\$0.00
7	2451.61 GRANULAR BACKFILL	\$0.01	500 TON	\$5.00	ACRE	\$0.00	0.00	ACRE	\$0.00
8	2476.6 WASTE COLLECTION AND DISPOSAL ALLOWANCE	\$10,000.00	0.5 LS	\$5,000.00	ACRE	\$0.00	0.00	ACRE	\$0.00
9	2503.6 BORING PIT (SANITARY)	\$215,000.00	7 EACH	\$1,505,000.00	EACH	\$279,500.00	2.30	EACH	\$494,500.00
10	2503.6 8" DIP CL 52 PIPE SEWER (SANITARY)	\$70.00	20 LIN FT	\$1,400.00	TON	\$0.00	0.00	TON	\$0.00
11	2503.6 12" DIP CL 56 PIPE SEWER (SANITARY)	\$59.00	300 LIN FT	\$17,700.00	LUMP SUM	\$0.00	0.00	LUMP SUM	\$0.00
12	2503.6 10" PVC SDR 26 PIPE SEWER (THROUGH CASING)	\$15.00	1027 LIN FT	\$15,405.00	TON	\$0.00	0.00	TON	\$0.00
13	2503.6 12" PVC SDR 26 PIPE SEWER (THROUGH CASING)	\$21.00	1438 LIN FT	\$30,198.00	LS	\$0.00	0.00	LS	\$0.00
14	2503.6 CASING PIPE (TRENCHLESS)(SANITARY)	\$650.00	2465 LIN FT	\$1,602,250.00	EACH	\$0.00	56.00	EACH	\$36,400.00
15	2503.6 CONSTRUCT 8" OUTSIDE DROP	\$202.00	28 LIN FT	\$5,656.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
16	2503.6 CONSTRUCT 8" OUTSIDE DROP SPECIAL	\$177.00	60 LIN FT	\$10,620.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
17	2506.5 SANITARY MANHOLE SPECIAL	\$314.00	282 LIN FT	\$88,548.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
18	2506.52 CASTING ASSEMBLY (SANITARY)	\$503.00	6 EACH	\$3,018.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
19	2506.6 EXTERNAL CHIMNEY SEAL	\$152.00	6 EACH	\$912.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
20	2550.6 MARKING POST	\$74.00	6 EACH	\$444.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
21	2557.6 CONSTRUCTION FENCE	\$4.20	100 LIN FT	\$420.00	LIN FT	\$420.00	100.00	LIN FT	\$420.00
22	2573.5 SILT FENCE, TYPE MS	\$2.10	7975 LIN FT	\$16,747.50	LIN FT	\$5,672.10	3,961.00	LIN FT	\$8,318.10
23	2573.6 ROCK CONSTRUCTION ENTRANCE	\$1,050.00	2 EACH	\$2,100.00	EACH	\$0.00	0.00	EACH	\$0.00
24	2573.9 STORM WATER MANAGEMENT ALLOWANCE	\$10,000.00	0.5 LUMP SUM	\$5,000.00	EACH	\$0.00	0.00	EACH	\$0.00
25	2575.52 EROSION CONTROL BLANKET CATEGORY 3	\$2.10	250 SY	\$525.00	EACH	\$0.00	0.00	EACH	\$0.00
26	2575.57 RAPID STABILIZATION METHOD 3 (MIX 25-142)	\$3,254.00	7 ACRE	\$22,778.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
TOTAL SCHEDULE 2				\$3,539,902.20					\$678,113.80
TOTAL AMOUNT:				\$6,402,333.35		\$826,513.04			\$1,702,794.84

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-09A – Crackseal

Meeting Date: August 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

STB SSK

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 (440)

PURPOSE/ACTION REQUESTED

Consider Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-09A – Crackseal.

SUMMARY

The improvements were ordered as part of the 2016 Pavement Management Program. The contract was awarded in the amount of \$133,028.30 to Astech Corp. on April 25, 2016 for City Project No. 2016-09A – Crackseal.

The contractor has completed the work through July 31, 2016 in accordance with the contract plans and specifications.

I recommend approval of Final Pay Voucher No. 1 in the amount of \$133,028.30, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-09A – Crackseal.

TJK/nwh
 Attachments: Final Pay Voucher No. 1
 Engineer's Final Report
 Resolution Accepting Work

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: One (1) FINAL
DATE: August 22, 2016
PERIOD ENDING: July 31, 2016
CONTRACT: 2016 Pavement Management Program
PROJECT NO: 2016-09A Crackseal

TO: Astech Corp.
P.O. Box 1025
St. Cloud, MN 56302

Original Contract Amount \$133,028.30
Total Addition \$0.00
Total Deduction \$0.00
Total Contract Amount \$133,028.30
Total Value of Work to Date \$133,028.30
Less Retained (0%) \$0.00
Less Previous Payment \$0.00
Total Approved for Payment this Voucher \$133,028.30
Total Payments including this Voucher \$133,028.30

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through July 31, 2016.

Signed by: Thomas J. Kaldunski, City Engineer August 22, 2016

Signed by: Mary Z Popp, Vice President Astech Corp. 8/10/16 Date

Signed by: George Tourville, Mayor August 22, 2016

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2016-09A
CRACKSEAL

August 22, 2016

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Astech Corp.. The work consisted of crack sealing.

The contractor has completed the project in accordance with the contract.

It is recommended, herewith, that final payment be made for said improvements to the contractor in the amount as follows:

ORIGINAL CONTRACT PRICE	\$133,028.30
CHANGE ORDERS	\$0.00
FINAL CONTRACT AMOUNT	\$133,028.30
FINAL VALUE OF WORK	\$133,028.30
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$133,028.30

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF ASTECH CORP. AND AUTHORIZING FINAL PAYMENT IN
THE AMOUNT OF \$133,028.30

2016 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2016-09A – CRACKSEAL

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated April 25, 2016, Astech Corp. satisfactorily completed improvements and appurtenances for the 2016 Pavement Management Program, City Project No. 2016-09A – Crackseal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**PAYMENT #1 FINAL
2016 PAVEMENT MANAGEMENT PROGRAM
CRACKSEAL PROJECT
City Project # 2016-09A**

Item No.	Schedule 1 (Area 1)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	116.4	116.4	\$ 159.00	\$ 18,507.60	\$ 18,507.60
2	Street Sweeping	HR	30.0	30.0	\$ 90.00	\$ 2,700.00	\$ 2,700.00
3	Traffic Control	LS	1.0	1.0	\$ 950.00	\$ 950.00	\$ 950.00
Schedule 1 (Area 1) Total:						\$ 22,157.60	\$ 22,157.60

Item No.	Schedule 2 (Area 2)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	115.9	115.9	\$ 159.00	\$ 18,428.10	\$ 18,428.10
3	Street Sweeping	HR	25.0	25.0	\$ 90.00	\$ 2,250.00	\$ 2,250.00
4	Traffic Control	LS	1.0	1.0	\$ 950.00	\$ 950.00	\$ 950.00
Schedule 2 (Area 2) Total:						\$ 21,628.10	\$ 21,628.10

Item No.	Schedule 3 (Area 3)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	36.7	36.7	\$ 159.00	\$ 5,835.30	\$ 5,835.30
2	Street Sweeping	HR	10.0	10.0	\$ 90.00	\$ 900.00	\$ 900.00
3	Traffic Control	LS	1.0	1.0	\$ 500.00	\$ 500.00	\$ 500.00
Schedule 3 (Area 3) Total:						\$ 7,235.30	\$ 7,235.30

Item No.	Schedule 4 (Area 4)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	39.4	39.4	\$ 159.00	\$ 6,264.60	\$ 6,264.60
3	Street Sweeping	HR	20.0	20.0	\$ 90.00	\$ 1,800.00	\$ 1,800.00
4	Traffic Control	LS	1.0	1.0	\$ 310.00	\$ 310.00	\$ 310.00
Schedule 4 (Area 4) Total:						\$ 8,374.60	\$ 8,374.60

Base Bid (Schedules 1-4) Total: \$ 59,395.60 \$ 59,395.60

Item No.	Alternate A	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	256.4	256.4	\$ 159.00	\$ 40,767.60	\$ 40,767.60
2	Street Sweeping	HR	55.0	55.0	\$ 90.00	\$ 4,950.00	\$ 4,950.00
3	Traffic Control	LS	1.0	1.0	\$ 2,030.00	\$ 2,030.00	\$ 2,030.00
Alternate A Total:						\$ 47,747.60	\$ 47,747.60

Item No.	Alternate B	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	138.9	138.9	\$ 159.00	\$ 22,085.10	\$ 22,085.10
3	Street Sweeping	HR	30.0	30.0	\$ 90.00	\$ 2,700.00	\$ 2,700.00
4	Traffic Control	LS	1.0	1.0	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
Alternate B Total:						\$ 25,885.10	\$ 25,885.10

Subtotal (Alternates A and B): \$ 73,632.70 \$ 73,632.70

Total Base Bid + Alternates A and B: \$ 133,028.30 \$ 133,028.30

Original Contract Amount: \$ 133,028.30

Current Contract Amount: \$ 133,028.30

Contract Work Completed to Date:		\$ 133,028.30
Retainage (0%):		\$ -
Previous Payments:		\$ -
Amount Due This Final Payment #1:		\$ 133,028.30

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 2 and Change Order No. 3 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)

Meeting Date: August 22, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

DK
SD *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, Water Fund, Sewer Fund, Agreements, 511 Water Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 2 and Change Order No. 3 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

SUMMARY

The improvements were ordered as part of the 2016 Pavement Management Program. The contract was awarded in the amount of \$2,027,467.80 to Park Construction Company, on May 9, 2016 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail). Change Order No. 1 reduced certain bid quantities on the project for a revised total contract of \$1,909,480.20.

Change Order No. 3, in the amount of \$22,630.88, covers costs to install a 2” corporation valve at the west end of the water main for flushing and testing for City Project No. 2015-12, costs to dispose of contaminated soil from the sanitary sewer excavation in Asher Court for City Project No. 2016-10, and costs for removing an unknown water main stub during construction for City Project No. 2016-10. The items will be funded through the Water Utility Fund. (See attached Change Order No. 3 for full explanation).

I recommend approval of Change Order No. 3 in the amount of \$22,630.88, (for a revised contract amount of \$1,932,111.08), and Pay Voucher No. 2 in the amount of \$652,335.92 for work on City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

SWD/nh

Attachments: Pay Voucher No. 2
 Change Order No. 3

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

ESTIMATE NO: 2 (Two)
DATE: August 22, 2016
PERIOD ENDING: July 31, 2016
CONTRACT: 2016 Pavement Management Program
PROJECT NO: 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12
(Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail
to Babcock Trail)

TO: Park Construction Company
1481 81st Ave NE
Minneapolis, MN 55432

Original Contract Amount	\$2,027,467.80
Total Addition (Change Order No. 3)	\$22,630.88
Total Deduction (Change Order No. 1)	(\$117,987.60)
Change Order No. 2 for Phasing Only	\$0.00
Total Contract Amount.....	\$1,932,111.08
Total Value of Work to Date.....	\$1,119,372.02
Less Retained (5%)	\$55,968.60
Less Previous Payment.....	\$411,067.50
Total Approved for Payment this Voucher.....	\$652,335.92
Total Payments including this Voucher	\$1,063,403.42

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through July 31, 2016.

Signed by: _____ August 22, 2016
Thomas J. Kaldunski, City Engineer

Signed by: _____
Park Construction Company. Date

Signed by: _____ August 22, 2016
George Tourville, Mayor

CHANGE ORDER NO. 3

**2016 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2016-09D – 60TH STREET AREA RECONSTRUCTION, CITY PROJECT NO. 2016-10 – 60TH
STREET AREA UTILITY IMPROVEMENTS, AND CITY PROJECT NO. 2015-12 (PHASE 1) – NWA TRUNK
WATERMAIN IMPROVEMENTS, 65TH STREET LOOP (ARGENTA TRAIL TO BABCOCK TRAIL)**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 12, 2016
Contractor: Park Construction Company 1481 81 st Ave. NE Minneapolis, MN 55432	Engineer: Kimley-Horn and Associates

2" Corporation Valve

This work was needed to provide a valve at the west end of the dead-end water main across Harmon Park to allow for flushing and testing. This work was done for an additional price of \$2,170.00.

Contaminated Soil Disposal

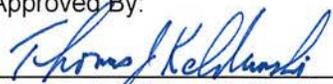
This work was needed to properly contain and dispose of contaminated soil found during sanitary sewer installation in the Asher Court cul-de-sac. The material was excavated, contained, tested, hauled to a landfill, and replaced with an equal amount of clean sand. This work was done for an additional price of \$9,160.95.

Water Main Repairs Needed Due to an Unknown Stub being Broken During Construction

This work was needed to remove an unknown water main stub at the intersection of 60th Street and Asher Avenue during construction. The stub, associated cross, and three gate valves were removed. The gate valves were replaced and the cross was replaced with a tee. This work was done for an additional price of \$11,299.93.

Total Cost of Change Order No. 2 = \$22,630.88.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,027,467.80	Original Contract Time: Substantial Completion – September 10, 2016
Previous Change Orders (\$117,987.60)	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order \$1,909,480.20	Contract Time Prior to this Change Order None
Net Increase (Decrease) of this Change Order \$22,630.88	Net Increase (Decrease) of Change Order None
Contract Price with all Approved Change Orders \$1,932,111.08	Contract Time with Approved Change None
Recommended By: Nick Hahn, Senior Engineering Technician	Approved By: Park Construction Company.

Approved By:

Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:
August 22, 2016

PAYMENT DETAIL LIST

7/19/20016
NH/SWD

Contract: CP 2016-09D, CP 2016-10, and CP 2015-12
 Owner: City of Inver Grove Heights
 Projects: 60th Street Area Reconstruction
 60th Street Area Utility Improvements
 (Phase 1) NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail)
 160509026

KHA Job No:

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
2	2031.501	FIELD OFFICE	LUMP SUM	1.00	1.00	\$ 8,800.00	\$ 8,800.00	\$ -
3	2101.501	CLEARING	ACRE	0.35	0.35	\$ 11,700.00	\$ 4,095.00	\$ 4,095.00
4	2101.502	CLEARING	TREE	15.00	11.00	\$ 264.00	\$ 3,960.00	\$ 2,904.00
5	2101.506	GRUBBING	ACRE	0.35	0.35	\$ 11,700.00	\$ 4,095.00	\$ 4,095.00
6	2101.507	GRUBBING	TREE	15.00	11.00	\$ 176.00	\$ 2,640.00	\$ 1,936.00
7	2104.501	REMOVE WIRE FENCE	LIN FT	53.00	53.00	\$ 16.50	\$ 874.50	\$ 874.50
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	8700.00	4105.00	\$ 3.15	\$ 27,405.00	\$ 12,930.75
9	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	1005.00	445.00	\$ 7.85	\$ 7,889.25	\$ 3,493.25
10	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1510.00	664.00	\$ 7.00	\$ 10,570.00	\$ 4,648.00
11	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	14200.00	13295.00	\$ 2.75	\$ 39,050.00	\$ 36,561.25
12	2104.523	SALVAGE SIGN TYPE C	EACH	7.00	7.00	\$ 46.40	\$ 324.80	\$ 324.80
13	2105.501	COMMON EXCAVATION (P)	CU YD	15879.00	9846.00	\$ 13.40	\$ 212,778.60	\$ 131,936.40
14	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	1000.00	1000.00	\$ 17.20	\$ 17,200.00	\$ -
15	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	12500.00	7500.00	\$ 22.70	\$ 283,750.00	\$ 170,250.00
16	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	19000.00	11090.00	\$ 1.50	\$ 28,500.00	\$ 16,635.00
17	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	75.00	75.00	\$ 129.00	\$ 9,675.00	\$ -
18	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1.00	1.00	\$ 3,500.00	\$ 3,500.00	\$ -
19	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	4680.00	5257.20	\$ 14.60	\$ 66,868.00	\$ 76,755.12
20	2211.501	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED LIMESTONE)	TON	760.00	760.00	\$ 20.90	\$ 15,884.00	\$ -
21	2211.609	STABILIZING AGGREGATE	TON	100.00	100.00	\$ 43.30	\$ 4,330.00	\$ -
22	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	175.00	175.00	\$ 4.35	\$ 761.25	\$ -
23	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	1600.00	1600.00	\$ 63.70	\$ 101,920.00	\$ -
24	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	1600.00	511.47	\$ 58.60	\$ 93,760.00	\$ 29,972.14
25	2360.604	TYPE SP 9.5 WEARING COURSE MIX (2,E) (DRIVEWAY MIX)	TON	350.00	45.89	\$ 162.00	\$ 56,700.00	\$ 7,434.18
26	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00	100.00	\$ 16.30	\$ 1,630.00	\$ -
27	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00	3.00	\$ 735.00	\$ 3,675.00	\$ 2,205.00
28	2502.501	4" PRECAST CONCRETE HEADWALL	EACH	1.00	1.00	\$ 276.00	\$ 276.00	\$ 276.00
29	2502.541	4" PERF PVC PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LIN FT	7000.00	5030.00	\$ 7.70	\$ 53,900.00	\$ 38,731.00
30	2504.601	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP SUM	1.00	1.00	\$ 15,000.00	\$ 15,000.00	\$ -
31	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	7000.00	1616.00	\$ 12.60	\$ 88,200.00	\$ 20,361.60
32	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	1005.00	297.00	\$ 46.40	\$ 46,632.00	\$ 13,780.80
33	2531.601	DECORATIVE DRIVEWAY ALLOWANCE	LUMP SUM	1.00	1.00	\$ 10,000.00	\$ 10,000.00	\$ -
34	2531.602	PEDESTRIAN CURB RAMP	EACH	1.00	1.00	\$ 1,240.00	\$ 1,240.00	\$ -
35	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	200.00	217.00	\$ 18.60	\$ 3,720.00	\$ -
36	2531.603	CONCRETE RIBBON CURB	LIN FT	160.00	160.00	\$ 16.50	\$ 2,640.00	\$ 3,580.50
37	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1.00	1.00	\$ 15,000.00	\$ 15,000.00	\$ -
38	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1.00	1.00	\$ 6,010.00	\$ 6,010.00	\$ -
39	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1.00	1.00	\$ 15,000.00	\$ 15,000.00	\$ -

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
40	2564.531	SIGN PANELS TYPE C	SO FT	66.00		\$ 87.70	\$ 5,788.20	\$ -
41	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	2.00		\$ 155.00	\$ 310.00	\$ -
42	2572.505	TREE PRUNING	HOURL	5.00		\$ 235.00	\$ 1,175.00	\$ -
43	2573.502	SILT FENCE, TYPE MS	LIN FT	900.00	454.00	\$ 2.10	\$ 1,890.00	\$ 953.40
44	2573.530	STORM DRAIN INLET PROTECTION	EACH	31.00	25.00	\$ 168.00	\$ 5,208.00	\$ 4,200.00
45	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	750.00	660.00	\$ 3.15	\$ 2,362.50	\$ 2,079.00
46	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00		\$ 1,960.00	\$ 1,960.00	\$ -
47	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	0.50	\$ 2,630.00	\$ 2,630.00	\$ 1,315.00
48	2573.601	DEWATERING (EXCAVATION)	LUMP SUM	1.00	0.50	\$ 9,120.00	\$ 9,120.00	\$ 4,560.00
49	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00		\$ 10,000.00	\$ 10,000.00	\$ -
50	2574.525	BOULEVARD TOPSOIL BORROW	CU YD	1500.00		\$ 31.60	\$ 47,400.00	\$ -
51	2575.511	MULCH MATERIAL TYPE 1	TON	4.50		\$ 342.00	\$ 1,539.00	\$ -
52	2575.601	RESTORATION OF STAGING AREAS	LUMP SUM	1.00		\$ 990.00	\$ 990.00	\$ -
53	2575.605	RAPID STABILIZATION METHOD TYPE 2 MOD	ACRE	0.25		\$ 842.00	\$ 210.50	\$ -
54	2575.605	SEED MIXTURE 25-151	ACRE	1.90		\$ 316.00	\$ 600.40	\$ -
55	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	6850.00		\$ 1.60	\$ 10,960.00	\$ -
56	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	7160.00		\$ 0.57	\$ 4,081.20	\$ -
57	2557.603	TEMPORARY ORANGE CONSTRUCTION FENCE	LIN FT	300.00	123.00	\$ 7.10	\$ 2,130.00	\$ 873.30

Schedule A Subtotal: \$ 1,476,608.20 \$ 697,760.99

B
Schedule: CP 2016-09D Storm Sewer Improvements
Description:

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	425.00	306.00	\$ 16.20	\$ 6,885.00	\$ 4,957.20
2	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	6.00	6.00	\$ 352.00	\$ 2,112.00	\$ 2,112.00
3	2105.501	COMMON EXCAVATION (P)	CU YD	987.00	700.00	\$ 30.70	\$ 30,300.90	\$ 21,490.00
4	2501.602	15" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 844.00	\$ 844.00	\$ 844.00
5	2501.602	24" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00
6	2501.602	36" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 2,020.00	\$ 2,020.00	\$ 2,020.00
7	2503.542	15" RC PIPE SEWER DES 3006 CL V	LIN FT	779.00	525.00	\$ 36.50	\$ 28,433.50	\$ 19,162.50
8	2503.542	18" RC PIPE SEWER DES 3006 CL V	LIN FT	166.00	166.00	\$ 38.50	\$ 6,391.00	\$ 6,391.00
9	2503.542	24" RC PIPE SEWER DES 3006 CL III	LIN FT	314.00	314.00	\$ 42.00	\$ 13,188.00	\$ 13,188.00
10	2503.542	24" RC PIPE SEWER DES 3006 CL IV	LIN FT	90.00	90.00	\$ 46.50	\$ 4,185.00	\$ 4,185.00
11	2503.542	36" RC PIPE SEWER DES 3006 CL IV	LIN FT	83.00	83.00	\$ 76.70	\$ 6,366.10	\$ 6,366.10
12	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4.00	4.00	\$ 882.00	\$ 3,528.00	\$ 3,528.00
13	2503.602	BULKHEAD EXISTING STORM SEWER	EACH	3.00	6.00	\$ 309.00	\$ 927.00	\$ 1,854.00
14	2506.502	CONST DRAINAGE STRUCTURE DES 2' X 3' CB	EACH	6.00	5.00	\$ 1,710.00	\$ 10,260.00	\$ 8,550.00
15	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	15.00	12.00	\$ 2,570.00	\$ 38,550.00	\$ 30,840.00
16	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	4.00	4.00	\$ 3,870.00	\$ 15,480.00	\$ 15,480.00
17	2506.602	OUTLET CONTROL STRUCTURE	EACH	1.00	1.00	\$ 4,140.00	\$ 4,140.00	\$ 4,140.00
18	2511.501	RANDOM RIPRAP CLASS IV	CU YD	39.00	14.00	\$ 90.60	\$ 3,533.40	\$ 1,268.40
19	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	104.00	37.00	\$ 2.10	\$ 218.40	\$ 77.70
20	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	116.00		\$ 213.00	\$ 24,708.00	\$ -
21	2575.605	SEED MIXTURE 33-261	ACRE	0.10		\$ 426.00	\$ 42.60	\$ -
22	2575.605	SEED MIXTURE 34-181	ACRE	0.10		\$ 445.00	\$ 44.50	\$ -
23	2575.605	SEED MIXTURE 36-211	ACRE	0.15		\$ 480.00	\$ 72.00	\$ -

Schedule B Subtotal: \$ 203,529.40 \$ 147,753.90

Schedule: C

Description: CP 2016-09D Rain Garden Improvements

Item No.	Mm/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2411.602	LIMESTONE SPLASH BLOCK	EACH	3.00		\$ 158.00	\$ 474.00	\$ -
2	2502.541	4" PERF PVC PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LIN FT	90.00		\$ 4.20	\$ 378.00	\$ -
3	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT	EACH	6.00		\$ 22.10	\$ 132.60	\$ -
4	2504.602	4" KNIFE VALVE & BOX	EACH	3.00		\$ 82.10	\$ 246.30	\$ -
5	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	3.00		\$ 3,230.00	\$ 9,690.00	\$ -
6	2540.603	LANDSCAPE EDGER - PLASTIC	LIN FT	120.00		\$ 9.50	\$ 1,140.00	\$ -
7	2571.618	RAIN GARDEN PREPARATION, SAND AND BEDDING	SQ FT	600.00		\$ 10.50	\$ 6,300.00	\$ -
8	2571.618	RAIN GARDEN RETAINING WALL, BOULDER	SQ FT	50.00		\$ 31.60	\$ 1,580.00	\$ -
Schedule C Subtotal:							\$ 19,940.90	\$ -

Schedule: D

Description: CP 2016-10 Watermain Improvements

Item No.	Mm/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2103.507	DISCONNECT WATER SERVICE	EACH	8.00		\$ 294.00	\$ 2,352.00	\$ -
2	2104.501	REMOVE WATER MAIN	LIN FT	30.00	47.00	\$ 29.40	\$ 882.00	\$ 1,381.80
3	2104.501	REMOVE WATER SERVICE	EACH	8.00	3.00	\$ 588.00	\$ 4,704.00	\$ 1,764.00
4	2104.523	SALVAGE HYDRANT AND VALVE	EACH	8.00	9.00	\$ 294.00	\$ 2,352.00	\$ 2,646.00
5	2211.609	CRUSHED ROCK PIPE BEDDING	TON	25.00		\$ 26.40	\$ 660.00	\$ -
6	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	4.00	6.00	\$ 1,050.00	\$ 4,200.00	\$ 6,300.00
7	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	4.00	4.00	\$ 1,590.00	\$ 6,360.00	\$ 6,360.00
8	2504.602	WATERMAIN OFFSET	EACH	1.00	1.00	\$ 2,840.00	\$ 2,840.00	\$ 2,840.00
9	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	5.00		\$ 834.00	\$ 4,170.00	\$ -
10	2504.602	CURB STOP AND BOX	EACH	8.00	3.00	\$ 453.00	\$ 3,624.00	\$ 1,359.00
11	2504.602	HYDRANT AND GATE VALVE	EACH	9.00	9.00	\$ 5,360.00	\$ 48,240.00	\$ 48,240.00
12	2504.602	RECONNECT WATER SERVICE	EACH	8.00		\$ 335.00	\$ 2,680.00	\$ -
13	2504.602	ADJUST GATE VALVE	EACH	4.00	4.00	\$ 281.00	\$ 1,124.00	\$ 1,124.00
14	2504.602	1" CORPORATION STOP	EACH	8.00	3.00	\$ 394.00	\$ 3,152.00	\$ 1,182.00
15	2504.602	CUT IN 6" GATE VALVE	EACH	3.00	3.00	\$ 2,490.00	\$ 7,470.00	\$ 7,470.00
16	2504.602	ADJUST CURB STOP	EACH	34.00	2.00	\$ 245.00	\$ 8,330.00	\$ 490.00
17	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	30.00	47.00	\$ 77.80	\$ 2,334.00	\$ 3,656.60
18	2504.603	1" TYPE K COPPER PIPE	LIN FT	350.00	142.00	\$ 27.70	\$ 9,695.00	\$ 3,933.40
19	2504.604	4" POLYSTYRENE INSULATION	SQ YD	50.00	8.00	\$ 39.80	\$ 1,990.00	\$ 318.40
20	2504.608	DUCTILE IRON FITTINGS	POUND	1000.00	600.00	\$ 3.95	\$ 3,950.00	\$ 2,370.00
Schedule D Subtotal:							\$ 121,109.00	\$ 91,435.20

E

Schedule: CP 2016-10 Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	84.00	84.00	\$ 14.70	\$ 1,234.80	\$ 1,234.80
2	2104.501	REMOVE SEWER SERVICE	EACH	1.00		\$ 883.00	\$ 883.00	\$ -
3	2104.602	SALVAGE CASTING AND RINGS (SANITARY)	EACH	13.00	13.00	\$ 141.00	\$ 1,833.00	\$ 1,833.00
4	2211.609	CRUSHED ROCK PIPE BEDDING	TON	25.00		\$ 48.50	\$ 1,212.50	\$ -
5	2503.511	8" DUCTILE IRON PIPE SEWER CL 52	LIN FT	84.00	84.00	\$ 70.20	\$ 5,896.80	\$ 5,896.80
6	2503.511	8" PVC PIPE SEWER SDR 35	LIN FT	50.00	50.00	\$ 40.50	\$ 2,025.00	\$ 2,025.00
7	2503.602	CONNECT TO EXISTING MANHOLE	EACH	4.00	5.00	\$ 882.00	\$ 3,528.00	\$ 4,410.00
8	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	15.00		\$ 261.00	\$ 3,915.00	\$ -
9	2503.602	INSTALL NEW RINGS AND CASTING	EACH	4.00		\$ 567.00	\$ 2,268.00	\$ -
10	2503.602	LOCATE SANITARY SEWER SERVICE	EACH	6.00	2.00	\$ 588.00	\$ 3,528.00	\$ 1,176.00
11	2503.602	RECONSTRUCT SANITARY MANHOLE	EACH	9.00	7.00	\$ 597.00	\$ 5,373.00	\$ 4,179.00
12	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	6.00	3.00	\$ 1,760.00	\$ 10,560.00	\$ 5,280.00
13	2503.602	SANITARY SEWER UMBRELLAS	EACH	15.00	15.00	\$ 379.00	\$ 5,685.00	\$ 5,685.00
14	2506.602	SANITARY SEWER MANHOLE 48"	EACH	2.00	2.00	\$ 2,470.00	\$ 4,940.00	\$ 4,940.00

Schedule E Subtotal: \$ 52,882.10 \$ 36,659.60

F

Schedule: CP 2015-12 NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail) Phase 1

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2101.501	CLEARING	ACRE	0.10	0.10	\$ 11,700.00	\$ 1,170.00	\$ 1,170.00
2	2101.502	CLEARING	TREE	2.00	10.00	\$ 264.00	\$ 528.00	\$ 2,640.00
3	2101.506	GRUBBING	ACRE	0.10	0.10	\$ 11,700.00	\$ 1,170.00	\$ 1,170.00
4	2101.507	GRUBBING	TREE	2.00	10.00	\$ 176.00	\$ 352.00	\$ 1,760.00
5	2118.501	AGGREGATE SURFACING CLASS 2	TON	200.00		\$ 30.50	\$ 6,100.00	\$ -
6	2504.602	16" BUTTERFLY GATE VALVE	EACH	1.00	1.00	\$ 3,140.00	\$ 3,140.00	\$ 3,140.00
7	2504.602	HYDRANT AND GATE VALVE	EACH	1.00	1.00	\$ 5,350.00	\$ 5,350.00	\$ 5,350.00
8	2504.603	16" WATERMAIN DUCTILE IRON CL 52	LIN FT	1085.00	1085.00	\$ 64.30	\$ 69,765.50	\$ 69,765.50
9	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	10.00		\$ 87.30	\$ 873.00	\$ -
10	2504.603	BUTTERFLY VALVE MANHOLE	LIN FT	8.00	8.00	\$ 917.00	\$ 7,336.00	\$ 7,336.00
11	2504.604	4" POLYSTYRENE INSULATION	SQ YD	90.00	18.00	\$ 39.80	\$ 3,582.00	\$ 716.40
12	2504.608	DUCTILE IRON FITTINGS	POUND	4000.00	2750.00	\$ 3.80	\$ 15,200.00	\$ 10,450.00
13	2550.602	MARKING POST	EACH	1.00		\$ 97.90	\$ 97.90	\$ -
14	2573.502	SILT FENCE, TYPE MS	LIN FT	2280.00	2249.00	\$ 2.10	\$ 4,788.00	\$ 4,722.90
16	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	150.00		\$ 3.15	\$ 472.50	\$ -
17	2575.605	SEED MIXTURE 35-221	ACRE	2.20		\$ 445.00	\$ 979.00	\$ -
18	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	225.00	125.82	\$ 17.50	\$ 3,937.50	\$ 2,201.85
19	2574.525	BOULEVARD TOPSOIL BORROW	CU YD	80.00		\$ 31.60	\$ 2,528.00	\$ -
20	2575.560	HYDRAULIC BONDED FIBER MATRIX	POUND	7700.00		\$ 1.60	\$ 12,320.00	\$ -

Schedule F Subtotal: \$ 139,689.40 \$ 110,422.65

Alternate: 1

Description: CP 2015-12 63rd Street Sanitary Sewer Extension

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2503.511	8" PVC PIPE SEWER SDR 26	LIN FT	64.00	64.00	\$ 41.70	\$ 2,668.80	\$ 2,668.80
2	2503.602	CONNECT TO EXISTING MANHOLE	EACH	1.00	1.00	\$ 1,460.00	\$ 1,460.00	\$ 1,460.00
3	2506.602	FORCEMAIN DISCHARGE MANHOLE	EACH	1.00	1.00	\$ 9,580.00	\$ 9,580.00	\$ 9,580.00

Alternate 1 Subtotal: \$ 13,708.80 \$ 13,708.80

COST SUMMARY

Contract: CP 2016-09D, CP 2016-10, and CP 2015-12

Owner: City of Inver Grove Heights

Projects: 60th Street Area Reconstruction

60th Street Area Utility Improvements

(Phase 1) NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail)

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	CP 2016-09D Street Improvements	\$ 1,476,608.20	\$ 697,760.99
B	CP 2016-09D Storm Sewer Improvements	\$ 203,529.40	\$ 147,753.90
C	CP 2016-09D Rain Garden Improvements	\$ 19,940.90	\$ -
D	CP 2016-10 Watermain Improvements	\$ 121,109.00	\$ 91,435.20
E	CP 2016-10 Sanitary Sewer Improvements	\$ 52,882.10	\$ 36,659.60
F	CP 2015-12 NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail) Phase 1	\$ 139,689.40	\$ 110,422.65
Alt 1	CP 2015-12 63rd Street Sanitary Sewer Extension	\$ 13,708.80	\$ 13,708.80
Total Base Cost Plus Alternate 1		\$ 2,027,467.80	\$ 1,097,741.14

Change Order No. 1	\$ (117,987.60)
Change Order No. 2 (Phasing Only)	\$ 0.00
Change Order No. 3	\$ 22,630.88
Deductions Per Contract	\$ (1,000.00)

Total Contract Amount	\$ 1,909,480.20
Contract Work Completed To Date	\$ 1,119,372.02
Retainage	\$ 55,968.60
Previous Payments	\$ 411,067.50
Amount Due This Partial Payment #2	\$ 652,335.92

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement for 9408 Aladin Trail

Meeting Date: August 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



- 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 Custom Grading Agreement for 9408 Aladin Trail.

SUMMARY

This parcel is required to have a Custom Grading Agreement to establish the storm water management plan and erosion control plan per the City Code. In addition, this development, Rich Valley Acres 2nd, was constructed with City streets and ungraded lots. The development documents require the lots to be custom graded.

The City has confirmed that the existing basin on the site provides a storm water management plan that manages the storm water runoff and provides for the 1-inch infiltration requirement on the existing easement. No additional storm water facilities need to be constructed.

The owners have provided the required grading and erosion control plans. An engineering escrow of \$1,500 has been received to cover costs incurred by the City for review, inspection of the site grading and costs to prepare the agreement documents. The owner has applied for a building permit and will provide the \$10,000 letter of credit or cash surety prior to permit issuance.

It is recommended that the City Council approve the Custom Grading Agreement for 9408 Aladin Trail.

TJK/kf

Attachments: Custom Grading Agreement with approved plan

CUSTOM GRADING AGREEMENT
FOR
PROPERTY LOCATED AT
9408 ALADIN TRAIL
LOT 2, BLOCK 1, RICH VALLEY ACRES 2ND ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
PROPERTY LOCATED AT
9408 ALADIN TRAIL
LOT 2, BLOCK 1, RICH VALLEY ACRES 2ND ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 22nd day of August, 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 Property be improved with grading, drainage and erosion control facilities, storm water management improvements and associated 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 Kurt W. Perkins and Anitta J. Perkins, husband and wife, and their successors and assigns.

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

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

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 Property 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:
Kurt W. Perkins and Anitta J. Perkins
7435 Hidden Valley Hollow
Cottage Grove, MN 55016

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 on **Exhibit A** attached hereto.

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 Property resulting from the grading or building on the land within the Property 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 PAVING OF DRIVEWAY. The Owner must pave the driveway per City requirements.

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

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

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

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

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

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- 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, 2019. 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, 2019, 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, 2019.

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 \$1,500.00 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 \$1,500.00 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. This Agreement shall run with the Property and shall

inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

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 Property.

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 Property to perform all work and inspections deemed appropriate by the City during the installation of Improvements.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

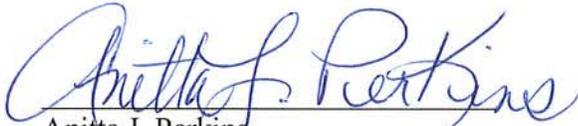
STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 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:


Kurt W. Perkins


Anitta J. Perkins

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 17th day of August, 2016, by Kurt W. Perkins and Anitta J. Perkins, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.


Kathleen J. Fischer
Notary Public



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

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 2, Block 1, Rich Valley Acres 2nd Addition, Dakota County, Minnesota.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	8-11-16	PJ Land Surveying, LLC

The Development Plans were approved by the City Engineer on August 16, 2016.

CERTIFICATE OF SURVEY



ADDRESS: 1408 ALADIN TRAIL
 RIVER GROVE HEIGHTS, MN 55077
 AREA OF LOT 2
 10878 SQUARE FEET OR 2.8 ACRES

- DEMOTES PROPOSED ELEVATION
- DEMOTES EXISTING ELEVATION
- DEMOTES PROPOSED FINISH GRADE ELEVATION
- DEMOTES EXISTING FINISH GRADE ELEVATION
- DEMOTES DIRECTION OF SURFACE DRAINAGE
- DEMOTES PROPOSED DRAINAGE
- DEMOTES PROPOSED SALT FENCE



PROPOSED TOP OF FOUNDATION ELEVATION
 PROPOSED FINISH GRADE ELEVATION
 PROPOSED SALT FENCE

BENCH MARK TOP OF HUB ELEVATION IS WRITTEN ON LATI NEXT TO HUB

1. Building elevations shown are outside first floor dimensions as provided by architect. Architectural plans, given for building and investigation on the lot are as P. J. Lane Surveying responsible for suitability of the site for the proposed construction.

2. P. J. Lane Surveying, LLC has no knowledge of specific soil conditions or characteristics of the site.

3. No specific soil tests have been provided to this surveyor in regard to the existence or maintenance of recorded or unrecorded easements.

4. Power utility lines were obtained from Dakota County GIS map.

5. Excavation for the house will yield approximately 250 cubic yards and will be used on the 250 cubic yards. No material will be hauled from or onto the site.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY OF THE BOUNDARIES OF:

LOT 2, BLOCK 1, RICH VALLEY ACRES 2ND ADDITION, ACCORDING TO THE RECORDED PLAT, DAKOTA COUNTY, MINNESOTA

AND THE LOCATION OF ALL BUILDINGS, IF ANY, THEREON, AND ALL VISIBLE ENCROACHMENTS, IF ANY, FROM OR ON SAID LAND. IT ALSO SHOWS THE SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION THIS 21ST DAY OF JUNE, 2018.

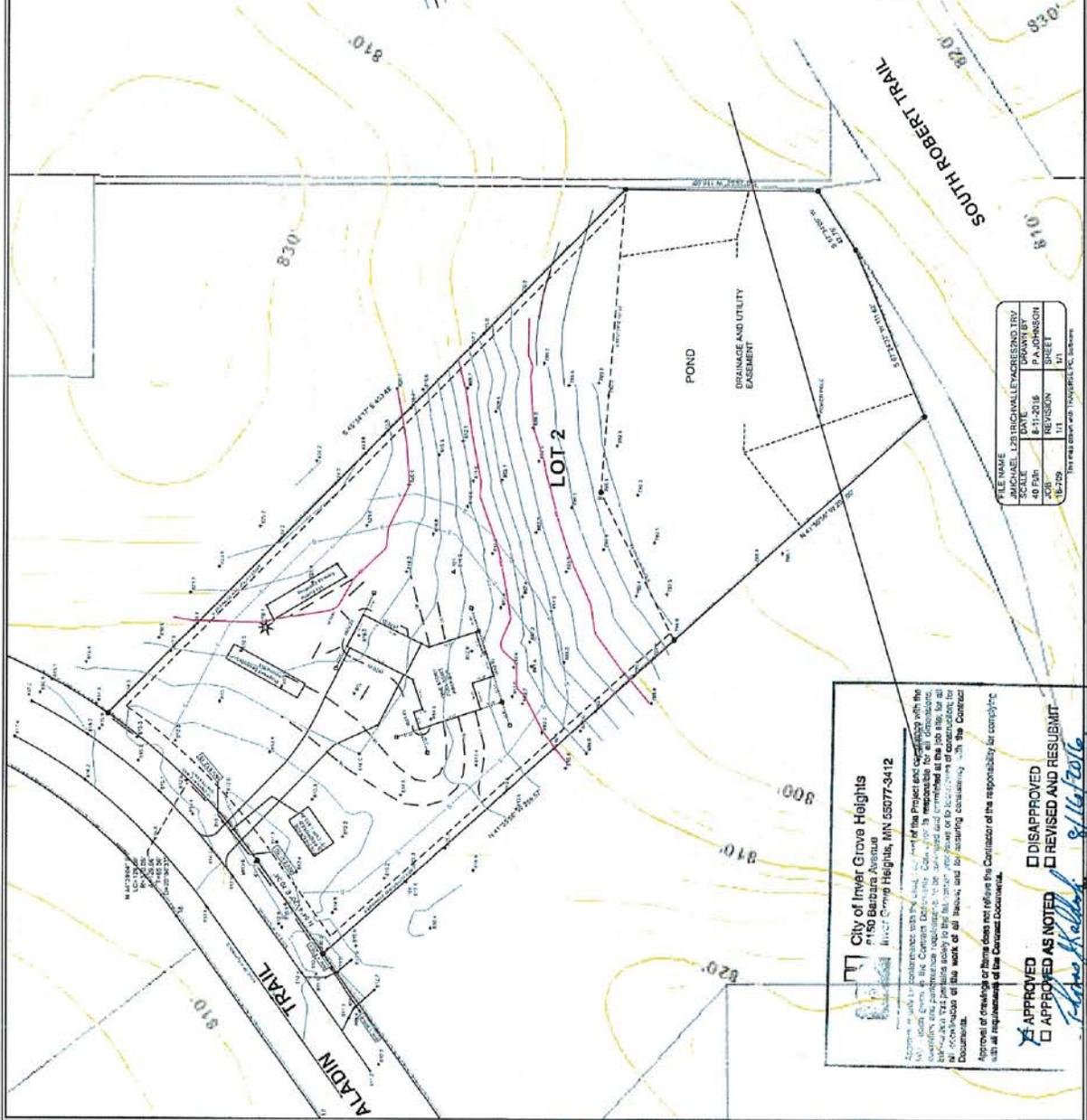


Paul A. Johnson
 P. J. LANE SURVEYING, LLC
 LAND SURVEYOR, MN, LIC. NO. 10938

- REVISION NO. 1, AUGUST 11, 2016
1. ADDED DAKOTA COUNTY GIS CONTOURS ON ADJACENT LOTS.
 2. ADDED FINISH GRADE ELEVATION TO TOP OF HUB AT DRIVEWAY.
 3. ADDED FINISH GRADE ELEVATION TO TOP OF HUB AT DRIVEWAY.
 4. ADDED SECONDARY MOUND SYSTEM LOCATION.
 5. ADDED DRAINAGE ARROWS FOR DITCHLINE AREA OF LOT 7.
 6. ADDED DRAINAGE ARROWS FOR DITCHLINE AREA OF LOT 7.
 7. ADDED CUT AND FILL IN CUBIC YARDS.
 8. ADDED FINISH GRADE ELEVATION FOR LOT 7.
 9. REVISED ALL PROPOSED ELEVATIONS TO FEET IN DECIMALS AS SHOWN ABOVE.

FILE NAME	DATE	BY
40 PAR	8-11-2016	P.A. JOHNSON
18-259	REVISION	SHEET
	1/1	1/1

Prepared for: P. J. Lane Surveying, LLC
 2077 COUNTY ROAD D, SUITE A
 MAPLEWOOD, MN 55159
 651-585-1965



City of River Grove Heights
 7150 Barbara Avenue
 River Grove Heights, MN 55077-3412

Approval of this document is based on the information provided by the applicant and the City of River Grove Heights. The City of River Grove Heights does not warrant the accuracy or completeness of the information provided by the applicant. The City of River Grove Heights is not responsible for any errors or omissions in this document.

Approval of this document does not relieve the Contractor of the responsibility for complying with all requirements of the relevant documents.

APPROVED
 DISAPPROVED
 APPROVED AS NOTED
 REVISED AND RESUBMIT

Paul A. Johnson 8/16/2016

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 or December 31, 2016, whichever occurs first	grading, drainage, and sediment & erosion control
<u>X</u>	Prior to Certificate of Occupancy	Driveway
<u>X</u>	Prior to Certificate of Occupancy	As-built
<u>X</u>	Within 6 months after Certificate of Occupancy	landscaping

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving and Accepting Proposal for Professional Services (Individual Project Order (IPO) No. 24B) from Kimley-Horn and Associates, Inc. for City Project No. 2014-11 – Argenta Trail and Trunk Highway 55

Meeting Date: August 22, 2016
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *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: Street Reconstruction Bonds, MSA Funds

PURPOSE/ACTION REQUESTED

Resolution receiving and accepting proposal for professional services (Individual Project Order (IPO) No. 24B) from Kimley-Horn and Associates, Inc. for City Project No. 2014-11 – Argenta Trail and Trunk Highway 55.

SUMMARY

The project was initiated by the City Council as part of the City's Capital Improvement Program. The City approved a Joint Powers Agreement (JPA) with Dakota County for preliminary and final design on September 8, 2014.

The City is the lead entity for the preliminary and final design, per the JPA. The City contracted with Kimley-Horn and Associates, Inc. on June 8, 2015 to complete final design for the project for an amount not to exceed \$580,345, with the City's share being \$261,155. IPO No. 24A was approved on March 14, 2016. It addressed additional storm water management design work necessitated by the implementation of the new Atlas 14 rainfall design criteria (that increased the size of the 1 percent chance rainfall). It added \$15,000 to the contract amount.

On July 22, 2016, I notified the Council that the project had been selected to receive \$5.6 million in federal funds from the 2014 Regional Solicitation. This additional funding will reduce the City's project cost by about \$2.5 million.

As a result of the federal funding award, additional final design tasks are necessary to meet all of the federal requirements. Kimley-Horn provided the attached IPO which includes additional work to modify the construction plans and specifications, and complete the environmental documentation to meet the federal aid funding requirements.

I recommend adoption of the resolution receiving and accepting the proposal (IPO No. 24B) for an amount not to exceed \$135,000. The City's share of the cost will be \$60,750 (for a total City cost of \$328,655). Funding will come from Street Reconstruction Bonds and MSA Funds.

SDT/kf
 Attachment: Resolution
 IPO No. 24B

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES,
ACCEPTING THE PROPOSAL FROM KIMLEY-HORN AND ASSOCIATES, INC. AND AUTHORIZING
STAFF TO EXECUTE INDIVIDUAL PROJECT ORDER (IPO) NO. 24B FOR FINAL DESIGN FOR CITY
PROJECT NO. 2014-11

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights and Dakota County have entered into a Joint Powers Agreement for preliminary engineering and final design for City Project No. 2014-11 (Dakota County Project No. 63-25); and

WHEREAS, the City is the lead agency for the project as stated in the Joint Powers Agreement; and

WHEREAS, the City approved a proposal on June 8, 2015 for the final design engineering for the project with Kimley-Horn and Associates, Inc.; and

WHEREAS, the project was awarded federal aid funding from the 2014 Regional Solicitation; and

WHEREAS, additional design work, outside of the original scope of services, is needed to address changes to the construction documents and necessary environmental documentation to meet federal aid funding requirements; and

WHEREAS, a scope of services was prepared for said work and Kimley-Horn and Associates, Inc. has provided IPO No. 24B based on that scope of services.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of Inver Grove Heights receives and accepts the proposal from Kimley-Horn and Associates, Inc. and authorizes staff to execute IPO No. 24B with Kimley-Horn for the requested work.

Approved by the City Council of Inver Grove Heights this 22nd day of August 2016

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

INDIVIDUAL PROJECT ORDER NUMBER (IPO) NO. 24B

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: CSAH 28/CSAH 63 Final Design
City Project 2014-11
County Project 63-25

General Category of Services: Additional final design phase services.

Specific Scope of Basic Services: Additional final design services for the Argenta Trail Realignment project. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See Exhibit C for detailed schedule.

Deliverables: Project Memorandum
Final Construction Plans and Specifications

Method of Compensation: To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 24B

CSAH 28/CSAH 63 FINAL DESIGN
CITY PROJECT 2014-11
COUNTY PROJECT 63-25

IPO 24B includes scope and effort for additional final design services for the CSAH 28/CSAH 63 project. Specifically, this IPO includes additional work to modify the construction plans and special provisions, and complete the environmental documentation to meet federal aid funding requirements. The additional work also includes the preparation of additional plan sheets detailing the proposed stockpiling of excess material within future Argenta Trail right-of-way north of 70th Street.

A summary of the services included in this IPO is provided below.

TASK 1A: ADDITIONAL PROJECT MANAGEMENT

This task includes the additional project management, PMT meetings, agency coordination meetings, and on-going coordination that will be required as a result of the project receiving Federal Aid funding and the extended project design schedule. We have assumed that up to three (3) additional PMT meetings and up to two (2) agency coordination meetings may be necessary as part of the extended project schedule.

TASK 2A: ADDITIONAL DATA COLLECTION

Wetland Delineation and Permitting

Kimley-Horn will prepare a joint application to the City and USACE for temporary wetland impacts associated with the stockpiling north of 70th Street. The subtasks required to prepare this permit application include:

- An Approved Jurisdictional Determination will be requested from the USACE on Wetland 1 as identified in the Jeffers Pond delineation (approved September 2014) as part of the permitting process.
- A narrative on alternatives considered and how the project has avoided and minimized wetland impact to the extent practicable, unavoidable temporary impacts, restoration plan, erosion control plan and measures to protect remaining wetland.
- Graphics depicting existing conditions, temporary impacts, and restoration methods to return the wetland area back to preconstruction conditions. Review draft application submittal package with City.

Kimley-Horn will correspond with the USACE, the City/County, and the TEP (as noted above) regarding permit review needs, application materials, and the review process. It is assumed that no additional meetings will be required. Kimley-Horn will lead the preparation and coordination of the permit application for temporary impact based on the grading plans to be developed for the temporary haul road.

Soil Borings and Geotechnical Report – Amana Trail Retaining Wall

American Engineering Testing (AET), as a Kimley-Horn sub-consultant, will obtain soil borings to evaluate the construction of the proposed retaining wall north of Amana Trail. We have assumed this will include up to two (2) borings (up to 80 feet of total depth) for the purposes of providing design and construction recommendations for the proposed retaining wall. We will coordinate utility locates and provide necessary traffic control.

Soil Borings and Geotechnical Report – Stockpile Area

American Engineering Testing (AET), as a Kimley-Horn sub-consultant, will obtain soil borings to evaluate the existing subgrade conditions of the stockpile area. We have assumed this will include up to seven (7) borings (up to 80 feet of total depth) for the purposes of providing subgrade recommendations for the placement of fill and construction of the necessary haul road. We will coordinate utility locates and provide necessary traffic control.

Topographic Survey

We have assumed all topographic survey of the stockpile area, including private utilities, will be provided by the City through the coordination with the adjacent development.

TASK 3A: PREPARE PROJECT MEMORANDUM

Agency Coordination/Data Collection

Kimley-Horn will collect existing data from the City, County, and local agencies necessary to complete the FHWA Categorical Exclusion (CE), also known as a MnDOT Project Memorandum. Kimley-Horn will contact agencies responsible for issues addressed in the CE and request the necessary correspondence and documentation regarding potential impacts. Kimley-Horn will complete a “What’s in my Neighborhood” search for potential contamination risk sites within the corridor and review any previous Phase I Environmental Site Assessments (ESA) that have been completed for the project area. The results will be incorporated into the Project Memorandum. Early notification requests will be prepared and submitted to the MnDOT CRU and MnDOT OES for respective records searches (Section 106 and Section 7). This task assumes up to 2 meetings with State Aid to discuss level of documentation, Purpose and Need, and alternatives considered.

Prepare Draft Categorical Exclusion

A draft CE will be prepared and formatted to meet Federal review requirements. MnDOT State Aid guidance and format will be followed. Environmental staff will work closely with City and County engineering staff to document any unavoidable project impacts and define corresponding mitigation. It has been assumed that this is not a Type 1 project and therefore a detailed noise model analysis is not required. Also assumes that there would be no impacts to the park or historic properties.

Document Review and Revision

Kimley-Horn will submit the Draft CE to the City and County for initial review. One round of edits with the City/County is included. Comments will be incorporated and resubmitted for the City/County to forward to MnDOT State Aid for review. If revisions are necessary before the document is forwarded onto MnDOT Central Office, those would be incorporated. The final edited CE would be resubmitted to MnDOT via the City/County for Administrative Approval. This task assumes Kimley-Horn will distribute the CE to the identified agencies after administrative approval. We have included up to two meetings with the City/County and up to two meetings with MnDOT staff for this task.

TASK 4A: NOISE ANALYSIS

Data Collection

Noise receptors will be located at each sensitive receptor within approximately 500 feet of the project limits. Any undeveloped property with a building permit will be included in the analysis.

Noise measurements will be conducted during the morning and afternoon periods at up to two locations within the project area.

Traffic data, including truck percentages, traffic by hour of day, and speed info will be obtained from the ICE report. Peak noise hour analysis will use this traffic data to determine the highest noise hour for nighttime and daytime hours in the project area.

Federal noise abatement criteria will be addressed for the entire project area. State noise standards will apply only to the area influenced by TH 55.

Noise Modeling and analysis

Existing noise modeling will be conducted using existing geometrics and traffic data. Properties that will be acquired as part of the project will not be analyzed. Existing modeling will be validated with the measurement of existing noise levels.

Future no build modeling will be conducted using existing geometrics and future traffic data.

Future build modeling will be conducted using proposed geometrics and future traffic data. This will first be done with no noise mitigation measures. Noise mitigation will be analyzed for reasonability and feasibility for all receptors that are impacted by the project, whether the impact is due to state standards, or federal noise abatement criteria. Noise mitigation will be considered at any impacted trail in the project area.

Documentation

Draft report will be provided to the client for review. Any comments will be incorporated into a final noise report. The final noise report will be summarized to a level suitable for inclusion in the Project Memorandum.

TASK 5A: ADDITIONAL FINAL DESIGN SERVICES

Final Plan Preparation – Federal and State Aid Funding Updates

Kimley-Horn will revise the project plans to reflect the updated funding plan, including the addition of federal aid funding to the project. The proposed modifications include an updated statement of estimate quantities and updated construction plans to reflect changes to project numbers.

Special Provision Revisions

Kimley-Horn will update the project special provisions to comply with federal aid funding requirements. Special provisions specific to federal funding will be coordinated with the MnDOT project manager, The work on City utilities is will require a Public Interest Finding (PIF) letter for the use of proprietary products associated with the City utility system. We will prepare the PIF letter and submit to MnDOT Federal Aid for review.

Additional Engineer's Opinion of Probably Cost (OPC)

Kimley-Horn will prepare a revised Engineer's OPC based on the updated funding splits and federal aid funding. We have assumed up to three (3) revisions of the OPC will be required.

Federal Aid Review Coordination

Kimley-Horn will coordinate the additional review process required by MnDOT Federal Aid funding. The project had been through the Cooperative Agreement 95% review and ready for final plan signature. We will coordinate with project manager from MnDOT to guide the project through the review and approval process.

Final Drainage Design Revisions

Kimley-Horn updated the final drainage design to reflect additional comments to the proposed stormwater BMP design approach. The revisions included modifications to the proposed stormwater routing and addition of an underground stormwater BMP to provide additional pre-treatment.

TASK 6A: ADDITIONAL FINAL DESIGN SERVICES – STOCKPILE AREA

Utility Coordination – Stockpile Area

Kimley-Horn will perform all utility identification and coordination as outlined in the County Utility Coordination Process in addition to applicable MnDOT guidelines. This work will include contacting Gopher State One-Call to request design locates for review of topographic survey. We will forward the updated plans to the utility companies including the plans for the proposed stockpile area. We have assumed that there will be no utility impacts within the stockpile area.

Final Plan Preparation – Stockpile Area

Kimley-Horn will prepare final construction plans for the placement and stockpiling of excess suitable material from the Argenta Trail project within the future Argenta Trail right-of-way north of 70th Street (CSAH 26). We have assumed the plans will be a separate plan set from the Argenta Trail plan set. We have assumed the following plan sheets will be necessary:

- Cover sheet
- quantity/utility tabulation
- miscellaneous details
- construction staging and traffic control plan
- removals/erosion control plan
- construction/grading/restoration plan

We have assumed up to six (6) additional plan sheets will be required for potential placement of fill material. We will prepare 90% plans for review by City and County staff prior to completion of the plan set.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 24B

CSAH 28/CSAH 63 FINAL DESIGN
CITY PROJECT 2014-11
COUNTY PROJECT 63-25

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
1A. Additional Project Management	\$ 9,500
2A. Additional Data Collection	\$ 16,000
3A. Prepare Project Memorandum	\$ 14,500
4A. Noise Analysis	\$ 30,500
5A. Additional Final Design Services	\$ 45,000
6A. Additional Final Design Services – Stockpile Area	\$ 12,500
<u>Reimbursable Expenses</u>	<u>\$ 7,000</u>
Total	\$ 135,000

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$135,000 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 24B

CSAH 28/CSAH 63 FINAL DESIGN
CITY PROJECT 2014-11
COUNTY PROJECT 63-25

The following is a summary of the proposed schedule for the project:

Submit Draft PM to County and City Staff	August 31, 2016
Submit PM to MnDOT Federal Aid	September 9, 2016
Federal Aid Review, Comments Addressed, and Submittal to SALT/FHWA	September 30, 2016
SALT/FHWA Review Complete	October 31, 2016
Re-submit Final PM	November 11, 2016
Final Approval and Signature	November 25, 2016
100% Plans to Central Office	November 28, 2016
100% Plans Approved	December 23, 2016
FHWA Authorization	January 13, 2017
Ad for Bids	January 16, 2017
Open Bids	February 14, 2017

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Saleable City-Owned Properties

Meeting Date: August 22, 2016
 Item Type: Consent
 Contact and Prepared by: Carrie Isaacson, Admin Services Coordinator
 Reviewed by: Joe Lynch, City Administrator

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: Provide Council with the final list of all city-owned properties that are saleable.

SUMMARY: During the February 1, 2016 work session, Council was considering whether to dispose of city-owned properties no longer needed for public purpose. With the assistance of our attorney, Tim Kuntz, a revised policy was drafted on the appropriate procedures for saleable properties. This policy was adopted at the March 14, 2016 Council Session. After months of identifying all saleable properties, with the current land value and property disclosures, the attached list is now finalized and ready for approval.

Please approve the attached document as the final list of saleable city-owned properties for future disposal.

SALEABLE CITY-OWNED PROPERTY

City Owned Parcel	Location / Address	PID #	Land Value	*Sale Rank	Funding Source	Zoning Type	Disclosures
1	8195 Babcock Trail (W of VMCC)	20-01700-03-010	\$184,600	3	EDA	Agricultural	For Commercial Development
2	Blaine & Upper 55th	20-14175-00-010	\$28,900	2	Unknown	Planned Unit Development	Too small (0.18A / 7700)
3	2399 53 rd Street E off Blaine	20-41300-02-080	\$38,100	3	Unknown	Commercial PUD	Should be sold to commercial developer (in TIF 4-1 District)
4	52 nd Street E off Blaine & Bishop	20-41300-02-030	\$48,200	3	Unknown	Commercial PUD	Should be sold to commercial developer (in TIF 4-1 District)
5	Upper 55 th & 9 th Ave S (SSP)	20-03410-51-012	\$18,100	3	Unknown	Public Institutional	In TIF 4-1 District
6	River Road (N & S of Upper 71 st)	20-01100-40-010	\$37,500	3	Unknown	Limited Industrial	Too narrow (2.28A / Former RR Row 60'W)
7a	Inverwood Golf Course (Parcel 1)	20-00800-01-013	\$500,000	3	EDA & HCF	Public Institutional	Golf Course Property
7b	Inverwood Golf Course (Parcel 2)	20-00800-01-014	\$1,000,000				
8	Marcott Woods	20-47521-03-030	\$389,000	3	Unknown	Public Institutional	Requires proper drainage and storm water easements
9	Ernster Park	20-01100-52-062	\$14,900	2	Unknown	Public Institutional	Potential for future park use/adjacent to park, could be "added" since it doesn't have access (0.47A)
10a	River Heights (Falcon Ridge – 3 Parcels)	20-25700-01-010	\$145,900	2	Unknown	Public Institutional	Retain for parkland (7.50A)
10b		20-25700-01-020					
10c		20-25700-01-030					

*Sale Rank 3, 2, or 1 indicates most saleable (3) to least saleable (1). As of July 2016, there are no properties ranked (1).

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 22, 2016
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Janet Shefchik
Reviewed by: N/A

Fiscal/FTE Impact:

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

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

Please confirm the Temporary/Seasonal employment of: Erica Kuefler (VMCC/Pool), Andres Losinski (VMCC/Pool), Gordon Hjellming (VMCC/Fitness), Corey Beall (VMCC/Fitness)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CALATLANTIC GROUP – Case No. 16-24PUD

Meeting Date: August 22, 2016
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following requests for Blackstone Ponds 2nd and 3rd Additions:

- a) A Resolution approving the Final PUD Development Plan for Blackstone Ponds 2nd and 3rd Addition.
 - Requires 3/5th's vote.
- b) A Resolution approving the Final Plat, Development Contract and related agreements for Blackstone Ponds 2nd Addition.
 - Requires 3/5th's vote.
 - 60-day deadline: October 4, 2016 (second 60-days)

SUMMARY

The applicant is proposing the final PUD development plans for the balance of Blackstone Ponds which will be called Blackstone Ponds 2nd and 3rd Addition. The applicant is also requesting final plat approval for Blackstone Ponds 2nd Addition. The second addition contains 36 townhome lots and 2 outlots. The third addition will contain the remaining 22 townhome lots and is expected to be submitted for final plat approval sometime in 2017. The City Council approved the preliminary plat and PUD on November 10, 2014.

ANALYSIS

The plat and development plans are consistent with the preliminary plans. Upon approval, construction on the 2nd addition would begin this fall.

The balance of the Mendota/Lebanon greenway regional trail will be constructed with the second addition. The details of the construction and payment of costs are being finalized. The specifics are listed in the development contract and will be in place prior to release of the final plat.

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

RECOMMENDATION

Planning Staff: Recommends approval of the Final Plat for 2nd Addition and Final PUD Development plans for 2nd and 3rd Addition with the three conditions listed in the attached resolution.

Planning Commission: Also recommends approval of the Final Plat for 2nd Addition and Final PUD Development Plans for 2nd and 3rd addition as proposed (9-0).

August 18, 2016
Council Memo – CalAtlantic Group
Page 2

Attachments: Resolution approving the Final Plat for Blackstone Ponds 2nd Addition including Development Contract and Related Agreements (6 total documents)
Resolution approving the Final PUD Development Plans for Blackstone Ponds 2nd and 3rd Additions
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FINAL PLAT, DEVELOPMENT CONTRACT, STORM
WATER FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS
FOR THE PLAT OF BLACKSTONE PONDS 2nd ADDITION

CASE NO. 16-24PUD
(CalAtlantic Group)

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

OUTLOT E AND F, BLACKSTONE PONDS 1ST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat of Blackstone Ponds 2nd Addition, Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements are hereby approved.

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

Passed this 22nd day of August, 2016.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FINAL PUD DEVELOPMENT PLAN FOR
BLACKSTONE PONDS 2ND AND 3RD ADDITION

CASE NO. 16-24PUD
(CalAtlantic Group)

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

OUTLOT E AND F, BLACKSTONE PONDS 1ST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota

WHEREAS, the final PUD application satisfies the pertinent conditions of preliminary PUD approval and conforms to all applicable zoning regulations (City Code Sections 10-13A);

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final PUD Development Plan for Blackstone Ponds 2nd and 3rd Addition is approved subject to the following conditions:

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

Preliminary PUD conditions of approval and site plat	
Final Plat of 2 nd Addition	
Site Plan	dated 6/6/16
Lighting, Signage and Guest Parking Plan	dated 6/6/16
Street Plan (3 sheets)	dated 6/6/16
Trail Plan	dated 6/6/16
Sanitary and Watermain Plan (3 sheets)	dated 6/6/16
Storm Sewer Plan (3 sheets)	dated 6/6/16
Rain Garden Plan	dated 6/6/16
Grading Plan (2 sheets)	dated 6/6/16
Erosion Control Plan	dated 6/6/16
Planting Plan (3 sheets)	dated 6/10/16

2. The final PUD approval is subject to execution of a development contract for the PUD and plat and subject to execution of the agreements referenced in the development contract. Said contract must be executed prior to release of the final plat for recording.
3. Prior to any construction, all engineering comments on the final grading, drainage and erosion control, utility plans and final plat relating to easements shall be addressed and approved by the City Engineer.

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

Passed this 22nd day of August, 2016.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: July 19, 2016
SUBJECT: **CALATLANTIC GROUP, INC. – CASE NO. 16-24PUD**

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is requesting final plat approval for the Blackstone Ponds 2nd Addition and final development plan approval for the 2nd and 3rd phases of Blackstone Ponds. The plans are consistent with the preliminary plans and they have satisfied the conditions of approval. The Fire Marshal is comfortable with the proposed location of the fire access which will be constructed with the third phase. Staff recommends approval of the final PUD development plans for Blackstone Ponds 2nd and 3rd Addition and the final plat for the 2nd Addition, with the conditions listed in the report.

Commissioner Simon asked for clarification on whether the public notice included final plat approval for Blackstone Ponds 3rd Addition.

Mr. Hunting replied that final plats require no public notice.

Commissioner Weber noted there were no parks within a 5-6 mile radius of this neighborhood and asked if the Parks Department looked at that when reviewing the request.

Chair Maggi responded that prior to Commissioner Weber being appointed the Planning Commission had a lengthy discussion regarding their desire for a tot lot, etc. The Park and Recreation Director gave a presentation to the Planning Commission explaining their overall strategy for the City in regard to parks and their desire to focus on larger parks that are more accessible, etc. rather than neighborhood tot lots.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Lissarrague, to approve the request for final plat approval for the Blackstone Ponds 2nd Addition and final PUD development plan approval for the 2nd and 3rd phases of Blackstone Ponds. .

Motion carried (9/0). This item goes to the City Council on August 22, 2016.

DEVELOPMENT CONTRACT
FOR PLAT OF
BLACKSTONE PONDS 2nd ADDITION

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CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF BLACKSTONE PONDS 2nd ADDITION**

THIS DEVELOPMENT CONTRACT is made and entered into on the 22nd day of August, 2016, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the DEVELOPER identified herein.

RECITALS:

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

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **DEVELOPER.** "DEVELOPER" means CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation, and its successors and assigns.

1.4 **PLAT.** "PLAT" means the plat of Blackstone Ponds 2nd Addition, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this

DEVELOPMENT CONTRACT;

- d.) breach of the DEVELOPER WARRANTIES.

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

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

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

court, department, agency or instrumentality.

- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

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

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

- I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.
- J. **FEE TITLE.** DEVELOPER owns fee title to the property within the PLAT.
- 1.20 **CITY WARRANTIES.** "CITY WARRANTIES" means that the CITY hereby warrants and represents as follows:

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

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

If to CITY:	City of Inver Grove Heights Attention: City Administrator Inver Grove Heights City Hall 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to DEVELOPER:	CalAtlantic Homes 7599 Anagram Drive Eden Prairie, MN 55344

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

ARTICLE 2
PLAT APPROVAL

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

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

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3
CITY IMPROVEMENTS

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

ARTICLE 4
DEVELOPER IMPROVEMENTS

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

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

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

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in Exhibit C, the CITY may declare the DEVELOPER in default pursuant to Article 13.

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs.

Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

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

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

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

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

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

ARTICLE 6 **OTHER PERMITS**

6.1 PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES, and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be

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

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 8
DEVELOPER PUBLIC IMPROVEMENTS

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

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

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 14 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The

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

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 and 10.1 and except as provided in the *Natural Area/Open Space And Undisturbed Natural Area/Open Space Easement Agreement for Plat of Blackstone Ponds 2nd Addition* of even date herewith and except as provided in the *Stormwater Reuse/Landscape Irrigation Facilities Maintenance Agreement for Plat of Blackstone Ponds 1st Addition* recorded as Dakota County Document No. 3093159; and the *Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Plat of Blackstone Ponds 1st Addition* recorded as Dakota County Document No. 3093160; and the *Stormwater Facilities Maintenance Agreement for Plat of Blackstone Ponds 1st Addition* recorded as Dakota County Document No. 3093161; and the *Retaining Wall Maintenance Agreement for Outlots A, B, C, D, E, F, G, I and J, Blackstone Ponds 1st Addition* recorded as Dakota County Document No. 3093162; and the *Agreement Relating to Landowner Improvements Within City Easement on Outlot D, Blackstone Ponds 1st Addition* recorded as Dakota County Document No. 3093163; and the *Residential Street Light Agreement for Plat of Blackstone Ponds 1st Addition* recorded as Dakota County Document No. 3093166. If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 13.

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

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and invert elevations on all manholes and catch basins.
6. Apron invert elevations on all flared end structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
11. Copy of final plat shall be submitted in an electronic format (see item 12).
12. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
14. GPS coordinates on all stormwater facilities and related appurtenances such as valves.

ARTICLE 9
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 10
DEVELOPER WARRANTIES

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

ARTICLE 11
CITY WARRANTIES

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

ARTICLE 12
INDEMNIFICATION OF CITY

12.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss or

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

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

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

12.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual

notice of any matter giving rise to a right of payment against the CITY pursuant to Section 12.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

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

ARTICLE 13 **CITY REMEDIES UPON DEVELOPER DEFAULT**

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

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

buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;

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

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

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

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

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

ARTICLE 14
ESCROW DEPOSIT

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

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2019. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of not earlier than December 31, 2019, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2019.

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

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

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

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

ARTICLE 15 **MISCELLANEOUS**

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

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

or exceed the amount of the special assessments.

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

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

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

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

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

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

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

15.10 COUNTERPARTS. This DEVELOPMENT CONTRACT may be executed in

any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

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

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

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IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 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

EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF BLACKSTONE PONDS 2nd ADDITION

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

Lots 1 – 4, inclusive, Block 1, Blackstone Ponds 2nd Addition,
Lots 1 – 4, inclusive, Block 2, Blackstone Ponds 2nd Addition,
Lots 1 – 6, inclusive, Block 3, Blackstone Ponds 2nd Addition,
Lots 1 – 4, inclusive, Block 4, Blackstone Ponds 2nd Addition,
Lots 1 – 6, inclusive, Block 5, Blackstone Ponds 2nd Addition,
Lots 1 – 6, inclusive, Block 6, Blackstone Ponds 2nd Addition,
Lots 1 – 6, inclusive, Block 7, Blackstone Ponds 2nd Addition,
Outlots A, B, and C, Blackstone Ponds 2nd Addition,

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

EXHIBIT B

LIST OF DEVELOPMENT PLANS

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

Wetland Buffer Averaging
Plan

Sathre-Bergquist, Inc.

Tree Survey
(Sheets 22-23 of 27)

Sathre-Bergquist, Inc.

Details
(Sheets 24-27 of 27)

Sathre-Bergquist, Inc.

* Final revisions made on _____.

The above-listed Development Plans were approved by the City Engineer on August _____, 2016.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Blackstone Ponds 2nd Addition (the "City Engineer Memos"):

1. Email correspondence from Paula Kalinosky at Emmons & Oliver Resources, Inc. to City Engineer dated June 28, 2016;
2. Memo from Justin Ernst at Bolton & Menk, Inc. to City Engineer dated June 28, 2016;
3. Memo from Mike Edwards and Nicole Portugal to City Engineer dated June 28, 2016;
4. Memo from Greg Brown at Kimley Horn to City Planner dated June 29, 2016.

The City Engineer Memos are on file with the City.

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

EXHIBIT C

DEVELOPER IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or December 31, 2016, whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit or December 31, 2016, whichever occurs first	utilities (sanitary sewer and water lateral and trunk lines)
X	prior to obtaining a building permit or December 31, 2016, whichever occurs first	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit or December 31, 2016, whichever occurs first	gravel base for streets
X PUBLIC	prior to obtaining a building permit or December 31, 2016, whichever occurs first	base bituminous course for streets
X PUBLIC	December 31, 2016	grading for Mendota / Lebanon Greenway Trail
X PUBLIC	June 30, 2017	final pavement for Mendota Lebanon Greenway Trail
X PUBLIC	prior to obtaining a building permit or December 31, 2016, whichever occurs first	storm water facilities (storm sewer pipes, infiltration basins, water quality pre-treatment facilities) functional to level approved by City Engineer

X PUBLIC	December 31, 2017	final completion of storm water facilities (storm sewer pipes, infiltration basins, water quality pre-treatment facilities) as approved by City Engineer
X	prior to issuing certificate of occupancy for the individual subject lot	lot landscaping
X PUBLIC	See Section 4.4	street signage
X PUBLIC	December 31, 2017	final wear course of bituminous for City streets and street lights
X PUBLIC	June 30, 2017	sidewalks

EXHIBIT D

CITY IMPROVEMENTS

The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT.

EXHIBIT E

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide cash deposit for the engineering escrow amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must provide to the CITY the sealcoating payment of \$_____ with regard to the street in the DEVELOPER IMPROVEMENTS as required under section 9 of Exhibit E.
 - e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
 - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT.
 - g.) DEVELOPER must execute and deliver the documents listed in paragraph 14 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - h.) DEVELOPER must pay the connection fees referenced in section 6 of this Exhibit E.
 - i.) DEVELOPER has paid \$_____ towards the NWA Environmental Studies Fee pursuant to City Code Section 10-3-8C.
 - j.) DEVELOPER must pay \$_____ for the computerized water model for drinking water system as referenced in section 18 of this Exhibit E.

- k.) DEVELOPER must pay \$ _____ for storm water model updating by Emmons & Oliver Resources, Inc. as referenced in section 19 of this Exhibit E.
 - l.) DEVELOPER must pay the park dedication fee referenced in section 5 of this Exhibit E.
- 2.) **BUILDING PERMIT FOR LOTS.** No building permit may be obtained for any lot in the Plat of Blackstone Ponds 2nd Addition until the following conditions have been met in accordance with the DEVELOPMENT PLANS and in any event, **no later than December 31, 2016** the following conditions must be met:
- a.) All the conditions in section 1 of this Exhibit E have been met.
 - b.) The PLAT is recorded with the Dakota County Recorder.
 - c.) The DEVELOPMENT CONTRACT and all of the documents listed in section 14 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
 - d.) All sanitary sewer and water lateral lines have been installed; and all sanitary sewer and water trunk lines and sanitary sewer force mains have been installed and are operational.
 - e.) Sanitary sewer and water service have been installed.
 - f.) All grading, drainage and erosion control must be completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
 - g.) All storm water facilities, including any storm sewer pipes, infiltration basins, water quality pre-treatment facilities and appurtenances must be functional to a level reasonably approved by the City Engineer.
 - h.) The gravel sub-base for the streets within the PLAT has been installed and the base course of bituminous for the streets must be installed.
 - i.) The DEVELOPER must have received approval from the CITY and must have recorded the homeowner association documents required by section 13 of this Exhibit E.
 - j.) By June 30, 2017, the final wear course of bituminous for the Mendota Lebanon Greenway trail must be installed.

- k.) Prior to the CITY issuing a building permit for any individual lot in the plat of Blackstone Ponds 2nd Addition, all retaining wall permits must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the plat of Blackstone Ponds 2nd Addition that is to have a retaining wall, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the CITY.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to the issuance of any certificate of occupancy for any lot in the PLAT, and in any event, **no later than December 31, 2017**, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in sections 1 and 2 of this Exhibit E must be satisfied.
- b.) Lot landscaping must be completed for the individual lot affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.
- c.) For those lots that are intended to have raingardens, the raingardens must be installed. All storm water facilities, including any storm sewer pipes, infiltration basins, water quality pre-treatment facilities and appurtenances must be complete.
- d.) By December 31, 2017, the final wear course of bituminous for the streets must be installed and the street lights must be installed.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 5.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per unit amount of \$4,000, multiplied by the number of units in the PLAT. There are 36 units and as a

result, the park contribution is \$144,000 (36 units multiplied by \$4,000 per unit). The park contribution fee of \$144,000 must be paid before the CITY signs the PLAT.

- 6.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

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

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

Northwest Area Fees	Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Connection Fees	\$75,475.40	\$47,320	\$80,990	\$203,785.40

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

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

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

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

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

to section 7 below.

The fees recited in this section 6 are subject to the adjustments stated in section 7 of this Exhibit E.

Section 6 of this Exhibit E only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

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

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

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

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

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

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

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

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

- a. The DEVELOPER shall prepare a legal description of the trail area in Outlots I and J of Blackstone Ponds 1st Addition.
- b. If the CITY and the COUNTY execute a Joint Powers Agreement whereby the COUNTY agrees to pay and reimburse the CITY for the cost of grading the trail and the cost of gravel sub-base and paving the trail at the amount of \$24.95 per linear foot, then in such case the DEVELOPER, upon written request by the CITY, shall grade the trail and install the gravel sub-base and construct the pavement for the trail in Outlots I and J, Blackstone Ponds 1st Addition. The CITY will make a decision to request the DEVELOPER to perform these tasks no later than the time that the DEVELOPER is scheduling construction of the streets within the PLAT of Blackstone Ponds 2nd Addition; provided, however, the DEVELOPER may extend this time for making the determination. The DEVELOPER shall provide to the CITY all contracts, invoices, contactor billings and other information necessary to evidence the actual linear feet that were paved. The cash reimbursement shall be based on the actual number of linear feet multiplied by the fixed price of \$24.95 per linear foot for the grading and pavement. After completion of the trail by the DEVELOPER and acceptance of the trail by the CITY, the CITY shall reimburse DEVELOPER at the rate of \$24.95 per linear foot for the grading and pavement. The estimated linear feet of the trail is 862 linear feet.
- c. If the trail is damaged due to construction of improvements or construction of homes in Blackstone Ponds 2nd Addition or Blackstone Ponds 3rd Addition, then the DEVELOPER, at its own cost, is responsible to repair the damage to the satisfaction of the CITY Engineer.

9.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the plat of Blackstone Ponds 2nd Addition to protect and enhance the lifespan of the streets. The sealcoating will be completed by the CITY approximately three (3) years after the installation of the final wear course of bituminous pavement. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of \$_____ for the work.

The amount of \$_____ is due and payable by the DEVELOPER to the CITY at the time the PLAT is executed by the CITY. The CITY will complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER agrees that the sealcoating benefits the plat of Blackstone Ponds 2nd Addition.

10.) **TREE PRESERVATION.** If there are any tree preservation requirements in connection

with the PLAT, the conditions imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER.

- 11.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be determined by the local electric company.

DEVELOPER acknowledges that the lots within the Plat of Blackstone Ponds 2nd Addition are subject to the Street Light Agreement recorded as Dakota County Document No. 3093166 for the plat of Blackstone Ponds.

Notwithstanding anything to the contrary in the Street Light Agreement recorded as Dakota County Document No. 3093166, the DEVELOPER shall pay for the energy costs for all the street lights in the Plats of Blackstone Ponds and Blackstone Ponds 2nd Addition through the date of December 31, 2018. Thereafter, the energy costs for the street lights shall be paid by the owners of the buildable lots within the plats.

- 12.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall follow the erosion control requirements set forth in the attached Exhibit G. The DEVELOPER must make the builder aware of the erosion control requirements and must provide a copy to the builder of such requirements.

- 13.) **HOMEOWNERS ASSOCIATION.** The Blackstone Ponds Homeowners Association (“Association”) was formed on June 24, 2015 as a non-profit corporation. In connection with the creation of the Association, Developer filed a *Declaration of Common Interest Community No. 634, Blackstone Ponds Townhomes* recorded as Dakota County Document No. 3119844 and a *Corrective Common Interest Community Number 634 Blackstone Ponds Townhomes Declaration* recorded as Dakota County Document No. 3126743 (collectively the “Declaration”).

A condition of issuance of a certificate of occupancy is that the DEVELOPER record an amendment to the existing Declaration which amendment will add to the Declaration the property for which a certificate of occupancy is being issued.

Outlots A and B, Blackstone Ponds 2nd Addition shall be added to the Declaration when the Improvements in Outlots A and B are completed.

The amendment must be approved by the CITY prior to the issuance of a certificate of occupancy, which approval shall not unreasonably be withheld, delayed or conditioned.

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

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

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

b. DEVELOPER must execute two Restrictive Use Easement Agreements for the following lots within the PLAT:

- Outlot A, Blackstone Ponds 2nd Addition;
- Outlot B, Blackstone Ponds 2nd Addition.

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

c. DEVELOPER must execute an Acknowledgment of Planned Unit Development Zoning.

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

d. DEVELOPER must execute a Natural Area/Open Space Easement Agreement for the PLAT.

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

e. DEVELOPER must execute a Temporary Drainage and Utility Easement for Outlot C, Blackstone Ponds 2nd Addition.

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

f. DEVELOPER must obtain approval from the CITY and must record an amendment to the Association Declaration referenced in paragraph 13 of this Exhibit E.

The agreements and documents listed in this paragraph 14 (a) through (f), inclusive, must be recorded prior to any mortgage relating to any lots in the PLAT.

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

16.) **CONSENT REQUIREMENTS.** DEVELOPER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from

the DEVELOPMENT PLANS without first obtaining the following consents:

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

- 17.) **RETAINING WALL REQUIRMENTS.** Prior to the CITY issuing a building permit for any individual lot in the plat of Blackstone Ponds 2nd Addition, any retaining wall permit for that lot must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the plat of Blackstone Ponds 2nd Addition that is to have a retaining wall, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the CITY.
- 18.) **WATER MODELING.** As a result of the PLAT, the CITY incurred the expense of a computerized water model for drinking water system. At the time the PLAT is signed, the DEVELOPER shall pay the CITY an amount not to exceed \$_____ (per the quote from Stantec Consulting Services Inc.) to reimburse the CITY for this expense.
- 19.) **STORM WATER MODEL UPDATING.** As a result of the PLAT, the CITY incurred the expense of a storm water model updating by Emmons & Oliver Resources, Inc. At the time the PLAT is signed, the DEVELOPER shall pay the CITY the sum of \$_____ to reimburse the CITY for this expense.
- 20.) **REAFFIRMATION OF GOVERNING DOCUMENTS.** DEVELOPER agrees and reaffirms that all the lots in the PLAT of Blackstone Ponds 2nd Addition are subject to the terms and conditions of the following documents:
- Stormwater Reuse/Landscape Irrigation Facilities Maintenance Agreement for Plat of Blackstone Ponds 1st Addition recorded as Dakota County Document No. 3093159;
 - Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Plat of Blackstone Ponds 1st Addition recorded as Dakota County Document No. 3093160;
 - Stormwater Facilities Maintenance Agreement for Plat of Blackstone Ponds 1st Addition recorded as Dakota County Document No. 3093161;
 - Retaining Wall Maintenance Agreement for Outlots A, B, C, D, E, F, G, I and J, Blackstone Ponds 1st Addition recorded as Dakota County Document No. 3093162;
 - Agreement Relating to Landowner Improvements Within City Easement on Outlot D, Blackstone Ponds 1st Addition recorded as Dakota County Document No. 3093163;
 - Residential Street Light Agreement for Plat of Blackstone Ponds 1st Addition recorded as Dakota County Document No. 3093166.

EXHIBIT F

ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$7,500
2.)	Sanitary Sewer	\$134,284
3.)	Watermain	\$95,477.57
4.)	Storm Sewer	\$82,011.48
5.)	Street Construction (Streets & Concrete)	\$198,098.46
6.)	Street Lights	\$20,000
7.)	Mendota Lebanon Trail (grading and bituminous)	\$17,807.40
8.)	Construction debris clean up	\$10,000
9.)	Certified As-Builts	\$16,000
10.)	Landscaping	\$10,000
	SUBTOTAL	\$591,178.91
	Multiplied by	<u>1.25</u>
	TOTAL ESCROW:	\$738,973.64 say \$739,000

EXHIBIT F
ESCROW CALCULATION
(Continued)

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

- \$-72,000 City fees for inspection and engineering service (36 x \$2,000 per lot), including Kimley Horn, Emmons & Oliver Resources and Bolton & Menk
- \$-_____ Stantec water model charges, per proposal
- \$-_____ Emmons & Oliver Resources storm water model update, per proposal
- \$-0- Consultant fees for project management and contract administration (Bolton & Menk)

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

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

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

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

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

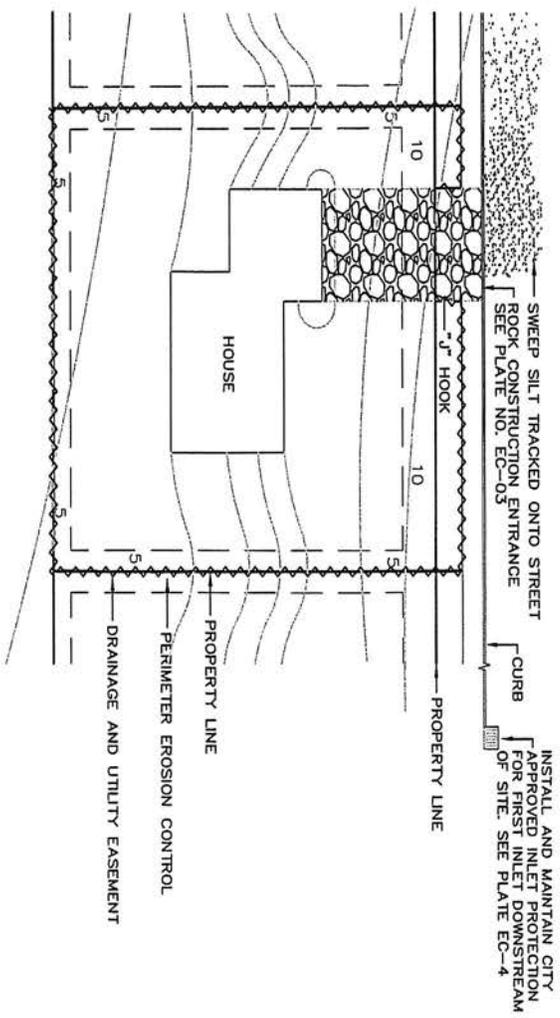
- a.) all of the lawn or vegetative cover has been established to the reasonable satisfaction of the City with respect to the infiltration basins in the plat of Blackstone Ponds.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$_____, plus the engineering consultant proposal amounts referenced above, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

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

EXHIBIT G

LOT EROSION CONTROL REQUIREMENTS



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

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

PUD ZONING ACKNOWLEDGMENT AGREEMENT
FOR THE PLAT OF BLACKSTONE PONDS 2nd ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS PUD ZONING ACKNOWLEDGMENT AGREEMENT (Agreement) is made this 22nd day of August, 2016, between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (herein referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

WHEREAS, Owner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in Exhibit A.

NOW THEREFORE, the parties hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to Planned Unit Developments, and subject to the Planned Unit Development Plans that have been approved by the City on August 22, 2016, listed on the attached Exhibit B (the Development Plans) and subject to any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinance relating to Planned Unit Developments, the Development Plans shall supersede.

The parties also hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to the Northwest Area Overlay District any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinances relating to the Northwest Area Overlay District, the Development Plans shall supersede.

This Agreement shall be binding upon the parties hereto and any successors and assigns, and all subsequent parties who obtain an ownership, contract, leasehold, or any other interest in the property, and shall inure to the benefit of the parties hereto any successors, assigns, or transferees, and shall run with the land described on the attached Exhibit A.

The parties further acknowledge and agree that at Owner's expense this Agreement shall be filed with the Dakota County Recorder's office against the property described in Exhibit A.

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

IN WITNESS WHEREOF, Landowner and the City of Inver Grove Heights have caused this PUD Zoning Acknowledgement Agreement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 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

EXHIBIT A
LEGAL DESCRIPTION

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

Lots 1 – 4, inclusive, Block 1, Blackstone Ponds 2nd Addition,

Lots 1 – 4, inclusive, Block 2, Blackstone Ponds 2nd Addition,

Lots 1 – 6, inclusive, Block 3, Blackstone Ponds 2nd Addition,

Lots 1 – 4, inclusive, Block 4, Blackstone Ponds 2nd Addition,

Lots 1 – 6, inclusive, Block 5, Blackstone Ponds 2nd Addition,

Lots 1 – 6, inclusive, Block 6, Blackstone Ponds 2nd Addition,

Lots 1 – 6, inclusive, Block 7, Blackstone Ponds 2nd Addition,

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

EXHIBIT B
LIST OF APPROVED PUD DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
-------------	-------------------------------------	------------------------

[to be inserted upon approval by City]

RESTRICTIVE USE EASEMENT AGREEMENT
FOR OUTLOT A, BLACKSTONE PONDS 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR OUTLOT A, BLACKSTONE PONDS 2ND ADDITION (Easement Agreement) is made this 22nd day of August, 2016, by and between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over those portions of the Property described and depicted on Exhibit B as “Restricted Easement Area #1” and “Restricted Easement Area #2”, attached hereto (hereinafter referred to collectively as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties,

and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.

- b) **Notice of Non-Compliance; Cure Period.** If the City’s Director of Public Works (“DPW”) determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.
- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all

procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Outlot A, Blackstone Ponds 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

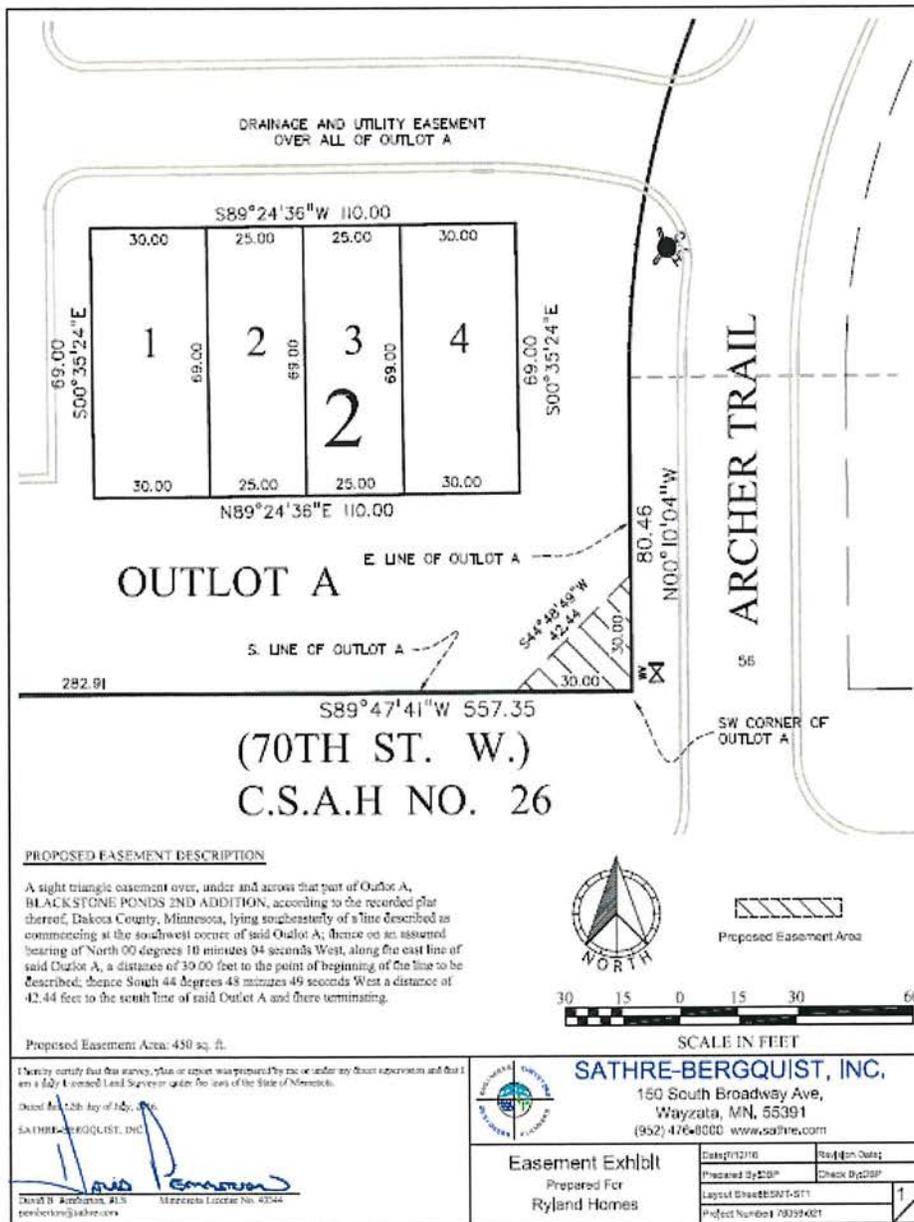
Outlot A, Blackstone Ponds 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA
(Restricted Easement Area #1 and Restricted Easement Area #2)

Restricted Easement Area #1:

A sight triangle easement over, under and across that part of Outlot A, BLACKSTONE PONDS 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of a line described as commencing at the southwest corner of said Outlot A; thence on an assumed bearing of North 00 degrees 10 minutes 04 seconds West, along the east line of said Outlot A, a distance of 30.00 feet to the point of beginning of the line to be described; thence South 44 degrees 48 minutes 49 seconds West a distance of 42.44 feet to the south line of said Outlot A and there terminating.

Proposed Easement Area: 450 sq. ft.

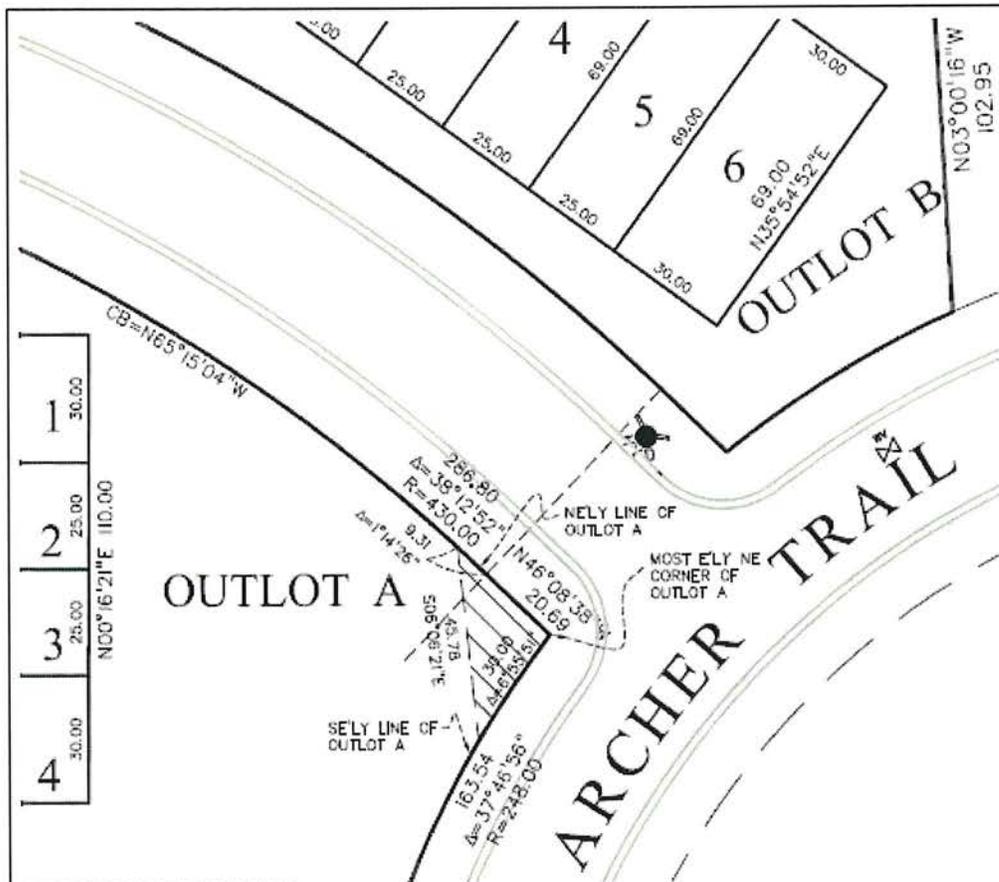


AND

Restricted Easement Area #2:

A sight triangle easement over, under and across that part of Outlot A, BLACKSTONE PONDS 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying easterly of a line described as commencing at the most easterly northeast corner of said Outlot A; thence on an assumed bearing of North 46 degrees 08 minutes 38 seconds West, along a northeasterly line of said Outlot A, a distance of 20.69 feet; thence northwesterly a distance of 9.31 feet along a tangential curve, concave to the southwest, having a radius of 430.00 feet and a central angle of 01 degrees 14 minutes 26 seconds to the point of beginning of the line to be described; thence South 06 degrees 06 minutes 21 seconds East a distance of 45.78 feet to the southeasterly line of said Outlot A and there terminating.

Proposed Easement Area: 436 sq. ft.



PROPOSED EASEMENT DESCRIPTION

A right triangle easement over, under and across that part of Outlot A, BLACKSTONE PONDS 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying easterly of a line described as commencing at the most easterly northeast corner of said Outlot A; thence on an assumed bearing of North 46 degrees 08 minutes 38 seconds West, along a northeasterly line of said Outlot A, a distance of 20.69 feet; thence northwesterly a distance of 9.31 feet along a tangential curve, concave to the southwest, having a radius of 430.00 feet and a central angle of 81 degrees 14 minutes 26 seconds to the point of beginning of the line to be described; thence South 06 degrees 06 minutes 23 seconds East a distance of 45.78 feet to the southeasterly line of said Outlot A and there terminating.

Proposed Easement Area: 436 sq. ft.



SCALE IN FEET

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

Dated this 12th day of July, 2016.

SATHRE-BERGQUIST, INC.

David B. Bergquist
 David B. Bergquist, #LS
 Minnesota License No. 43244
 david@sbinc.com



SATHRE-BERGQUIST, INC.

150 South Broadway Ave,
 Wayzata, MN, 55391
 (952) 476-0000 www.sathre.com

Easement Exhibit

Prepared For
 Ryland Homes

Category	Revision
Prepared By: D.B.	Check By: D.B.
Layout Sheet: BENT-572	1/1
Project Number: 73054001	1

RESTRICTIVE USE EASEMENT AGREEMENT
FOR OUTLOT B, BLACKSTONE PONDS 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR OUTLOT B, BLACKSTONE PONDS 2ND ADDITION (Easement Agreement) is made this 22nd day of August, 2016, by and between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement

Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to

special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.
9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.
10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.
11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Easement Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Easement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.
13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

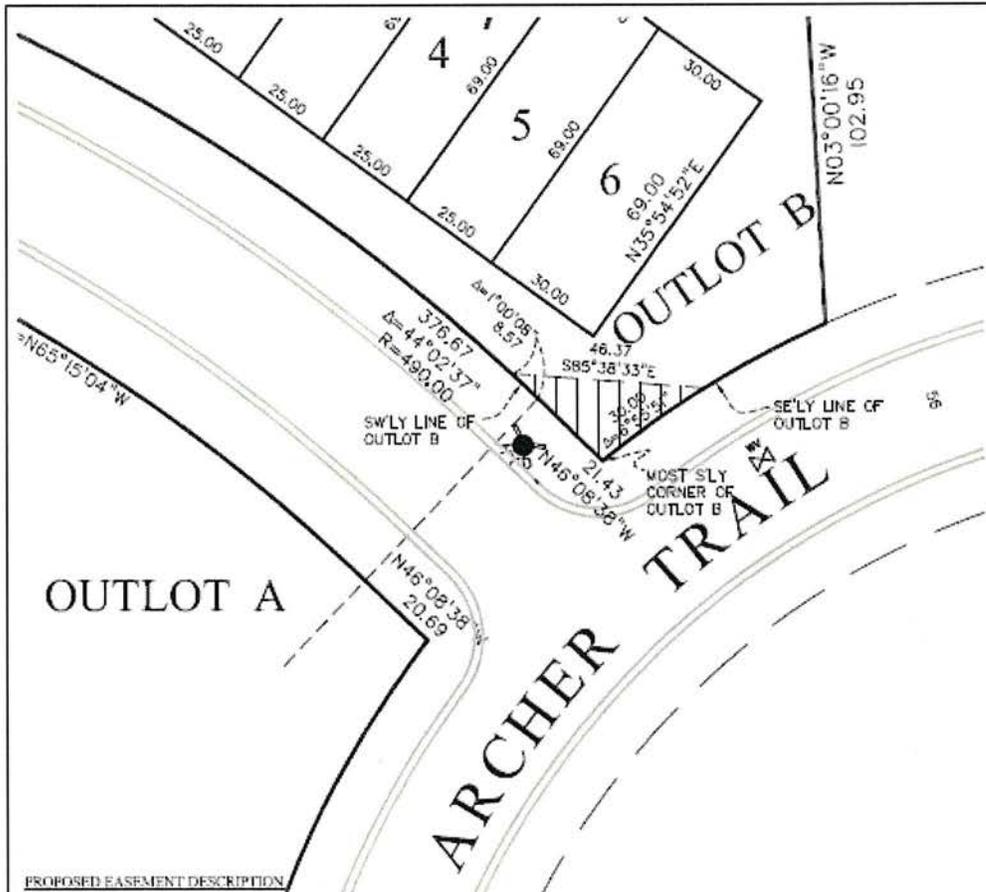
The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Outlot B, Blackstone Ponds 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A sight triangle easement over, under and across that part of Outlot B, BLACKSTONE PONDS 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southerly of a line described as commencing at the most southerly corner of said Outlot B; thence on an assumed bearing of North 46 degrees 08 minutes 38 seconds West, along a southwesterly line of said Outlot B, a distance of 21.43 feet; thence northwesterly a distance of 8.57 feet along a tangential curve, concave to the southwest, having a radius of 490.00 feet and a central angle of 01 degrees 00 minutes 08 seconds to the point of beginning of the line to be described; thence South 85 degrees 38 minutes 33 seconds East a distance of 46.37 feet to the southeasterly line of said Outlot B and there terminating.

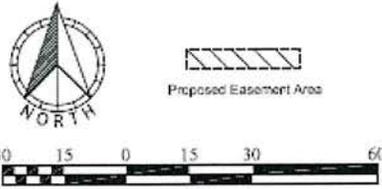
Proposed Easement Area: 431 sq. ft.



PROPOSED EASEMENT DESCRIPTION

A sight triangle easement over, under and across that part of Outlot B, BLACKSTONE PONDS 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southerly of a line described as commencing at the most southerly corner of said Outlot B; thence on an assumed bearing of North 46 degrees 08 minutes 38 seconds West, along a southwesterly line of said Outlot B, a distance of 21.43 feet; thence northwesterly a distance of 8.57 feet along a tangential curve, concave to the southwest, having a radius of 490.00 feet and a central angle of 01 degrees 00 minutes 08 seconds to the point of beginning of the line to be described; thence South 85 degrees 38 minutes 13 seconds East a distance of 46.37 feet to the southeasterly line of said Outlot B and thence terminating.

Proposed Easement Area: 433 sq. ft.



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

Dated this 12th day of July, 2016

SATHRE-BERGQUIST, INC.

David H. Emberton

David H. Emberton, P.L.S. Minnesota License No. 43244
peemberton@sathre.com

SATHRE-BERGQUIST, INC.
150 South Broadway Ave,
Wayzata, MN, 55391
(952) 476-8000 www.sathre.com

Easement Exhibit
Prepared For
Ryland Homes

Date: 7/12/16	Revision Date:
Prepared by: DHE	Check by: DHE
Layout Sheet: 0017-073	1/1
Project Number: 783894021	

NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT
FOR PLAT OF BLACKSTONE PONDS 2nd ADDITION

THIS NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT (“Easement Agreement”) is made this 22nd day of August, 2016, by and among CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation, hereinafter referred to as "Grantor" and City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City" and Blackstone Ponds Homeowners Association, a Minnesota non-profit corporation, hereinafter referred to as “Association”. Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
TERMS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below. All other capitalized terms shall have the meaning given to them in the Development Contract.

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

1.3 Grantor. “Grantor” means CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation, and its successors and assigns.

1.4 Property. “Property” means the following property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

- a. Outlot B, Blackstone Ponds 2nd Addition, according to the plat of Blackstone Ponds 2nd Addition (hereinafter “Plat”) on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota;

1.5 Natural Area/Open Space. “Natural Area/Open Space” means that portion of the Property legally described and depicted on the attached Exhibit A.

1.6 Lot Owners. “Lot Owners” means the respective fee title owners of the Property, and their successors and assigns.

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

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

IF TO GRANTOR: CalAtlantic Homes
7599 Anagram Drive
Eden Prairie, MN 55344

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

1.8 Development Contract. “Development Contract” means that certain Development Contract for the plat of Blackstone Ponds 2nd Addition between City and Grantor dated August 22, 2016.

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

ARTICLE 2 **RECITALS**

2.1 Grantor owns Outlot B, Blackstone Ponds 2nd Addition.

2.2 Grantor will transfer Outlot B, Blackstone Ponds 2nd Addition to the Blackstone Ponds Homeowners Association.

2.3 The parties wish to enter into an agreement which will grant to the City conservation and open space easement for conservation and preservation of the terrain and vegetation over the Natural Area/Open Space.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and in consideration of the agreements contained herein, it is agreed by the parties as follows:

ARTICLE 3
WARRANTIES AND REPRESENTATIONS OF GRANTOR

- 3.1 Grantor is the fee owner of Outlot B, Blackstone Ponds 2nd Addition.
- 3.2 Grantor has marketable fee title to Outlot B, Blackstone Ponds 2nd Addition.
- 3.3 Grantor is the fee title owner of the Natural Area/Open Space contained within Outlot B, Blackstone Ponds 2nd Addition.
- 3.4 With respect to the Natural Area/Open Space, Grantor represents and warrants as follows:
- a.) That Grantor has not used, employed, deposited, stored, disposed of, placed or otherwise knowingly allowed to come in or on the Natural Area/Open Space, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et seq., or Minn. Stat., Sec. 115B.01, et seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");
 - b.) That Grantor has not knowingly allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Natural Area/Open Space any Hazardous Substances;
 - c.) To the best of Grantor's knowledge, no previous owner, occupant or possessor of the Natural Area/Open Space, deposited, stored, disposed of, placed, or otherwise allowed in or on the Natural Area/Open Space any Hazardous Substances.

ARTICLE 4
GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER NATURAL AREA/OPEN SPACE

- 4.1 **Grant of Perpetual Conservation and Open Space Easement over Natural Area/Open Space.** Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Natural Area/Open Space for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Natural Area/Open Space. The City hereby accepts such easement.
- 4.2 **Perpetual Duration.** The duration of the Conservation and Open Space Easement with respect to the Natural Area/Open Space is perpetual.
- 4.3 **Preservation Predominately in Undeveloped Condition.** Except as otherwise stated in this Easement Agreement, the Natural Area/Open Space shall be preserved

predominately as an undeveloped area and shall not be used in such a manner which would change or alter the undeveloped condition of the Natural Area/Open Space.

4.4 Restrictions. Except as necessary for grading, landscaping, and construction of streets, water, sanitary sewer, storm water, pedestrian trails and other utilities as described and depicted in the Development Plans in the Development Contract and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Natural Area/Open Space:

- a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Natural Area/Open Space without the prior written consent of the City.
- b.) No vehicles or machinery shall be stored, placed upon, or parked on the Natural Area/Open Space without the prior written consent of the City.
- c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Natural Area/Open Space without the prior written consent of the City. There shall be no dredging, drilling, mining of any nature whatsoever of the Natural Area/Open Space.
- d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Natural Area/Open Space without the prior written consent of the City. There shall be no waste, trash or garbage placed, dumped or stored upon the Natural Area/Open Space.
- e.) No trees, shrubs, or other vegetation shall be planted upon the Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a danger to person and property may be removed without obtaining any consent from the City.
- f.) No change in the general topography or grade of the Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.

4.5 Exceptions To Restrictions. The following are exceptions to the restrictions set forth in Section 4.4:

- a.) Nothing contained herein shall impair any right of City or Grantor now held or hereafter acquired to construct or maintain private utilities within public drainage and utility easements or public utilities (including storm water facilities and irrigation systems that discharge storm water) within public drainage and utility easements to the extent depicted in the Development Plans that are also in or on the Natural Area/Open Space.

- b.) Nothing contained herein shall restrict the rights of the City to use the Natural Area/Open Space in the manner set forth in Article 7 hereof.
- c.) Within the Natural Area/Open Space, benches may be installed, grass and lawns may be planted and Lot Owners may mow the grass and lawns.
- d.) Walking, hiking and pedestrian travel are permitted in the Natural Area/Open Space.
- e.) The Natural Area/Open Space may be used for passive or active recreation; provided however, if the Natural Area/Open Space is used for active recreation, the impervious cover shall not exceed 5% of the total required Natural Area/Open Space.
- f.) Nothing contained herein shall prevent or restrict the right of the Grantor to construct, maintain and use a paved walking or hiker/biker path in or on the Natural Area/Open Space, provided the total impervious surface of which shall not be more than 5% of the total required Natural Area/Open Space.
- g.) Notwithstanding anything to the contrary contained in this Agreement and notwithstanding the restriction contained in Section 4.5(f) of this Agreement, the City or the County of Dakota may construct and maintain the Mendota Lebanon Greenway Trail in the Natural Area/Open Space.
- h.) Notwithstanding anything to the contrary contained in this Agreement, the Lot Owner of the Property may place, locate, and use the following items within the Natural Area/Open Space:
 - Private irrigation system; and reasonable access for such systems as approved by the City

4.6 Maintenance Obligations of Lot Owners. The following are the maintenance obligations of the Lot Owners with respect to the Natural Area/Open Space:

- a.) If the City determines that any tree(s), alive or dead, in the Natural Area/Open Space pose a potential danger, then upon request of the City the Lot Owners, at their own cost and expense, shall remove such tree(s).
- b.) The Lot Owners shall be responsible for removing noxious weeds, junk, litter and diseased, dead and downed trees from the Natural Area/Open Space.
- c.) The Lot Owners shall maintain the Natural Area/Open Space subject to the provisions stated herein.

- d.) The Lot Owners shall maintain and repair the Corner Posts referenced in Article 5 hereof and the Lot Owners shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Lot Owners shall replace the Corner Posts.

ARTICLE 5
OTHER DUTIES AND OBLIGATIONS

5.1 Indemnification of City By Grantor. Grantor shall indemnify, defend, and hold the City harmless, against any and all loss, costs, damage and expense, including reasonable attorneys fees and costs, resulting from Grantor's breach of the warranties and representations in Section 3.4 hereof.

5.2 Indemnification of City By Lot Owners. The Lot Owners shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees that the City incurs or suffers, which arise out of, result from or relate to the failure by the Lot Owners to observe or perform any covenant, condition, obligation or agreement on, its part to be observed or performed under this Easement Agreement.

5.3 Installation of Corner Posts. Natural Area/Open Space. Before construction commences on the Property, Grantor shall install stakes to demarcate the boundaries of the Natural Area/Open Space.

Prior to any Certificate of Occupancy being issued for any lot in Blackstone Ponds 2nd Addition, or prior to November 30, 2016, whichever occurs first, the Grantor, at its sole cost and expense, shall construct and install permanent four (4) inch by four (4) inch posts ("Corner Posts") at the boundaries of the Natural Area/Open Space. The exact location of the Corner Posts and the number of Corner Posts shall be determined by the City Planner. The Corner Posts may be metal stakes, if the types of metal stakes are approved by the City Planner.

The Lot Owners shall maintain the Corner Posts after installation.

ARTICLE 6
CITY REMEDIES FOR NONCOMPLIANCE

6.1 Remedies At Law. If the Grantor or Lot Owners do not comply with this Easement Agreement, the City shall have all remedies available to it at law and in equity; provided however, the City shall not be entitled to consequential damages or natural resources damages. In addition, the City shall have such further remedies as stated in this Article 6. No remedy herein conferred upon or reserved to the City shall be exclusive from any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Easement Agreement for now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any noncompliance or default shall impair any such right or power or shall be construed to be a

waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.2 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Lot Owners have not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Lot Owners of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Lot Owners will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Lot Owners to so comply, in which case the Lot Owners shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Lot Owners have commenced a suitable cure within the initial thirty (30) days.

Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Lot Owners to comply with the terms and provisions of this Easement Agreement, in the event of an emergency presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Lot Owners and without giving the Lot Owners thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs such emergency service work, the Lot Owners shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 6.3 and 6.4 with respect to the billing, collection and/or tax certification of such costs.

6.3 Payment of Costs Incurred by City. If the Lot Owners fail to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice or such other reasonable time as provided in Section 6.2, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Lot Owners.

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

6.4 Certification of Costs Payable With Taxes. If payment is not made as provided in Section 6.3, the City may certify to Dakota County the amounts due as payable with the real estate taxes in the next calendar year for the lot where the maintenance work was performed by the City; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Lot Owners waive any and all procedural and

substantive objections to the imposition of such usual and customary charges. The Lot Owners hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property. The Lot Owners waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Lot Owners acknowledge that the benefit from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the lot where the City performed the maintenance.

6.5 Obligation For Maintenance Notwithstanding Public Easement. The Lot Owners agree that their obligations relating to maintenance of the Easement Area and relating to complying with the terms and provisions of this Easement Agreement exists notwithstanding the existence of this Easement Agreement in favor of the City.

6.6 License to Enter. City hereby grants to the Lot Owners a temporary right and license to enter the Natural Area/Open Space for the purpose of performing the maintenance obligations described herein relating to the Natural Area/Open Space for the duration of the performance of the maintenance. The Lot Owners hereby grant the City a temporary right and license to enter the Property for the purpose of performing maintenance of the Natural Area/Open Space for the duration of the performance of the maintenance.

ARTICLE 7 **CITY USE OF THE NATURAL AREA/OPEN SPACE**

7.1 Other Rights of City. Notwithstanding anything to the contrary contained herein, the City, in its sole discretion, within the Natural Area/Open Space may:

- a.) Install, construct and maintain improvements to assure the safe condition of the public utilities and storm water facilities solely within the drainage and utility easements located within the Natural Area/Open Space; and
- b.) Install, construct and maintain public utilities and storm water facilities solely within drainage and utility easements located within the Natural Area/Open Space.

7.2 Right of Entry. Due to the location, type, and nature of Natural Area/Open Space and, the City may be required to access the Property to make modifications necessary to ensure the proper functioning of the Natural Area/Open Space. In that event, the Lot Owners hereby grant to the City, its agents, servants, representatives and contractors the right, privilege and license to enter upon the Property for the purposes of performing those modifications deemed necessary by the City and for all such purposes ancillary thereto. In this event, the Lot Owners waive all actions, causes of action and claims against the City, its agents, servants, representatives, and contractors for trespass on the Property. Notwithstanding the foregoing, nothing contained in this Section 7.2 shall be deemed or construed to grant the City any additional temporary or permanent easements in, over, across or under any portion of the Property.

7.3 **City Duties.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor or Lot Owners obligations contained in this Easement Agreement if the Grantor or Lot Owners fail to perform such obligations.

ARTICLE 8 **MISCELLANEOUS**

8.1 **Recording of Easement Agreement.** Contemporaneous with the recording of the plat of Blackstone Ponds 2nd Addition, this Easement Agreement shall be filed, at the Grantor's expense, with the Dakota County Recorder's Office.

8.2 **No Third Party Recourse.** Third parties shall have no recourse against the City or Grantor or the Lot Owners under this Easement Agreement.

8.3 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Easement Agreement shall run with the Property and Natural Area/Open Space and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

The parties also agree that this Agreement shall run with and be binding upon all after-acquired title of the Grantor or Association with respect to the Property.

To the extent that the lots contained with the Property become owned by multiple and different parties, the fee owner of each lot is a Lot Owner within the meaning of this Agreement, but the obligations under this Agreement of the fee owner of a particular lot apply only to the lot owned by the fee owner.

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

Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Easement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

8.8 Subject to Document No. 3093160. All of the lots in the plat of Blackstone Ponds 2nd Addition are subject to the terms and conditions of the Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Plat of Blackstone Ponds 1st Addition recorded as Dakota County Document No. 3093160.

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

IN WITNESS WHEREOF, City, Grantor and Association have caused this Easement Agreement to be executed as of the day and year aforesaid.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 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

**ASSOCIATION:
BLACKSTONE PONDS HOMEOWNERS ASSOCIATION**

By: _____

Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the President of Blackstone Ponds Homeowners Association, a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Blackstone Ponds Homeowners Association by authority of the Board of Directors of said non-profit corporation.

Notary Public

EXHIBIT A
NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION AND DEPICTION

That portion of Outlot B, Blackstone Ponds 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota shown as “Proposed Easement Area” on the following depiction and legally described as follows:

TEMPORARY STORMWATER PONDING, UTILITY AND DRAINAGE EASEMENT
FOR OUTLOT C, BLACKSTONE PONDS 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS TEMPORARY STORMWATER PONDING, UTILITY AND DRAINAGE EASEMENT FOR OUTLOT C, BLACKSTONE PONDS 2ND ADDITION (Easement) is made, granted and conveyed this 22nd day of August, 2016, between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever the following:

A temporary easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities, drainage, storm water ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains (hereinafter “**Temporary Easement**”) under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the “**Temporary Easement Area**”) attached hereto and incorporated herein by reference.

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

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

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Temporary Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate.

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

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and that it has good right to grant and convey the Temporary Easement herein to the City.

This Easement shall expire and be of no force and effect from and after the recording of any re-plat of the Landowner's Property approved by the City.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Outlot C, Blackstone Ponds 2nd Addition, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains lying over, under and across all of Outlot C, Blackstone Ponds 2nd Addition, Dakota County, Minnesota.

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

REPORT DATE: July 15, 2016

CASE NO: 16-24PUD

APPLICANT: CalAtlantic Group, Inc.

REQUEST: Final Plat and Final PUD Development Approval for Blackstone Ponds 2nd and 3rd Addition

MEETING DATE: July 19, 2016

LOCATION: North side of 70th Street, at Archer Trail

COMPREHENSIVE PLAN: LMDR-NWAPUD

ZONING: R-3B/PUD

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

CalAtlantic has submitted the final plat and final development plan for the last two phases of Blackstone Ponds. The request is for Final PUD Development Plan approval of Blackstone Ponds 2nd and 3rd Additions, and, Final plat approval for Blackstone Ponds 2nd Addition. The 3rd Addition will be submitted for Final Plat approval sometime in 2017.

Blackstone Ponds 2nd Addition consists of 36 townhome lots plus 3 outlots. The 3rd Addition consists of 22 townhome lots plus 1 outlot.

The City Council approved the preliminary plat and development plans for all three Blackstone neighborhoods on November 10, 2014 and approved the final plans for Blackstone Ponds 1st Addition on June 22, 2015.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 44 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. The following provides some additional detail on some of the individual approved plans:

Final Plat. The lot layout is the same as the preliminary plat. Outlots are being created around the lots as the common open space. There is one infiltration basin in Outlot A of the 2nd Addition. All of the open space outlots were created and dedicated with the first addition.

Site Plan. The site plan is consistent with the preliminary plans. The lot configuration and design in the 2nd addition are the same as the preliminary site plan.

Open Space Plan. There is some open space remaining along Outlot A of the 3rd Addition. This area will be established in an open space conservation easement as disturbed open space.

Landscape Plan and Tree Inventory. The submitted final plans are consistent with the preliminary plans.

Trail Plan. The first phase of construction work for the regional trail was done with the 1st Addition. The grading for the western area in 3rd Addition is or will be complete this summer including the retaining wall east of the pond. Since that area will be complete, the applicant anticipates install the entire (phase 1 & 2) trail system this year.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. The City Engineer has indicated the plans have addressed comments from engineering and the city's consultants. Overall, there are some minor issues yet to be resolved, but the review is down to final comment. This condition has been satisfied.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easements over all of Outlots A and C. There will be a temporary easement over Outlot B. This easement will be rededicated on the plat of the 3rd Addition. This condition has been satisfied.

Condition #4 relating to ownership of natural area/open space. The remaining outlots will be owned by the home owners association. These open space areas on private property and a portion of Outlot A, 3rd Addition will have disturbed open space conservation easement. Conservation easements are being drafted for these areas and will be part of the overall package the City Council will approve.

Condition #5 relating to park dedication. Park dedication will consist of a cash payment of \$4,000 per lot. With the 2nd Addition consisting of 36 lots, cash park dedication will equal \$144,000. With the 3rd Addition consisting of 22 lots, cash park dedication would equal \$88,000. If any fees change, current rates are collected at time of final plat release.

Condition #6 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and notes that the emergency access on the west side of the plat can be constructed with the 3rd Addition. No other comments were received.

Condition #7 relating to County Review. The final plat for the 2nd and 3rd has been reviewed by Dakota County and the plat is consistent with their right-of-way needs. This condition has been satisfied.

Condition #8 and #9 relating to storm water facilities maintenance agreement and responsibilities. The developer will be required to enter into a maintenance agreement with the City for all of the storm water features. The details of the agreement will be addressed during the development contract meeting which is currently in progress. The City Engineer is involved in the drafting of the agreements to insure all of the design elements of the Northwest Storm Water Manual are incorporated into the maintenance agreement. The City Council will review and take action on the maintenance agreement with the development contract.

Condition #10 relating to executing a conservation easement over those areas required for open space. Since some of the required open space will be in private ownership, the documents for approval will include conservation easements over the disturbed open space.

Condition #11 relating to payment of plat utility fees. The development contract will address the specific fees that the developer must pay before plat release as part of the funding for the infrastructure of the sewer and water for the Northwest Area. The Council adopted an ordinance which specifies fees to be paid at time of final plat release. There will also be additional fees collected at time of building permit for all residential structures. This condition was intended to state the developer's responsibility for paying these fees.

Condition #12 relating to credits given towards Northwest Area utility connection fees. The City Council has approved all credits that were part of the original preliminary approval for the three plats, Vista, Ponds and Ridge. This condition has been satisfied.

Condition #13 relating to payment of building permit fees. This condition was intended to state the developers are responsible for payment of building permit fees as noted in the condition. These fees are collected at time of building permit.

Condition #14 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 15 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record

for any future land owners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #16 relating to entering into a development contract. This process has begun. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #17 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to insure all documents are recorded.

Condition #18 relating to construction of sanitary sewer and water trunk lines for the plats. All of the necessary trunk sewer and water lines, including the lift station have been constructed and completed. This condition has been satisfied.

Condition #19 relating to maintenance of the private streets in Blackstone Ponds. The private roads are to be maintained by the homeowners association and this will be reflected in the development agreements.

Condition #20 relating to wetland buffers. A wetland buffer is shown on the plans around the DNR wetland on the north end of the site. The County regional trail will be constructed to the edge of the wetland buffer along most of this area.

Condition #21 relating to noise mitigation measures in home construction per overlay district. The building permit plans will be required to address the airplane noise mitigation measures that are listed in the ordinance. Plans will be reviewed by the Inspections Department.

Condition #22 relating to plans meeting the comments from the engineering consultants. The City Engineer has indicated the plans have addressed the comments from the city's consultants. There are a few minor changes yet to be addressed, but these will be addressed prior to council review. The City Engineer is comfortable with the plans and recommends approval.

Condition #23 relating to street lighting. The applicant has provided a street lighting plan which shows lights at street intersections. Lights are installed by the developer and lighting costs are eventually charged to the individual lots. This condition has been satisfied.

Condition #24 relating to trail easements for the Mendota-Lebanon Regional Trail. All necessary easements were dedicated with the first phase. The trail has been graded and sub-based constructed from 70th to end of phase 1 at this point. All of the necessary retaining walls are constructed. The developer will grade, construct and pave the entire trail through Ponds by the end of this construction season. This condition has been satisfied.

Condition #25 relating to boundaries of open space with marker posts. Engineering has created a post and sign template for developers to use to mark the open space boundary. The final location of the posts will be approved by Engineering and will be field inspected.

Condition #26 relating to setbacks. The plans reflect the required setback for the project.

Condition #27 relating to Blackstone Ridge open space. This condition has been satisfied.

Condition #28 relating to Blackstone Ridge and future alignment of Argenta Trail. This condition has been satisfied.

Condition #29 relating to overall project approval subject to comp plan amendment for Argenta Trail alignment. Both the City and County have approved the alignment of Argenta Trail. The Metropolitan Council approved the comp plan amendment relating to the road alignment change on May 19, 2015. This condition has been satisfied.

Condition #30 relating to 65th Street connection in Blackstone Ridge. This condition has been satisfied.

Condition #31 relating to collector street connections in Blackstone Ridge. This condition has been satisfied.

Condition #32 relating to collector streets 65th and 67th in Blackstone Ridge. This condition not applicable to this phase.

Condition #33 relating to storm water management in Blackstone Ridge. This condition has been satisfied.

Condition #34 relating to construction of utilities for Blackstone Ridge. This condition has been satisfied.

Condition #35 relating to maintenance of the emergency access to Blackstone Ponds. The emergency access will be constructed with the 3rd phase. Both the Fire Marshal and staff find the timing acceptable. The Fire Marshal will review and approved the plans when they are submitted.

Condition #36 relating to comments from the Director of Parks and Recreation. All issues with the regional trail have been addressed. The entire trail will be constructed and completed by the end of this construction season. This condition has been satisfied.

Condition #37 relating to impervious surface calculations per lot for the development. Overall impervious surface for the development was approved with the preliminary plans. The amount of building area is dictated by the size of the townhome lot. No other structures can be built outside of the individual townhome lot. This condition has been satisfied.

Condition #38 relating to parking in Blackstone Ponds. A parking plan has been prepared for balance of the project. The plan identifies parking potential for 19 cars along the internal street. Some additional parking can be accommodated on the individual unit driveways. While standard parking requirements are met with the two-car garage and driveway, Council wants to make sure there are additional parking spaces provided for guest parking. In this situation, additional parking is provided. This condition has been satisfied.

Condition #39 relating to city ordering public improvement projects for the trunk water main and sewer. All public improvements for the trunk water main and sewer have been constructed and complete. This condition has been satisfied.

Conditions #40 and #41 relating to funding the extension of trunk utilities. The City Council has approved the funding for the project. This condition has been satisfied.

Condition #42 relating to acquisition of easements for the trunk utility lines. All easements for the trunk sewer and water have been acquired. This condition has been satisfied.

Condition #43 relating to payment of all escrow account balances with plat release. Details of this condition are covered in the development contract.

Condition #44 relating to park dedication, utility connection and hook-up fees. This condition spells out how the fees will be calculated for the first three years after the project was originally approved. This is an ongoing condition that will be looked at with all three development neighborhoods.

ALTERNATIVES

A. **Approval.** Approval of the Final PUD Development Plans for Blackstone Ponds 2nd and 3rd Addition and Final Plat for 2nd Addition subject to the following conditions:

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

Preliminary PUD conditions of approval and site plat	
Final Plat of 2 nd Addition	
Site Plan	dated 6/6/16
Lighting, Signage and Guest Parking Plan	dated 6/6/16
Street Plan (3 sheets)	dated 6/6/16
Trail Plan	dated 6/6/16
Sanitary and Watermain Plan (3 sheets)	dated 6/6/16
Storm Sewer Plan (3 sheets)	dated 6/6/16
Rain Garden Plan	dated 6/6/16

Grading Plan (2 sheets)	dated 6/6/16
Erosion Control Plan	dated 6/6/16
Planting Plan (3 sheets)	dated 6/10/16

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

B. Denial. If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the final plat for the 2nd Addition and PUD development plans for Blackstone Ponds 2nd and 3rd Addition subject to the conditions stated above.

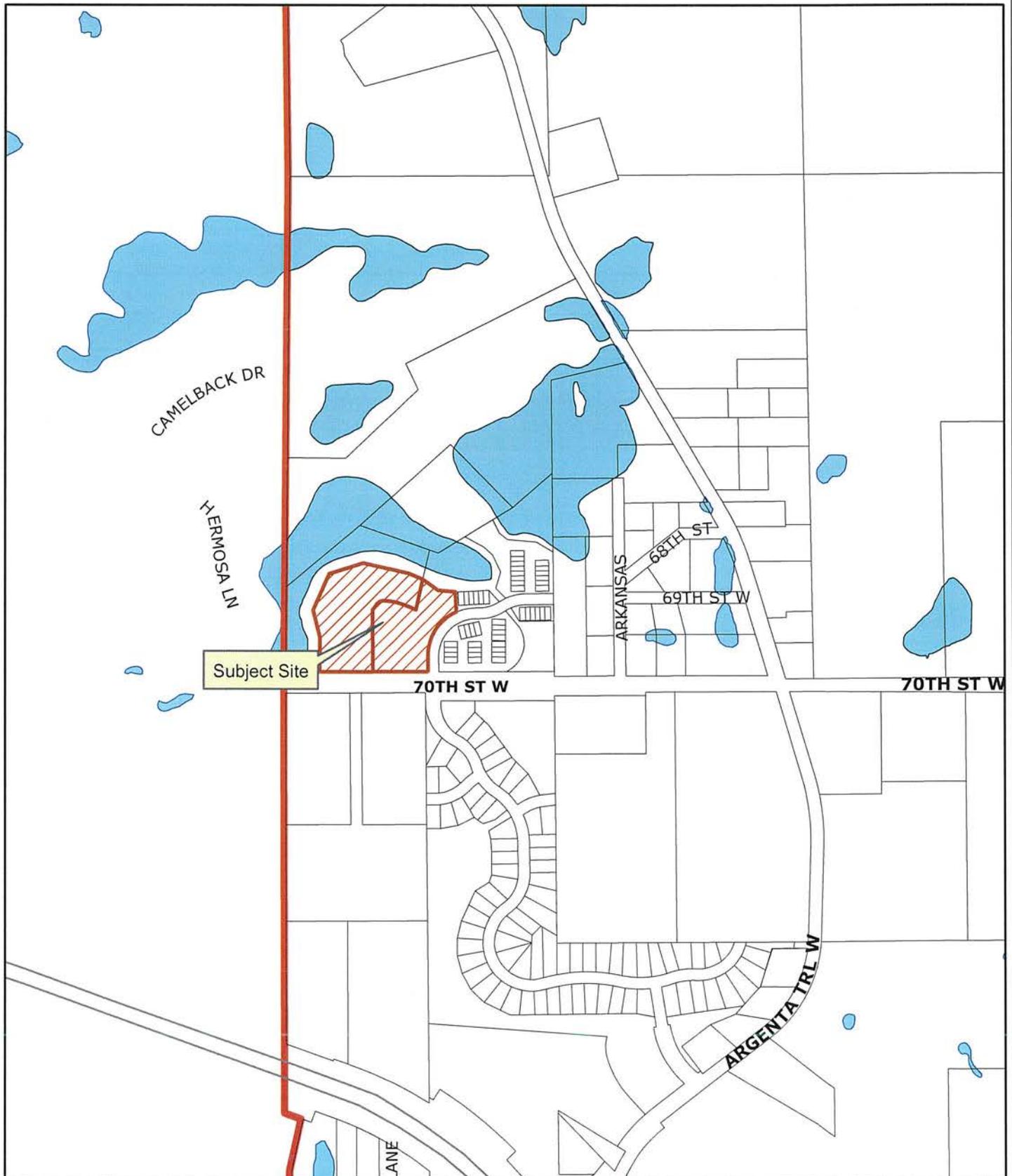
ATTACHMENTS:

- Site Location Map
- Applicant Narrative
- Preliminary PUD conditions of approval and site plan
- Final Plat 2nd Addition
- Site Plan
- Parking/Street Lighting Plan
- Final Street Plan
- Trail Plan
- Grading Plan
- Planting Plan



Location Map

Case No. 16-24PUD




CALATLANTIC
HOMES

continuing the legacies of Ryland and Standard Pacific

BLACKSTONE PONDS 2ND & 3RD ADDITIONS
PROJECT NARRATIVE

The parcel is located north of 70th Street at Archer Trail. The development is within the City's designated Northwest Area Overlay District and is subject to the Planned Unit Development (PUD) process. The Blackstone Preliminary Plat –PUD was approved in November 2014. Blackstone Ponds 1st Addition final plat and PUD was approved June 22, 2015 and recorded October 2, 2015. The following narrative is provided to the City for review and consideration of Blackstone Ponds 2nd Addition final plat and 2nd and 3rd Addition final PUD.

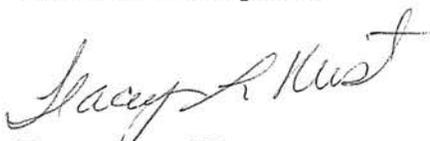
The 2nd and 3rd Additions are a continuation of Blackstone Ponds 1st Addition. The site will consist of both private and public roadways along with water, sanitary sewer and stormwater systems. The same basement townhomes that are currently being constructed in the 1st Addition are proposed again for the 2nd and 3rd Additions. The trail which will eventually become a regional trail will be extended through the 2nd and 3rd Addition to connect back to the 70th Street right-of-way.

The final PUD for the remaining portion of the property (2nd and 3rd Addition) is consist with the approved preliminary PUD. Blackstone Ponds 2nd Addition consists of 36 units within 7 buildings. Blackstone Ponds 3rd Addition will consist of 22 units within 5 buildings and is anticipated to be submitted for City approval in 2017.

CalAtlantic respectfully concludes that the request for final PUD and 2nd Addition Final Plat approval will allow for a seamless continuation of Blackstone Ponds 1st Addition while achieving the City goals and objectives for this area. Please feel free to contact me at (952) 229-6063 or tracey.rust@calatl.com with any questions.

Sincerely,

CalAtlantic Group, Inc.



Tracey Rust, PE
Entitlement Manager

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 14-194

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN FOR A THREE PARCEL PLAN TO BE KNOWN AS BLACKSTONE VISTA - 78 UNIT SINGLE FAMILY, BLACKSTONE PONDS - 104 UNIT MULTIPLE FAMILY, BLACKSTONE RIDGE - 118 UNIT SINGLE FAMILY

CASE NO. 14-22PUD)
(Jim Deanovic)

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City to be known as Blackstone Vista, Blackstone Ponds and Blackstone Ridge for property legally described as;

SEE EXHIBIT A

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on September 16 and October 7, 2014;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for Blackstone Vista, Blackstone Ponds and Blackstone Ridge is hereby approved subject to the following conditions:

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

Preliminary Plat of Blackstone Vista, Ponds, Ridge
Preliminary Revised Blackstone Ridge

8/14/14
9/6/14

Blackstone Ponds Alternative Access Plan	10/9/14
Preliminary Overall Site Plan of Blackstone	8/14/14
Preliminary Open Space Plan of Blackstone	8/14/14
Preliminary Grading and Drainage Plan	8/14/14
Preliminary Overall Utility Plan	8/14/14
Preliminary Landscape Plan	8/14/14
Preliminary Tree Inventory and Preservation Plan	8/14/14
Trail Plan	8/14/14

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works. Said plans shall address the comments from the City Engineer Memos dated 9-12-14 and 9-30-14, 11-4-14 (CSSP memo), 11-4-14 (Trunk Sewer Options memo) and 11-6-14.
3. Drainage and utility easements shall be provided on the final plats as required by the Director of Public Works.
4. When not in city owned outlots, the ownership of all of the natural area/open space shall be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. The approval of the preliminary Plat and PUD development plans are subject to approval by Dakota County.
8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner shall be responsible for the maintenance of storm water improvements on such lots.
9. The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

Type of Storm Water Improvement	Location of Storm Water Improvement	Responsible Party
Regional ponds	As identified by City	City of IGH
Infiltration basins	Throughout Site	Developer

Rain Gardens	Throughout Site	Developer
BMP's	Throughout Site	Developer

10. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Conservation and Open Space Easement over those portions of the development that are to be retained for required open space. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City's Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of the developer. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on identified property in the plat if the responsible party fails to pay the costs. The locations and descriptions of the conservation areas shall be determined with the final plat and final PUD review and approval.
11. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
12. At the time the final plat is recorded, the landowner/developer by written agreement with the city must pay the city the difference between (a) the Northwest Area utility connections fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water connection and sewer connection fee) that would have been payable for the densities shown for the subject property in the city's financial and connection fee analysis (prepared by Ehlers & Associates and amended from time to time) for the Northwest Area and (b) the Northwest Area utility connection fees and hookup fees that will be collected for the subject property per the actual density at which the subject property develops or an alternate agreed upon by the City Council. The fees as currently estimated are \$601,559. The fee shall be subject to the agreement outlined by Resolution No. 14-193 Authorizing the Application of Credits for the Plats of Blackstone Vista, Blackstone Ponds and Blackstone Ridge with Respect to the Obligation of the Developer and Owner for Payment of Connection and Hook-up Fees Stemming from the Shortage of Density in Such Plats.
13. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

14. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council
Parking Areas	City Council
Signage Location Plan	City Council

15. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
16. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
17. The following documents shall be recorded when the plat is recorded:
- Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Conservation Open Space Easement;
 - Acknowledgement of PUD Zoning;
 - Deeds for Outlots to City;
 - Deed for Lift Station Site
18. The City is in the process of planning, designing and constructing sanitary sewer and water trunk lines to provide trunk services for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The City shall identify which lines constitute lateral and which lines constitute service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines. The Developer shall construct the trunk utility lines within the boundaries of the platted area and the City shall reimburse the Developer (by a credit against the payable utility connection fees or otherwise) for the oversizing of such trunk

lines subject to and pursuant to an agreement between the City and the Developer to be arrived at as to what elements of oversizing are eligible for reimbursement and as to the rates of reimbursement; the agreement shall be a part of the development contract documents and shall be executed before construction begins.

19. All private streets in Blackstone Ponds shall be maintained by the Home Owners Association.
20. Prior to City Council review of the final PUD development plans, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan.
21. All residential construction shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Title 10-13F of the City Code.
22. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the Emmons and Oliver memorandums and Kimley-Horn memorandums.
23. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lights shall be paid for and installed by the developer. The street lighting plans shall be approved by the City prior to installation. The plans shall be subject to a street lighting utility fee determined by the City.
24. Separate trail easements shall be granted to the City for the trail system through the development. The City reserves the right to assign the trail easement to Dakota County for the Regional Mendota/Lebanon Greenway. The City/County shall be responsible for the maintenance of the trail and trail easement area. The developer shall be responsible for connecting the trail.
25. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
26. All setbacks standards identified on any of the plans shall reflect a 30 foot rear yard setback and shall be listed in the summary table on those plans including any 50 foot set backs from county roads and 75 feet from OHW of Lake 19-36P.
27. The design of Blackstone Ridge shall be modified to provide more contiguous open space similar in design to the plan prepared by staff and included with this report.
28. The final plat of Blackstone Ridge shall reflect the future alignment of Argenta Trail, as adopted by the City Council and Dakota County.

29. Final plat approval is subject to approval by the City of a comprehensive plan amendment to the transportation plan to the effect that realigned Argenta Trail will not be placed on the plat of Blackstone Ridge. The City shall use its best efforts to schedule studies, review and hearings so that the council can vote on the comprehensive plan amendment to the transportation plan on or about April 27, 2015.
30. The final design of Blackstone Ridge shall require a street connection to 65th Street and a connection to future Argenta Trail on the west side of the plat roughly just north of the existing wetland. The road connection point shall be subject to approval by Dakota County.
31. The connection point for Blackstone Ridge from 69th Street to Argenta Trail would be considered a temporary access by Dakota County. This access point may be required to be modified or abandoned. The final design and decision shall be subject to Dakota County. The developer is responsible for all costs associated with acquisition and construction of the connection and all relocated infrastructure improvements on this segment.
32. With regard to the future city collector streets of 65th Street and 67th Street affecting the plat of Blackstone Ridge, the Developer shall provide the following:
 - a. One-half of the required right of way dedication for 65th Street along the north boundary of the plat;
 - b. Full right of way dedication and construction of 67th Street from the western property line of the plat to a point 660 feet west of the east property line; and
 - c. One-half of the required right of way dedication of 67th Street from the east property line of the plat to a point 660 feet west of the east property line.
 - d. At the time of final plat the Developer shall pay to the City an amount equal to one-half of the cost of construction (as estimated by the Director of Public Works) for a full-width local street improvement for the east/west distances of proposed 65th Street and 67th Street where Developer is dedicating only one-half of the right of way for those segments; the construction costs shall be estimated based on a local street standard having a full width and Developer shall pay one-half of that amount in order to cover the one-half of right of way being dedicated but not being constructed with the plat.

In light of the dedications, required construction of a portion of 67th Street and required payment for road segments on 67th Street and 65th Street that will not be constructed at the time of plat as stated above, the City will agree that when the unbuilt segments of 67th Street and 65th Street are initially built, the plat of Blackstone Ridge will not be specially assessed for a local street improvement relating to those particular portions of 65th Street and 67th Street. The City reserves the right to specially assess Blackstone Ridge for the following:

- a. The difference in cost between the cost of a collector street and the cost of a local street improvement if 65th Street and 67th Street (or segments thereof) are initially built as collector streets; and
 - b. The cost to upgrade 65th Street and 67th Street to a collector street if such streets (or segments thereof) are initially constructed as local streets; and
 - c. Any improvements to 65th Street and 67th Street after the initial construction.
33. The Blackstone Ridge plan for stormwater management shall be modified to minimize the impact on existing regional basins as outlined by the City Engineer. Any impacts to existing regional basins shall be mitigated to the City's satisfaction.
 34. The final plat of Blackstone Ridge is subject to the City approving the design, acquiring rights of way and easements, approving the construction, and identifying funding of the extension of utilities, easterly from Blackstone Ponds or Blackstone Vista onto Blackstone Ridge along a route to be approved by the City Council.
 35. The emergency access to CSAH 26 in Blackstone Ponds shall be plowed and maintained at all times by the landowner or association.
 36. The Blackstone project shall be modified to address comments #1-11 from the memo prepared by the Director of Parks and Recreation dated September 10, 2014.
 37. Prior to final plat and final PUD approval, the developer shall identify a specific impervious surfaced maximum for each lot. This lot maximum must be listed in table on the approved plans.
 38. Prior to final plat and final PUD approval, a parking plan shall be prepared that shows the possible parking areas to determine approximately how many cars could be parked in the Ponds Development.
 39. Final plat approval is subject to the City Council ordering a public improvement project to extend trunk water main and trunk sanitary sewer to serve the parcels included in the plat; approving the project plans and specifications for that project; authorizing the acquisition of necessary easements over parcels not included in the plat, for construction of that project and awarding a construction contract for that project; approval of a financing plan for extension of public utilities, including trunk lines or an alternate agreed upon by the City Council.
 40. Final Plat approval is subject to the City approving a financing plan to construct public improvement projects and acquire easements from the current location of utilities in the City to the Blackstone Vista Plat, and from the Blackstone Ponds Plat to the Blackstone Ridge Plat.
 41. Final Plat approval is subject to the City approving bond financing or other means of financing to pay for the extension of trunk utilities to serve the plats.

42. Final Plat is subject to the City ordering a public improvement project and ordering acquisitions or condemnation processes to acquire and construct a street connection segment or multiple street connection segments from the Blackstone Ridge Plat to existing Argenta Trail.
43. Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred for review of the project including and including preparation of the DEVELOPMENT CONTRACT; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F of the future DEVELOPMENT CONTRACT.
44. The park dedication, utility connection and hook-up fees shall be paid at the times required by City ordinance. If the following fees become payable and are paid by the Developer within three years after preliminary plat approval (the time period from November 10, 2014 through November 10, 2017) then the Developer shall pay the following fees based and computed on the City's fee schedule in effect on November 10, 2014, without reference to subsequent adjustments upward or downward made by the City in the fee schedule:
 - a. Park Dedication Fees;
 - b. Water Plat Connection Fees;
 - c. Water Treatment Plant Fees;
 - d. Water Core Connection Fees;
 - e. Sanitary Sewer Plat Connection Fees;
 - f. Sewer Core Connection Fee;
 - g. Storm Water Plat Connection Fee.

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

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

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

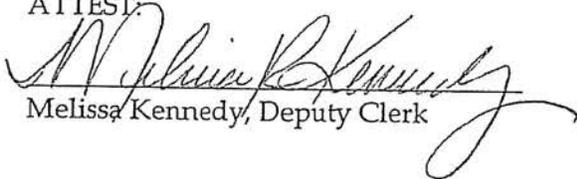
After November 10, 2017, the Water Building Permit Connection Fees and the Sanitary Sewer Building Permit Connection Fees shall be based and computed on the fee schedule then in effect when the Developer pays the fees without any reference to the above stated limitation and cap.

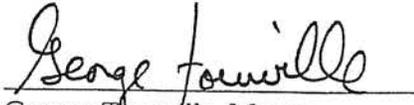
Passed this 10th day of November, 2014.

AYES: 5

NAYS: 0

ATTEST:


Melissa Kennedy, Deputy Clerk


George Tourville, Mayor

CONCEPT SKETCH DATA

LOT STANDARDS

MULTIFAMILY UNITS - DANCING WATERS UNITS
25' WIDE BY 52' DEEP

SETBACKS:
PRIVATE DRIVE - 22' FROM BACK OF CURB
PUBLIC STREET - 15' FROM ROW, 26' FROM BACK OF CURB

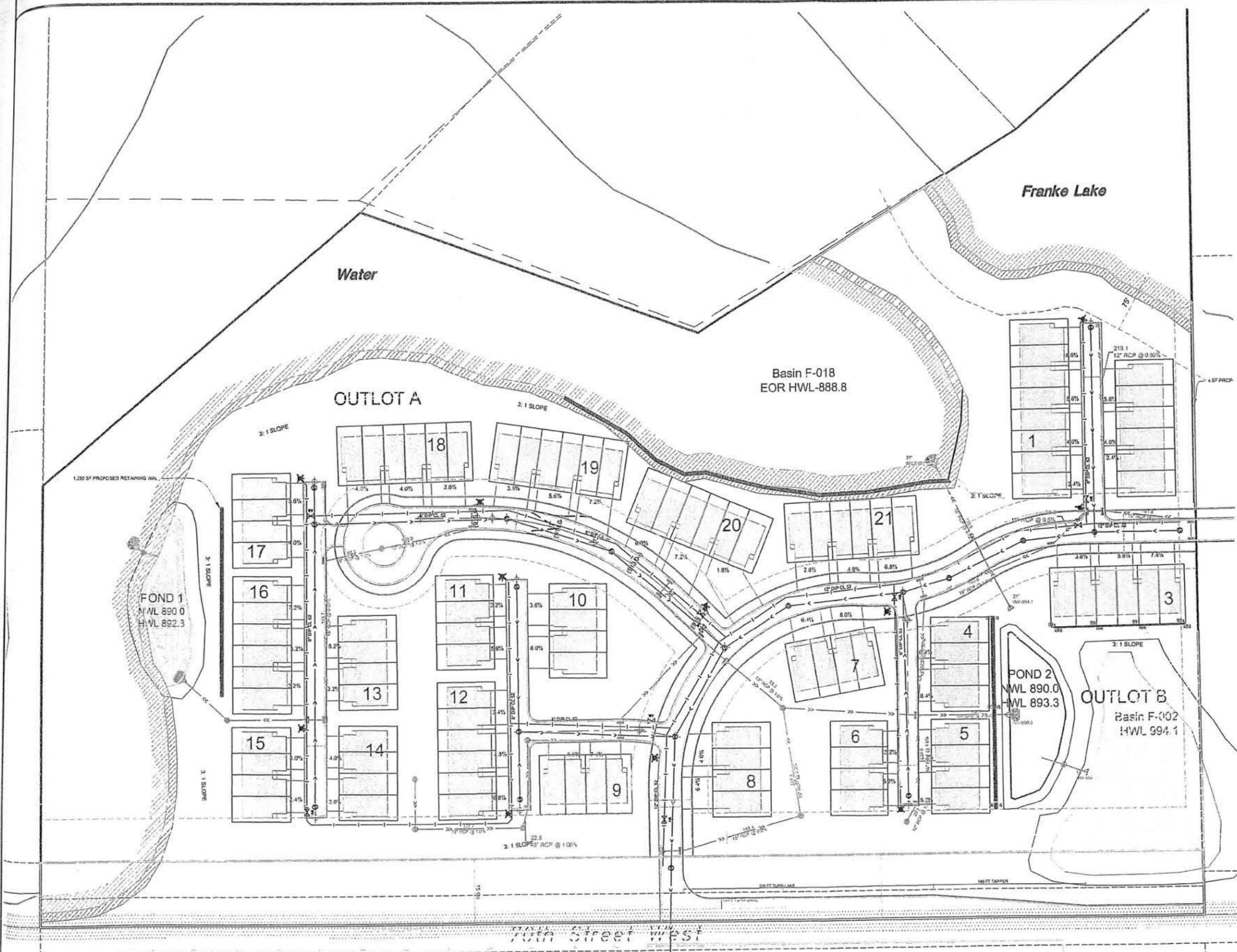
FRANKE LAKE - 75'

WETLANDS:
WETLAND BUFFER=DEPENDENT ON CLASS
BUFFER SETBACK 15'

PROPOSED ZONING: NORTHWEST AREA CORRIDOR - PUD

NOTES:

1. A WETLAND DELINEATION HAS NOT BEEN PREPARED FOR THIS PROPERTY. AN ACCURATE WETLAND DELINEATION COULD DRASTICALLY REDUCE THE NUMBER OF LOTS.



NORTH

PRELIMINARY PUD PLAN

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE SHANAHAN	01	DSG	06/09/14	PRELIMINARY REVISIONS
DRAWN BY	02	DSG	07/07/14	PRELIMINARY REVISIONS
CAW	03	DLS	08/13/14	CITY REVISIONS
CHECKED BY				
DLS				
DATE				
05/16/14				

NO.	BY	DATE	REVISIONS
01	DSG	06/09/14	PRELIMINARY REVISIONS
02	DSG	07/07/14	PRELIMINARY REVISIONS
03	DLS	08/13/14	CITY REVISIONS

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

Donald L. Schmidt
Name, P.E.
Date: 05/12/14 Lic. No. 26147



SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
INVER GROVE HEIGHTS, MINNESOTA

CONCEPT SKETCH
BLACKSTONE PONDS
JIM DEANOVIC

FILE NO.
1920-012
CS1
CS1

BLACKSTONE PONDS 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That The Ryland Group, Inc., a Maryland corporation, fee owner of the following described property situated in the County of Dakota, State of Minnesota to wit:

OUTLOT E and F, BLACKSTONE PONDS 1ST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

Have caused the same to be surveyed and platted as BLACKSTONE PONDS 2ND ADDITION and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said The Ryland Group, Inc., a Maryland corporation has caused these presents to be signed by its proper officer this _____ day of _____, 2016.

Signed: The Ryland Group, Inc.

By: _____
Operational Vice President

STATE OF MINNESOTA, COUNTY OF _____

This instrument was acknowledged before me on _____ by Michael W. DeVoe, Operational Vice President of The Ryland Group, Inc., a Maryland corporation

Notary Public, Minnesota My Commission Expires: _____ Print Name _____

I, Daniel L. Schmidt do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on the plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2016.

Daniel L. Schmidt, Licensed Land Surveyor
Minnesota License No. 26147

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me on _____, 2016, by Daniel L. Schmidt, Licensed Land Surveyor.

Notary Public, Hennepin County, Minnesota My Commission Expires: _____ Print Name _____

CITY PLANNING COMMISSION

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this _____ day of _____, 2016.

By: _____ Secretary By: _____ Chair

CITY COUNCIL OF INVER GROVE HEIGHTS

City of Inver Grove Heights, Minnesota

This plat was approved by the City Council of Inver Grove Heights, Minnesota, this _____ day of _____, 2016, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor By: _____ Clerk

DAKOTA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statute Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 2016.

By: _____
Todd B. Tollefson, Dakota County Surveyor

DAKOTA COUNTY BOARD

We do hereby certify that on the _____ day of _____, 2016, the Board of Commissioners of Dakota County, Minnesota, approved this plat of BLACKSTONE PONDS 2ND ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County contiguous plat ordinance.

Chair, County Board Attest: _____
County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS

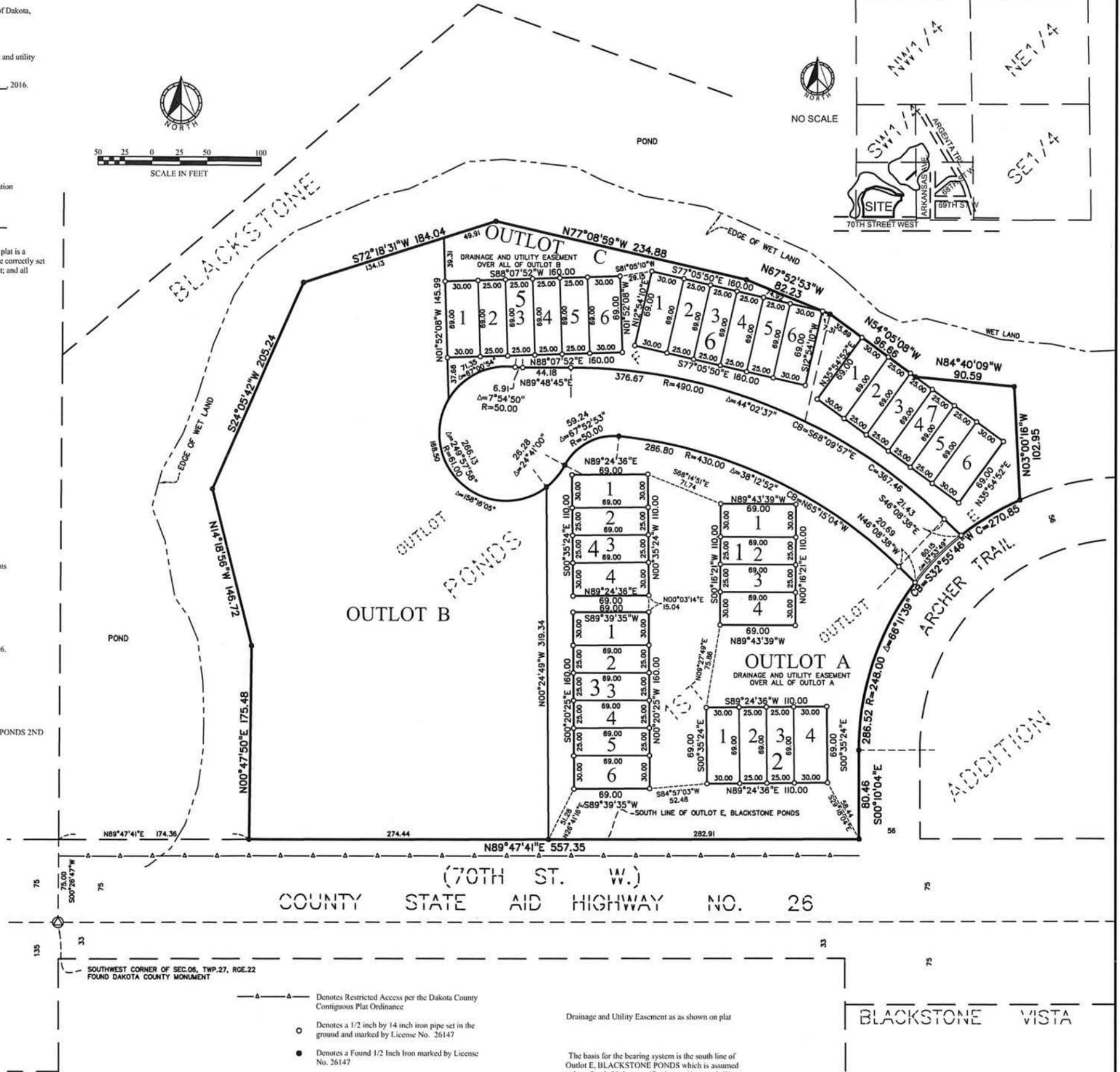
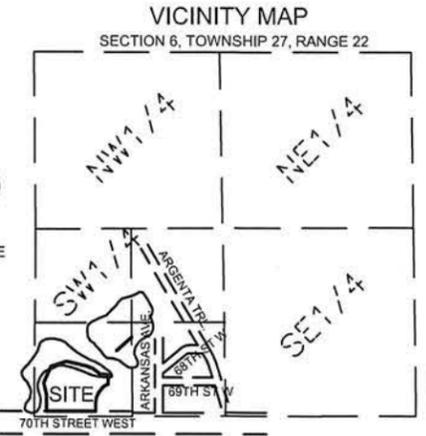
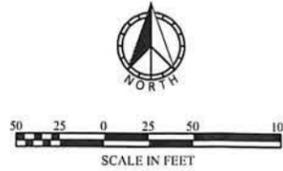
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20_____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2016.

By: _____ Director
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of BLACKSTONE PONDS 2ND ADDITION was recorded in the office of the County Recorder for public record on this _____ day of _____, 2016, at _____ o'clock _____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____

By: _____
County Recorder



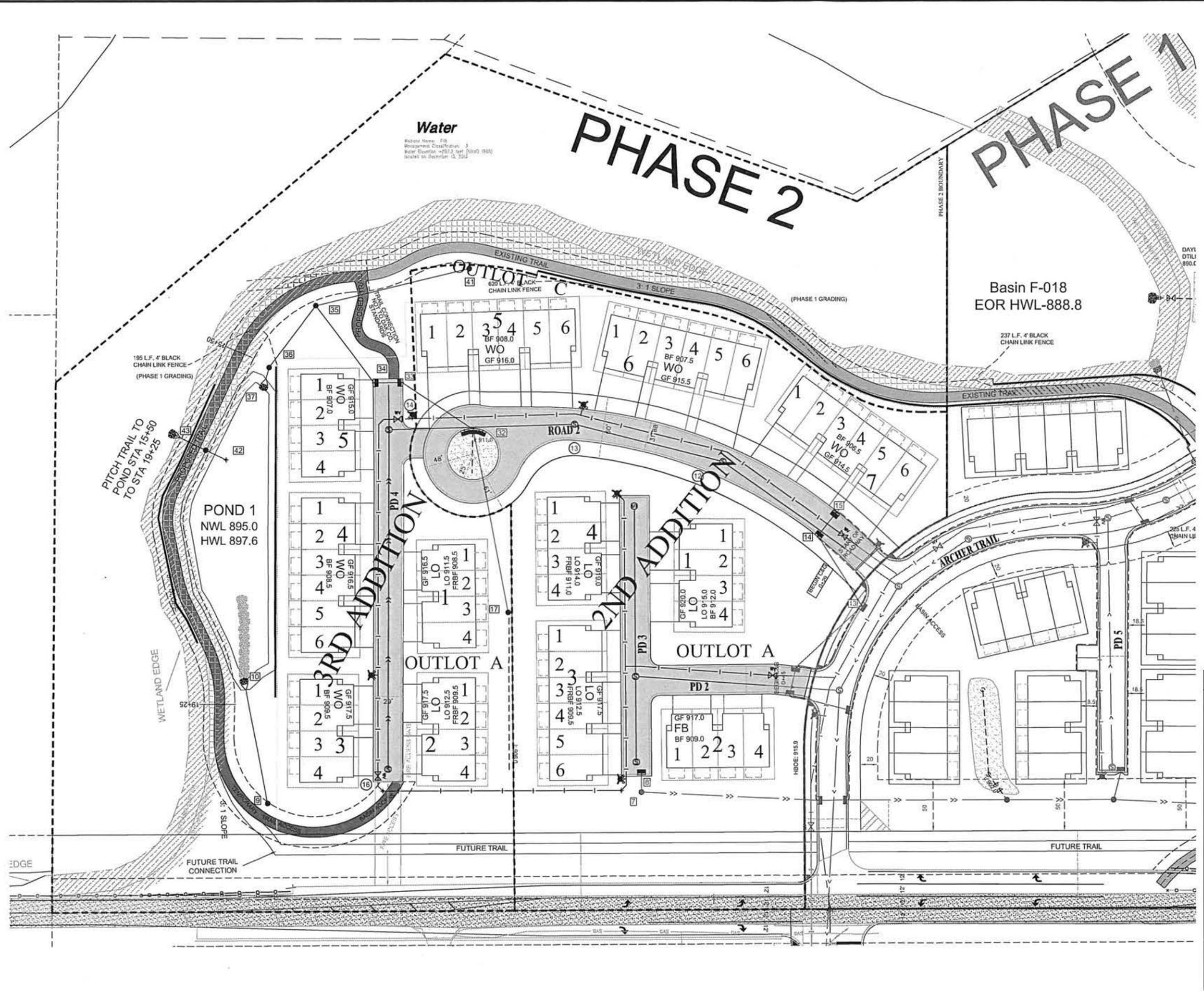
- ▲—▲— Denotes Restricted Access per the Dakota County Contiguous Plat Ordinance
- Denotes a 1/2 inch by 14 inch iron pipe set in the ground and marked by License No. 26147
- Denotes a Found 1/2 Inch Iron marked by License No. 26147
- ⊗ Denotes a Found Cast-Iron-Monument

Drainage and Utility Easement as as shown on plat

The basis for the bearing system is the south line of Outlot E, BLACKSTONE PONDS which is assumed to bear South 89 degrees 47 minutes 41 seconds West



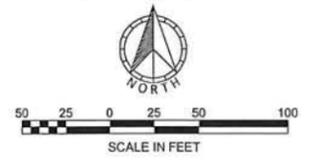
SATHRE-BERGQUIST, INC.



		Blackstone Ponds Phase 2	
Gross Area			24.82
75' - 70th Street West&Argenta Tr.			2.38
Wetland/Lake			5.54
Net Area			16.9
Trail Area	Phase 1		0.92
	Phase 2		0.54
Required Min Density			51
Open Space Dedication			4.5
		Total	
Net Area			16.9
Required Dedication(20%)			3.4
Undisturbed Dedication (10%)			1.7
Provided Dedication			7.44
Provided Undisturbed			1.51
		Total	
Outlet A (1st)	1.56		0.68
Outlet B (1st)	0.13		0
Outlet D (1st)	1.61	0.36	0
Outlet C (1st)	0.15		0
Outlet A (2nd)	1.51		0
Outlet C (2nd)	0.6		0.12
Outlet A (3rd)	1.88		0.71
Total	7.44	0.36	1.51
		Total	
Required Dedication (acres)			3.4
Largest Open Space (acres)			1.88
Continous Dedication			55%
All values in Acres			

SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
WATERWAY		
BUILDING SETBACK BOUNDARY		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
DRIVEWAY W/CAULKOUTS		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/SP-RAP		
STORM STRUCTURE LABEL		
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
WELL		
DRAIN FLOW/BACKFLOW ARROW		
EMERGENCY OVERFLOW SWALE		
SOIL BORING LOCATION		
SILT FENCE		
TREE PRESERVATION FENCE		
BARRICADE		
SPOT ELEVATION		
TIC SPOT ELEVATION		
UTILITY POLE		
LIGHT POLE		
HANDICAP PARKING SPACE		
FIBER CONDUIT		

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT: DANIEL L. SCHMIDT, P.E. EMAIL: SCHMIDT@SATHRE.COM	DEVELOPER RYLAND HOMES 7599 ANAGRAM DRIVE EDEN PRAIRIE, MN 55344 CONTACT: TRACEY RUST PHONE: (952)229-6000 EMAIL: TRUST@RYLAND.COM

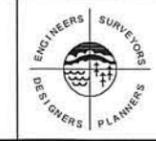


DRAWING NAME	NO.	BY	DATE	REVISIONS
BSP2 BASE				
DRAWN BY				
CHECKED BY				
DATE				
05/20/16				

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Daniel L. Schmidt
 Name, P.E.
 Date: JUNE 6, 2016 Lic. No. 26147

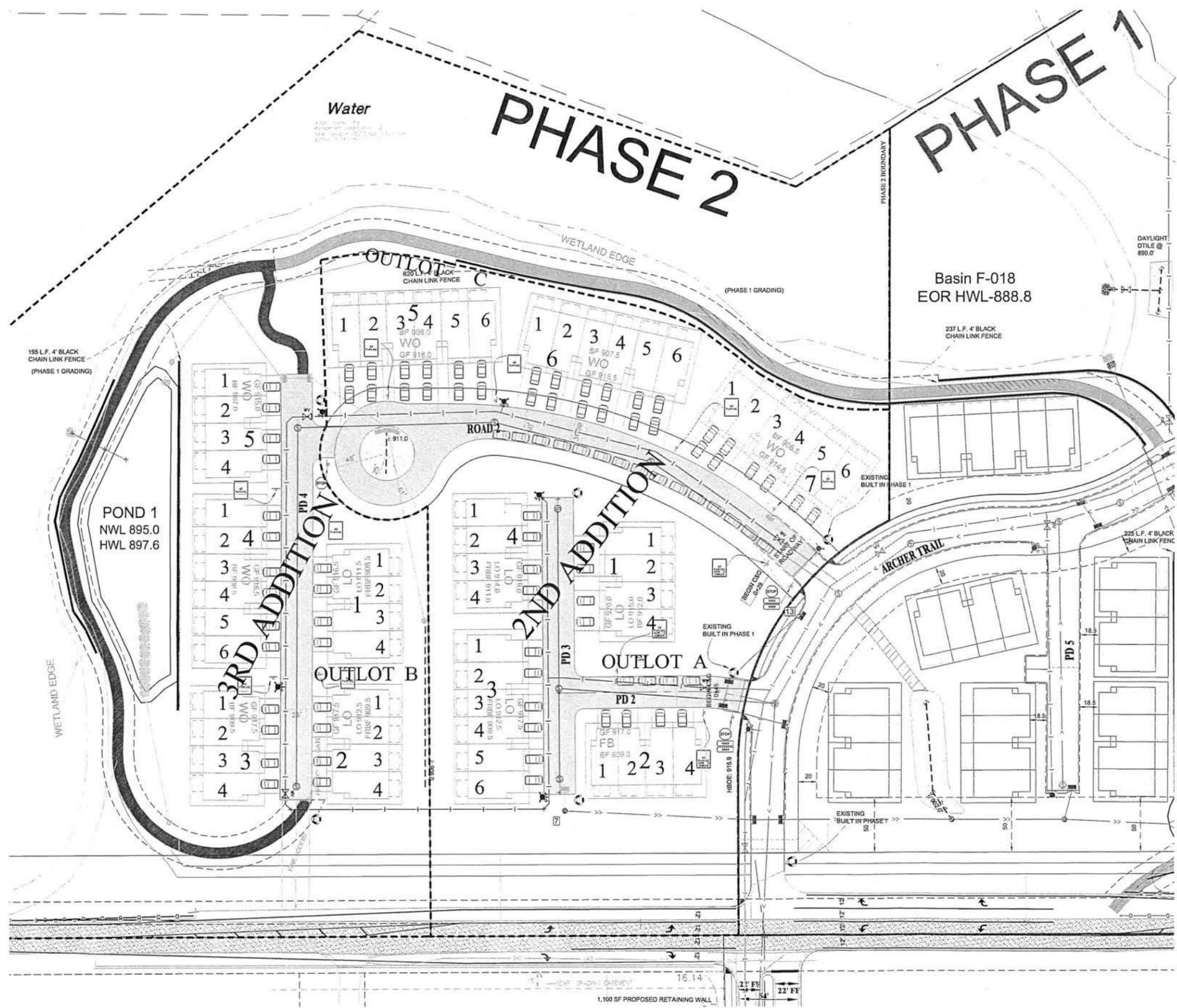


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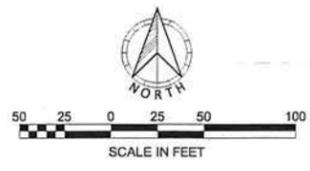
CITY PROJECT NO.
 INVER GROVE HEIGHTS, MINNESOTA

SITE PLAN
 BLACKSTONE PONDS PHASE 2
 RYLAND HOMES

FILE NO.
 78058-021-200
 1/1



- LEGEND**
-  SIGN
 -  STREET LIGHT
 -  15' GUEST PARKING (x91)



DRAWING NAME	NO.	BY	DATE	REVISIONS
BSP2 BASE				
DRAWN BY				
MDM				
CHECKED BY				
DLS				
DATE				
05/20/16				

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Daniel L. Johnson

Name, P.E.
Date: JUNE 8, 2016 Lic. No. 26147

ENGINEERS SURVEYORS
DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO. —

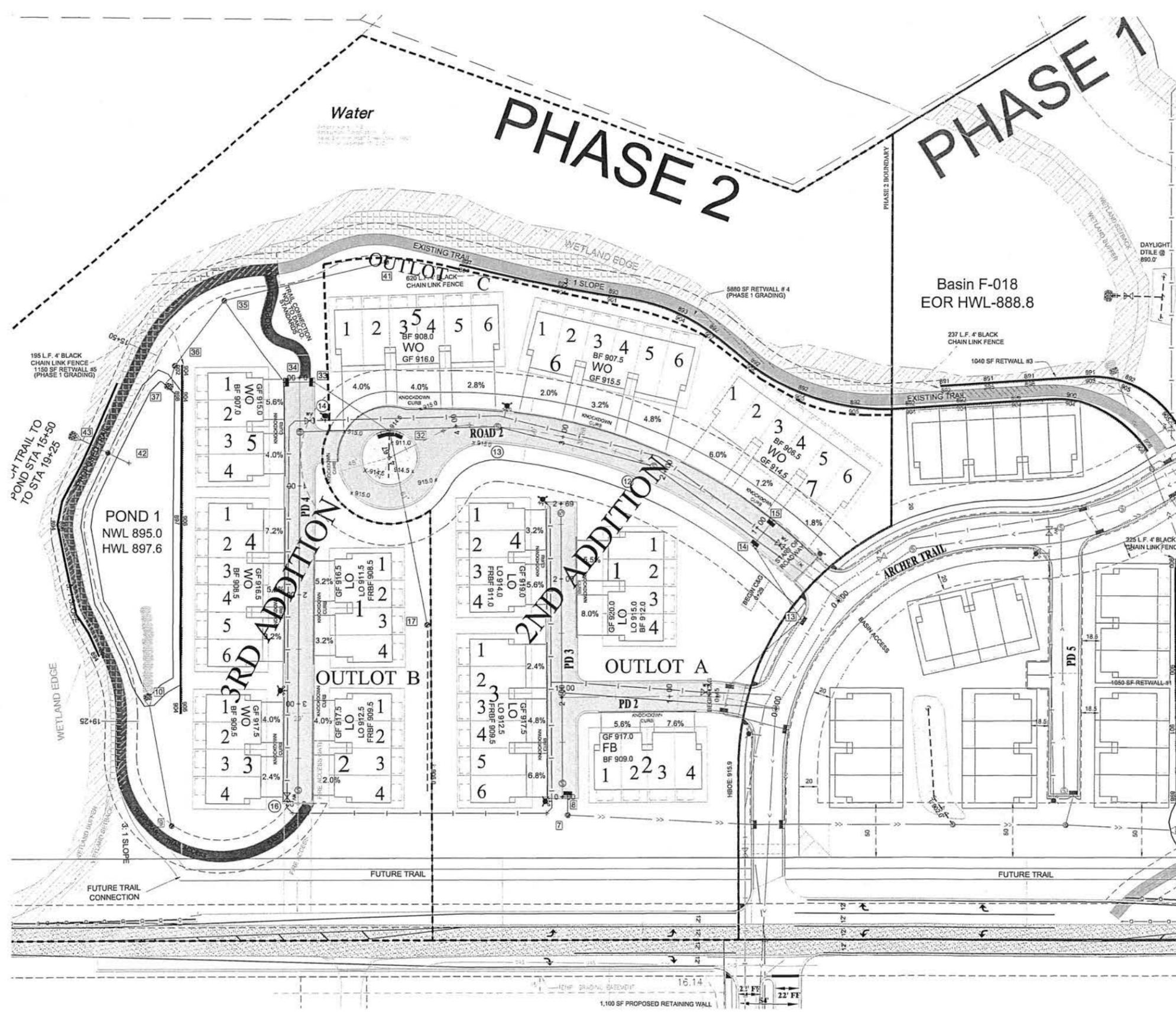
INVER GROVE HEIGHTS, MINNESOTA

LIGHTING, GUEST PARKING, AND SIGNAGE PLAN
BLACKSTONE PONDS PHASE 2
RYLAND HOMES

FILE NO.
78058-021-200

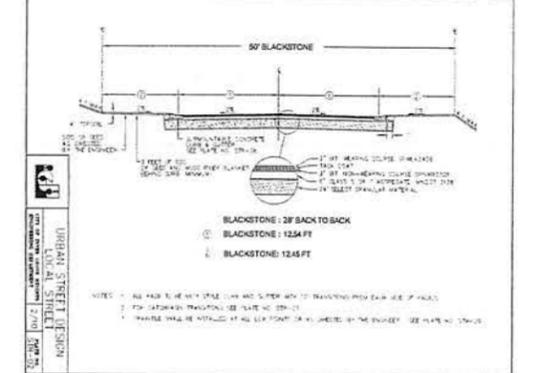
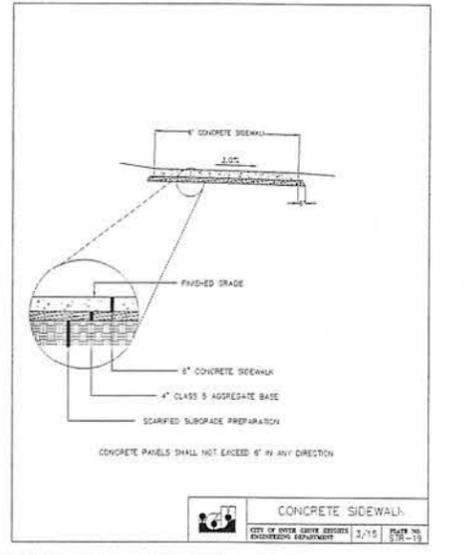
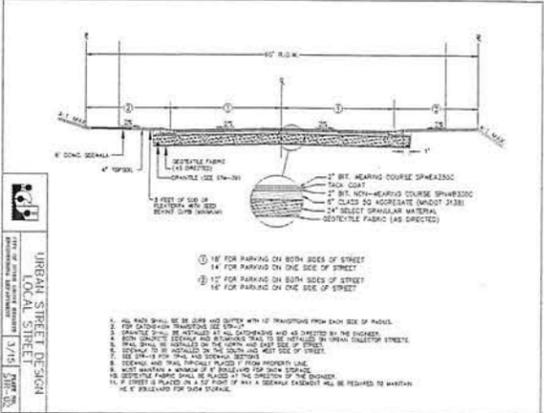
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20



- STREET NOTES**
1. ALL RADII CURB TO BE B 618
 2. ALL CURB TO BE B 618
 3. PROVIDE CURB KNOCKDOWNS AT ALL DRIVEWAYS AS INDICATED BY FIELD STAKES
 4. EACH DRIVEWAY SHALL BE CONSTRUCTED OF CONCRETE FROM CURB TO PROPERTY LINE OR PROPERTY SIDE OF SIDEWALK
 5. DEPENDING ON SOIL TESTS ADDITIONAL DRAIN TILE MAY BE REQUIRED UNDER CURB; SUBGRADE CORRECTIONS MAY BE NEEDED AND FABRIC REQUIRED.

- TRAIL NOTES**
1. ALL TRAILS/SIDEWALKS ARE TO MEET PROWAG
 2. TRUNCATED DOMES TO BE PROVIDED WHERE WALKWAYS MEET STREETS
 3. SIDEWALKS TO BE CONSTRUCTED PER DETAIL STR-01 (6" WIDE 6" THICK CONCRETE)
 4. TRAIL TO BE 10' WIDE AND GRADED WITH A 2% CROSS SLOPE TO MEET DAKOTA COUNTY STANDARDS.
 5. TRAIL AREAS DESIGNATED AS POND ACCESS ARE TO BE REINFORCED WITH ADDITIONAL 4" OF CL5 AGGREGATE BASE.



DRAWING NAME	NO.	BY	DATE	REVISIONS
BSP2 BASE				
DRAWN BY				
MDM				
CHECKED BY				
DLS				
DATE				
05/20/16				

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

Donald L. Schmidt
Name, P.E.
Date: JUNE 6, 2016 Lic. No. 26147

ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO. _____

INVER GROVE HEIGHTS, MINNESOTA

STREET PLAN

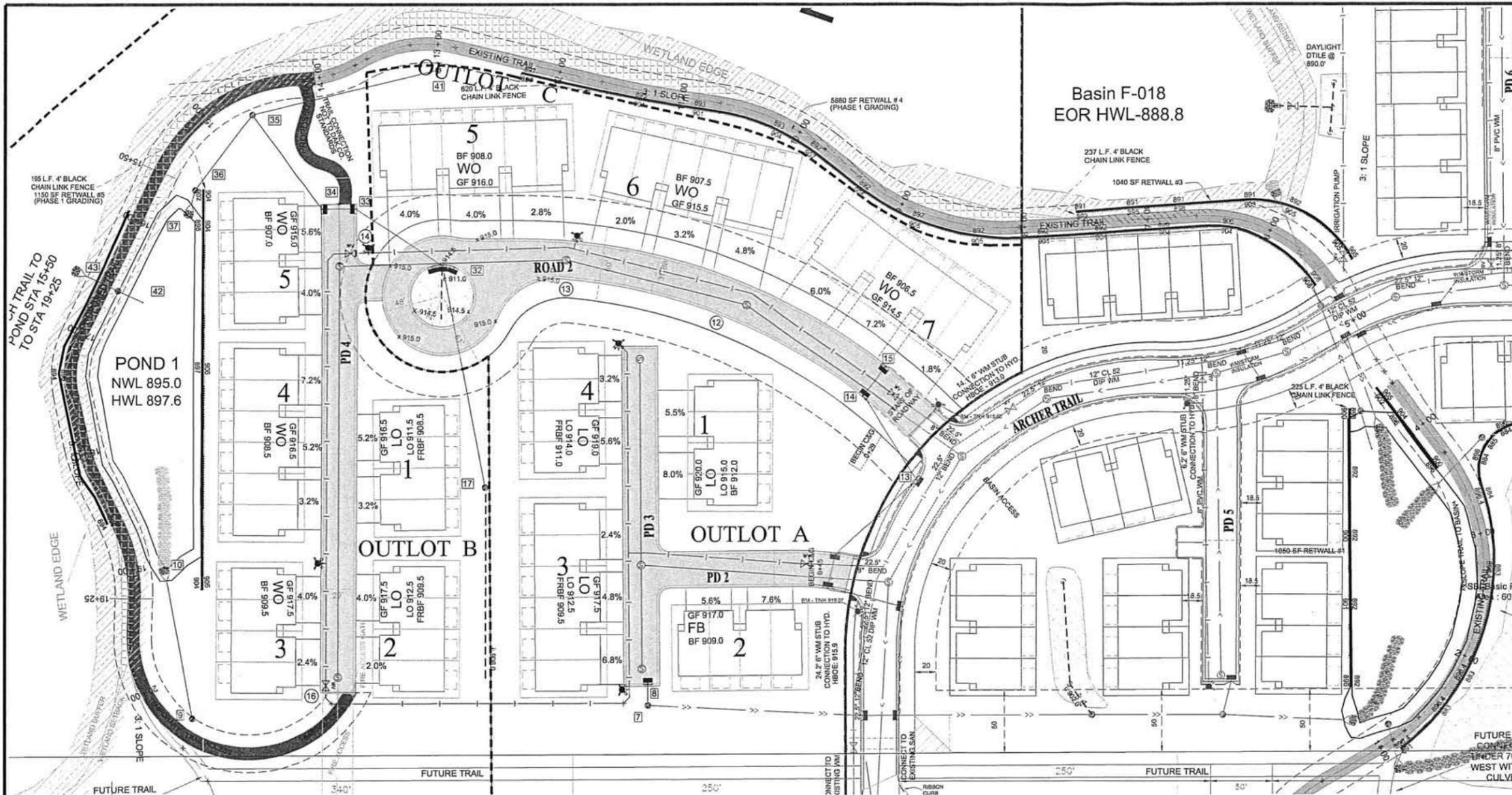
BLACKSTONE PONDS PHASE 2

RYLAND HOMES

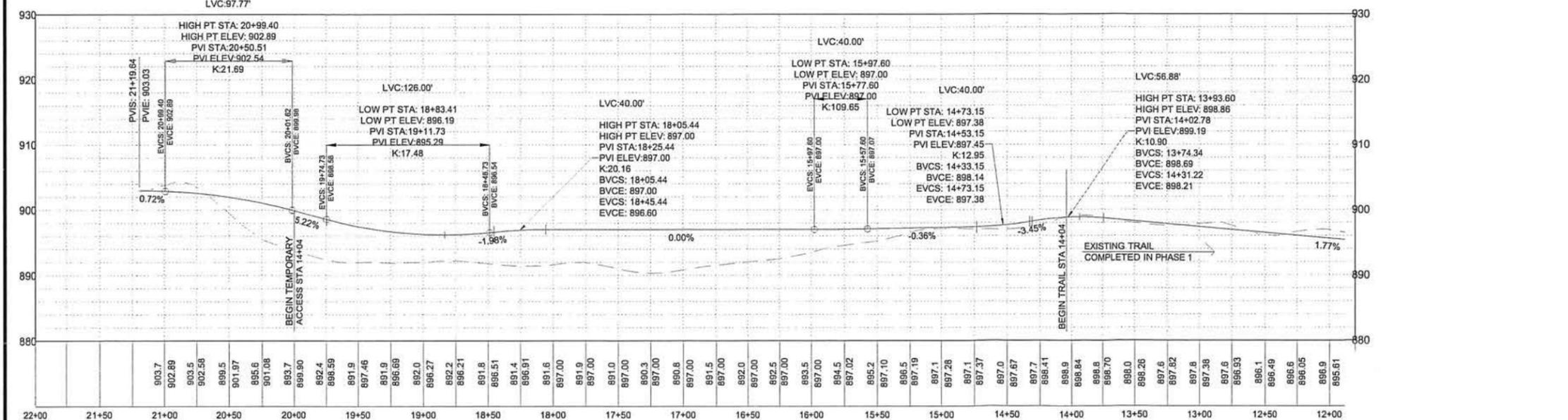
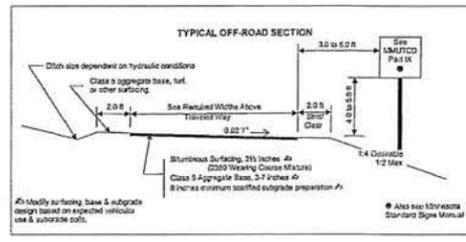
FILE NO. 78058-021-200

3

20



- TRAIL NOTES**
1. ALL TRAILS/SIDEWALKS ARE TO MEET PROWAG
 2. TRUNCATED DOMES TO BE PROVIDED WHERE WALKWAYS MEET STREETS
 3. SIDEWALK TO BE CONSTRUCTED PER DETAIL STR-01 (6' WIDE 6" THICK CONCRETE)
 4. TRAIL TO BE 10' WIDE AND GRADED WITH A 2% CROSS SLOPE TO MEET DAKOTA COUNTY STANDARDS.
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DRAWN BY				
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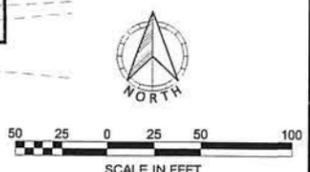
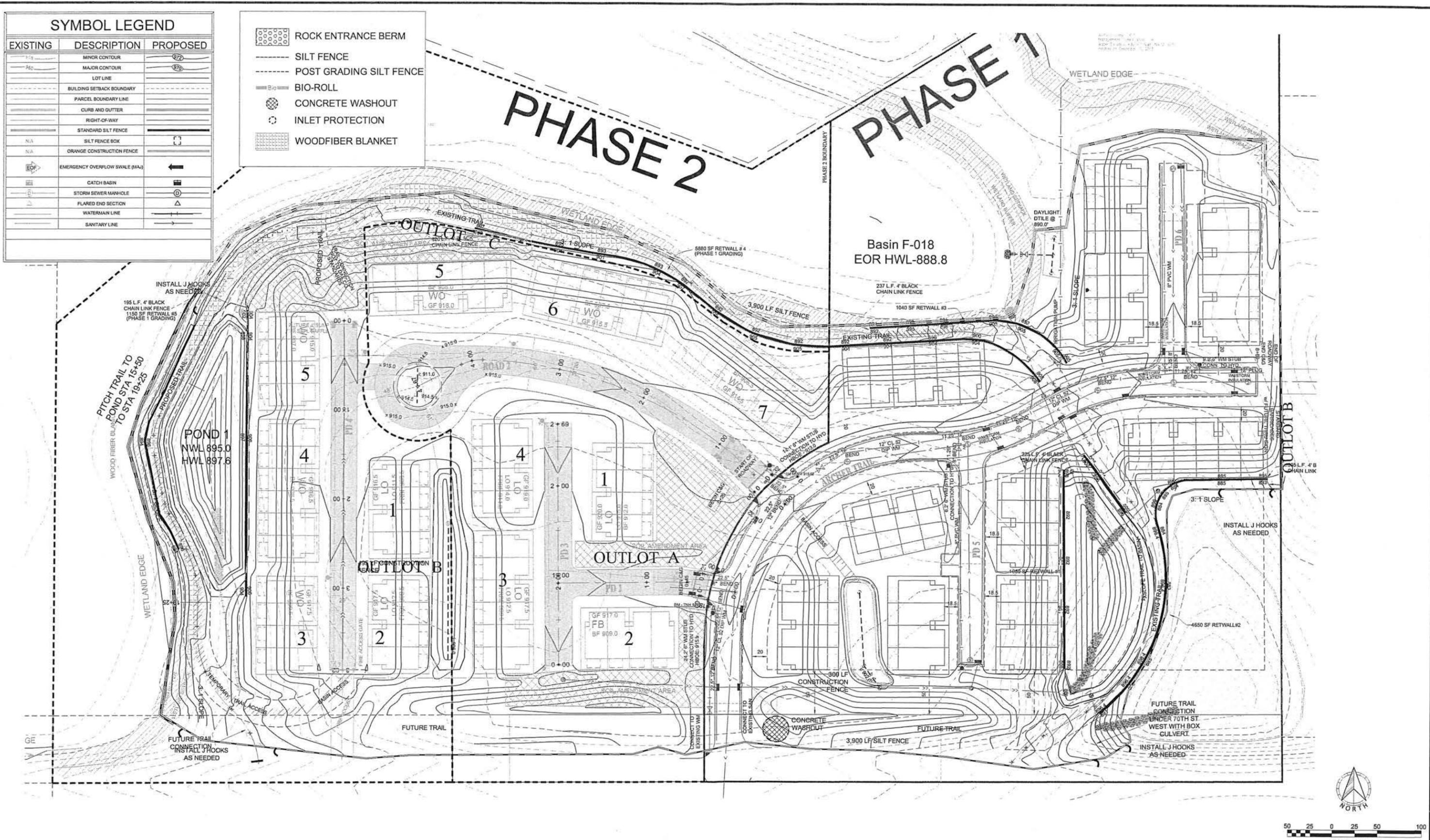
ENGINEERS SURVEYORS
DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.		FILE NO.	78058-021-200
INVER GROVE HEIGHTS, MINNESOTA	TRAIL PLAN	6	20
	BLACKSTONE PONDS PHASE 2		
	RYLAND HOMES		

EXISTING	DESCRIPTION	PROPOSED
	MINOR CONTOUR	
	MAJOR CONTOUR	
	LOT LINE	
	BUILDING SETBACK BOUNDARY	
	PARCEL BOUNDARY LINE	
	CURB AND GUTTER	
	RIGHT-OF-WAY	
	STANDARD SILT FENCE	
	SILT FENCE BOX	
	ORANGE CONSTRUCTION FENCE	
	EMERGENCY OVERFLOW SWALE (E.O.S.)	
	CATCH BASIN	
	STORM SEWER MANHOLE	
	FLARED END SECTION	
	WATERMAIN LINE	
	SANITARY LINE	

	ROCK ENTRANCE BERM
	SILT FENCE
	POST GRADING SILT FENCE
	BIO-ROLL
	CONCRETE WASHOUT
	INLET PROTECTION
	WOODFIBER BLANKET



ALL GRADING DONE IN PHASE 1

DRAWING NAME	NO.	BY	DATE	REVISIONS
BSP2 BASE				
DRAWN BY				
MDM				
CHECKED BY				
DLS				
DATE				
05/20/16				

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Donal L. Schmidt
 Name, P.E.
 Date: JUNE 6, 2016 Lic. No. 28147

ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.		FILE NO.	78058-021-200
INVER GROVE HEIGHTS, MINNESOTA		15	
GRADING PLAN		20	
BLACKSTONE PONDS PHASE 2			
RYLAND HOMES			

BLACKSTONE PONDS PLANTING LEGEND

Table with columns: KEY COMMON NAME, BOTANICAL NAME, QUANTITY, CAL. INCHES, TOTAL INCHES, SIZE, NOTES. Lists various tree and shrub species like AL Linden 'Redmond', AS2 Quaking Aspen, HA Hackberry, etc.

EXECUTION

Ground Preparation: Prior to seeding, the Contractor shall spray the proposed seeding area with a non-selective glyphosate herbicide such as Round-Up. Approximately three to four weeks later the site should be cultivated using a deep-tine plow and then disked to produce a smooth firm seed bed.

MAINTENANCE

Year 1: During the first season, the seeded area shall be cut back approximately once each month to prevent the production of seed weeds and to reduce shade on the maturing native plantings. Year 2: In the spring of the second season, the plantings should be mowed again.

NATIVE SEEDING

- A. Native plant community seeding can take place during two periods of the year. The first window of opportunity is from the time the site preparation work is concluded in the spring until approximately July 15. The second period is in the fall between October 1st and freeze-up.

Invasive Species Control

Certain species of perennial weeds may need to be controlled by spot treating with a herbicide for sufficient control. Parental weeds may be canary grass, smooth brome, quack grass, purple loosestrife and Canada thistle.

Warranty

The contractor shall warranty all seed and plant material for a period of 3 years from the date of installation. This would include all site trees and plantings for the rain gardens and infiltration basins.

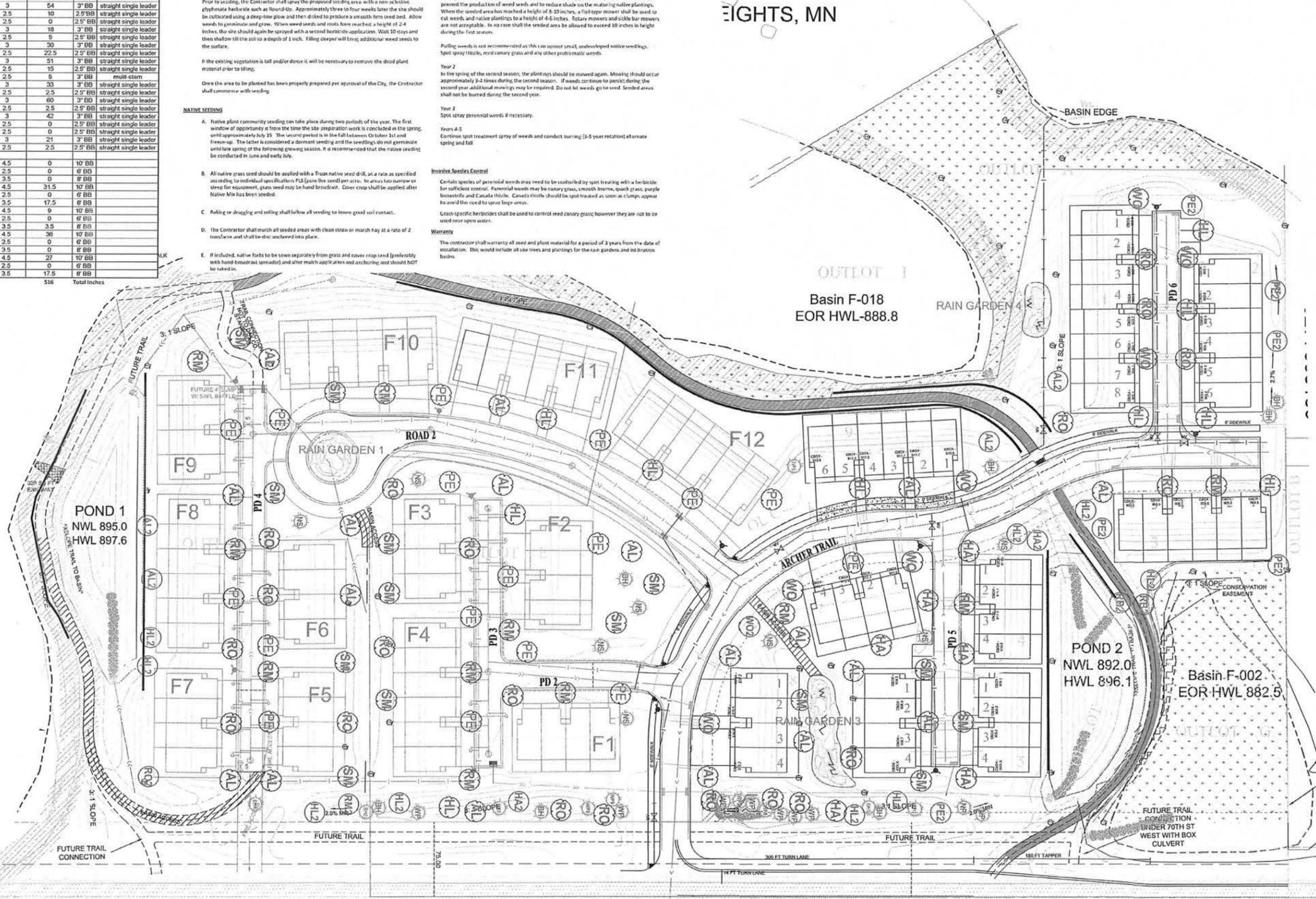
Tree Replacement Calculations

Table with columns: Site, Cal. Inches Req., Cal. Inches Shown. Rows include Blackstone Ridge, Blackstone Ponds, Blackstone Vista, Project Total.

Caliper Inches Remaining: -0.1
Planting Requirement: 1 Tree per Unit
104 Units x 1 = 104 Trees @ 2.5" Min

Shoreline Grass Mix table with columns: Common Name, Scientific Name, % of Mix. Lists species like Green Bulrush, Wool Grass, Blue Joint Grass, etc.

Seeding Rate: Broadcast - 2.5 lbs./10,000 sq. ft.
Area: 9,492sq. ft. = 2.4 lbs. seed
Source: Prairie Restoration Inc.



DESIGNER, NO., BY, DATE, REVISIONS table with 5 columns and 11 rows of project history.

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Norby & Associates Landscape Architects, Inc. logo and address: 100 East Second Street Chaska, MN 55318 (952) 361-0644.

CITY PROJECT NO. INNER GROVE HEIGHTS, MINNESOTA. PLANTING PLAN BLACKSTONE PONDS. FILE NO. LP 1, LP 3.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SARJU IGH, LLC. - Case No. 16-33PRC

Meeting Date: August 22, 2016
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by:  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 5448 Robert Street:

- a) A Resolution relating to a Major Site Plan Approval for a four-story hotel.
 - Requires a 3/5th's vote.
- b) A Resolution relating to a Conditional Use Permit to exceed impervious surface in the shoreland overlay district.
 - Requires a 4/5th's vote.
- c) A Resolution relating to a Conditional Use Permit to exceed the maximum height allowance in the B-3, General Business District.
 - Requires a 4/5th's vote.
- d) A Resolution relating to a Variance to allow the parking lot to encroach into the front yard setback.
 - Requires a 3/5th's vote.
 - 60-day deadline: August 26, 2016 (first 60-days)

SUMMARY

The applicant is proposing to build a 77-unit, four-story hotel on the 1.72 acre property. A hotel is a permitted use in the B-3 zoning district. The request meets the general site plan review and conditional use permit criteria.

The applicant is proposing a four-story building, 50 feet in height. The B-3 district allows buildings up to 35 feet in height. Height in excess of that allowed by code is permitted by conditional use permit provided that such structure would not be dangerous and would not adversely affect adjoining or adjacent property. The property is surrounded by commercial development to the north, west, and south and multi-family to the east. Staff does not believe the additional height of the proposed structure would be dangerous or have any adverse affect on the neighborhood.

Access to the hotel would be via a private drive off of 54th Street. The variance being requested for the parking setback does not appear to have an adverse impact on the neighboring properties. Staff believes a practical difficulty can be found due to the challenging topography of the lot and the fact that the property is encompassed by three roads which limits the buildable area.

The property is located in the Shoreland Overlay District which limits the entire site to a maximum 25% impervious surface. This may be exceeded by conditional use permit provided the City has approved and implemented a stormwater management plan for the property. As proposed the site would be about 75% impervious. The B-3 district does not have any impervious requirements but would be regulated by the Shoreland Overlay District. The DNR has reviewed the request and takes no exception provided the Engineering Department approves a stormwater management plan for the site. 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 and improvement agreement shall be executed between the applicant and the City relating to the location of proposed improvements and stormwater control on the property. These agreements will be in front of Council at a later date.

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 August 3, 2016 meeting with the conditions listed in the attached resolutions (6-0).

Attachments: Major Site Plan Resolution
Impervious Surface CUP Resolution
Height CUP Resolution
Variance Resolution
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A MAJOR SITE PLAN TO CONSTRUCT A FOUR-STORY
HOTEL ALONG WITH OTHER PROPERTY IMPROVEMENTS

CASE NO. 16-33PRC
SARJU IGH, LLC

WHEREAS, the request is for the property located at 5448 Robert Street and legally described as follows:

Lot 2, Block 1, HCU MEMBERS ADDITION, Dakota County, Minnesota

WHEREAS, the request is to approve a Major Site Plan to construct a four-story hotel building along with other property improvements;

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

WHEREAS, the request has been reviewed against Title 10, Chapter 15, Article J, regarding the criterion for a Major Site Plan such as consistency with the Comprehensive Plan and conformity with the Zoning Ordinance, the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on August 3, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan to add a four-story hotel and other property improvements is hereby approved subject to the following conditions:

Resolution No. _____

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

Site Plan	dated 6/9/16
Site Grading Plan	dated 6/9/16
Site Utility Plan	dated 6/9/16
Exterior Elevations	dated 7/3/16
Landscape Plan	dated 7/22/16

2. 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.

3. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.

4. All parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.

5. Any roof top and/or ground utility equipment shall be completely screened on all sides from public view. Screening materials shall be compatible with the buildings overall design.

6. All plans shall be subject to the review and approval of the City Fire Marshal.

7. An improvement agreement, stormwater agreements, and other agreements related thereto, shall required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.

8. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.

9. The developer shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

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

Resolution No. _____

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

**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, PARKING LOT, AND OTHER PROPERTY IMPROVEMENTS**

SARJU IGH, LLC
Case No. 16-33PRC

WHEREAS, an application for a Conditional Use Permit to exceed the maximum impervious surface in the shoreland district has been submitted for property located at 5448 Robert Street and legally described as the following;

Lot 2, Block 1, HCU MEMBERS ADDITION, Dakota County, MN

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

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

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 August 3, 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 hotel building, parking lot, and other property improvements 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:

Site Plan	dated 6/9/16
Site Grading Plan	dated 6/9/16
Site Utility Plan	dated 6/9/16
2. An improvement agreement, stormwater facilities maintenance agreement and related 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 and implementation of the improvements and to review the stormwater management plan.

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

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO EXCEED THE
MAXIMUM HEIGHT ALLOWANCE FOR A HOTEL

SARJU IGH, LLC
Case No. 16-33PRC

WHEREAS, an application for a Conditional Use Permit to exceed the maximum height for a building in the B-3 district has been submitted for property located at 5448 Robert Street and legally described as the following;

Lot 2, Block 1, HCU MEMBERS ADDITION, Dakota County, MN

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

WHEREAS, exceeding the maximum height requirement for a building is a conditional use per Section 10-5-8 of the City Code;

WHEREAS, the applicant is requesting a building height of 50 feet whereas 35 feet is the maximum height in the B-3 district;

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

WHEREAS, a 50 foot high building does not appear to be dangerous or have an adverse affect on adjoining or adjacent property;

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 August 3, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow a 50 foot high building whereas 35 feet is the maximum height allowed 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:

Site Plan	dated 6/9/16
Exterior Elevations	dated 7/3/16

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 August, 2016.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-_____

RESOLUTION APPROVING A VARIANCE TO ALLOW A PARKING LOT TO ENCROACH
INTO THE FRONT YARD SETBACK

CASE NO. 16-33PRC
SARJU IGH, LLC

Property located at 5448 Robert Street and legally described as follows:

Lot 2, Block 1, HCU MEMBERS ADDITION, Dakota County, Minnesota

WHEREAS, an application has been received for a Variance to allow a parking lot to encroach into the front yard setback;

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

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 3, 2016 in accordance with City Code Section City Code 10-3-3: C;

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

- a. The property is unique in that the lot is narrow, surrounded by two City streets and a private drive, and has challenging topography limiting the buildable area.

- b. The location of the parking lot does not appear to have any adverse impacts on the neighboring properties.
- c. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- d. The request appears to be reasonable as all other building and parking lot setbacks would be met. The encroachment would be off a private drive rather than a public street limiting the impact to the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a parking lot encroachment into the front parking setback is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the plans on file with the Planning Department.
2. The applicant 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.
3. An improvement agreement, stormwater agreements, and other agreements related thereto, shall required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.

BE IT FURTHER RESOLVED that the City 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 August, 2016.

George Tourville, Mayor

Ayes:
Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: August 3, 2016
SUBJECT: SARJU IGH, LLC – CASE NO. 16-33PRC

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a major site plan approval to construct a four-story hotel, a conditional use permit to exceed the maximum height allowance for a building in the B-3 zoning district, a conditional use permit to exceed the maximum allowed impervious surface in the Shoreland Overlay District, and a variance from the front setback requirements, for property located at 5448 South Robert Trail. 5 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the property is located on the corner of 54th Street and Alta Avenue and is zoned B-3, General Business. The applicant is proposing to build a 77-unit four-story hotel. The request meets the general site plan review and conditional use permit criteria. Access would be via a private drive off of 54th Street. The property is located in the Shoreland Overlay District which limits the entire site to a maximum 25% impervious surface. This may be exceeded by conditional use permit provided the City has approved and implemented a stormwater management plan for the property. As proposed the site would be at about 75% impervious. The B-3 district does not have any impervious requirements but would be regulated by the Shoreland Overlay District. Engineering must approve a grading and stormwater management plan prior to any work commencing on the site. Height in excess of that allowed by the code is also permitted by conditional use permit providing that such structure would not be dangerous and would not adversely affect adjoining or adjacent property. The property is surrounded by commercial development to the north, west, and south and multi-family to the east. Staff does not believe the additional height of the proposed structure would be dangerous or have any adverse affect on the neighborhood. The variance being requested for the parking setback does not appear to have an adverse impact on the neighboring properties. Staff believes a practical difficulty can be found due to the challenging topography of the lot and the fact that the property is encompassed by three roads which limits the buildable area. Staff recommends approval of the requests with the nine conditions listed. Staff has not heard from any of the surrounding property owners.

Chair Maggi asked if the vast majority of properties within the Shoreland Overlay District complied with the 25% impervious surface maximum.

Ms. Botten replied they had not looked at which individual lots were in compliance and which were not; however, she believed most commercial/industrial properties were likely not in compliance.

Commissioner Simon stated 75% impervious surface seemed high and asked if staff was aware of any properties with 50-75% impervious in the Shoreland Overlay District.

Ms. Botten replied in the affirmative, stating it was not an uncommon percentage.

Commissioner Simon asked if a sidewalk was proposed.

Ms. Botten replied not that she was aware of.

Chair Maggi asked if that was a requirement.

Ms. Botten offered to look into it, but believed it was not a requirement for a commercial development.

Commissioner Simon asked if an access agreement was needed for the private road.

Ms. Botten replied in the affirmative.

Commissioner Simon asked if the height would be an issue for the airport.

Ms. Botten replied it would not.

Commissioner Simon asked who would receive complaints if there were any issues with the private stormwater system.

Ms. Botten replied that any issues could be reported to the City, who would go out and inspect the problem. She advised that the private system was shared by all the property owners in the Heartland Credit Union Addition and they were required to do yearly reports to ensure the stormwater facilities were being maintained properly.

Commissioner Wippermann asked if the DNR reviewed or commented on the request.

Ms. Botten replied that the DNR was notified but had not yet provided comment.

Commissioner Wippermann asked if the DNR always provided comment.

Ms. Botten replied not always, especially knowing that the City requires a stormwater management plan.

Commissioner Wippermann asked where the stormwater basin would be located.

Ms. Botten replied that the applicant could address the exact location, but she believed it was on the property immediately south of the subject property. She added that the Engineering Department will be approving that and working with the applicant to get final grades, final plans, etc.

Chair Maggi asked if there was a condition of approval requiring that be complete.

Ms. Botten replied in the affirmative

Opening of Public Hearing

Hemant Bhakta, 2020 Wilson Avenue, South St. Paul, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Bhakta replied in the affirmative.

Commissioner Scales was concerned about parking, stating there were only four parking spaces designated for employees.

Mr. Bhakta replied that most of the employees would be there during the daytime when the hotel was fairly empty, with only two employees working in the evenings.

Commissioner Scales stated he was familiar with what it takes to run a hotel and believed the applicant would struggle with parking when they were at capacity.

Mr. Bhakta advised he planned to speak with Heartland Credit Union regarding possible shared parking should they ever be short parking spaces.

Commissioner Wippermann asked if they had decided on a hotel brand yet.

Mr. Bhakta replied he had not.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Weber, to approve the request for a major site plan approval to construct a four-story hotel, a conditional use permit to exceed the maximum height allowance for a building in the B-3 zoning district, a conditional use permit to exceed the maximum allowed impervious surface in the Shoreland Overlay District, and a variance from the front setback requirements, for property located at 5448 South Robert Trail, with the conditions listed in the report.

Motion carried (6/0). This item goes to the City Council on August 22, 2016.

**PLANNING REPORT
CITY OF INVER GROVE HEIGHTS**

REPORT DATE: July 28, 2016 **CASE NO.:** 16-33PRC
APPLICANT: Sarju IGH, LLC
PROPERTY OWNER: Hemant Bhakta
REQUEST: Major Site Plan, Conditional Use, and Variances to allow the construction of a 4-story hotel
LOCATION: 5448 Robert Street
HEARING DATE: August 3, 2016
COMPREHENSIVE PLAN: CC, Community Commercial
ZONING: B-3, General Business
REVIEWING DIVISIONS: Planning **PREPARED BY:** Heather Botten
Associate Planner 

BACKGROUND

The applicant received a rezoning and comprehensive plan amendment request in 2015 for the subject property with the intent to build a hotel. The applicant is proposing a 77 unit, four-story hotel on the property.

The property is 1.72 acres in size. A hotel is a permitted use in B-3 zoning district. The specific requests consist of the following:

- a) Major site plan to construct a four-story hotel
- b) Conditional Use Permit to exceed the impervious surface in the shoreland district
- c) Conditional Use Permit to exceed the maximum height allowance in the B-3 district
- d) Variance from the front parking easement

EVALUATION OF REQUEST

Surrounding Uses. The subject property is surrounded by:

North	Commercial buildings; zoned B-3; guided Regional Commercial.
East	Multiple family residential; zoned R-3C; guided High Density Residential.
West	Commercial buildings; zoned B-2; guided Neighborhood Commercial.
South	Commercial buildings; zoned B-2; guided Neighborhood Commercial.

SITE PLAN REVIEW

Lot Size. As mentioned, the property is 1.72 acres in size. The B-3 district does not have a minimum lot size requirement.

Building Setbacks. The proposed building meets or exceeds the required perimeter setbacks for the site.

Parking Lot. Parking for the proposed site consists of 81 customer/employee parking stalls. Zoning code requires 1 space per room plus one space per employee on the largest shift. There are 77 rooms and the applicant has stated the max number of employees at one time would be four. The proposed parking meets the minimum requirements.

Landscaping. The submitted landscape plan shows a mixture of overstory and ornamental trees along with shrubs with the majority of the plantings along Alta Avenue. The zoning code requires the equivalent of 47 trees to be planted based on one tree per 1,000 square feet of building floor area plus one tree per 10 parking spaces; of these 47 trees 27 must be overstory trees. The submitted landscape plan meets these requirements.

Screening. The code requires all roof top and ground mounted mechanical equipment to be screened from view. The plans do not demonstrate where mechanical equipment would be located. Screening will be reviewed at time of building permit.

Access and Surfacing. There would be two access points along the private drive off of 54th Street. The parking and drive areas would be bituminous complying with code requirements.

Building Materials. The hotel would be constructed with stucco on the majority of the building with some brick on the front entrance, complying with code requirements.

Lighting. All parking lot lighting and building lighting shall be designed so as to deflect light away from the public street. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Signage. Signs are not approved with this request. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.

Impervious Surface.

The property is located in the Shoreland Overlay District, limiting the entire site to a maximum 25% impervious surface. The proposed hotel site would be about 75+/-% impervious surface. A conditional use permit to exceed the 25% impervious surface is discussed later in the report.

Infrastructure City sewer and water are available at the site. All road networks are in place. No additional roadways or other public improvements appear to be necessary with this proposal.

Engineering. The Engineering Department has conducted a review of the plans and has been working with the applicant in regards to stormwater, grading and erosion control. The final details on the plans would be reviewed and approved by the City Engineer prior to any work commencing on the site.

The site is unique because there is a private road shared between the plaza to the west, hotel to the east and credit union to the south. There are City sewer and water utilities under the private road. There is a private storm system from the plaza which is routed directly to Schmidt Lake through the subject property. The owner is requesting the storm water management plan to accommodate routing storm to and retrofitting of the existing wet pond to a bioretention basin which manages storm water from both the Heartland Credit Union and hotel sites following the 3rd Generation Storm Water Management Plan.

An improvement agreement, storm water agreement, shared private drive agreement, and related agreements are required to be executed between the City and the developer. The contracts will address the necessary site improvements, sewer and water connections, the parties responsible for the improvements, and will require financial surety for the landscaping and any other improvements that may be necessary.

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. A hotel is consistent with the uses envisioned with the long range plan for the area.

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

The applicant's property is zoned commercial. The land use of a hotel 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.*

No additional roadways would be required with the proposed development. City water and sewer are available to the site.

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

i. Aesthetics/exterior appearance

The buildings would be constructed with stucco and brick complying with code requirements.

ii. Noise

A hotel would not generate noises that are inconsistent with B-3 zoning

iii. Fencing, landscaping and buffering

Proposed landscaping complies with code 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 lot is 1.7 acres in size. Hotels are a permitted use in the B-3 zoning district; the proposed use is appropriate for the zoning, location, and the size of the lot.

Fire and building code requirements would be addressed with the issuance of building permits.

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

The additional height and impervious surface requests do not appear to have any negative effects on the public health, safety or welfare of the community.

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

This criterion is satisfied. The applicant is working with the City Engineering department to comply with the City's surface water and groundwater regulations.

CONDITIONAL USE PERMIT TO EXCEED 25% IMPERVIOUS SURFACE

The site is within the shoreland overlay of Schmidt Lake (DNR Lake #19-52). 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. As proposed the site would be about 75+/-% impervious surface.

Engineering has been working with the applicant on the design of the stormwater systems. In general, the approved plans will be consistent with the City's overall stormwater plan for the area and the system will address stormwater needs.

CONDITIONAL USE PERMIT TO EXCEED THE MAXIMUM HEIGHT ALLOWANCE

Heights in excess of those allowed in this Ordinance shall be permitted only by conditional use permit granted by resolution of the City Council determining that such structure would not be dangerous and would not adversely affect adjoining or adjacent property.

The B-3 zoning district allows buildings up to 35 feet in height. The applicants are proposing a four-story building, 50 feet in height. Staff does not believe the structure would be dangerous or would have an adverse affect on adjoining properties. The structure would have to meet all building and fire codes which would be reviewed at time of building permit.

VARIANCE REVIEW

City Code Title 10, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request to encroach within the front yard parking setback is reviewed below against those criteria.

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

The application is not contrary to the Comprehensive Plan as the future land use is CC, Community Commercial.

The request is in harmony with the intent of the comprehensive plan and zoning code as the hotel is a permitted use in the zoning district.

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

The property is encompassed by two City streets and a private drive. Although the property line goes to the middle of the private drive, setbacks are taken from the edge of the easement. The site is a narrow lot surrounded by three roads, therefore having three property lines that have to meet front setback requirements. The applicant is proposing to use the property in a reasonable manner. All other setbacks are met for the building and parking.

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

The lot configuration is unique; it is surrounded by three roads and challenging topography on the east side of the property limiting the buildable area. The westerly property line has a private drive/easement located over it. Setbacks are taken from the edge of the private drive. In addition to having a limited buildable area, the easement does not run parallel to the road.

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

The lots to the north, west and south are developed with commercial uses. The site is located just east off of Hwy 3 and I-494 is just to the north. There is a multiple-family development to the east, but this site sits higher, providing some physical separation between the two uses. Multiple-family residential is a typical transition use between

commercial and residential. Staff does not believe the hotel would alter the essential character of the locality.

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

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

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

A. **Approval** If the Planning Commission finds the application to be acceptable, the following actions should be taken:

- Approval of a **Major Site Plan Approval** to construct a hotel, a **Conditional Use Permits** to exceed the maximum impervious surface in the shoreland and to exceed the maximum height requirements in the B-3 district, and a **Variance** from the front parking setback 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 herein:

Site Plan	dated 6/9/16
Site Grading Plan	dated 6/9/16
Site Utility Plan	dated 6/9/16
Exterior Elevations	dated 7/3/16
Landscape Plan	dated 7/22/16
2. 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.
3. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.
4. All parking lot and building lighting on site shall be a down cast, “shoe-box” style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.
5. Any roof top and/or ground utility equipment shall be completely screened on all sides from public view. Screening materials shall be compatible with the building’s overall design.
6. All plans shall be subject to the review and approval of the City Fire Marshal.
7. An improvement agreement, stormwater agreements, and other agreements related thereto, shall required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for

improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.

8. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
9. The developer shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

B. Denial If the Planning Commission finds that the proposed request is not in the best interest of the physical development of the City, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

RECOMMENDATION

The request to construct a hotel and other property improvements is not out of character for the neighborhood and it is consistent with the comprehensive plan. The reduced parking setback does not appear to have an adverse impact on the neighboring properties. Staff believes a practical difficulty can be found for a front parking setback variance due to the topography of the lot and the fact the property is encompassed by three roads limiting the buildable area.

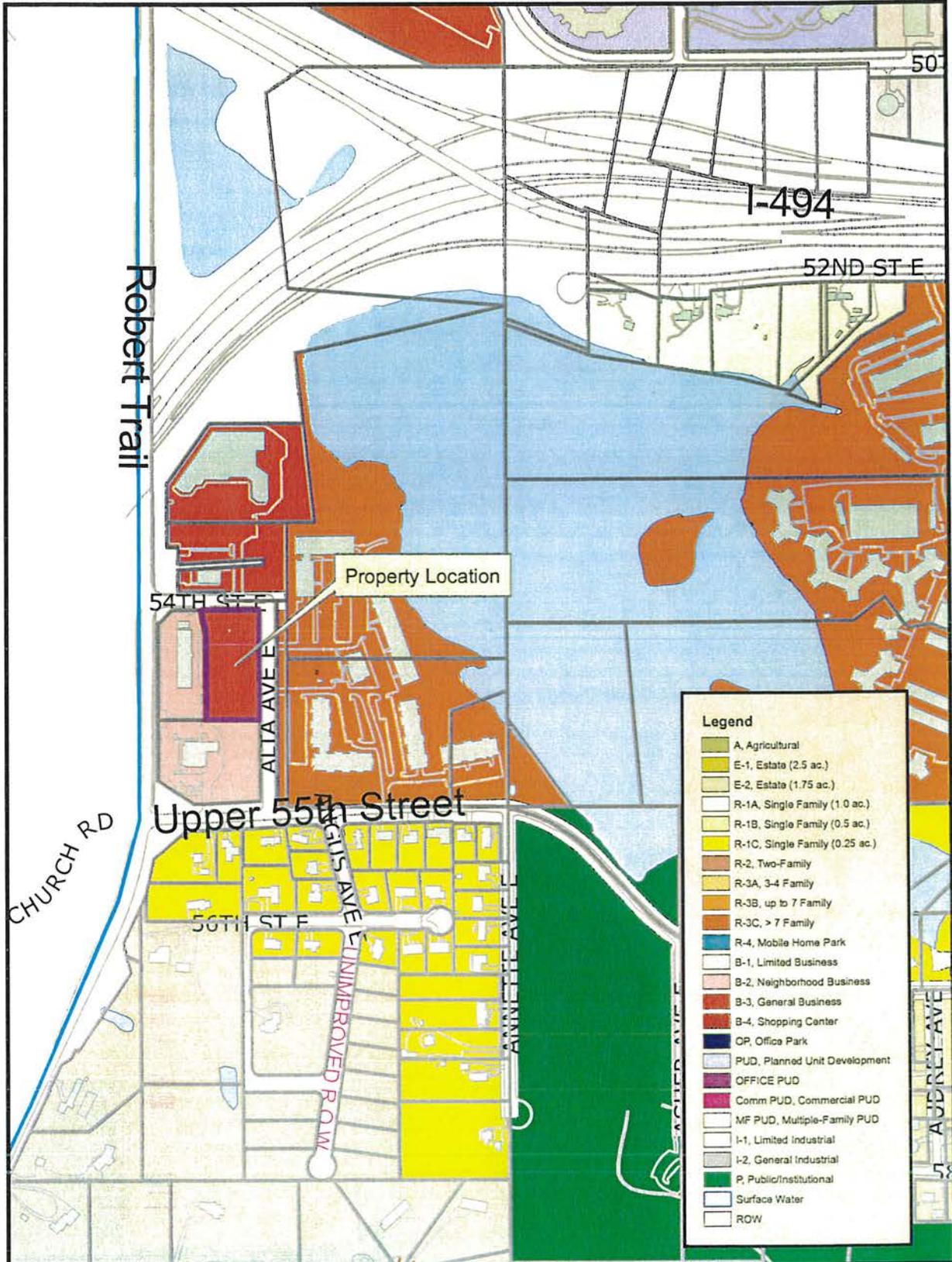
Based on the information in the preceding report, staff is recommending approval the requests with the conditions listed in Alternative A.

Attachments: Exhibit A - Location and Zoning Map
Exhibit B - Grading and Drainage Plan
Exhibit C - Landscape Plan
Exhibit D- Elevations



SARJU IGH, LLC

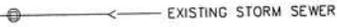
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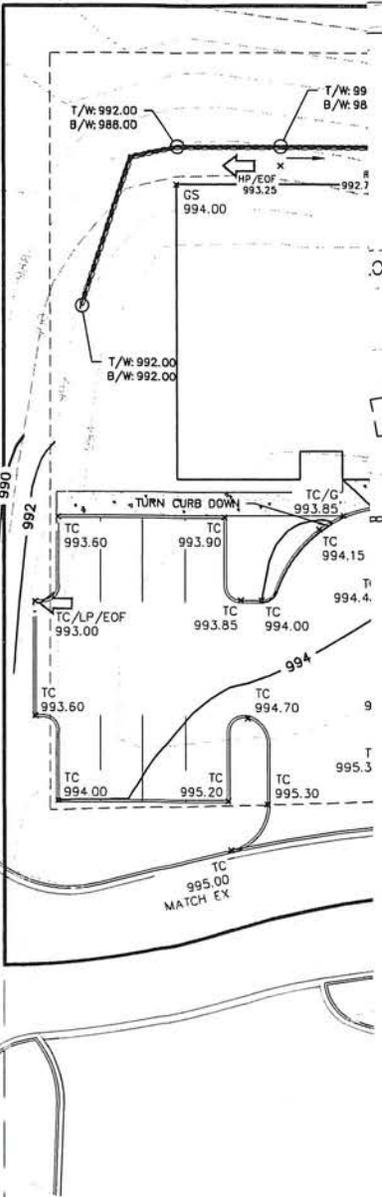
Map not to scale

Exhibit A
Zoning and Location Map

LEGEND

-  EXISTING ASPHALT SURFACE
-  EXISTING CONCRETE SURFACE
-  PROPOSED CONCRETE SURFACE
-  EXISTING CURB
-  EXISTING STORM SEWER
-  EXISTING CONTOURS
-  PROPOSED CONTOURS
-  PROPOSED CURB
-  PROPOSED SANITARY SEWER

54th STREET EAST



STORMWATER POND DATA (PER PLAN)
 CONTROL DRAINAGE AREA = 4.08 AC
 IMPERVIOUS AREA = 2.78 AC
 PERMANENT POOL VOL. REQUIRED = 0.60 AF
 PERMANENT POOL VOL. PROVIDED = 0.66 AF
 POND BOTTOM = 983.0
 HWL = 988.0
 TOP OF BERM = 991.0
 OVERFLOW SPILLWAY @ ELEV 990.0
 PRIMARY OUTLET: 8" DIA. ORIFICE @ INV. 988.0
 SECONDARY OUTLET: 4" WEIR WALL @ INV. 989.0
 OUTLET PIPE: 12" RCP
 2 YEAR HWL = 988.8
 10 YEAR HWL = 989.3
 100 YEAR HWL = 989.8

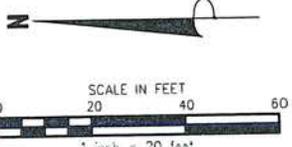
STORMWATER POND DATA
 BOTTOM ELEVATION: 983.00
 OUTLET ELEVATION: 985.11
 100 YEAR HWL: 988.74

STANDARD GRADING NOTES:

1. SPECIFICATIONS WHICH APPLY ARE THE MOST RECENT EDITIONS OF THE MUNICIPALITY IN WHICH THE WORK IS LOCATED AND THE MINNESOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAY CONSTRUCTION UNLESS MODIFIED HEREIN ON THESE CONTRACT DOCUMENTS.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO UTILIZE THE "GOPHER STATE ONE CALL" EXCAVATION NOTICE SYSTEM AS REQUIRED UNDER MINNESOTA STATUTE CHAPTER 216D, 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION (PHONE 651-454-0002 IN THE TWIN CITIES METRO AREA OR TOLL FREE 1-800-252-1166).
3. GRADING CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
4. ALL CONSTRUCTION AS CALLED FOR ON THESE CONTRACT DOCUMENTS SHALL BE PERFORMED IN ACCORDANCE WITH ALL OSHA REQUIREMENTS.
5. ALL LOT AND EASEMENT DIMENSIONS ARE SUBJECT TO FINAL PLAT.
6. IT IS THE RESPONSIBILITY OF THE GRADING CONTRACTOR TO DISPOSE OFF-SITE ALL TREES, STUMPS, BRUSH, OR OTHER DEBRIS THAT EXISTS WITHIN THE CONSTRUCTION AREAS. TREES TO REMAIN SHALL BE DESIGNATED BY THE ENGINEER.
7. THE GRADING CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER SO THAT CERTIFICATION OF ALL CONTROLLED FILLS CAN BE FURNISHED TO THE OWNER DURING AND UPON COMPLETION OF THE PROJECT.
8. DENSITY TESTS SHALL BE TAKEN TO EVALUATE THE COMPACTION WITHIN THE STREETS, TRAVEL WAYS OR PARKING LOTS. WITHIN THE UPPER 3 FEET OF STREET, TRAVEL WAYS OR PARKING LOT SUBGRADE, THE CONTRACTOR SHALL INSURE THAT ALL SOILS BE NOT MORE THAN ONE PERCENTAGE POINT OVER THE SOIL'S STANDARD PROCTOR OPTIMUM MOISTURE CONTENT, AND THAT COMPACTION TO A MINIMUM OF 100% OF STANDARD PROCTOR DENSITY BE PROVIDED. IN AREAS BELOW THE UPPER THREE FEET OF SUBGRADE OF THE STREETS, TRAVEL WAYS OR PARKING LOTS, THE CONTRACTOR SHALL INSURE THAT ALL SOILS BE NOT MORE THAN THREE PERCENTAGE POINTS OVER THE SOIL'S STANDARD PROCTOR OPTIMUM MOISTURE CONTENT, AND THAT COMPACTION TO A MINIMUM OF 95% OF STANDARD PROCTOR DENSITY BE PROVIDED. THE GRADING TOLERANCE FOR THESE AREAS SHALL BE WITHIN 0.1".
9. LOT GRADING AND/OR THE PREPARATION OF BUILDING PADS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS. THE GRADING TOLERANCE SHALL BE 0.30". ALL EARTHWORK OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE HUD-FHA DATA SHEET 79C "LAND DEVELOPMENT WITH CONTROLLED EARTHWORK", PROVIDING FOR A MINIMUM OF 95% STANDARD DENSITY, OR AS OTHERWISE SPECIFIED BY THE GEO-TECHNICAL ENGINEER.
10. IN AREAS WHERE RETAINING WALLS ARE PROPOSED ON CONTROLLED FILL AREAS A MINIMUM 95% STANDARD DENSITY NEEDS TO BE ATTAINED WHERE FILL THICKNESSES EXCEED 10' BELOW WALL FOUNDATION ELEVATIONS. A HIGHER MINIMUM OF 98% SHALL BE ATTAINED.
11. THE SITE GRADING TOLERANCE FOR THE SITE SHOULD BE ±0.1" FOR STREETS & BLDG. AND ±0.30" FOR LANDSCAPED/OPEN AREAS.
12. TOPSOIL SHALL BE RE-SPREAD AT A MINIMUM DEPTH OF 6" ON ALL DISTURBED AREAS TO BE VEGETATED.

SPECIFIC GRADING NOTES:

1. THE EXISTING TOPOGRAPHY AND CONTOUR ELEVATIONS ON THE PLANS WERE PROVIDED BY JAMES R. HILL ON OCTOBER 30, 2015. THE DEGREE OF ACCURACY OF THE EXISTING CONTOURS SHOWN ON THE PLAN IS EQUAL TO ± ONE HALF THE CONTOUR INTERVAL.



James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2500 W. CTY. RD. 42, SUITE 120, BURNSVILLE, MN 55337
 PHONE: (952)890-6044 FAX: (952)890-6244

I hereby certify that this plan, specification or report was prepared, specified or supervised by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 JAMES R. HILL, P.E.
 Date: 03/24/16 Reg. No. 18495

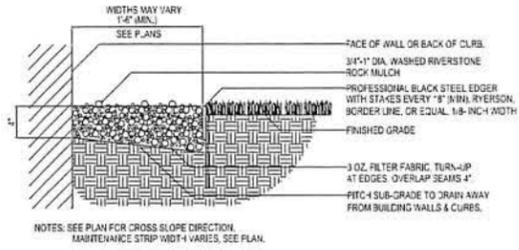
INVER GROVE HOTEL
 INVER GROVE HEIGHTS, MINNESOTA
PRELIMINARY GRADING & DRAINAGE PLAN
 FOR
SARJU INC.
 2020 WILSON AVE. SOUTH ST. PAUL, MN 55075

DRAWN BY	EPF
DATE	04/26/16
REVISIONS	
06/09/2016 - STORMWATER REV.	
CAD FILE	23224-G
PROJECT NO.	23224
C3.1	

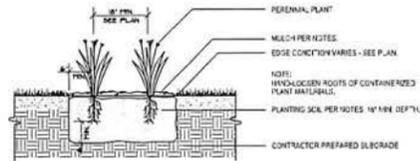
GOPHER STATE ONE CALL
 CALL 48 HOURS BEFORE YOU DIG!
 TWIN CITY AREA 651-454-0022
 MN. TOLL FREE 1-800-252-1166

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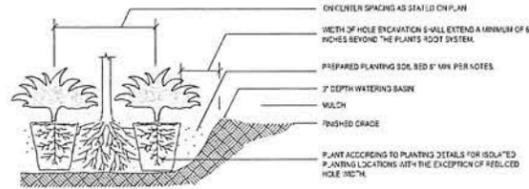
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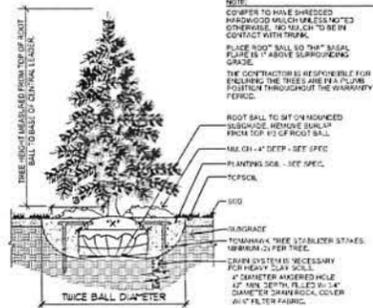
1 ROCK MULCH DETAIL



2 TYP. PERENNIAL PLANTING DETAIL



3 TYP. SHRUB PLANTING - SECTION



5 CONIFEROUS TREE PLANTING - SECTION

Planting Palette:

Qty.	Key	Scientific Name	Common Name	Size	Root	Notes
7	A	Acer x freemanii 'Sienna Glen'	Sienna Glen Maple	2.5' Cal.	B&B	
5	B	Betula nigra	River Birch Clump	6' Hgt.	B&B	Clump
4	C	Quercus rubra	Red Oak	2.5' Cal.	B&B	Spring dug
7	D	Malus 'Pink Spire'	Pink Spire Flowering Crab	1.5' Cal.	B&B	
16	E	Picea glauca 'Densata'	Black Hills Spruce	6' Hgt.	B&B	
12	F	Crataegus laevigata 'Crimson Cloud'	Crimson Cloud Hawthorn	1.5' Cal.	B&B	

TREES:

Qty.	Key	Scientific Name	Common Name	Size	Root	Notes
72	G	Dicentra lonicera	Dwarf Bush Honeysuckle	#2	POT	
21	H	Spiraea japonica 'Neon Flash'	Neon Flash Spirea	#2	POT	
32	I	Viburnum trilobum 'Bailey Compact'	Compact American Cranberry	#2	POT	
20	J	Juniperus sabina 'Calgary Carpet'	Calgary Carpet Juniper	#2	POT	
16	K	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	#2	POT	
56	L	Spiraea japonica 'Little Princess'	Little Princess Spirea	#2	POT	
23	M	Salix purpurea 'Nana'	Arctic Blue Leaf Willow	#2	POT	
21	N	Comus Alba 'Regnum'	Red Gnome Dogwood	#2	POT	

SHRUBS:

Qty.	Key	Scientific Name	Common Name	Size	Root	Notes
36	O	Rubus idaeus 'Goldstrum'	Goldstrum Rubus	#1	POT	
80	P	Hemerocallis 'Stella D'Oro'	Stella D'Oro Daylily	#1	POT	

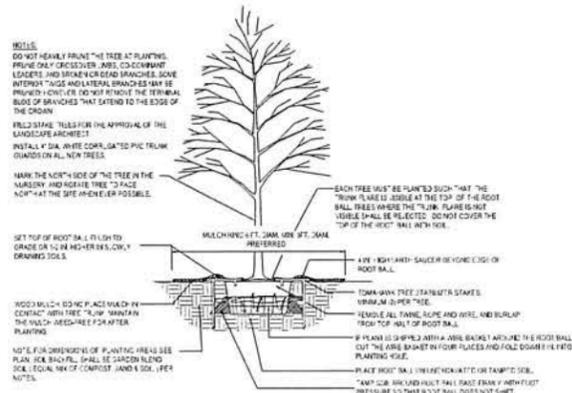
PERENNIALS:

City of Inver Grove Heights Commercial Zoning Landscape Requirements	Building SF	Lot Perimeter	Required	Provided
(1) Over-story Tree for every 1,000SF or 50LF of Site Perimeter	10,806	118	11/24	12
(3) Over-story Tree for every 10 parking spaces		32 Parking Spaces	3	3
(6) Shrubs may equal (1) Over-story Tree up to 50% of required Over-story		261 shrubs @ #1 = 11 Over-story Trees	NA	12

Per City comments on 7-21-16: 21 trees were added

Landscape Notes:

- Tree saucer mulch to be four inches (4") depth natural single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail.
- Refer to civil plan sheets for grading, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.
- All plant material shall comply with the latest edition of the American Standard for Nursery, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified.
- Plan takes precedence over plant schedule if discrepancies in quantities exist.
- All proposed plants shall be located and staked as shown.
- Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
- The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours.
- Refer to the civil engineer's plans for erosion control measures on graded slopes. Coordinate seeding activities with the erosion control installer.
- The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
- If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission.
- Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.
- Contractor is responsible for ongoing maintenance of all newly installed material until time of owner acceptance. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
- The contractor shall guarantee newly planted material through one calendar year from the date of written owner acceptance. Plants that exhibit more than 10% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period.
- This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.
- The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
- Plant size & species substitutions must be approved in writing prior to acceptance in the field.
- The landscape contractor shall furnish an Irrigation Layout Plan for head-to-head coverage of all turf and shrub planting areas. Use commercial-grade irrigation equipment (Hunter Industries) and provide product cut-sheets and (4) copies of the proposed layout plan to the landscape architect for review and approval. Coordinate irrigation connection point, controller, rain sensor placement, backflow and valving locations with the architect & general contractor. Valve boxes shall have lockable lids and be concealed in plant beds when possible. Bid to include (1) full shut-down and (1) spring start-up of the system.
- All edger shall be professional grade black steel edger, 1/8" thick, Ryerson or Equal. Anchor every 18" on-center (minimum). Submit sample.
- Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.
- Unless otherwise noted/indicated, plant beds shall receive 4" depth of 1" dia. washed river stone mineral mulch over fabric weed barrier (DeWit Pro 3.0oz. Needlepunch, Nonwoven), per detail. Submit mulch sample for Owner approval. Do not install weed mat under perennial plantings areas, except if under rip-rap stone.
- Retaining walls (if not specified on civil plans) shall be 6" precast segmental units, straight-faced, gray in color with matching cap units. Wall engineering by wall manufacturer. Submit wall plans and color chart for approval prior to installation. Boulder (gravelly) walls are not acceptable.
- All sod areas shall be prepared prior to planting with a harley power box rake or equal to provide a firm planting bed free of stones, sticks, construction debris, etc. Any alternate seed mixtures, rates, & application method noted shall be submitted to the landscape architect for approval.
- The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation.
- The landscape contractor shall contact Gopher State One Call no less than 48 hours before digging for field utility locations.
- The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the satisfaction of the municipal staff. This includes silt curtain fencing and sediment logs placed in the landscape.
- The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractors on matters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.



4 DECIDUOUS TREE PLANTING - SECTION

Calyx Design Group, LLC
 Landscape Architecture-Sustainable Design-Planning
 370 Selby Avenue | Suite 301 | Saint Paul, MN 55102
 telephone: 651.788.9018
 internet: www.calyxdesigngroup.com



I hereby certify that the plan, specification, contract documents and I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.
 Print Name: Benjamin D. Hartung, P.L.A.
 Signature: [Signature]
 Date: 6/20/16 License No. 48964

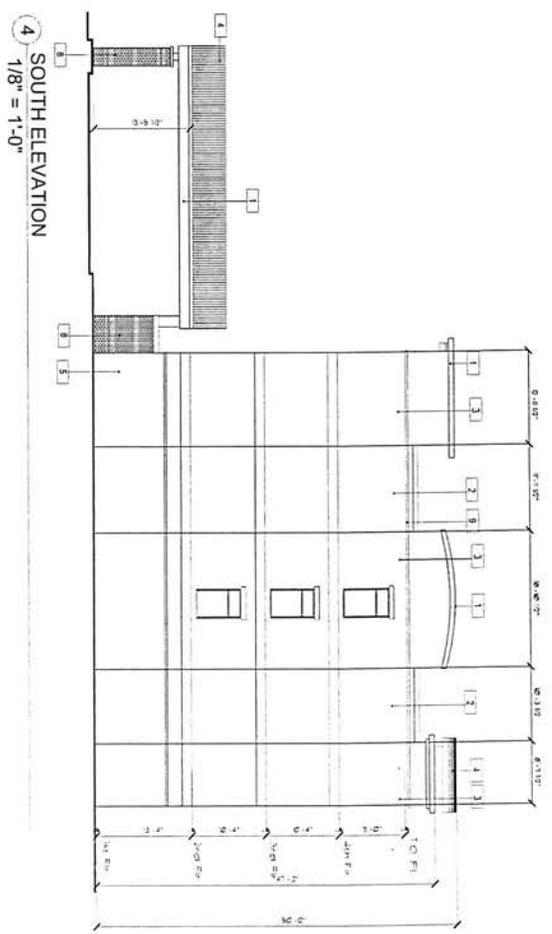
INVER GROVE HOTEL
 INVER GROVE HEIGHTS, MINNESOTA
PRELIMINARY LANDSCAPE DETAILS
 FOR
SARJU INC.
 2020 WILSON AVE, SOUTH ST. PAUL, MN 55075

DRAWN BY
 BH
 DATE
 6/9/16
 REVISIONS
 7/22/16 ADDED TREES
 PER CITY COMMENTS

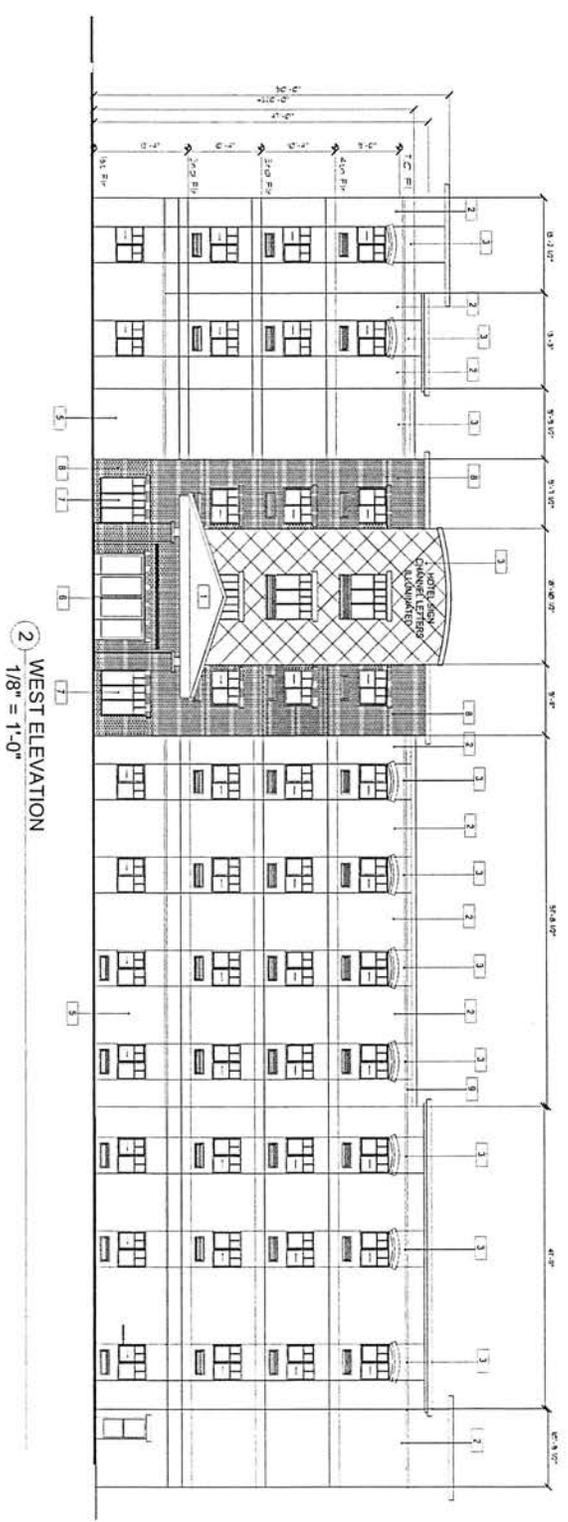
CAD FILE
 PROJECT NO.
 23224
 L1.2

Keynote Number	Description
----------------	-------------

- 1 STUCCOERS: MOIRE - SHERWIN WILLIAMS SW 6127
- 2 STUCCOERS: RESTRAINED GOLD - SHERWIN WILLIAMS SW 6129
- 3 STUCCOERS: ROSC PEARL - SHERWIN WILLIAMS SW 6300
- 4 STAINING SEAM METAL ROOF - COLOR: DARK BRONZE TO MATCH WINDOWS
- 5 STUCCOERS: GALDANT GOLD - SHERWIN WILLIAMS SW 6391
- 6 ENTRY DOOR: DARK BRONZE ANODIZED (STANDARD)
- 7 ALUMINUM: ANODIZED BRONZE TO MATCH WINDOW SYSTEM - BY MANUFACTURER
- 8 BRICK: BY GLENGERY COLOR: BLACK PEARL (WA1 1-9803) STANDARD
- 9 LED LIGHT STRIP (CONTINUOUS) SUPPLIED BY SIGNAGE CONTRACTOR GC TO PROVIDE JBOX FOR POWER



4 SOUTH ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

PLAN CHECK SET 5-1-16

Sheet No.
A3.2

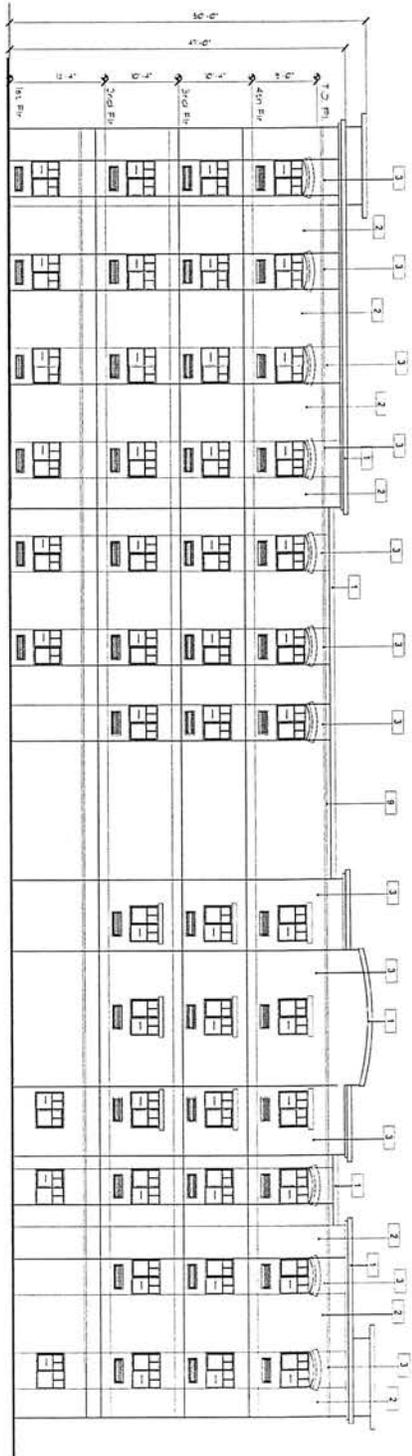
BIEBERLY ARCHITECTS
227 North 4th St., Suite 302
Minneapolis, MN 55401
Phone: 612-221-1221
Fax: 612-221-1222
www.bieberly.com

80 ROOM HOTEL FOR:
HEMANT BHAKTA
INVER GROVE HEIGHTS, MINNESOTA

EXTERIOR ELEVATIONS

DATE	NO.	DESCRIPTION

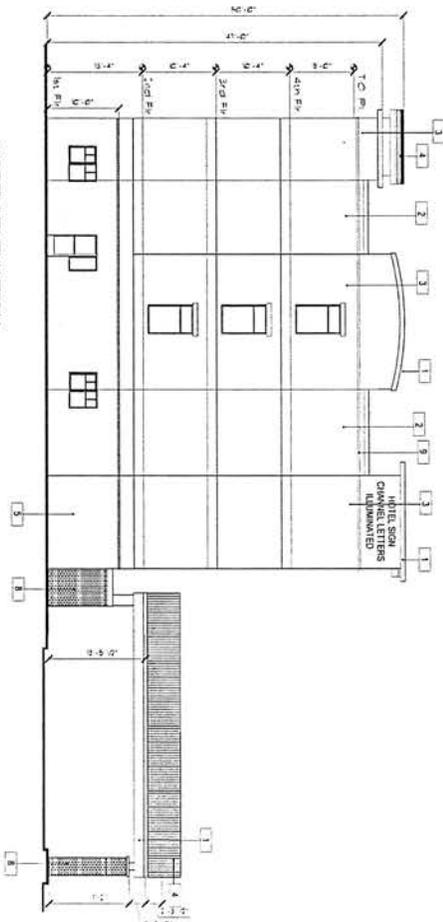




1 EAST ELEVATION
1/8" = 1'-0"

KEYNOTES - EXTERIOR ELEVATIONS - SOLEL

Keynote Number	Description
1	STUCCO/EIFS, NOIRE, SHERWIN WILLIAMS, SW 6172
2	STUCCO/EIFS, RESTRAINED GOLD, SHERWIN WILLIAMS, SW 6172
3	STUCCO/EIFS, BOSC PEARL, SHERWIN WILLIAMS, SW 6289
4	STANDING SEAM METAL ROOF - COLOR, DARK BRONZE TO MATCH WINDOWS
5	STUCCO/EIFS, GALLANT GOLD, SHERWIN WILLIAMS, SW 6291
6	ENTRY DOOR, DARK BRONZE ANODIZED (STANDARD)
7	ALUMINUM, ANODIZED BRONZE TO MATCH WINDOW SYSTEM - BY MANUFACTURER
8	BRICK, BY GLENSEY COLOR, BLACK PEARL (M11-9003) STANDARD
9	LED LIGHT STRIP (CONTINUOUS) SUPPLIED BY SIGNAGE CONTRACTOR, GC TO PROVIDE ABOX FOR POWER



3 NORTH ELEVATION
1/8" = 1'-0"

PLAN CHECK SET 5-1-16

SHEET NO.
A3.1



BIEBERLY ARCHITECTS
227 10TH AVENUE NW, SUITE 302
MINNAPOLIS, MN 55401
PHONE 612-332-2222
FAX 612-332-2222
WWW.BIEBERLYARCHITECTS.COM

80 ROOM HOTEL FOR:
HEMANT BHAKTA
INVER GROVE HEIGHTS, MINNESOTA

Drawing Title
EXTERIOR ELEVATIONS

The design and details described herein are the exclusive property of BIEBERLY ARCHITECTS, PA and shall not be used, modified, reproduced or sold in whole or in part without prior written consent of BIEBERLY ARCHITECTS, PA.

DATE: 2-28-16
DWG NO.: 2004
DESIGNER: DDB
CHECKED BY: DDB
DATE: 2-28-16



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

INVER GROVE STORAGE, LLC – CASE NO. 16-37SC

Meeting Date: August 22, 2016
 Item Type: Regular Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by: *HB* Planning
 Engineering

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

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at 9735 South Robert Trail:

- a) a Resolution relating to a **Preliminary and Final Plat** for a one lot subdivision.
 - Requires 3/5th's vote.
- b) a Resolution relating to a **Conditional Use Permit Amendment** to construct an additional mini-storage building on the property.
 - Requires 4/5th's vote.
- c) a Resolution relating to **Variance** from the maximum size of a wall sign in the I-1 zoning district.
 - Requires 3/5th's vote.
 - 60-day deadline: September 16, 2016 (first 60- days)

SUMMARY

The applicant is proposing to construct a three-story 32,412 gross square foot climate controlled building located on the northwest corner of the property. To be in compliance with the original approval, the applicants are requesting a preliminary and final plat for a one lot subdivision to be known as Gopher Resource Addition.

Mini-storage facilities are a conditional use in the I-1 district. There are nine existing cold storage buildings on the property. The new building would be located on existing impervious surface. The proposed building is consistent with the Comprehensive Plan and meets the site plan and conditional use criteria. The proposed building and parking lot meet the required perimeter setbacks. Access to the property would not be changing. A lighting plan has not been submitted but the lighting must be downcast and comply with zoning requirements.

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 and improvement agreement shall be executed between the applicant and the City relating to the location of proposed improvements and stormwater control on the property. These agreements will be in front of Council at a later date.

The applicant is requesting a variance from the maximum size of a wall sign in the I-1 zoning district. They are requesting a 240 square foot wall sign on the new building whereas 100 square feet is the maximum allowed. The proposed sign does not appear to have an adverse impact on the neighboring properties and takes up less than 10% of the actual wall surface area. The code allows a building with at least 50,000 gross square feet to have a 350 square

foot wall sign. The proposed building is 32,000 gross square feet but when calculating all of the buildings on the property the gross square footage exceeds 50,000 square feet. Therefore, staff believes that a 240 square foot wall sign would meet the general purpose and intent of the zoning code. Additionally, the building is located over 300 feet from South Robert Trail, along a bend in the road. For public safety reasons a larger signs seems like a reasonable request, as the location of the building and the traffic speeds of South Robert Trail may make it difficult to read a 100 square foot wall sign.

RECOMMENDATION

Planning Staff: Based on the information provided staff recommends approval of the requests as presented with the conditions listed in the attached resolutions.

Planning Commission: At the August 16, 2016 public hearing the Planning Commission recommended approval of the preliminary and final plat and conditional use permit amendment as submitted (9-0).

The Planning Commission recommended approval of the sign variance with the conditions listed (6-3).

Attachments: Preliminary and Final Plat Resolution
CUP Amendment Resolution
Variance Resolution
Planning Commission Recommendation
Planning Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FINAL PLAT FOR A ONE LOT SUBDIVISION TO BE
KNOWN AS GOPHER RESOURCE ADDITION**

**CASE NO. 16-37SC
Inver Grove Storage, LLC**

WHEREAS, a final plat application has been submitted to the City for property legally described as;

That part of the West 1/2 of the SW 1/4 of Section 19, Township 27, Range 22 in Dakota County, Minnesota, described as follows:

Commencing at the Northwest corner of said West 1/2 of the SW 1/4; thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West 1/2 of the SW 1/4 to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3 (also known as South Robert Trail); thence Southwesterly along said right-of-way line a distance of 604.14 feet, more or less, to its intersection with the West line of said West 1/2 of the SW 1/4; thence Northerly along said West line a distance of 666.87 feet, more or less, to the point of beginning.

WHEREAS, a public hearing concerning the preliminary plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 16, 2016;

WHEREAS, the plat application conforms to all applicable zoning and subdivision regulations (City Code Title 10 and 11) and other standards applied by the City in the platting of property.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat of Gopher Resource Addition is hereby approved subject to the following conditions:

1. The final plat and development plans shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.

2. An Improvement Agreement and Stormwater Facilities Maintenance Agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to issuance of a building permit.
3. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

Passed this 22nd day of August, 2016.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO
CONSTRUCT AN ADDITIONAL MINI-STORAGE BUILDING ON THE PROPERTY**

Inver Grove Storage
Case No. 16-375C

WHEREAS, the request is for the property located at 9735 Robert Trail and legally described as:

Lot 1, Block 1, Gopher Resource Addition, Dakota County, Minnesota

WHEREAS, an application for a conditional use permit amendment has been submitted to construct a 32,412 gross square foot mini-storage building on the property;

WHEREAS, the aforescribed property is zoned I-1, Limited Industry;

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 August 16, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit amendment to allow a 32,412 gross square foot mini-storage building on the property 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 herein:

Site Plan	dated 7/15/16
Site Grading Plan	dated 7/15/16
Site Utility Plan	dated 7/15/16
Exterior Elevations	dated 8/03/16
Landscape Plan	dated 7/15/16
Sign Plan	dated 8/03/16

2. 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.
3. All signage requires a separate sign permit and shall conform to the sign requirements of the I-1 zoning district.
4. All parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.
5. Any roof top and/or ground utility equipment shall be completely screened on all sides from public view. Screening materials shall be compatible with the buildings overall design.
6. All plans shall be subject to the review and approval of the City Fire Marshal.
7. An improvement agreement, stormwater agreements, and other agreements related thereto, shall required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.
8. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
9. The developer shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

Adopted by the City Council of Inver Grove Heights this ___22nd__ day of __August__, 2016.

AYES:
NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO ALLOW A WALL SIGN 240 SQUARE
FEET IN SIZE WHEREAS 100 SQUARE FEET IS MAXIMUM ALLOWED IN THE I-1
ZONING DISTRICT

CASE NO. 16-37SC
Inver Grove Storage, LLC

WHEREAS, the request is for the property located at 9735 Robert Trail and legally described as:

Lot 1, Block 1, Gopher Resource Addition, Dakota County, Minnesota

WHEREAS, an application has been received for a Variance to allow a wall sign 240 square feet in size;

WHEREAS, the afore described property is zoned I-1, Limited Industrial;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 16, 2016 in accordance with City Code Section City Code 10-3-3: C;

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

- a. The sign does not appear to have any adverse impacts on the neighboring properties and takes up less than 10% of the actual wall surface area.
- b. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- c. The request appears to be reasonable as the gross square footage of all the signs on the property is less than the total allowed amount for the site.
- d. The building is located over 300 feet from South Robert Trail, along a bend in the road. For public safety reasons a larger signs seems like a reasonable request, as the location of the building and the traffic speeds of South Robert Trail may make it difficult to read a 100 square foot wall sign.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a wall sign 240 square feet in size is hereby approved subject to the following conditions:

- 1. The site shall be developed in substantial conformance with the sign plan dated 08/03/16 on file with the Planning Department except as may be modified herein.
- 2. All signage requires a separate sign permit and shall conform to the sign requirements of the I-1 zoning district except the size approved by this variance.
- 3. The 240 square foot wall sign must be entirely static.

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 August, 2016.

George Tourville, Mayor

Ayes:
Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 16, 2016

SUBJECT: INVER GROVE STORAGE – CASE NO. 16-37C

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary and final plat for a one lot subdivision, a conditional use permit amendment to construct an additional mini-storage building on the property, and a variance from the maximum wall sign size allowance in the I-1 zoning district, for the property located at 9735 South Robert Trail. 16 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is proposing to construct a three-story 32,412 square foot climate controlled building located on the northwest corner of the property. The building would be located on existing impervious surface. To be in compliance with the original approval, the applicants are requesting a preliminary and final plat for a one lot subdivision. Mini-storage facilities are a conditional use in the I-1 district. There are nine existing cold storage buildings on the property. A lighting plan has not been submitted but the lighting must be downcast and comply with the foot candle requirements. The applicant is requesting a variance from the maximum size of a wall sign in the I-1 zoning district. They are requesting a 240 square foot wall sign on the new building whereas 100 square feet is the maximum allowed. The proposed sign does not appear to have an adverse impact on the neighboring properties and takes up less than 10% of the actual wall surface area. The code allows a building with at least 50,000 gross square feet to have a 350 square foot sign. The proposed building is 32,000 gross square feet but when calculating all of the buildings on the property the gross square footage exceeds 50,000 square feet. Therefore, staff believes that a 240 square foot sign would meet the general purpose and intent of the zoning code. Additionally, the building is located over 300 feet from South Robert Trail, along a bend in the road. For public safety reasons a larger signs seems like a reasonable request, as the location of the building and the traffic speeds of South Robert Trail may make it difficult to read a 100 square foot sign. Staff recommends approval of the requests with the conditions listed in the report. Staff did not hear from any neighboring property owners.

Chair Maggi asked if it was common for the conditions of previous approvals not to be identified during the sale of property.

Ms. Botten replied it would not come up during the title search.

Chair Maggi asked if there were any other signs on the property and, if so, what size were they.

Ms. Botten replied there was a freestanding sign on the property but she did not recall its exact

size.

Chair Maggi referred to Ms. Botten's previous comment regarding the signage allowed for a 50,000 square foot building and noted there was other signage on the property that would relate to the total signage allowed on the site.

Commissioner Simon questioned whether the 2-3 existing signs on the property would be included in the total signage amount.

Ms. Botten replied in the affirmative. The applicants were allowed a certain amount of gross square feet of signage for the entire property; the existing signage along with the proposed wall sign would count towards that number.

Opening of Public Hearing

Quinn Hutson, CNH Architects, advised he was representing the owner and was available to answer any questions.

Chair Maggi asked Mr. Hutson if he read and understood the report.

Mr. Hutson replied in the affirmative. He advised that the proposed building is quite a ways from the road and a 100 square foot sign would not be visible from that distance.

Commissioner Wippermann asked the applicant why they needed such a large sign in addition to the existing freestanding sign.

Mr. Hutson replied that the sign would be an opportunity to tell the public that climate controlled storage was now available, as well as where it was located.

Commissioner Wippermann asked what the proposed sign would say.

Mr. Husting replied 'Climate Controlled Storage'.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Wippermann stated his only concern was with the signage variance as he felt it did not meet the guidelines for approval in regard to a practical difficulty.

Chair Maggi noted that staff identified a practical difficulty in the report.

Ms. Botten advised that staff believes a practical difficulty can be found in the fact that the extra size is needed for public safety and visibility purposes from South Robert Trail.

Commissioner Wippermann requested that the variance portion of the request be voted on separately.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Scales, to approve the request for a preliminary and final plat for a one lot subdivision and a conditional use permit amendment to construct an additional mini-storage building on the property, for the property located at 9735 South Robert Trail.

Motion carried (9/0).

Commissioner Wippermann was concerned about the precedent this would set, stating there were likely many businesses in town set back from the highway that would like a larger sign to attract more business.

Chair Maggi recalled that a larger sign was approved for A & W so they would have visibility from the highway.

Commissioner Niemioja considered this request for a wall sign to be different from that of a freestanding sign, and stated she was not aware of any storage business that does not identify their cold storage units.

Commissioner Scales supported the request and was pleased to see this business expansion.

Motion by Commissioner Scales to approve the variance to exceed the maximum size allowance for a wall sign in the I-1 zoning district.

Commissioner Lissarrague felt the practical difficulty stated by staff was too general and would prefer to have the Commission come up with a better one.

Chair Maggi asked for clarification that Commissioner Scales' motion on the table was based on the practical difficulty as stated by staff.

Commissioner Scales replied in the affirmative.

Motion seconded by Commissioner Robertson.

Motion carried (6/3 – Wippermann, Simon, and Lissarrague). This item goes to the City Council on August 22, 2016.

**PLANNING REPORT
CITY OF INVER GROVE HEIGHTS**

REPORT DATE: August 10, 2016

CASE NO.: 16-37SC

HEARING DATE: August 16, 2016

APPLICANT & PROPERTY OWNER: Inver Grove Storage, LLC

REQUEST: Preliminary and Final Plat for a one-lot subdivision, Conditional Use Permit Amendment for a ministorage building, and a Variance from sign size

LOCATION: 9735 South Robert Trail

COMPREHENSIVE PLAN: LI, Light Industrial

ZONING: I-1, Limited Industrial

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant currently owns and operates the mini-storage facility located at 9735 South Robert Trail. The property is 5.4 acres in size and zoned industrial. The site currently has nine cold storage buildings along with an area for U-haul storage and rental.

The applicants are proposing to add a three-story, 32,412 gross square foot climate controlled building on the northwest corner of the property. The building would be located on existing impervious surface, where the U-haul Storage is currently located. The applicants have stated they are going to continue with the U-haul rental; they will have room on the property for three trucks to be rented.

During discussions with City Staff it was discovered the previous owner did not record the approved final plat. A final plat becomes null and void if not recorded within 90 days of city approval. To be in compliance with the original approval, the applicants are requesting a preliminary and final plat for a one lot subdivision.

A mini-storage facility is a conditional use in I-1 zoning district. The specific requests consist of the following:

- a) A **Preliminary and Final Plat** for a one lot subdivision to be known as Gopher Resource Addition.
- b) A **Conditional Use Permit Amendment** to construct an additional mini-storage building on the property.
- c) A **Variance** from the maximum size of a wall sign in the I-1 zoning district.

EVALUATION OF THE REQUEST

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

North	Industrial; zoned I-1; guided LI, Light Industrial
East	Industrial; zoned I-1; guided LI, Light Industrial
South	Trail Liquor; zoned B-3/PUD; guided CC, Community Commercial
West	City of Eagan/Eagan Car Club

SITE PLAN REVIEW

Lot Size. The parcel is 5.4 acres in size and 605 feet wide; complying with minimum lot size and width requirements of the I-1 district.

Setbacks. The proposed building meets or exceeds the required perimeter setbacks of 40' for the site.

Building Coverage. The I-1 zoning allows 30% building coverage on a property. Including the new building the site would be at 18%.

Building Height. The I-1 district allows a maximum building height of 60 feet; the proposed structure is 27 feet complying with code requirements.

Parking Lot. The mini-storage facility has four existing customer parking stalls, including one handicap space. The applicants are proposing one additional handicap space by the new building along with four extra deep spaces that can be used for U-haul storage or customer parking. U-Haul storage is not allowed in the customer parking area in the front of the site, with the exception of picking up and dropping off a vehicle.

Screening/Landscaping. The zoning code requires the equivalent of 32 trees to be planted based on one tree per 1,000 square feet of building floor area. The submitted landscape plan shows the equivalent 33 trees that are a combination of over-story and ornamental, complying with code requirements. The trees would be along the front of the property as well as the back, north side of the property.

The code requires all roof top and ground mounted mechanical equipment to be screened from view. The plans do not demonstrate where mechanical equipment would be located. Screening will be reviewed at time of building permit.

Access and Surfacing. Access to the property is not changing; there is one access point off of Robert Trail.

Building Materials. The entrance of the building has a three-story aluminum window section with the remainder of the building constructed of precast panels complying with code requirements.

Lighting. All parking lot lighting and building lighting shall be designed so as to deflect light away from the public street. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Signage. The applicants are proposing a 240 square foot sign along the south wall of the building. The maximum size for a wall sign is 100 square feet. A variance for the sign size is discussed later in the report.

Engineering. The Engineering Department has conducted a review of the plans and has been working with the applicant in regards to stormwater, grading and erosion control. The final details on the plans would be reviewed and approved by the City Engineer prior to any work commencing on the site.

An improvement agreement and storm water agreement are required to be executed between the City and the applicant. The contracts will address the necessary site improvements, the parties responsible for the improvements, and will require financial surety for the landscaping and any other improvements that may be necessary.

PRELIMINARY AND FINAL PLAT

Zoning and Comprehensive Plan Consistency. The property is zoned I-1, Limited Industrial which requires a one acre minimum lot size and it is guided LI, Light Industrial. The zoning and comprehensive plan designations are consistent with the proposed plat and use on the property.

Lots & Blocks. The proposed plat consists of one lot, 5.4 acres in size, complying with code requirements. The lot is 605 feet wide, exceeding the minimum 100 foot requirement.

GENERAL CONDITIONAL USE PERMIT REVIEW

Mini-storage facilities are a conditional use in the I-1 zoning district. The site currently has nine cold storage buildings. The request is to add a temperature controlled building in the northwest corner of the property.

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.*

This criterion is met. The Comprehensive Plan recognizes the proposed area as industrial. A ministorage facility is consistent with the long range plan for the area.

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 use of a mini-storage facility is a conditional use in the B-3 and I-1 zoning districts. The property is located in the I-1 district, with approval of the CUP amendment, the request would be consistent with the zoning requirements.

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

This criterion is satisfied, the closest neighboring home is to the northwest about 350 feet away. The proposed use would not create high noise or traffic levels or other adverse impacts to the neighborhood.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

This criterion is met; the proposed property improvements do not appear to have any negative effects on City facilities or services. Overall a mini-storage facility is a low intensity industrial use.

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

- i. Aesthetics/exterior appearance*

The building would be constructed with precast panels complying with code requirements.

- ii. Noise*

The noise from the new building would not be any greater than the existing buildings.

- iii. Fencing, landscaping and buffering*

The property has a privacy and chain link fence surrounding the site for security and screening purposes. Landscaping is provided on the property, complying with code 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 lot is about 5.4 acres in size. Ministorage facilities are a conditional use in the I-1 zoning district; the proposed use is appropriate for the zoning, location, and the size of the lot.

Fire and building code requirements would be addressed with the issuance of the building permit.

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

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

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

This criterion is satisfied. The applicant is working with the City Engineering department to comply with the City's surface water and groundwater regulations.

VARIANCE CRITERIA

The applicant is requesting a wall sign on the new building to be 240 square feet in size whereas 100 square feet is the maximum size allowed for a wall sign in the I-1 district.

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

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

The signage request is in harmony with the general intent of the city code. The proposed signage for the property is well under the total allowed amount for the property. The use of the property and signage would also be consistent with the industrial designation in the comprehensive plan.

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

The property would continue to be used in a reasonable manner as a mini-storage facility. City code allows one wall sign on a building with at least 50,000 gross square feet to have a 350 square foot sign. The proposed building is about 32,000 gross square feet in size, when calculating all of the buildings on the property the gross square footage exceeds 50,000 square feet. The new building is located over 300 feet from South Robert, along a bend in the road. The total square footage for the sign is 240 square feet which appears to be a reasonable request for the design and layout of the site and for visibility purposes from South Robert.

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

The location of the building and the traffic speeds of South Robert Trail may make it difficult to read a 100 square foot sign at a safe distance. For public safety a sign clear

and visible from the road identifying the property is safest for all traveling along South Robert.

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

The variance would not alter the character of the area. The proposed sign would be 5.6% of the wall surface area. The code allows up to 10% of wall area to be used as sign space. The proposed sign is a static sign, not exceeding the height of the building and it would not be facing any residential zoned areas.

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

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

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

- A. **Approval** If the Planning Commission finds the application acceptable, the following requests should be recommended for approval:
- Approval of a **Conditional Use Permit Amendment** to allow an additional mini-storage building on the property 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 herein:

Site Plan	dated 7/15/16
Site Grading Plan	dated 7/15/16
Site Utility Plan	dated 7/15/16
Exterior Elevations	dated 8/03/16
Landscape Plan	dated 7/15/16
Sign Plan	dated 8/03/16
 2. 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.
 3. All signage requires a separate sign permit and shall conform to the sign requirements of the I-1 zoning district.
 4. All parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.

forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

RECOMMENDATION

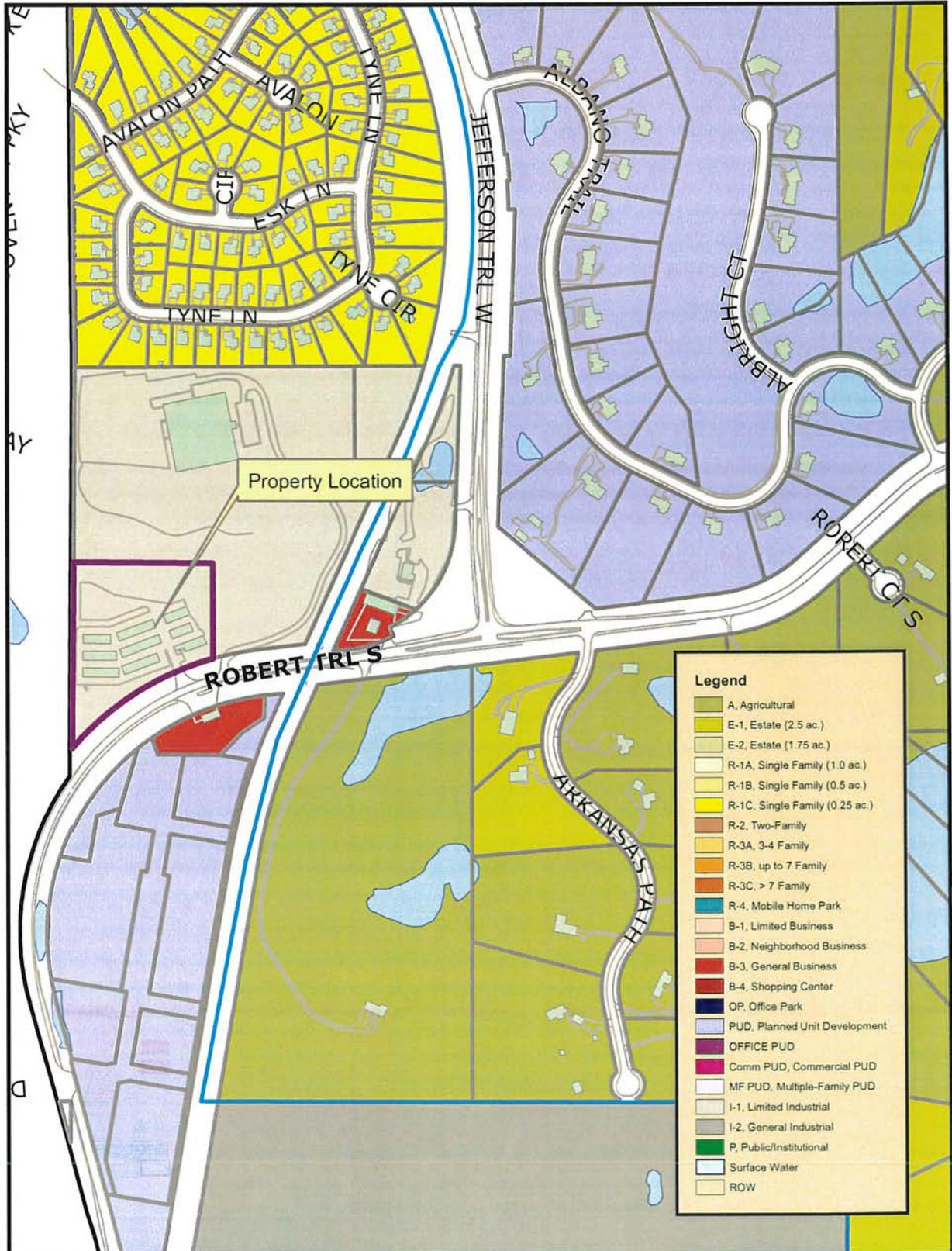
The request to construct a three-story mini-storage building is not out of character for the neighborhood and it is consistent with the comprehensive plan. The requested 240 square foot sign does not appear to have an adverse impact on the neighboring properties. Staff believes a practical difficulty can be found in the fact the property is being used in a reasonable manner. The additional size is for public safety and visibility purposes from South Robert Trail.

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

Attachments: Exhibit A – Location and Zoning Map
Exhibit B – Narrative
Exhibit C – Plat
Exhibit D – Site Plan
Exhibit E – Landscape Plan
Exhibit F – Sign and Building Elevations



Inver Grove Storage 9735 Robert Trail



N
Map not to scale

Exhibit A
Zoning and Location Map



INVER GROVE STORAGE - CONDITIONAL USE PERMIT NARRATIVE:

CNH NO: 16034
DATE: July 15, 2016
TO: City of Inver Grove Heights

The Inver Grove Storage – Heated Storage Building project is for an addition to the existing ministorage facility proposed for this site at 9735 South Robert Trail. The project is for a new 3-story conditioned mini-storage building expanding the current cold storage business to serve the residents of Inver Grove Heights and adjacent communities. This submittal is requesting an update to the existing Conditional Use Permit for this use as required by city ordinance for this zoning district.

This site is shown as Light Industrial in the Comprehensive Plan and zoned I-1 Limited Industrial. The property is a 5.4 acre site just west of Highway 3 between Diffley Road and Highway 149. The existing and proposed buildings combined have a total building footprint area of 41,525 square feet or a site coverage of 18%.

The proposed conditioned facility is positioned on an existing paved area at the back of the site raised somewhat above the front buildings. It is designed with an entrance on the east side of the building with a turn-around and truck parking stalls provided. The building exterior consists of exposed stone aggregate precast panels with exposed ridged stone aggregate banding for added interest. The entrance has a three-story aluminum storefront window section and a prefinished metal suspended canopy. All materials meet the architectural material standards in the city ordinance.

Since the new facility will displace existing bituminous paving, there will be no new impervious surface involved in the addition project; however the current stormwater system will be upgraded to meet the requirements required for this project as shown on the attached civil drawings.

Significant new landscaping is being added to soften and improve the entire site including 35 trees with a wide variety of overstory, ornamental, deciduous, and evergreen species. The trees will be placed both at the property frontage along Highway 3 as well as at the back edge of the site at the first portions of the slope of the hill to the north.

All general ordinance site development standards have been addressed in the design of the heated storage facility. There will be a minimal amount of new site lighting at the new entry canopy. This lighting will be downcast shielded under canopy mounted lights.

B

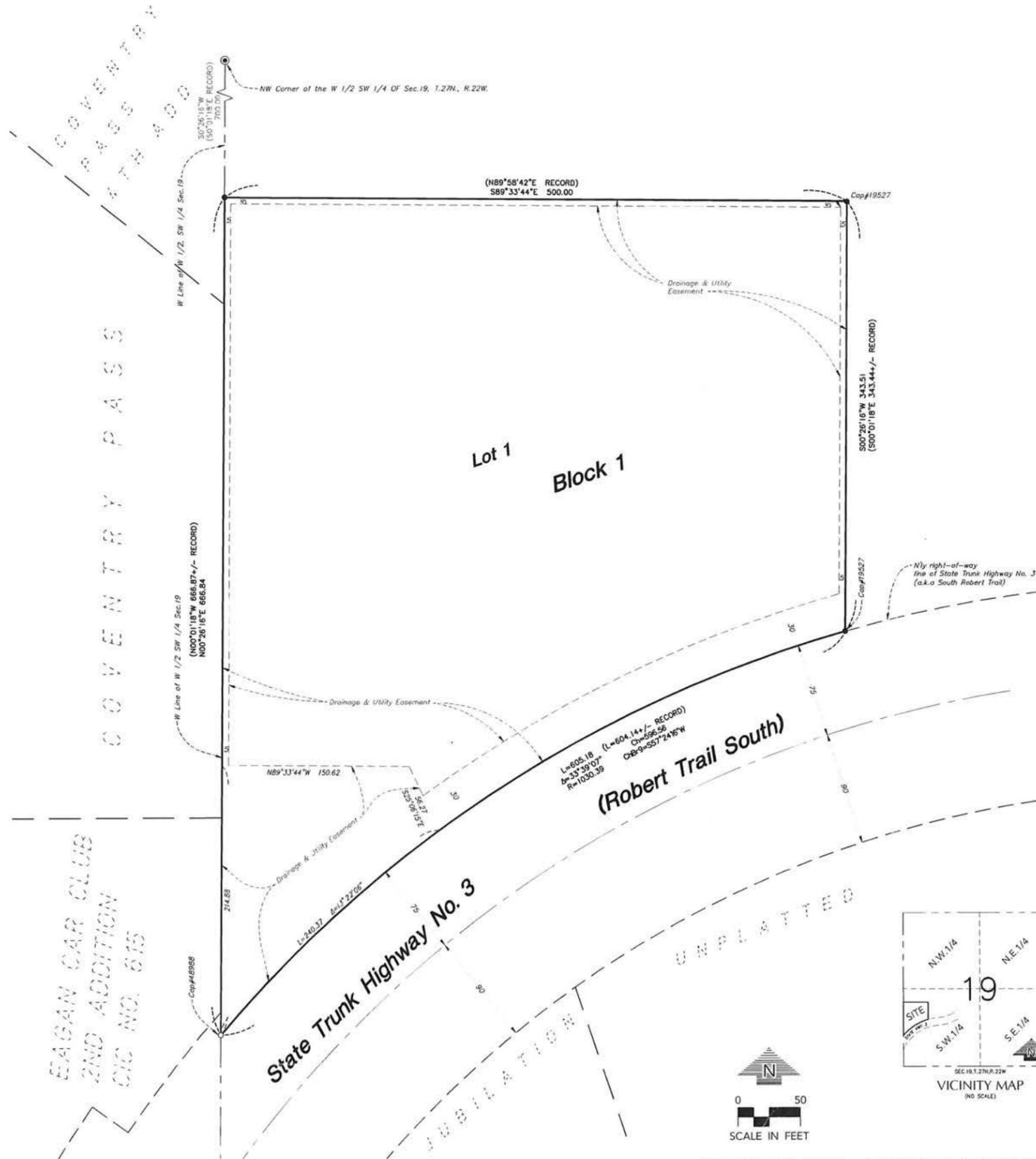
In summary, this is a nicely landscaped update to the existing ministorage facility. The new building will provide a permanent low-maintenance attractive exterior finish. The ministorage use is a low traffic, quiet property use and, in our opinion, a good addition to this site and an added service to the community. On behalf of the property owner, thank you for your consideration of this proposal.

Respectfully Submitted,



Quinn S. Hutson, AIA, LEED AP
Principal
CNH Architects, Inc.

GOPHER RESOURCE ADDITION



Know all persons by these presents: That _____, owner of the following described property situated in the County of Dakota, State of Minnesota, to wit:

Parcel 1:
 That part of the West 1/2 of the SW 1/4 of Section 19, Township 27, Range 22 in Dakota County, Minnesota, described as follows:
 Commencing at the Northwest corner of said West 1/2 of the SW 1/4; thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West 1/2 of the SW 1/4 to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3 (also known as South Robert Trail); thence Southwesterly along said right-of-way line a distance of 604.14 feet, more or less, to its intersection with the West line of said West 1/2 of the SW 1/4; thence Northerly along said West line a distance of 666.87 feet, more or less, to the point of beginning.

Abstract Property
 Has caused the same to be surveyed and platted as GOPHER RESOURCE ADDITION and does hereby dedicate to the public for public use the public way and/or the drainage and utility easements as created by this plat.

In witness whereof said _____, has caused these presents to be signed by its proper officer this ____ day of _____, 20__.

Signed: _____
 By: _____, as _____

STATE OF MINNESOTA
 COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__, by _____, as _____, on behalf of the _____.

Notary Public, _____ County, Minnesota Notary Printed Name
 My Commission Expires _____

I Max L. Stanislawski do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, existing as of the date of this certificate are shown and labeled on this Plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20__.

Max L. Stanislawski, Licensed Land Surveyor,
 Minnesota License No. 48988

STATE OF MINNESOTA
 COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__, by Max L. Stanislawski, a Licensed Land Surveyor.

Notary Public, _____ County, Minnesota Notary Printed Name
 My Commission Expires _____

INVER GROVE HEIGHTS, MINNESOTA

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota this ____ day of _____, 20__.

By _____ By _____
 Chair Secretary

This plat was approved by the City Council of the City of Inver Grove Heights, Minnesota, this ____ day of _____, 20__, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By _____ By _____
 Mayor Clerk

COUNTY SURVEYOR, Dakota County, Minnesota

Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20__.

By _____ By _____
 Dakota County Surveyor

COUNTY AUDITOR / TREASURER, Dakota County, Minnesota

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer has been entered on this ____ day of _____, 20__.

By _____ By _____
 Dakota County Auditor/Treasurer Deputy

COUNTY RECORDER, Dakota County, Minnesota

Document Number _____

I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this ____ day of _____, 20__, at ____ o'clock ____ M. and was duly recorded in Dakota County Records.

By _____ By _____
 Dakota County Recorder Deputy



LANGER CONSTRUCTION



7200 WEST 147TH STREET SUITE 504 APPLE VALLEY, MN 55124-7980 (952) 431-4433

LOUCKS ARCHITECTURE
7200 West Grove, MN 55124
763.424.5505

COMM:

REVISIONS:
△

INVER GROVE HEIGHTS
MINI STORAGE
MN-3, Inver Grove Heights, MN 55077
COMMERCIAL

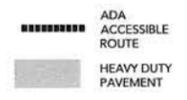
SITE PLAN

C2-1

SITE DATA

AREA	
TOTAL SITE AREA	= 235,175 SF, 5.40 ACRES, 100%
EXISTING IMPERVIOUS SURFACE AREA	= 119,961 SF, 2.75 ACRES, 51.0%
EXISTING PERVIOUS SURFACE AREA	= 115,214 SF, 2.64 ACRES, 49.0%
PROPOSED IMPERVIOUS SURFACE AREA	= 119,947 SF, 2.75 ACRES, 51.0%
PROPOSED PERVIOUS SURFACE AREA	= 115,228 SF, 2.64 ACRES, 49.0%

PARKING	
SURFACE REGULAR STALLS:	7 STALLS
SURFACE ACCESSIBLE STALLS:	1 STALLS
TOTAL SURFACE STALLS:	8 STALLS

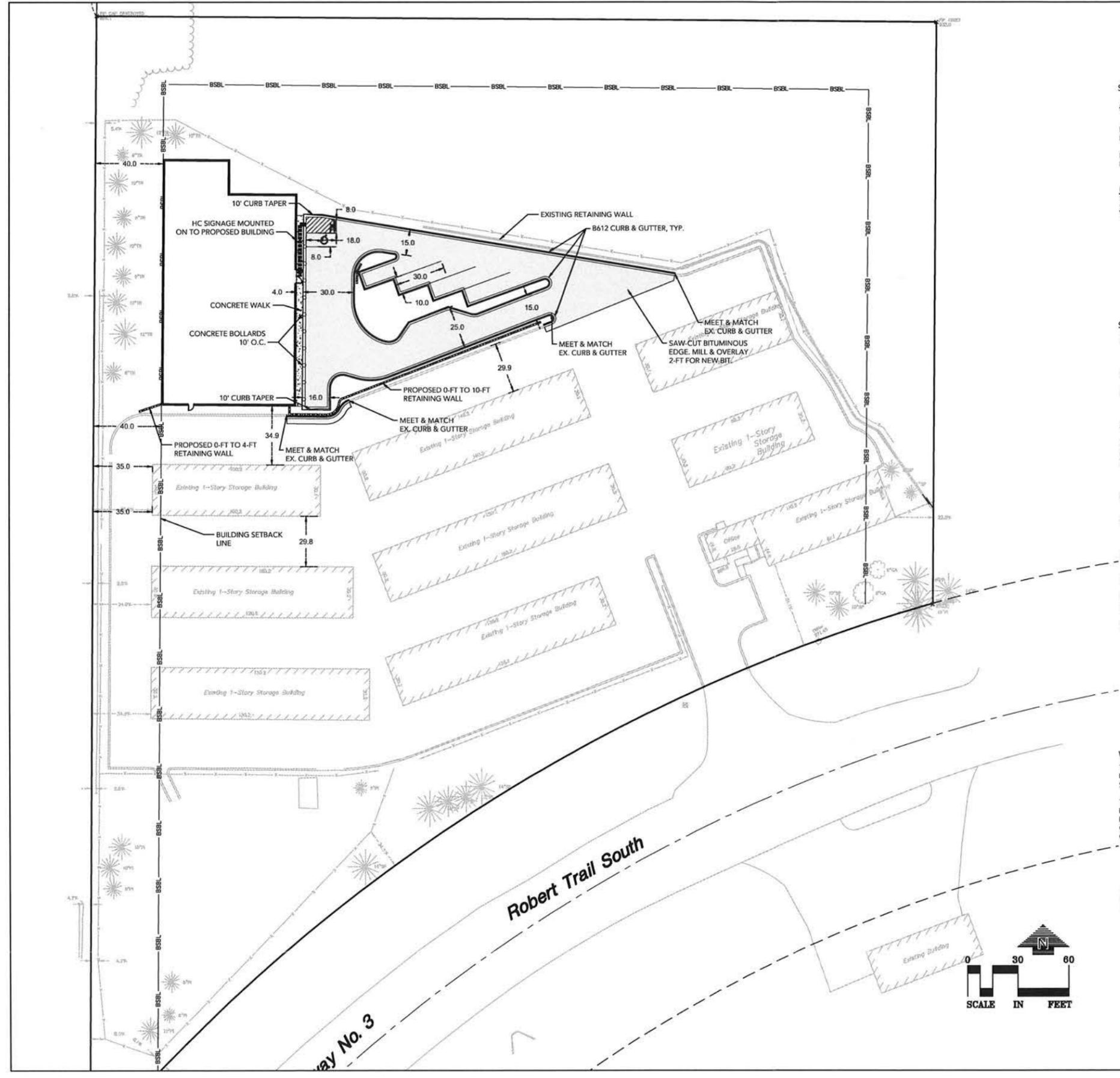
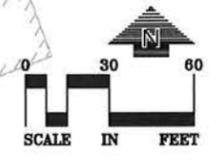


- SITE NOTES**
- BACKGROUND INFORMATION IS BASED ON A FIELD SURVEY BY LOUCKS ASSOCIATES AND RECORD UTILITY DRAWINGS FROM THE CITY OF INVER GROVE HEIGHTS. LOUCKS ASSOCIATES DOES NOT GUARANTEE THE ACCURACY OF INFORMATION PROVIDED BY OTHERS.
 - MINNESOTA STATE STATUTE REQUIRES NOTIFICATION PER "GOPHER STATE ONE CALL" PRIOR TO COMMENCING ANY GRADING, EXCAVATION OR UNDERGROUND WORK.
 - CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
 - CONTRACTOR SHALL OBTAIN A CITY & COUNTY PERMIT FOR OBSTRUCTIONS AND WORK WITHIN RIGHT-OF-WAY. PERMIT IS REQUIRED PRIOR TO REMOVALS OR INSTALLATION.
 - ALL DIMENSIONS ARE SHOWN TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 - PROVIDE A 3 FOOT TAPER AT ALL CURB TERMINI.
 - ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN PER THE REQUIREMENTS OF THE CITY. SEE LANDSCAPE AND ARCHITECTURAL PLANS FOR ANY ADDITIONAL HARDSCAPE APPLICATIONS.
 - THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS DEPT. AND THE CONSTRUCTION ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE STREET RIGHT OF WAY (SIDEWALK, STREET OR DRIVEWAYS)
 - ANY SIGN OR FIXTURES REMOVED WITHIN THE RIGHT OF WAY OR AS PART OF THE SITE WORK SHALL BE REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY REQUIREMENTS. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN ANY EXISTING STREET LIGHTS AND TRAFFIC SIGNS PER THE REQUIREMENTS OF THE CITY.
 - A SIGNIFICANT PORTION OF SITE IMPROVEMENTS NOT SHOWN ON THIS SHEET ARE DESCRIBED AND PROVIDED IN FURTHER DETAIL ON THE ARCHITECTURAL AND LANDSCAPE PLANS. THIS INCLUDES LANDSCAPING, LIGHTING AND OTHER FIXTURES.
 - B612 CONCRETE CURB AND GUTTER SHALL BE INSTALLED AT THE EDGE OF ALL COMMON DRIVES AND PARKING LOTS WITHIN THE SITE, UNLESS NOTED OTHERWISE.
 - ALL PARKING LOT PAVEMENT MARKINGS SHALL BE 4" WIDE WHITE PAINTED STRIPING.
 - DISABLED PARKING SIGNAGE & PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH ADA & MINNESOTA RULES 1341.0502.
 - CITY ENGINEERING STAFF MUST BE PRESENT TO INSPECT ALL CONCRETE FORMS IN PUBLIC RIGHT-OF-WAY PRIOR TO POUR. MINIMUM 24 HOUR NOTICE REQUIRED.

WARNING

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

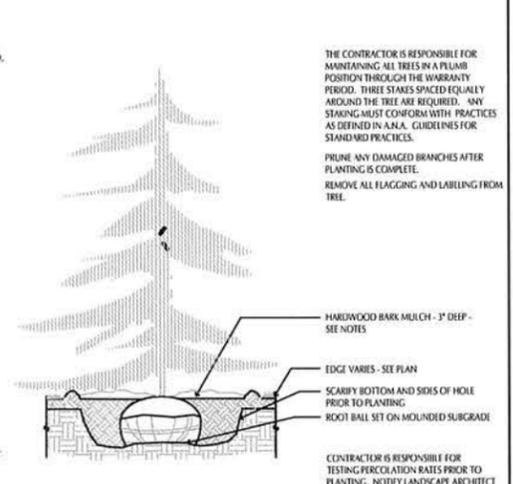
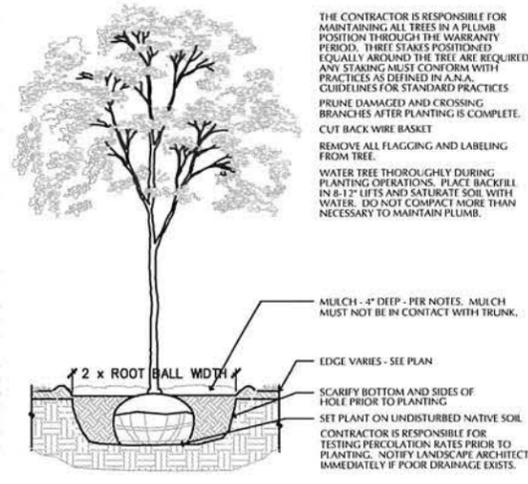
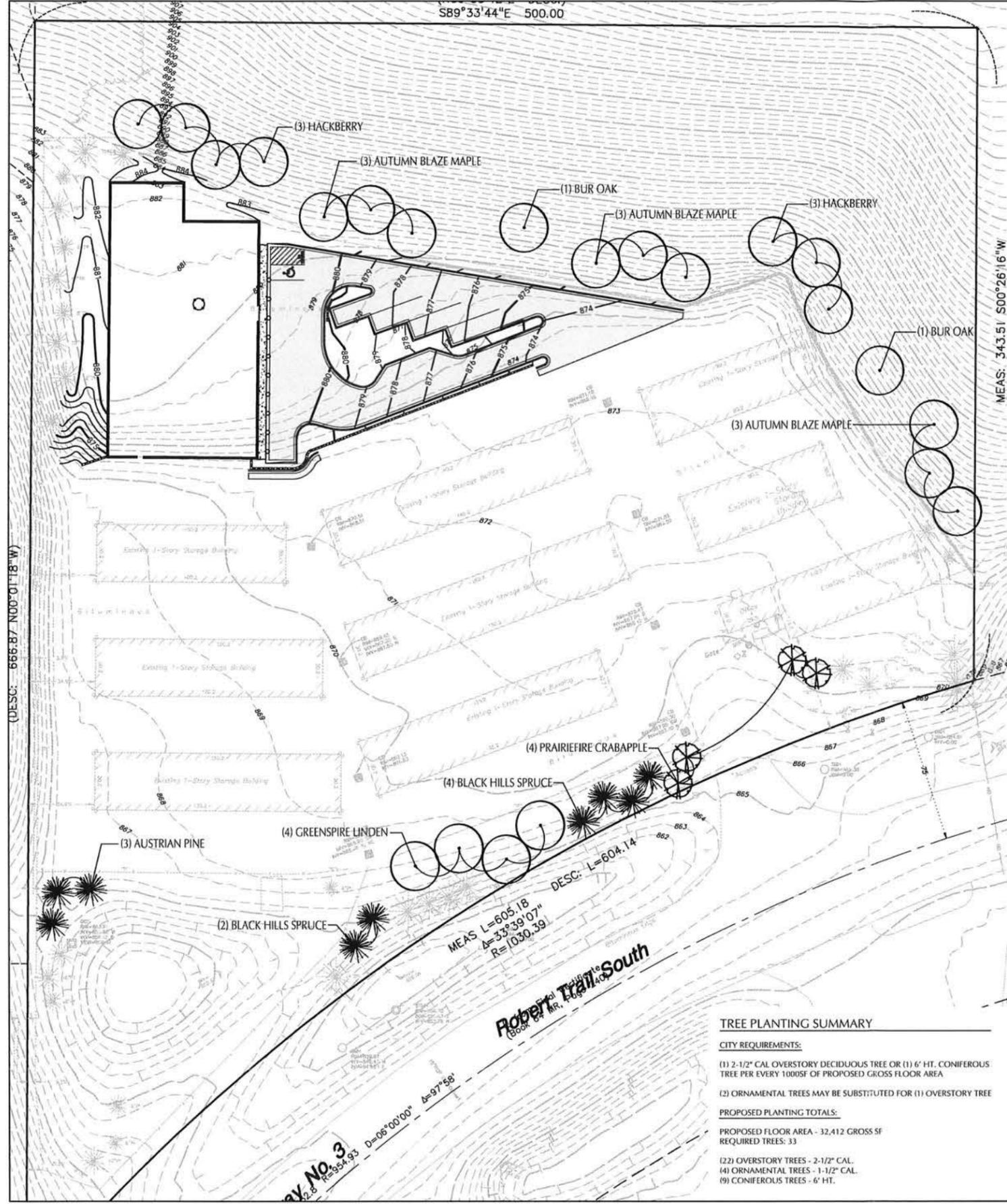
THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



W:\1959\59140\19591400 DAT\DWG\CAD Sheet Files\59140\19591400 - 2-1.dwg
DATE PLOTTED: 01/15/2016

Not For Construction

D



1 DECIDUOUS TREE PLANTING DETAIL
SCALE: 1/2" = 1'-0"

2 CONIFEROUS TREE PLANTING DETAIL
SCALE: 1/2" = 1'-0"

LANDSCAPE INSTALLATION NOTES

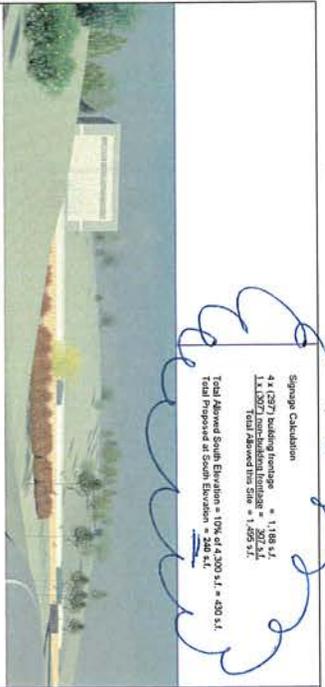
- COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.
- NO PLANTING WILL BE INSTALLED UNTIL COMPLETE GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- SEED ALL DESIGNATED AREAS DISTURBED DUE TO GRADING. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, THE SOD SHALL BE STAKED TO THE GROUND.
- ALL SEEDED AREAS SHALL HAVE 4" OF TOPSOIL BORROW. TOPSOIL BORROW SHALL BE USDA CLASSIFICATION MEDIUM SANDY LOAM. THE TOPSOIL SHALL HAVE 50% TO 70% SAND BY WEIGHT, A SILT/CLAY RATIO OF 2/1 OR LESS WITH NO MORE THAN 15% TO 20% CLAY BY WEIGHT AND 12% TO 20% ORGANIC MATTER BY WEIGHT.
- ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN, UNLESS NOTED OTHERWISE. DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED SHRUB HEIGHT. ORNAMENTAL TREES SHALL HAVE NO V CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE FINISHED GRADE.
- ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL BE FULL FORM, NATURAL TO THE SPECIES, WITHOUT PRUNING.
- PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.
- ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN.
- NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND/OR QUOTATION.
- ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED.
- ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH DRIED BONE MEAL, OTHER APPROVED FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS OR MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 0-20-20 OF 12 OZ PER 2.5" CALIPER PER TREE AND 6 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 10-10-10 THE FOLLOWING SPRING IN THE TREE SAUCER.
- ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS.
- ALL TREES NOT WITHIN PLANTING BEDS TO RECEIVE 4" DEEP SHREDDED HARDWOOD MULCH WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK.
- SPREAD GRANULAR PRE EMERGENT HERBICIDE (PREEN OR EQUALPER MANUFACTURES RECOMMENDATIONS UNDER ALL MULCHED AREAS).
- IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, HE MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND/OR INSTALLATION.
- CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.
- CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE/PEST CONTROL.
- CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE.
- WARRANTY (ONE FULL GROWING SEASON) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.
- THE APPROPRIATE DATES FOR SPRING PLANT MATERIAL INSTALLATION IS FROM THE TIME GROUND HAS THAWED TO JUNE 15. FALL CONIFEROUS PLANTING MAY OCCUR FROM AUGUST 15 - OCTOBER 1 AND FALL DECIDUOUS PLANTING FROM THE FIRST FROST UNTIL NOVEMBER 15. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED. ANY ADJUSTMENT MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
- LANDSCAPE CONTRACTOR SHALL ESTABLISH TO HIS SATISFACTION THAT SOIL AND COMPACTION CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

TREE PLANTING SUMMARY

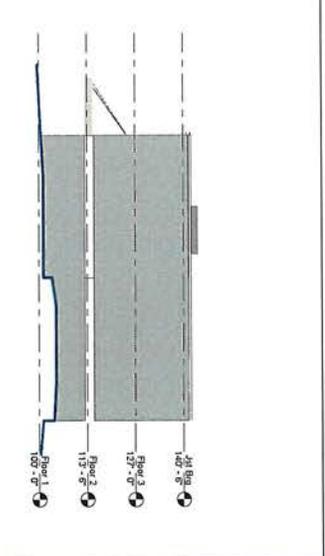
- CITY REQUIREMENTS:**
- 2-1/2" CAL OVERSTORY DECIDUOUS TREE OR (1) 6' HT. CONIFEROUS TREE PER EVERY 1000SF OF PROPOSED GROSS FLOOR AREA
 - ORNAMENTAL TREES MAY BE SUBSTITUTED FOR (1) OVERSTORY TREE
- PROPOSED PLANTING TOTALS:**
- PROPOSED FLOOR AREA - 32,412 GROSS SF
REQUIRED TREES: 33
- (22) OVERSTORY TREES - 2-1/2" CAL.
 - (4) ORNAMENTAL TREES - 1-1/2" CAL.
 - (9) CONIFEROUS TREES - 6' HT.

PLANT LIST

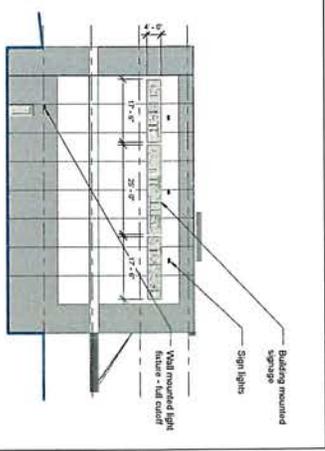
KEY	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	COMMENTS
		OVERSTORY TREES			
	4	GREENSPIRE INDEN	Tilia cordata 'Greenspire'	2-1/2" CAL B.B.	
	9	VARIGATED NORWAY MAPLE	Acer x freemanii 'Jeffersred'	2-1/2" CAL B.B.	
	2	BUR OAK	Quercus macrocarpa	2-1/2" CAL B.B.	
	7	COMMON HACKBERRY	Celtis occidentalis	2-1/2" CAL B.B.	
		ORNAMENTAL TREES			
	4	PRAIRIEFIRE CRABAPPLE	Malus 'Prairiefire'	1-1/2" CAL B.B.	
		CONIFEROUS TREES			
	6	BLACK HILLS SPRUCE	Picea glauca densata	6' HT	
	3	AUSTRIAN PINE	Pinus nigra	6' HT	



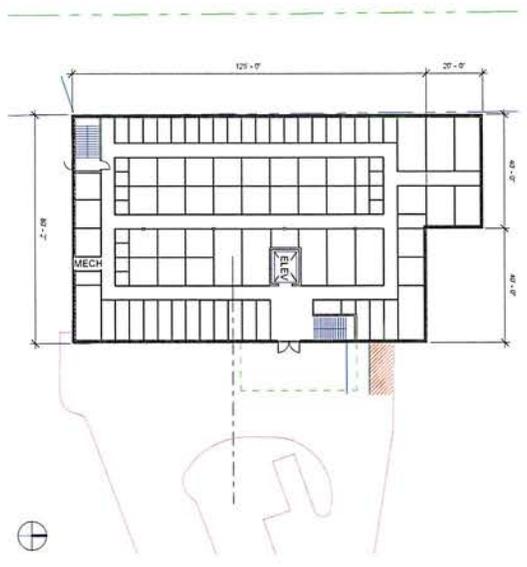
1 View From County Road 3 - Looking North



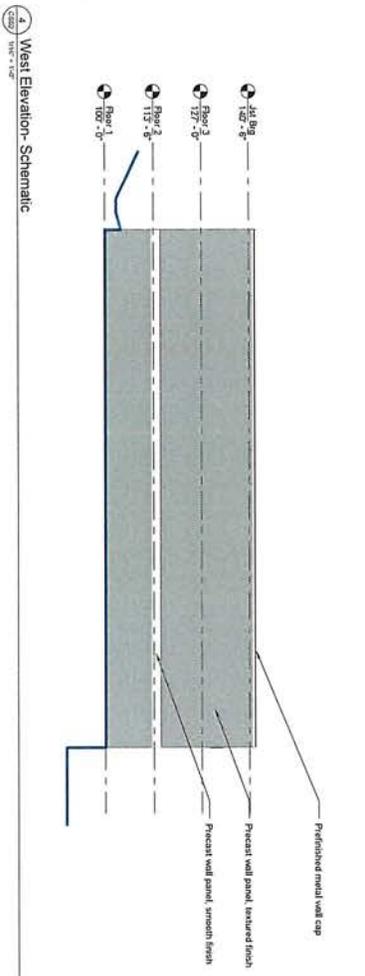
2 North Elevation- Schematic



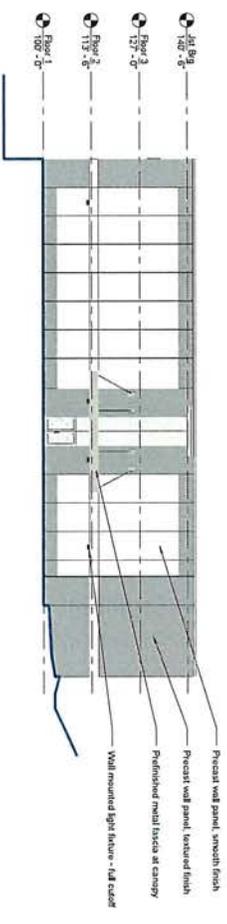
3 South Elevation- Schematic



5 First Floor Plan- Schematic



4 West Elevation- Schematic



6 East Elevation- Schematic

CITY SUBMITTAL

CS02

Heated Storage
 9735 S. Robert Trail
 Inver Grove Heights

CNH NO. 16034
 DATE: 7/15/16
 REVISIONS:



f

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE 1st Reading

Meeting Date: August 22, 2016
Item Type: Regular
Contact: Joe Lynch, City Administrator
Prepared by: Michelle Calvert, City Government Intern
Reviewed by: n/a

X

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider the First Reading of an Ordinance Amendment to Ordinance 8-6-2 to amend the language.

SUMMARY:

At the June 6, 2016 Work Session staff presented options available to address concerns that had been received about the number of trash hauler trucks on city streets. The City currently licenses 17 different trash haulers for a total of 127 licensed trucks. A 60-day moratorium was set to prevent any further trash hauler licenses from being issued during that time so that staff could study the issue further.

Council directed staff to research what other cities have implemented and to meet with licensed haulers to discuss standards of service and classifications of haulers.

At the June 27, 2016 Council meeting, the Council passed an ordinance imposing a moratorium on the issuance of new trash hauling licenses.

On July 27, staff met with licensed haulers to discuss possible changes regarding limiting the number of licenses and setting standards.

At the August 8, 2016 Council meeting, discussion ensued regarding limiting the number of trash licenses to the current number of 17. The ordinance states that the haulers eligible for a license are only those haulers that had a license as of September 1, 2016. There were no changes suggested; staff was directed to bring the ordinance back to the next Council meeting and to meet with the licensed haulers a second time to get further feedback from them. A meeting with the licensed haulers has been set for August 31st, 2016.

At the August 22, 2016 Council meeting, the Council is asked to consider the first reading of the ordinance. The Administration Department is still exploring the issues relating to standards and classifications.

RECOMMENDATIONS

Staff: Present amended ordinance per Council comments for first reading of the ordinance amendment.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
ORDINANCE NO. _____
AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
SECTION 8-6-2(E) RELATING TO THE NUMBER OF LICENSES
FOR TRASH COLLECTION**

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

Section One. Amendment. Section 8-6-2(E) of the Inver Grove Heights City Code is hereby amended to read as follows:

E. Term Of License; Expiration; Renewals; Number of Licenses and Eligibility:

1. No license issued hereunder shall be for a period longer than one year. All licenses shall expire on December 31 following the date of issuance unless sooner revoked or forfeited. If a license granted hereunder is not renewed previous to its expiration, then all rights granted by such license shall cease, and any work performed after the expiration of the license shall be in violation of this chapter. (1974 Code § 610.03)
2. Persons renewing their license after the expiration date shall be charged the full annual fee. No prorated license fee shall be allowed for renewals.
3. No more than seventeen (17) licenses shall be issued in any license year. Persons eligible to obtain a license are only the following:
 - a. Those persons that held a license on September 1, 2016; and
 - b. Those license transferees approved under Section 3-2-8 to whom a license was transferred from a person that held a license on September 1, 2016.

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

Passed this ____ day of August, 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

SCHEDULE 3rd Reading

Meeting Date: August 22, 2016
Item Type: Regular
Contact: Joe Lynch, City Administrator
Prepared by: Michelle Calvert, City Government Intern
Reviewed by: n/a

X

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider the Third Reading of an Ordinance Amendment to Ordinance 5-6-1 to amend the language.

SUMMARY:

Council reviewed the first reading of the ordinance amendment at the July 25, 2016 meeting. No changes were made; Council directed Staff to bring the ordinance amendment forward for the 2nd and 3rd readings at the August 8th meeting.

During the August 8th meeting members of the public were heard regarding the proficiency requirement for persons who wish to hunt on their own property. The suggested change was made to accommodate and is now included in the ordinance.

Another question that arose was in regard to the frequency of having to demonstrate proficiency. The vendors that administer the proficiency tests provide a certificate that does not include an end date. The Metro Bowhunters Resource Base that sets the standards for the test requires anyone who participates in **their** hunts to be certified annually. Staff is recommending that proficiency certification be required bi-annually and that change is now included in the ordinance.

RECOMMENDATIONS

Staff: Present amended ordinance per Council comments for third reading and approval of the ordinance amendment.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
SECTION 5-6-1 (D)(2)(a) (D)(1)(a), (D)(2) and (D)(2)(a), (D)(2)(i)(1) and (D)(4)
RELATED TO USE OF BOWS AND ARROWS**

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

Section One. Amendment. Section 5-6-1 (D)(2)(a) (D)(1)(a), (D)(2) and (D)(2)(a), (D)(2)(i)(1) and (D)(4) of the Inver Grove Heights City Code is hereby amended to read as follows:

5-6-1: USE OF FIREARMS AND BOWS AND ARROWS:

D. Restrictions On Use Of Bow And Arrow:

1. The shooting or discharge of any bow and arrow within the city is hereby prohibited except in any of the following circumstances:
 - a. While hunting or engaged in target practice in that geographic portion of the city designated on the map ~~dated August 24, 2015~~, effective September 17, 2016, on file with the city clerk as the area available for hunting or target practice, subject to the conditions hereafter set forth; the above identified map is hereby approved and hereby incorporated by reference and made a part of this section; or
 - b. While engaged in target practice within an enclosed structure; or
 - c. While engaged in target practice at a posted and designated archery range in a city park; or
 - d. While engaged in target practice on school or college grounds as part of an instructional course or supervised recreational activity and only with the permission of the school or college; or
 - e. While engaged in target practice at a licensed commercial archery range.
2. Provided, however, the shooting or discharge of a bow and arrow under the circumstances described in subsection D1 of this section relating to hunting or target practice in that geographic portion of the city designated on the map ~~dated August 24, 2015~~, effective September 17, 2016, on file with the city clerk shall only occur if the following conditions are met:
 - a. All persons who are hunting must register with the Police Department and must also provide a copy of their hunting license. Hunters who will be hunting on someone else's property will be required to show written permission from the property owner and must also provide proof of proficiency. Property owners/tenants - and all those related individuals as defined by the ordinance - who hunt on their own property will not need to provide proof of proficiency. Proof of proficiency may be obtained at a local or regional archery range or outdoor sporting goods store, the measure of which is the ability to shoot five of five arrows into a 4" target at 20 yards. The proficiency test must be completed every 24 months from the original certification date.

- b. There shall be no shooting or discharge of any bow and arrow within three hundred feet (300') of any residential or commercial structure.
 - c. There shall be no shooting or discharge of any bow and arrow within two hundred feet (200') of any driveway not owned by the person engaged in the shooting or discharge, unless the owner of the driveway consents in writing and files the written consent with the city police department prior to the shooting or discharge.
 - d. There shall be no shooting or discharge of any bow and arrow within two hundred feet (200') of any public street or private roadway.
 - e. On an individual parcel less than five (5) acres in size, no shooting or discharge of a bow and arrow shall occur unless allowed under subsections D2e and D2f of this section.
 - f. On an individual parcel of two and one-half (2.5) acres or more in size but less than five (5) acres in size, the owners of the parcel, the tenants of the parcel and the spouses, parents, children, grandparents, aunts, uncles, brothers and sisters of the owners or tenants may shoot or discharge a bow and arrow on such parcel for hunting or target purposes.
 - g. On contiguous parcels that are cumulatively five (5) acres or more in size when combined, the owners of the parcels, the tenants of the parcels and the spouses, parents, children, grandparents, aunts, uncles, brothers and sisters of the owners or tenants and those receiving written permission from all the owners may shoot or discharge a bow and arrow on such parcels for hunting or target purposes if the owners of the contiguous parcels in writing consent to the use of the parcels for such purposes and the owners have filed the written consent with the city police department prior to the shooting or discharge.
 - h. On an individual parcel of five (5) acres or more in size, only the owners of the parcel, the tenants of the parcel and the spouses, parents, children, grandparents, aunts, uncles, brothers and sisters of the owners or tenants and those receiving written permission from the owner may shoot or discharge a bow and arrow on such parcel for hunting or target practice purposes.
 - i. In those instances stated above, where written permission from the owner is required, the following additional conditions must be met:
 - (1) Prior to any shooting or discharge of a bow and arrow, the person receiving the written permission shall file with the city police department the following information in writing: name, address and telephone number of the fee owner and of the persons receiving the permission; the beginning and end dates when hunting or target practice is to occur; a general description of the location of the subject parcel; a copy of the written permission received from the fee owner; as well as proof of proficiency to be obtained at a local or regional archery range or outdoor sporting goods store, the measure of which is the ability to shoot five of five arrows into a 4" target at 20 yards, the license plate number of the vehicle that the person will be driving to the subject parcel; evidence that the person has a valid Minnesota archery license; and emergency contact information.
 - (2) The written permission from the fee owner must specifically state the beginning and end dates for which permission has been granted. The person receiving such permission must have the written permission in possession at all times while hunting or target practicing on the subject parcel. Discharge of the bow and arrow on the subject parcel shall only occur on the dates stated on the written permission. No shooting or discharge of a bow and arrow and no hunting shall occur on the subject parcel if the fee owner revokes the written permission.
- i. The person discharging the bow and arrow for hunting purposes must comply with all the laws and regulations of the state of Minnesota relating to hunting.
3. To facilitate inquiries with respect to which parcels of land are not available for hunting or target practice because the owners thereof decline to grant permission for such activities, the clerk shall maintain a list by owner name

and address for such non-available parcels. In order for the owner name and parcel address to be placed on the list, the parcel owner must in writing notify the clerk that the owner wishes to be on the list and has decided not to grant permission for hunting or target practice. The name of the owner and the parcel address shall be removed from the list if the owner files a written request with the clerk to remove the owner name and parcel address. The creation of the list is a voluntary program. There is no requirement that an owner and parcel be on the list in order for the owner to decline permission to anyone for hunting or target practice. The purpose of the list is to present an opportunity for an owner to make known that the owner has decided not to grant permission with the result that contacts with the owner are reduced or eliminated.

4. The council, by resolution, may in its discretion on an annual basis add parcels to that geographic portion of the city available for hunting or target practice referenced in subsection D1a of this section. If the council adds additional parcels by resolution, the authorization granted by the resolution and the inclusion of such parcels within the above referenced geographic area shall expire on December 31 of the year when the resolution was passed. If an owner wishes the council to include the owner's parcel within the above referenced geographic area, the owner must make an application to the city no later than ~~September 4~~ August 15 of the year the owner wishes the parcel to be included. (Ord. 1300, 8-24-2015)

Passed in regular session of the City Council on the 22nd day of August, 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 Resolution Receiving Proposals and Accepting Proposal from Wenck Associates for Updating the City’s Water Resources Management Plan

Meeting Date: August 22, 2016
Item Type: Regular
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: 

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: Storm Water Utility Fund

PURPOSE/ACTION REQUESTED

Consider resolution receiving proposals and accepting proposal from Wenck Associates for updating the City's Water Resources Management Plan.

SUMMARY

The City is required by Minnesota Statutes 103B.235 to prepare a local water management plan (our Water Resources Management Plan) and to update it per the requirements of Minnesota Rules 8410.0160. The City’s Water Resources Management Plan (WRMP) must be approved by both of the Watershed Management Organizations (WMOs) that the City is part of, the Eagan-Inver Grove Heights Watershed Management Organization and the Lower Mississippi River Watershed Management Organization. Per the rules, the City must update its plan within two years of the last update of the WMO plans.

The most recent update to Chapter 8410 of the Minnesota Rules (July 2015), which deals with Metropolitan Local Water Management, require that the WRMP be updated and included in the upcoming Comprehensive Plan update. Cities must complete and adopt their local water plan updates between January 1, 2017 and December 31, 2018. This rule change is driving the need and schedule for this update to the City’s WRMP.

The City requested proposals from six consulting engineering firms. The request for proposals called for the proposals to address the following requirements as part of this update, the Metropolitan Council minimum requirements for the Comprehensive Plan update, the requirements of the July 2015 update to Chapter 8410 of the Minnesota Rules and align with the goals and policies of the newly adopted plan for the Eagan-Inver Grove Heights Watershed Management Organization.

In addition, the proposals were to provide estimates for modeling eight of the 22 major subwatersheds in the City to identify any system deficiencies for the one-percent change event using Atlas 14, Volume 8. These subwatersheds were selected because of their physical characteristics and the type of storm water management system that serves them. They are considered the subwatersheds most likely to show localized flooding problems using the new design standards. We want to identify any of these situations and plan for a means to alleviate the issue as part of the implementation portion of the WRMP. After the request for proposals was issued, we were notified that MnDOT was considering modeling one of the subwatersheds as part of its design study for a potential auxiliary lane on west bound I-494 from the Wakota Bridge to T.H. 52. That portion of each of the proposals was then deleted.

Four firms submitted proposals (attached) that meet the necessary requirements.

	Plan Update	Modeling	Total
Barr Engineering Company	\$35,500	\$72,800	\$108,300
WSB & Associates, Inc.	32,000	59,000	91,000
Emmons & Olivier Resources, Inc.	30,196	22,792	52,988
Wenck Associates	10,882	35,160	46,042

Staff reviewed each of the proposals (which are available for review) and contacted each of the firms with follow-up questions. There is a wide range in the proposal cost estimates. The range in cost for the WRMP text update might be due to varying levels of familiarity with our current WRMP and uncertainty with the level of effort required to update as needed. Staff made it clear in the pre-proposal information meeting that our intent was to do the minimum necessary to meet the requirements for the WRMP update.

The range in cost for the proposals for the modeling effort is likely due to the fact that the firms did not have the opportunity to review the existing model data prior to submitting their proposal. They are estimating the level of effort needed based on their modeling experience. I estimate that the cost could legitimately increase by \$10,000 - \$15,000 once they have a chance to work with the existing model data. There are sufficient funds in the Storm Water Utility Fund to cover this additional cost should it be necessary. I would return to the Council for approval of the additional funding if needed.

I recommend that the Council approve the resolution receiving the proposals and accepting the proposal from Wenck Associates. While all of the proposals were good and any of the firms could provide a quality product, the individual at Wenck who would be responsible for the text update exhibited a good understanding of the level of effort needed to provide the final product we need. That individual also prepared the current Eagan-IGH Watershed Management Organization plan. Their estimate for the modeling update was developed using recent experience from similar work in the City.

SDT/kf

Attachment: Resolution

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

RESOLUTION NO. _____

**RESOLUTION RECEIVING PROPOSALS AND ACCEPTING PROPOSAL FROM WENCK
ASSOCIATES FOR UPDATING THE CITY'S WATER RESOURCES
MANAGEMENT PLAN (FOURTH GENERATION)**

WHEREAS, the City is required by Minnesota Statutes 103B.235 to prepare a local water management plan and to update it per the requirements of Minnesota Rules 8410.0160; and

WHEREAS, the plan must be updated by December 31, 2018 as a required part of its Comprehensive Plan update; and

WHEREAS, proposals were requested from six firms, and received from four firms, for preparation of the plan update; and

WHEREAS, based on the experience of the firm, the scope and the associated fee for the proposed services, it was decided that Wenck Associates be selected for this task; and

WHEREAS, there are sufficient funds in the Storm Water Utility Fund for the project.

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

1. The proposals for the updating of the City's Storm Water Resources Management are received.
2. Authorization is hereby given to execute a professional service agreement with Wenck Associates for Council consideration for such engineering services in the amount of \$46,042 for the project.
3. Funding for this work is to be from the Storm Water Utility Fund.

Adopted by the City Council of Inver Grove Heights this 22nd day of August 2016

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Additional Request for Change in Work Hours by EJM Pipe Services, Inc. on City Project No. 2015-13 and 2015-16

Meeting Date: August 22, 2016
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK
 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

An additional request for change in work hours by EJM Pipe Services, Inc. on City Project No. 2015-13 and 2015-16 has been received.

SUMMARY

The City has contracted with EJM to install trunk utility sewer and water systems as part of City Project No. 2015-16. This \$6 million project has been advancing. The project is to provide trunk utility service to Blackstone Ridge by December 23, 2016, the substantial completion date. At the August 8, 2016 Council meeting, EJM was granted additional working hours. The attached August 17, 2016 EJM letter indicates progress is occurring but additional modifications of the work hours are being requested.

The City currently allows the contractor to work from 7:00 a.m. to 7:00 p.m., Monday through Saturday. EJM was granted permission to work from 5:00 a.m. to 10:00 p.m., Monday through Friday, August 15 through 19 and 7:00 a.m. to 10:00 p.m. on August 22 through 26. EJM is seeking Council approval to extend working hours as follows:

- (1) Segment F to G (at Blackstone Ridge)
 August 23 through September 2, Monday through Friday, 5:00 a.m. to 10:00 p.m.
- (2) Segment C to D (at GlenLin)
 August 23rd until segment completed in September 2016, Monday through Friday, 5:00 a.m. to 10:00 p.m.

This will help the contractor and City meet contractual time requirements. This request is for both City Project Nos. 2015-13 and 2015-16.

Reviewing the request indicates the following:

- The request will help the project timeline.
- The noise generated by the contractor will be mitigated to the greatest extent possible as outlined in EJM's letter. Noise primarily occurs in the trenches and deep manhole access points.
- The City will reserve the ability to modify or revoke the extra working hours if deemed necessary by the City.

- The additional work hours will be limited to the work associated with trenchless construction services provided by EJM.
- No complaints have been received since starting the 5:00 a.m. to 10:00 p.m. hours this week.
- Rainfall and obstacles such as rocks have continued to hinder progress. More rain is anticipated.

The Engineering Division recommends that the City Council authorize the work hours to be modified to occur between 5:00 a.m. and 10:00 p.m., Monday through Friday as outlined in this memo. Work may also occur between 7:00 a.m. to 7:00 p.m. on Saturdays. No work is authorized on Sundays. Any additional overtime costs associated with the extension of hours will be at the cost of the contractor.

TJK/kf

Attachment: August 17, 2016 letter from EJM
Map of segments



7807 Lake Drive • Lino Lakes, MN 55014 • 651-786-8041 • FAX 651-786-9289

August 17, 2016

Mr. Thomas Kaldunski
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: NWA Trunk Utility Improvements
Extension of Working Hour Variance

Mr. Kaldunski:

As you are aware, EJM Pipe Services requested to extend working hours for tunneling operations from 5 AM to 10 PM to accommodate multiple shifts in an attempt to preserve the overall project schedule. Our request for this variance was conditionally granted by City Council on Monday, August 8th and the hours began Monday, August 15th. At the council meeting it was mutually agreed by EJM and Council Members that EJM be allowed to work these hours for the week of August 15-19th and then EJM would shift the hours to a start time of 7 AM to 10 PM the following week. However, EJM would like to respectfully request a continuance of the 5 AM to 10 PM working hours citing the following reasons:

- Noise levels have been kept to a minimum and no complaints have been made by any of the residents thus far.
- Rain events that occurred August 16th and multiple rocks in the bore path have hindered progress.
- Potential rain events forecasted for Thursday, August 18th may affect progress as well.

As long as there are no complaints from the residents, EJM would like to continue these working hours in an attempt to get this overall project schedule back on track.

Furthermore, EJM would like to reserve the right to work these hours in other locations on the project. Now that S.M. Hentges has completed the open cut portion of the sanitary sewer at the south end of the project, EJM will be installing a jacking pit at Manhole C. EJM would like to operate the tunnel from Manhole C to D in the same manner. This is a remote area where EJM will be working down in a sub-cut excavation approximately 40 feet below the surface.

EJM appreciates your additional consideration in this matter in order to help preserve the schedule. If granted permission to work in these hours, we will do everything we can to accommodate the requests of all residents affected. Please let me know if you have any questions or concerns regarding this information.

Regards,

Josh West
EJM Pipe Services, Inc.





Legend

- Manholes
- Sanitary Sewer
- Adjusted Working Hours
- Parcels

0 400 Feet

Source: Dakota County, MnDOT, MnDNR



Blackstone Ridge

Blackstone Pond

Blackstone Vista

ARKANSAS AVE
 68TH ST W
 ARGENTA TRL
 69TH ST W
 70TH ST W

A B C D E F G H I J K L

Map Document: \\metrosouth1\gis\ININGHT18\08658\ESRI\Map\INGH_Figure_SanitarySewer_85x11P.mxd
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