

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, September 12, 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 August 8, 2016
 - ii. Approval of City Council Special Meeting Minutes August 29, 2016
 - B. Resolution Approving Disbursements for Period Ending September 7, 2016
 - C. Consider Pay Request #3 for the VMCC Roofing Project – City Project 2016–14
 - D. Consider Approval of 55+ Adult Services Program Agreement with ISD 199
 - E. Resolution Approving Crisis Intervention Training (CIT) and Crowd Control and Management Transfer
 - F. Schedule Special Meeting for Budget Discussion on September 19, 2016 at 7:00pm
 - G. Schedule Special Meeting for Potential 2040 Comp Plan Consultant Candidates on September 26, 2016 at 4:00pm
 - H. Approve a Resolution requesting a two year PUD extension for the Hannah Meadows Planned Unit Development
 - I. Consider Pay Voucher No. 8 for City Project No. 2015–09E – 47th Street Area Reconstruction and City Project No. 2015–14 – 47th Street Area Water and Sewer Improvements and Rehabilitation
 - J. Accept Proposal from Keys Well Drilling Company for Well Pump #7 Rehabilitation
 - K. Consider Resolution Approving Agreement Relating to Landowner Driveway Improvements on Lot 2, Block 1, Schindeldecker Third Addition (1715 63rd Street E.) for City Project No. 2016–09D – 60th Street Area Reconstruction
 - L. Ratification and Authorization of Agreement with Consultant to Conduct an Internal Investigation
 - M. **Inver Grove Storage, Case No. 16–37SC:** Consider a Resolution Approving the Improvement Agreement Storm Water Facilities Maintenance Agreement, Fire Hydrant Agreement for the Plat of Gopher Resource Addition
 - N. **Sarju Igh, LLC– Case No. 16–33PRC:** Consider a Resolution Approving the Improvement Agreement, Storm Water Facilities Maintenance Agreement and Related Agreements for Development of Hotel.
 - O. Personnel Actions
5. **PUBLIC COMMENT:** Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person
6. **PUBLIC HEARINGS:**

A. Liquor License Alcohol Compliance Check Failures

7. **REGULAR AGENDA:**

I. **COMMUNITY DEVELOPMENT:**

A. **MEGAN & TODD PARSONS;** Consider a Resolution relating to a Variance to allow an attached garage 27 feet from the front property line whereas 30 feet is required for property located at 7175 Blake Avenue.

B. **CASTAWAYS MARINA;** Consider the following for property located at 6140 Doffing Avenue:

- a) A Resolution relating to a Conditional Use Permit Amendment to modify the location of the new storage building.
- b) A Resolution relating to a Variance to modify the previously approved five foot side yard setback.

C. **CITY OF INVER GROVE HEIGHTS;** Consider the First Reading of a Zoning Ordinance Amendment relating to:

- a) Changes to the Major Site Plan Review and Conditional Use Permit Review amendments expanding administrative review.
- b) Changes to the permitted and conditional uses in the I-2, General Industry Zoning District.

II. ADMINISTRATION

D. Consider Bow Hunting Property Exception Requests

E. Approval of Rental and Code Compliance Job Description and Compensation

8. **MAYOR & COUNCIL COMMENTS:**

9. **ADJOURN:**

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

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, AUGUST 8, 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, August 8, 2016 in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

- A. Resolution 16-132 Approving Disbursements for Period Ending August 3, 2016
- B. Liquor License Extension Drkula's 32 Bowl on September 9th and 10th, 2016
- C. Appointment of Auditors for the Years Ending December 31, 2016 and 2017
- D. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement, Permanent Utility and Drainage Easement, and Permanent Utility, Drainage and Stormwater Ponding Easement for 1193 90th Street
- E. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement, Permanent Utility and Drainage Easement, and Permanent Utility, Drainage and Stormwater Ponding Easement for 1843 120th Street
- F. Approve Custom Grading Agreement and Permanent Drainage and Stormwater Ponding Easement for 11400 Albavar Path
- G. Consider Inver Grove Heights CVB Bylaws and 2016 Budget Revisions
- H. Consider Approval of the Rental and Code Compliance Coordinator Job Description
- I. Consider Approval of Dakota County Ship Grant Agreement
- J. Consider Approval of Recreation Coordinator (Active Adults) Job Description and Hiring Timeline
- K. Consider Replacement of One (1) Meter Diving Board and Stand for Veterans Memorial Community Center
- L. Consider Acceptance of the Donation of 10 sets of Self-Contained Breathing Apparatus (SCBA) from the City of Maple Grove
- M. Approve Amendment to Custom Grading Agreement for 2143 94th Court
- N. Personnel Actions

Councilmember Piekarski Krech pulled item 4H.

Motion by Bartholomew, second by Hark, to approve 4A through 4N.

Ayes: 5

Nays: 0

Motion carried.

Councilmember Piekarski Krech pulled item 4H. She discussed her lack of support of the job description and requested further discussion at a later Council meeting. Mr. Link, Community Development Director stated that the Council and staff have discussed the Rental Program for some time. He stated that the Council was asked if they wanted to use existing staff or add a staff member and Council stated to use existing staff. Mr. Link stated that discussions were had with Council that the Code Compliance Specialist would take on the additional duties. He stated it's a significant change in the job description and should be reflected. Mayor Tourville stated that this is not a new position but a title change. Mr. Link agreed. Councilmember Piekarski Krech stated that the reason why the rental issues were not getting dealt with is because we didn't have the ordinances and now she will be able to handle them. Councilmember Piekarski Krech questioned whether this person has the abilities and skill set to do these additional job duties. She stated she is very concerned about this change until she knows where the position will be in the classification, how much this person will be paid and how it affects the budget.

Mr. Lynch stated the new part of the job description is Rental Licensing. The Code Compliance duties have not changed. Mr. Lynch discussed other additions that the description was duties she was already doing. He discussed the significance of the new responsibilities of the position. Mr. Lynch stated that staff can bring it back so the Council knows where the position's salary will fall and how it would affect the budget.

Councilmember Mueller stated the item confused him and that it was fast tracked.

Councilmember Bartholomew stated this job description is for one position. Mr. Lynch stated in the affirmative. Councilmember Bartholomew stated he would like to see the financial implications as well.

Council directed staff to return with the compensation information and financial impacts. Staff will bring back the item along with the second reading of the Rental Ordinance in September.

5. PUBLIC COMMENT:

None.

6. PUBLIC HEARINGS:

None.

7. REGULAR AGENDA:

I. PUBLIC WORKS:

A. Request for Change in Work Hours by EJM Pipe Services, Inc. (5:00 a.m. to 10:00 p.m., M-F) on City Project No. 2015-13 and 2015-16

Mr. Kaldunski, Civil Engineer discussed EJM Pipe Services contractors wish to start at 5:00am and end at 10:00pm in the Northwest Area in the vicinity of Argenta Trail and 70th Street W. Mr. Kaldunski stated that they are installing a trunk utility sewer and water system. Because of rain delays the work is behind. They approached the city to expand the hours and will do two shifts. The off peak hours will be the time in which contractors will work in the deep manholes and trenches and will use the crane minimally as well. The contractors will abide by the request as outlined in the staff report. If complaints are received then the city has the right to modify or revoke the extra working hours.

Councilmember Hark asked how far behind are the contractors. Mr. Kaldunski stated that it's hard to answer but the major shafts are constructed. He illustrated on the map where the project completion areas are and that they lost approximately two weeks with the rain.

Councilmember Piekarski Krech stated the 5:00am is too early and they can abide by 7:00am-10:00pm. Mayor Tourville agreed with the 5:00am start time being too early. He stated emails have been received and residents stated that 5:00am is too early but are okay with the 10:00pm end time. Mayor Tourville suggested working on Saturdays.

Josh West with EJM Pipe Services, Inc asked the Council if 7:00am to Midnight would be okay. Mayor Tourville stated no. Councilmember Mueller asked about the equipment used. He explained that there is a generator on top and a crane idling along with the typical trucks coming and going. Councilmember

Piekarski Krech asked about the benefits. Mr. Kaldunski stated that the benefits would be for the Blackhills development/67th Streets area to have connection of sewer and water lines.

Josh West with EJM Pipe Services, Inc stated the suggested hours of 7:00am -10:00pm doesn't help him because the shifts are broken up in 8 hours and that is why they have the 17 hours. He described that the tunnel needs to be moving constantly. If rain occurs then the next day is cleaning up what the rain did.

Debra Vann, 6660 Argenta Trail, discussed the impacts that construction has had on her family and stated 10:00pm is too late. The impacts for this to continue forward to December would be a lot for her school-aged children.

Josh West with EJM Pipe Services, Inc stated that the work extension would only be for two-three weeks. Debra Vann and Josh West agreed to have the extension of the hours go from 5:00am-10:00pm for one week starting August 15th through August 19th.

Councilmember Piekarski Krech stated that he could have one day for Saturday, August 20th 7:00am-10:00pm. The Council discussed potentially one week in August not after August 26th from 7:00am-10:00pm but EJM Pipe Services would have to work with the neighborhood and staff to let them know the date.

Motion by Mueller second by Piekarski Krech to accept the letter from EJM Pipe Services Inc.

Motion by Piekarski Krech second Mueller to extend the hours from 5:00am-10:00pm for one week starting August 15th through August 19th and 7:00am-10:00pm on Saturday, August 20th. One week until August 26th from 7:00am-10:00pm but communication is necessary.

Ayes: 5

Nays: 0 Motion carried.

II. COMMUNITY DEVELOPMENT:

B. CLASSIC CONSTRUCTION; Consider a Resolution 16-133 relating to a Conditional Use Permit to exceed the maximum height allowance for a flag pole for the property located at 11015 Clark Road

Mr. Link, Community Development Director outlined the item and the area of the applicant. Mr. Link stated that the applicant's property is zoned I-2, General Industry; code allows a 67.5 foot flag pole on the property. The applicant's flag pole is 70 foot high. The applicant has stated they would like an additional 2.5 feet to help with visibility from the highway which would require a Conditional Use Permit. The request meets the set back requirements and doesn't have impact to impervious coverage or utility. Planning staff and Commission unanimously recommended approval.

The applicant wasn't present.

Councilmember Bartholomew asked about the overlay restrictions. Mr. Link stated that it is not in that area.

Motion by Hark second Mueller to exceed the maximum heights allowances for a flag pole for the property located at 11015 Clark Road.

Ayes: 5

Nays: 0 Motion carried.

C. LORI BARR; Consider a Resolution 16-134 relating to a Final Plat and related agreements for a two lot subdivision to be known as Hayden Heights for property located along Courthouse Blvd, near 96th Street

Mr. Link, Community Development Director stated the lot is a residential subdivision for the property located along Courthouse Blvd, south of 9467 Courthouse Blvd. All six conditions have been met and are consistent with the preliminary plat. Planning and Engineering Staff recommend approval of the plat.

Applicant Lori Barr, 5270 Grey Stone Drive stated she is aware of the conditions and agreement.

Motion by Piekarski Krech second Bartholomew to approve the residential subdivision.

Ayes: 5

Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance 1319 to opt-out of the requirements of Minn. Statute 462.3593, subd. 9, which defines and regulates Temporary Family Health Care Dwellings

Mr. Link stated that Council reviewed this ordinance at the last City Council meeting on July 25, 2016. Council approved the meeting and had no changes. He summarized briefly the item. The City has a code currently in place that has a permanent larger dwelling and provides compliance with fire and building codes. The Planning staff and Commission approved the opt-out ordinance.

Motion by Piekarski Krech second Hark to suspend the rule to accept the ordinance in two readings.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second Bartholomew to move the second and third reading of the Ordinance 1319 to opt-out of the requirements of Minn. Statute 462.3593, subd. 9, which defines and regulates Temporary Family Health Care Dwellings

Ayes: 5

Nays: 0 Motion carried.

III. ADMINISTRATION

E. CITY OF INVER GROVE HEIGHTS; Consider the Second and Third Reading of an Ordinance Amendment to Ordinance 5-6-1 to amend the language

Ms. Calvert, Government Intern, introduced the item. Mr. Lynch, City Administrator stated that this ordinance has come before the Council with no additions to the ordinance. He stated if there are desired changes that the Council would like then amendments would need to be before September 22, 2016 when hunting season begins.

Mayor Tourville proposed that Inver Grove Heights' residents that are hunters would not need to go through the proficiency testing. He stated it's onerous and it doesn't increase or decrease safety, and it is trying to control people on their own land

Councilmember Piekarski Krech agreed that landowners wouldn't need to have proficiency.

Mr. Lynch clarified that guests of hunters on landowner's property still would need to register and complete a proficiency test. Landowners and family must register with the Police Department but do not need to complete a proficiency to hunt on their land.

Councilmember Bartholomew commented on that he felt it was onerous as well and agreed visitors should have to go through a proficiency test.

Ms. Calvert clarified that people invited to hunt on other people's property and do not reside in Inver Grove Heights must have a proficiency test. Mayor Tourville agreed. Ms. Calvert discussed exceptions of the bow hunting area and rules, Council agreed that when special exceptions are approved to Inver Grove Heights' residents they do not need to show proficiency.

Joe Monsour 9406 Inver Grove Trail, questioned why bow hunters have to be registered to hunt. Mayor Tourville stated that the city needs to keep track of the count of deer for the DNR, amount of hunters and when complaints are received who the hunters are. Councilmember Bartholomew stated it's also used for complaints from property owners. The council discussed a variety of resident complaints.

Brad Hopkey, 1355 102nd Street West, expressed concern over the quickness of getting the ordinance approved and lack of communication. He doesn't see the urgency on approving the ordinance. Councilmember Piekarski discussed trespassing and the importance for hunters to register. Mayor Tourville stated this issue has been discussed for six months and that the City isn't rushing through the ordinance. He discussed the benefits of continuing to allow deer hunting. Mr. Hopkey asked whether he would need a proficiency test if he is allowed to hunt on another person's property in Inver Grove Heights. Mayor Tourville said he would need to take the test. Councilmember Bartholomew discussed the insurance of showing proficiency when you're on someone else's land. Mr. Hopkey discussed that the proficiency doesn't show qualification. Mayor Tourville discussed the similarities of gun safety tests and bow hunting proficiency.

Sean Joise, Inver Grove Trail, stated he moved here recently so he could bow hunt. He discussed his fear of the ordinance having additional strict language going forward. He asked about the punishment of the ordinance. Mayor Tourville stated that the City Attorney can discuss that.

Tim Kuntz, City Attorney stated it's a misdemeanor or a monetary fine of not exceeding \$1,000.

Deb Solmanson, 9246 Inver Grove Trail, opined that a proficiency test is unnecessary but thanked the Council for listening to her issues and compromising.

Councilmember Piekarski Krech asked hunters to come back to the city and let the Council know how many deer were harvested. She stated the City doesn't know how many deer are harvested each year and how successful bow hunting is each year.

Brad Hopkey, 1355 102nd Street West discussed the ordinance Councilmember Hark asked about the length of issue of the proficiency test. Mr. Lynch stated that its one year. The Council discussed changing the issuance of the test. Mr. Lynch stated the standards may change annually and people's abilities change year to year but staff will come back to the Council with potential changes.

Mr. Kuntz discussed the ordinance section 4. that discusses the deadline of August 15th, all those that will apply have to do so by August 15th. The Council agreed to keep that date the same.

Motion by Bartholomew seconded by Mueller to approve the second reading of the bow hunting ordinance along with changes discussed.

Ayes: 5

Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider Amending Ordinance 8-6-2 Relating to Rubbish (Trash) Haulers Licenses

Ms. Calvert, Government Intern discussed amending the ordinance. She discussed the amount of Trash Hauler license and changing the ordinance to reflect classification of residential or commercial.

Mayor Tourville asked not to add licenses but to allow transfer. Mr. Kuntz stated that the ordinance does address that point and pointed out the language. Councilmember Piekarski Krech stated that the number can be added to the ordinance. Mr. Kuntz stated the 13 out of the 17 is residential, he further added that we don't currently classify between residential or commercial. He went through the language of the ordinance with the Council. Currently there is a moratorium with the amount of licenses issued. Councilmember Piekarski Krech stated she was worried that roll-offs would not be available. Mr. Lynch discussed the classifications and the predatory offenses that will be added to the ordinance language. Mr. Lynch stated that staff will meet with the Trash Haulers in person again. The Council discussed the license changes at length.

8. MAYOR & COUNCIL COMMENTS

Mayor Tourville discussed Inver Grove Heights' days are coming on September 9th through September 11th.

The canvas board will certify the results on August 12th.

Council discussed the Cahill Business event to discuss streetscape improvements.

9. ADJOURN: Motion by Mueller, second by Hark to adjourn. The meeting was adjourned by a unanimous vote at 8:42 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL SPECIAL MEETING
MONDAY, AUGUST 29, 2016 - 8150 BARBARA AVENUE**

1. **CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in a special meeting on Monday, August 29, 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 Clerk Tesser, Community Development Director Link, Finance Director Kristi Smith, Fire Chief Judy Thill and Parks and Recreation Director Carlson.

2. **2017 BUDGET**

Ms. Smith introduced the item. Ms. Smith went over the past meeting and the revised summaries and changes that were made based on Police and Fire Services. Ms. Smith went over the 2017 Budget Calendar that included the September 26, 2016 Adopted 2017 Proposed Tax Levies & Budgets to Dakota County and the December 12, 2016 Truth in Taxation Public Hearing Adopted Pay 2017 Final Budgets & Tax Levies. She discussed the Certification of Final Tax Levies & Budgets to Dakota County is December 28, 2016.

Parks and Recreation Director Mr. Carlson had nothing on the proposed additions.

Ms. Smith went over the Finance Dept Intern which would be one day a week for the entire year. The intern would do accounts payable work, Wells Fargo reimbursement review and support approval and reconciling the import. The intern would also work on escrow reporting and updating the spreadsheet. Ms. Smith stated this would relieve staff from those duties. Councilmember Hark asked where the student would be from. Ms. Smith replied that it would be more than likely a student from Inver Hills Community Center.

Community Development Director Mr. Link, discussed his additions for three budgets. He discussed the 25% increase in planning applications. The Comp Plan expenses update would come out of the General Fund and rewarded grants. The proposals for the Comp update would be the balance left after the grants which would be approximately \$40,000. The cost is \$40,000 in 2017 and \$10,000 in 2018. Mr. Link stated that ½ of that would be Planning budget and ½ the cost would be Engineering budget. The cost would be split 50/50.

Mr. Link stated that the other addition is the Environmental Specialist position, this would be a position negotiated from Pine Bend Landfill expansion. Mr. Link stated that the pay for the position would come out of the money Pine Bend puts into the Community Host fund. He stated this is only after negotiations and the finalization and approval from the City Council.

Councilmember Piekarski Krech asked what benefit the position would bring. Mr. Link reviewed the positions responsibilities with the Council including: solid waste abatement program, grants, public education programs, fall cleanup, recycling program, recycling commission, pine bend landfill meetings, annual report review, liaison to the MN pollution control agency, contact

person for Recycling Management Dept, wetland conservation, technical review panel and handle sustainability program including the GreenStep Cities, solar panels etc.

Councilmember Mueller asked if the need of consultants would still be present. Mr. Link stated that Pend Bend landfill consultant would remain. Mr. Lynch stated outside agencies would still be required in case of regulatory issues. Mr. Lynch stated the intention is to help alleviate staff doing the bits and pieces of these responsibilities. He stated we need one person dedicated to environment and sustainability efforts. Mr. Lynch stated if we can't negotiate the funding than the position will not be done. Councilmember Piekarski Krech stated the position would be a conflict of interest if the position is paid for out of the Community Host fund. Mayor Tourville commented they are not managing the landfill. Mr. Lynch discussed that they are not tied to the position and don't report to Pine Bend Landfill. Mr. Link discussed that Mr. Hunting would supervise the position. Mr. Lynch stated that Pine Bends expansion will be expanded to the position.

Mr. Lynch discussed the current communications with Allied Waste and the financial component of the new contract. Ms. Smith stated it's a revenue transfer that would occur either to the Community Host or administration. Councilmember Bartholomew asked about the impact to the levy. Ms. Smith stated that the impact does not affect the levy. Mayor Tourville asked about when Pine Bend will apply for the application. Mr. Link stated we shall receive it in the next two-three months. Staff will then review the application. He discussed the complexities of the application and that the Council will likely see the application in 2017.

Council directed staff to bring forward the job description and length of time to complete each task by employees.

Mr. Link discussed the Code Compliance software program. He stated that they have 2,000 files on Code Compliance. The software will help with data entry, monthly reporting, document support for citations, history of properties and sharing information with other departments. It will create an efficient system. Councilmember Hark asked about entering old files into the new system. Mr. Link stated the Code Compliance Specialist would enter the older information into the new system. Mr. Link stated it's separate from the Rental License software program. It's a mobile system and will be available to Building, Fire Marshall, Engineers etc.

Councilmember Hark asked if the mobile system is an add-on to the program. Mr. Link will look into the addition cost. Councilmember Piekarski Krech asked about other software programs in the City. Mr. Link stated that the software programs will intertwine with the current systems including CityView. Mr. Lynch discussed the importance of integrating all the programs so staff can communicate together. Councilmember Hark discussed the importance of showing milestone and progress going forward. Mr. Lynch stated a milestone will be updated and given to the Council. Councilmember Bartholomew asked for staff to provide what has been spent on software, and what is operational currently.

Mr. Link further discussed an update of inspections and building permit at length.

Mr. Lynch discussed the compensation classification cost of \$50,000 taken out of the General fund reserve. The last time the comp study was done in 2007. Mr. Lynch discussed Manager concerns regarding employees. Mr. Lynch discussed the \$10,000 additional cost of Supervisor training, he stated staff would like to continue training including large staff events for a better understanding of city operations. Mr. Lynch discussed the increase in Elections for \$500 for Ipads and \$500 for online training. Mr. Lynch discussed photo ID Badge requirements for employees for better security measures with a cost of \$1,600.

Ms. Smith updated the Council on the current tax rate based on the County's Fiscal Disparity numbers, the current tax rate is 5.13% (Exhibit D). Mr. Lynch stated it doesn't translate into the market value because it doesn't include the property tax rate. She went over Exhibit E and F along with the median property tax of residential of \$1,959 and in business \$2,250. The additions from the budget totals \$248,100. Councilmember Bartholomew discussed the worker's comp increase. Ms. Smith stated that the League provided estimates on the worker's compensation and the quote is very accurate. Councilmember Bartholomew stated it's a pool for worker's comp. The dividend will be reimbursed. Councilmember Bartholomew asked about medical insurance. Ms. Smith stated the increase is based on estimates, financial concepts will let us know the total when the final budget is adopted. Mr. Lynch stated we estimate that each employee is under the option of family insurance but that's not the case. Councilmember Bartholomew discussed the employee FICA and Medicare is not correct when based on the salary. Ms. Smith went over the calculation and the effects of flex comp, overtime and flex care. She stated she will provide Councilmember Bartholomew with the details for an explanation. Councilmember Bartholomew asked for the outstanding loan on the Golf Course, Ms. Smith stated that the information will be provided at the next meeting on interfund loans and with the other questions she will meet with Councilmember Bartholomew face to face. Ms. Smith stated she will provide an update to the Council.

3. OTHER BUSINESS:

The Council discussed the packed work session meeting agenda on September 6, 2016

Motion by Piekarski Krech, seconded by Hark to move the budget discussion from September 6th work session and set a special meeting for the September 19th meeting.

- 4. ADJOURN:** Motion by Bartholomew, seconded by Hark to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 8:35p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 12, 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 18, 2016 to September 7, 2016.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending September 7, 2016. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$364,153.56
Debt Service & Capital Projects	1,634,324.42
Enterprise & Internal Service	161,937.02
Escrows	331,335.23
	<hr/>
Grand Total for All Funds	<u><u>\$2,491,750.23</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 18, 2016 to September 7, 2016 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING September 7, 2016**

WHEREAS, a list of disbursements for the period ending September 7, 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	\$364,153.56
Debt Service & Capital Projects	1,634,324.42
Enterprise & Internal Service	161,937.02
Escrows	331,335.23
 Grand Total for All Funds	 <u><u>\$2,491,750.23</u></u>

Adopted by the City Council of Inver Grove Heights this 12th day of September, 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 9, 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 April 21, 2016 to May 4, 2016.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 4, 2016. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$364,153.56
Debt Service & Capital Projects	1,634,324.42
Enterprise & Internal Service	161,937.02
Escrows	331,335.23
	<hr/>
Grand Total for All Funds	<u><u>\$2,491,750.23</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 April 21, 2016 to May 4, 2016 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING September 7, 2016**

WHEREAS, a list of disbursements for the period ending September 7, 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:

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Enterprise & Internal Service	161,937.02
Escrows	331,335.23
Grand Total for All Funds	<u><u>\$2,491,750.23</u></u>

Adopted by the City Council of Inver Grove Heights this 12th day of September, 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Expense Approval Report

By Fund

Payment Dates 08/18/2016 - 09/07/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0055364	08/19/2016	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	31.70
AFSCME COUNCIL 5	INV0055365	08/19/2016	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	843.84
AFSCME COUNCIL 5	INV0055366	08/19/2016	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	87.90
APA MN ADMINISTRATORS	9/28/16-9/30/16 A. HUNTING	08/31/2016	BRIDGING THE GAP	101.45.3200.419.50080	300.00
APA MN ADMINISTRATORS	9/28/16-9/30/16 H. BOTTEN	08/31/2016	BRIDGING THE GAPS	101.45.3200.419.50080	300.00
ARNESON HEATING & COOLING	162718	08/31/2016	MH2016-1071 PERMIT CANCELLED	101.45.0000.3224000	64.00
BITUMINOUS ROADWAYS, INC.	25826	08/31/2016	35265	101.43.5200.443.60016	3,608.89
BLACKTOP PROS, LLC	16-84	08/24/2016	8/15/16	101.43.5200.443.40046	3,675.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0055367	08/19/2016	MIGUEL GUADALAJARA FEIN/TAXPAY	101.203.2032100	440.76
CA DEPT OF CHILD SUPPORT SERVICES	INV0055734	09/02/2016	MIGUEL GUADALAJARA FEIN/TAXPAY	101.203.2032100	440.76
CENTURY LINK	8/19/16 651 455 9072 782	08/31/2016	651 455 9072 782	101.42.4200.423.50020	44.12
CITY OF MINNEAPOLIS RECEIVABLES	400451000344	08/17/2016	612005356	101.42.4000.421.30700	1,203.30
CITY OF SAINT PAUL	IN00017237	08/31/2016	76	101.43.5200.443.60016	2,156.50
COMCAST	8/19/16	08/31/2016	8772 10 591 0024732	101.42.4200.423.30700	4.50
DAKOTA COUNTY TECHNICAL COLLEGE	00136957	08/31/2016	13326135	101.41.1100.413.30700	4,800.00
DAKOTA CTY FINANCIAL SVCS	8/9/16 P0001753	08/24/2016	P0001753	101.42.4000.421.70501	6,724.11
DAKOTA CTY FINANCIAL SVCS	8/9/16 P0001753	08/24/2016	P0001753	101.42.4200.423.30700	4,969.29
DAKOTA CTY FINANCIAL SVCS	8/9/16 P0001753	08/24/2016	P0001753	101.43.5200.443.30700	139.98
EARL F ANDERSEN INC	0111976-IN	08/24/2016	0004094	101.43.5200.443.60016	297.20
ECM PUBLISHERS, INC	396520	08/31/2016	556197	101.41.1000.413.50025	1,099.00
EFTPS	INV0055385	08/19/2016	FEDERAL WITHHOLDING	101.203.2030200	52,253.37
EFTPS	INV0055387	08/19/2016	MEDICARE WITHHOLDING	101.203.2030500	14,374.70
EFTPS	INV0055388	08/19/2016	SOCIAL SECURITY WITHHOLDING	101.203.2030400	45,759.12
EFTPS	INV0055389	08/19/2016	FEDERAL WITHHOLDING	101.203.2030200	204.30
EFTPS	INV0055391	08/19/2016	MEDICARE WITHHOLDING	101.203.2030500	23.70
EMERGENCY AUTOMOTIVE TECHNOLOGII	AW072816-4	08/24/2016	8/5/16	101.42.4200.423.40041	540.04
EMERGENCY AUTOMOTIVE TECHNOLOGII	WC072116-1	08/24/2016	8/8/16	101.42.4200.423.40041	259.84
EXTREME LANDSCAPING INC.	8/7/16	08/31/2016	FIRE STATION	101.42.4200.423.40040	1,000.00
FIRSTSCRIBE	2470425	08/24/2016	8/1/16	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS ACH ONL\	INV0055370	08/19/2016	HSA ELECTION-FAMILY	101.203.2032500	2,654.74
GENESIS EMPLOYEE BENEFITS ACH ONL\	INV0055371	08/19/2016	HSA ELECTION-SINGLE	101.203.2032500	2,674.37
GENESIS EMPLOYEE BENEFITS, INC	IN847152	08/24/2016	7/1/16-7/31/16	101.42.4000.421.30550	34.00
GENESIS EMPLOYEE BENEFITS, INC	IN847152	08/24/2016	7/1/16-7/31/16	101.45.3300.419.30550	6.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	101.41.1100.413.30550	30.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	101.41.2000.415.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	101.42.4000.421.30550	130.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	101.42.4200.423.30550	10.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	101.43.5000.441.30550	10.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	101.43.5100.442.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	101.43.5200.443.30550	10.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	101.44.6000.451.30550	23.40
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	101.45.3000.419.30550	9.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	101.45.3300.419.30550	30.00
GERRY'S FIRE & SAFETY INC	52959	08/24/2016	8/16/16	101.42.4200.423.40042	192.20
GERRY'S FIRE & SAFETY INC	52960	08/24/2016	8/16/16	101.42.4200.423.40042	437.70
GERTENS	406659-1	08/24/2016	103566	101.43.5200.443.60016	108.00
HILLYARD INC	602192868	08/24/2016	274086	101.42.4200.423.60011	142.22
ICMA RETIREMENT TRUST - 457	INV0055372	08/19/2016	ICMA-AGE <49 %	101.203.2031400	4,480.17
ICMA RETIREMENT TRUST - 457	INV0055373	08/19/2016	ICMA-AGE <49	101.203.2031400	4,177.30
ICMA RETIREMENT TRUST - 457	INV0055374	08/19/2016	ICMA-AGE 50+ %	101.203.2031400	1,428.86
ICMA RETIREMENT TRUST - 457	INV0055375	08/19/2016	ICMA-AGE 50+	101.203.2031400	4,744.36
ICMA RETIREMENT TRUST - 457	INV0055376	08/19/2016	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	78.92
ICMA RETIREMENT TRUST - 457	INV0055383	08/19/2016	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,074.24
ICMA RETIREMENT TRUST - 457	INV0055384	08/19/2016	ROTH IRA (AGE 50 & OVER)	101.203.2032400	200.00
J.D. NELSON CONSTRUCTION LLC.	1021	08/31/2016	8/23/16	101.45.3000.419.30700	200.00
KEEPRS, INC	318850	08/31/2016	INVGROHTFD	101.42.4200.423.60045	59.99
LOCAL GOVERNMENT INFORMATION SYS'	42103	08/24/2016	106325	101.42.4000.421.70501	82.50
LOCAL GOVERNMENT INFORMATION SYS'	42159	08/24/2016	106325	101.42.4000.421.70501	1,844.00
LOCAL GOVERNMENT INFORMATION SYS'	42169	08/24/2016	111541	101.42.4200.423.30700	124.00
M & J SERVICES, LLC	1497	08/24/2016	8/12/16	101.43.5200.443.40046	1,380.00
M & J SERVICES, LLC	1498	08/24/2016	8/11/16	101.43.5200.443.40046	1,980.00
MADISON NATIONAL LIFE INSURANCE COI	1222562	08/31/2016	101243900000000	101.203.2031700	2,639.03
MADISON NATIONAL LIFE INSURANCE COI	1222562	08/31/2016	101243900000000	101.41.1100.413.20630	1.33
MADISON NATIONAL LIFE INSURANCE COI	1222562	08/31/2016	101243900000000	101.41.2000.415.20630	1.50
MADISON NATIONAL LIFE INSURANCE COI	1222562	08/31/2016	101243900000000	101.42.4000.421.20630	(26.33)
MADISON NATIONAL LIFE INSURANCE COI	1222562	08/31/2016	101243900000000	101.44.6000.451.20630	6.98
MADISON NATIONAL LIFE INSURANCE COI	1222562	08/31/2016	101243900000000	101.45.3300.419.20630	3.42
MID STATE PLUMBING & HEATING, INC.	8/16/16	08/24/2016	8/16/16	101.42.4200.423.30700	139.00
MIKE'S SHOE REPAIR, INC.	7182016	08/31/2016	8/25/16	101.42.4200.423.30700	21.00
MINNESOTA DEPARTMENT OF HUMAN SE	INV0055368	08/19/2016	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	428.80

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MINNESOTA DEPARTMENT OF HUMAN SE	INV0055369	08/19/2016	JUSTIN PARRANTO FEIN/TAXPAYER I	101.203.2032100	226.58
MINNESOTA DEPARTMENT OF HUMAN SE	INV0055735	09/02/2016	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	428.80
MINNESOTA DEPARTMENT OF HUMAN SE	INV0055736	09/02/2016	JUSTIN PARRANTO FEIN/TAXPAYER I	101.203.2032100	226.58
MN DEPT OF REVENUE	INV0055386	08/19/2016	STATE WITHHOLDING	101.203.2030300	21,122.40
MN DEPT OF REVENUE	INV0055390	08/19/2016	STATE WITHHOLDING	101.203.2030300	57.61
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	101.207.2070300	55.20
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	101.207.2070300	0.29
MN NCPERS LIFE INSURANCE	8/23/16	08/31/2016	SEPTEMBER 2016 PREMIUM	101.203.2031600	320.00
MOONGATE GARDEN DESIGN, LLC	8/18/16	08/24/2016	REIMBURSEMENT - KATHLEEN V.	101.45.0000.3413000	400.00
MOTOROLA	13122479	08/17/2016	1000632209 0001	101.42.4000.421.60040	7,621.50
NFPA	6762728X	08/24/2016	116140	101.42.4200.423.50070	175.00
OXYGEN SERVICE COMPANY, INC	08000281	08/24/2016	04394	101.42.4000.421.60065	133.90
OXYGEN SERVICE COMPANY, INC	08000374	08/24/2016	04394	101.42.4000.421.60065	6.04
PERA	INV0055377	08/19/2016	PERA COORDINATED PLAN	101.203.2030600	33,586.36
PERA	INV0055378	08/19/2016	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,583.47
PERA	INV0055379	08/19/2016	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0055380	08/19/2016	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	69.23
PERA	INV0055381	08/19/2016	PERA POLICE & FIRE PLAN	101.203.2030600	13,734.23
PERA	INV0055382	08/19/2016	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	20,601.40
PINE BEND PAVING, INC.	16-476	08/31/2016	8/15/16	101.43.5200.443.60016	525.30
PINE BEND PAVING, INC.	4982	08/31/2016	8/22/16	101.44.6000.451.40046	10,550.00
PINE BEND PAVING, INC.	16-491	08/31/2016	8/24	101.43.5200.443.60016	441.83
RCM SPECIALTIES, INC.	5624	08/31/2016	8/12/16	101.43.5200.443.60016	586.32
SOLBERG AGGREGATE CO	16126	08/31/2016	7/1/16	101.43.5200.443.60016	272.37
SPRINT	842483314-177	08/24/2016	Telephone	101.41.1000.413.50020	69.98
SPRINT	842483314-177	08/24/2016	Telephone	101.41.1100.413.50020	69.98
SPRINT	842483314-177	08/24/2016	Telephone	101.41.2000.415.50020	34.99
SPRINT	842483314-177	08/24/2016	Telephone	101.42.4000.421.50020	34.99
SPRINT	842483314-177	08/24/2016	Telephone	101.42.4200.423.50020	34.99
SPRINT	842483314-177	08/24/2016	Telephone	101.43.5000.441.50020	34.99
SPRINT	842483314-177	08/24/2016	Telephone	101.44.6000.451.50020	34.99
SPRINT	842483314-177	08/24/2016	Telephone	101.45.3000.419.50020	34.99
T MOBILE	8/8/16 494910368	08/24/2016	494910368	101.43.5100.442.50020	49.99
TWIN CITIES OCCUPATIONAL HEALTH PC	T131712387	08/31/2016	8/12/16	101.41.1100.413.30500	1,805.00
UNIFIRST CORPORATION	090 0317364 B	08/31/2016	1051948	101.43.5200.443.60045	34.47
UNIFIRST CORPORATION	090 0317364 B	08/31/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0318419	08/24/2016	1051948	101.43.5200.443.60045	42.75
UNIFIRST CORPORATION	090 0318419	08/24/2016	1051948	101.44.6000.451.60045	32.40
UNIFIRST CORPORATION	090 0319446	08/31/2016	1051948	101.43.5200.443.60045	37.70
UNIFIRST CORPORATION	090 0319446	08/31/2016	1051948	101.44.6000.451.60045	32.40
UNIFORMS UNLIMITED	38571-1	08/24/2016	491-1	101.42.4000.421.60045	141.86
US POSTMASTER - EAGAN	8/31/16 POSTAGE	08/31/2016	POSTAGE	101.41.1100.413.50035	1,848.20
VERSA-LOK	8/12/16	08/24/2016	6514502500	101.43.5200.443.60016	797.50
XCEL ENERGY	511118474	08/24/2016	Gas & Electric	101.43.5200.443.40020	932.46
XCEL ENERGY	511118474	08/24/2016	Gas & Electric	101.43.5400.445.40020	9,433.60
XCEL ENERGY	511313624	08/24/2016	Gas & Electric	101.42.4200.423.40010	157.52
XCEL ENERGY	511313624	08/24/2016	Gas & Electric	101.42.4200.423.40020	1,608.64
XCEL ENERGY	511321904	08/24/2016	Gas & Electric	101.43.5400.445.40020	668.60
XCEL ENERGY	512033979	08/24/2016	Gas & Electric	101.44.6000.451.40010	127.94
XCEL ENERGY	512033979	08/24/2016	Gas & Electric	101.44.6000.451.40020	1,211.01
XCEL ENERGY	512040024	08/24/2016	Gas & Electric	101.42.4000.421.40042	44.44
Fund: 101 - GENERAL FUND					310,725.16

ENSEMBLE CREATIVE & MARKETING	IGH0815816	08/31/2016	JULY 2016	201.44.1600.465.50025	1,999.00
Fund: 201 - C.V.B. FUND					1,999.00

ADVANTAGE SPORTS LLC	8/3/16	08/17/2016	TENNIS CLUB	204.44.6100.452.30700	725.67
ANDERSON, JEFFREY & BAYLEIGH	8/12/16	08/31/2016	REFUND - RAPUNZEL THEATRE CAMF	204.44.0000.3470000	62.00
AUGUSTANA LUTHERAN CHURCH	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
CAIN, COLIN	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
CONCORDIA MENS CLUB	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
CORNELL, ETHAN	8/24/16	08/31/2016	SUMMER 2016 CONDUCT FEE	204.228.2280100	50.00
DAULTON, JOSH	8/24/16	08/31/2016	SUMMER 2016 CONDUCT FEE	204.228.2280100	100.00
DELICH, DON	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
FEIDT, BRIAN	8/24/16	08/31/2016	SUMMER 2016 CONDUCT FEE	204.228.2280100	50.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	204.44.6100.452.30550	3.30
GOOD SHEPHERD LUTHERAN CHURCH	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
GRSHOWAK, PHILLIP	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
GUENTHER, JACOB	8/24/16	08/31/2016	SUMMER 2016 CONDUCT FEE	204.228.2280100	50.00
GUTZMAN, SARAH	8/12/16	08/31/2016	REFUND - DESCENDENTS CAMP	204.44.0000.3470000	124.00
HAMILTON, MATTHEW	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
HAUGLAND, SARA	8/17/16	08/31/2016	REFUND - CAMP	204.44.0000.3470000	82.00
KASPER, MICHAEL & COLETTE	8/12/16	08/31/2016	REFUND - RAPUNZEL CAMP	204.44.0000.3470000	57.00
KRIER, TAYLOR	8/23/16	08/31/2016	LEAGUE CHAMPION	204.44.6100.452.60009	115.00
KRUMRIE, MATT	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
MARSDEN, JON	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
MAYER ARTS INC	2866	08/31/2016	8/13/16	204.44.6100.452.30700	864.00
MEDEMA, TYLER	8/24/16	08/31/2016	SUMMER 2016 CONDUCT FEE	204.228.2280100	50.00
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	204.207.2070300	293.57
MUSEUS, JOHN	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ORTEGA, NICHOLAS	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
PETERS, JOHN	8/24/16	08/31/2016	SUMMER 2016 CONDUCT FEE	204.228.2280100	50.00
RYAN, PEDERSEN	8/24/16	08/31/2016	SUMMER 2016 CONDUCT FEE	204.228.2280100	50.00
SCHUSTER, MARK	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
SIKICH, TONY	8/24/16	08/31/2016	2016 SUMMER CONDUCT FEE	204.228.2280100	50.00
WEIMER, DAN	8/23/16	08/31/2016	LEAGUE CHAMPION	204.44.6100.452.60009	40.00
WEIMER, DAN	8/24/16	08/31/2016	SUMMER 2016 CONDUCT FEE	204.228.2280100	50.00
Fund: 204 - RECREATION FUND					3,466.54
COMMON SENSE BUILDING SERVICES, INC	39227	08/31/2016	AUGUST 2016	205.44.6200.453.40040	7,288.05
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	205.44.6200.453.30550	5.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	205.44.6200.453.30550	5.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	205.44.6200.453.30550	23.30
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	205.44.6200.453.30550	10.00
HUEBSCH SERVICES	3715936	08/31/2016	92965	205.44.6200.453.40040	204.79
HUEBSCH SERVICES	3715936	08/31/2016	92965	205.44.6200.453.40040	56.47
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	205.207.2070300	6,580.22
XCEL ENERGY	512033979	08/24/2016	Gas & Electric	205.44.6200.453.40010	3,537.56
XCEL ENERGY	512033979	08/24/2016	Gas & Electric	205.44.6200.453.40010	853.84
XCEL ENERGY	512033979	08/24/2016	Gas & Electric	205.44.6200.453.40020	18,054.94
XCEL ENERGY	512033979	08/24/2016	Gas & Electric	205.44.6200.453.40020	9,942.69
Fund: 205 - COMMUNITY CENTER					46,561.86
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	290.45.3000.419.30550	1.00
GROUNDWATER & ENVIRONMENTAL SER	769764	08/31/2016	3501692	290.45.3000.419.30700	1,400.00
Fund: 290 - EDA					1,401.00
EHLERS AND ASSOCIATES, INC.	71320	08/31/2016	8/24/16	357.57.9000.570.30150	5,000.00
Fund: 357 - G.O. WMTD REF BONDS 2010C					5,000.00
BARR ENGINEERING COMPANY	23190328.15-17	08/24/2016	2015 PROJECT REVIEWS AND STUDIE	436.73.5900.736.30300	388.50
MERCURY ELECTRIC CORPORATION	7137	08/31/2016	8/11/16	436.52.5900.736.80300	1,941.42
PARK CONSTRUCTION COMPANY	PAY VO. NO. 2	08/24/2016	CITY PROJECT NO. 2016-09D 2015-10	436.73.5900.736.80300	42,566.82
SRF CONSULTING GROUP, INC	09301.00-2	08/24/2016	7/31/16	436.73.5900.736.30300	3,200.00
Fund: 436 - 2016 IMPROVEMENT FUND					48,096.74
AMERICAN ENGINEERING TESTING, INC.	92767	08/24/2016	INV001	440.74.5900.740.30340	4,580.00
ASTECH CORP	FINAL PAY VO. NO. 1	08/24/2016	CITY PROJECT NO. 2016-09A	440.74.5900.740.40046	133,028.30
BARR ENGINEERING COMPANY	23190328.16-4	08/24/2016	2016 PROJECT PREVIEWS	440.74.5900.740.30300	143.00
PARK CONSTRUCTION COMPANY	PAY VO. NO. 2	08/24/2016	CITY PROJECT NO. 2016-09D 2015-10	440.74.5900.740.80300	607,707.60
SHORT ELLIOTT HENDRICKSON, INC.	319575	08/24/2016	4340	440.74.5900.740.30300	597.43
SHORT ELLIOTT HENDRICKSON, INC.	319575	08/24/2016	4340	440.74.5900.740.30300	336.90
Fund: 440 - PAVEMENT MANAGEMENT PROJ					746,393.23
BARR ENGINEERING COMPANY	23190328.16-4	08/24/2016	2016 PROJECT PREVIEWS	446.74.5900.746.30300	277.32
BARR ENGINEERING COMPANY	23190328.16-4	08/24/2016	2016 PROJECT PREVIEWS	446.74.5900.746.30300	277.32
EJM PIPE SERVICES	PAY VO. NO. 3	08/24/2016	CITY PROJECT NO. 2015-13	446.74.5900.746.80300	552,174.01
EJM PIPE SERVICES	PAY VO. NO. 3	08/24/2016	CITY PROJECT NO. 2015-13	446.74.5900.746.80300	276,968.70
EMMONS & OLIVIER RESOURCES	00095-0053-6	08/24/2016	00095-0053	446.74.5900.746.30300	345.00
PARK CONSTRUCTION COMPANY	PAY VO. NO. 2	08/24/2016	CITY PROJECT NO. 2016-09D 2015-10	446.74.5900.746.80300	2,061.50
SATHRE-BERGQUIST, INC.	52135	08/31/2016	7/31/16	446.74.5900.746.30700	625.00
WENCK ASSOCIATES, INC.	11601809	08/24/2016	B3619-0001	446.74.5900.746.30300	1,105.60
Fund: 446 - NW AREA					833,834.45
JOEL CARLSON	8/15/16	08/31/2016	SEPTEMBER 2016	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,000.00
BLACKTOP PROS, LLC	16-85	08/24/2016	8/18/16	501.50.7100.512.40046	1,800.00
CHAMPION COATINGS	81516	08/24/2016	815	501.50.7100.512.40043	19,712.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	501.50.7100.512.30550	43.00
HACH COMPANY	100438	08/24/2016	255136	501.50.7100.512.60019	1,385.25
HACH COMPANY	10051058	08/24/2016	255136	501.50.7100.512.60011	182.10
HACH COMPANY	10055190	08/24/2016	255136	501.50.7100.512.60019	274.80
HAWKINS, INC.	3933834	08/24/2016	108816	501.50.7100.512.60019	618.80
MADISON NATIONAL LIFE INSURANCE COI	1222562	08/31/2016	1012439000000000	501.50.7100.512.20630	1.37
MICHELS CORPORATION - WILLIE GRAHAI	7/22/16	08/24/2016	REFUND HYDRANT PERMIT 1604	501.207.2070300	(17.36)
MICHELS CORPORATION - WILLIE GRAHAI	7/22/16	08/24/2016	REFUND HYDRANT PERMIT 1604	501.50.0000.3813000	(243.60)
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	501.207.2070200	6,224.56
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	501.207.2070300	17.36
MN PIPE & EQUIPMENT	0363020	08/24/2016	2195	501.50.7100.512.60016	352.06
SHORT ELLIOTT HENDRICKSON, INC.	319347	08/24/2016	4340	501.50.7100.512.30300	7,408.86
SHORT ELLIOTT HENDRICKSON, INC.	319348	08/24/2016	4340	501.50.7100.512.30300	4,990.91
SPRINT	842483314-177	08/24/2016	Telephone	501.50.7100.512.50020	69.98
XCEL ENERGY	511316130	08/24/2016	Gas & Electric	501.50.7100.512.40010	759.79
XCEL ENERGY	511316130	08/24/2016	Gas & Electric	501.50.7100.512.40020	23,588.07
Fund: 501 - WATER UTILITY FUND					67,167.95

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	502.51.7200.514.30550	27.00
MADISON NATIONAL LIFE INSURANCE COI	1222562	08/31/2016		502.51.7200.514.20630	0.58
XCEL ENERGY	511316130	08/24/2016	Gas & Electric	502.51.7200.514.40010	25.00
XCEL ENERGY	511316130	08/24/2016	Gas & Electric	502.51.7200.514.40020	1,362.68

Fund: 502 - SEWER UTILITY FUND

1,415.26

ALE TRAINING - GISSELMAN HOSPITALITY 743		08/31/2016	8/22/16	503.52.8500.526.50070	275.00
BREAKTHRU BEVERAGE MINNESOTA	1090579237	08/31/2016	102294	503.52.8300.524.76150	386.25
BREAKTHRU BEVERAGE MINNESOTA	1090599455	08/24/2016	102294	503.52.8300.524.76150	280.80
BREAKTHRU BEVERAGE MINNESOTA	1090602480	08/31/2016	102294	503.52.8300.524.76150	245.60
BREAKTHRU BEVERAGE MINNESOTA	1080518372	08/31/2016	102294	503.52.8300.524.76150	244.87
BREAKTHRU BEVERAGE MINNESOTA	1090605397	08/31/2016	102294	503.52.8300.524.76150	344.70
COCA COLA BOTTLING COMPANY	3642200109	08/24/2016	8/17/16	503.52.8300.524.76100	(150.00)
COCA COLA BOTTLING COMPANY	3642200110	08/24/2016	8/17/16	503.52.8300.524.76100	1,408.08
COCA COLA BOTTLING COMPANY	3642200166	08/31/2016	8/24/16	503.52.8300.524.76100	452.64
COLLEGE CITY BEVERAGE	371954 B	08/24/2016	3592	503.52.8300.524.76150	203.25
COPY RIGHT	72422	08/24/2016	8/15/16	503.52.8000.521.50030	410.62
DENNY'S 5TH AVENUE BAKERY	621756	08/24/2016	IW185	503.52.8300.524.76050	72.54
DENNY'S 5TH AVENUE BAKERY	622380	08/24/2016	IW185	503.52.8300.524.76050	72.54
DENNY'S 5TH AVENUE BAKERY	623080	08/31/2016	IW185	503.52.8300.524.76050	66.48
DENNY'S 5TH AVENUE BAKERY	623274	08/31/2016	IW185	503.52.8300.524.76050	72.54
DENNY'S 5TH AVENUE BAKERY	624047	08/31/2016	IW185	503.52.8300.524.76050	75.24
DENNY'S 5TH AVENUE BAKERY	624373	08/31/2016	IW185	503.52.8300.524.76050	57.71
DEX MEDIA	6/30/16 110360619	08/31/2016	110360619	503.52.8500.526.50025	52.50
DEX MEDIA	8/20/16 110360619	08/31/2016	110360619	503.52.8500.526.50025	50.00
DRAFT TECHNOLOGIES	08151604	08/24/2016	8/15/16	503.52.8300.524.40042	50.00
DRAFT TECHNOLOGIES	08291604	08/31/2016	8/29/16	503.52.8300.524.40042	50.00
GARY'S PEST CONTROL	50386	08/31/2016	8/24/16	503.52.8500.526.40040	71.77
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	503.52.8000.521.30550	20.00
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	503.52.8600.527.30550	10.00
JJ TAYLOR DIST. COMPANY OF MN	2567789	08/24/2016	00834	503.52.8300.524.76150	354.20
JJ TAYLOR DIST. COMPANY OF MN	2577265	08/31/2016	00834	503.52.8300.524.76150	203.00
M. AMUNDSON LLP	219329	08/31/2016	902858	503.52.8300.524.76050	169.74
M. AMUNDSON LLP	222632	08/31/2016	902858	503.52.8300.524.76050	182.19
MADISON NATIONAL LIFE INSURANCE COI	1222562	08/31/2016	101243900000000	503.52.8600.527.20630	2.16
MANSFIELD OIL COMPANY	668836	08/31/2016	24129-04-668836	503.52.8400.525.60021	1,104.87
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	503.207.2070300	21,510.36
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	503.52.8400.525.40065	28.88
NAPA OF INVER GROVE HEIGHTS	470373	08/31/2016	4165	503.52.8600.527.40042	151.28
NAPA OF INVER GROVE HEIGHTS	470769	08/31/2016	4165	503.52.8600.527.40042	88.13
NAPA OF INVER GROVE HEIGHTS	470994	08/31/2016	4165	503.52.8600.527.40042	47.97
PUFFY CREAM DONUTS	00004656	08/31/2016	8/1/16	503.52.8300.524.76050	176.25
SAVATREE	8/12/16	08/31/2016	1084219	503.52.8600.527.50045	482.06
SAVATREE	8/16/16	08/31/2016	1084219	503.52.8600.527.50045	482.06
SHAMROCK GROUP	2033483	08/24/2016	07176	503.52.8300.524.76100	79.00
SHAMROCK GROUP	2034153	08/24/2016	07176	503.52.8300.524.76100	133.00
SHAMROCK GROUP	2037415	08/24/2016	8/15/16	503.52.8300.524.76100	80.34
SHAMROCK GROUP	2035589	08/31/2016	07176	503.52.8300.524.76100	75.50
SHAMROCK GROUP	2038266	08/31/2016	8/22/16	503.52.8300.524.76100	45.50
SHAMROCK GROUP	2039581	08/31/2016	07176	503.52.8300.524.76100	149.00
SHAMROCK GROUP	2040217	08/31/2016	07176	503.52.8300.524.76100	98.00
TDS METROCOM	8/13/16 651 457 3667	08/24/2016	651 457 3667	503.52.8500.526.50020	257.93
TITLEIST	902540848	08/31/2016	3011412111	503.52.8200.523.76450	933.75
TITLEIST	902971227	08/24/2016	US00008363	503.52.8200.523.76450	455.92
ULTIMATE EVENTS, INC	58818	08/31/2016	29863	503.52.8500.526.60065	1,972.04
UNIFIRST CORPORATION	090 0317474 B	08/31/2016	1258268	503.52.8600.527.60045	51.07
UNIFIRST CORPORATION	090 0318517	08/31/2016	1258268	503.52.8600.527.60045	51.07
UNIFIRST CORPORATION	090 0319548	08/31/2016	1258268	503.52.8600.527.60045	51.07
US FOODSERVICE	5842188	08/24/2016	03805983	503.52.8300.524.76050	715.32
US FOODSERVICE	3076222	08/31/2016	03805983	503.52.8300.524.76050	762.51
US FOODSERVICE	3211726	08/31/2016	03805983	503.52.8300.524.76050	821.15
WINFIELD SOLUTIONS, LLC	00006119638	08/31/2016	156650	503.52.8600.527.60035	361.08
XCEL ENERGY	510700558	08/24/2016	Gas & Electric	503.52.8500.526.40010	38.38
XCEL ENERGY	510700558	08/24/2016	Gas & Electric	503.52.8500.526.40020	1,675.83
XCEL ENERGY	510700558	08/24/2016	Gas & Electric	503.52.8600.527.40010	27.24
XCEL ENERGY	510700558	08/24/2016	Gas & Electric	503.52.8600.527.40020	3,389.77

Fund: 503 - INVER WOOD GOLF COURSE

42,030.75

GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	602.00.2100.415.30550	1.00
PERKINS, MICHELE	7/12/16	08/17/2016	CONTRACT SERVICES	602.00.2100.415.30700	36,820.00
PERKINS, MICHELE	7/12/16	08/17/2016	CONTRACT SERVICES	602.00.2100.415.30700	(36,808.08)

Fund: 602 - RISK MANAGEMENT

12.92

3M	SS21966	08/17/2016	JCX9015	603.00.5300.444.80700	241.03
COMMON SENSE BUILDING SERVICES, INC	39227	08/31/2016	AUGUST 2016	603.00.5300.444.40040	298.00
DIAMOND MOWERS INC	0114083-IN	08/24/2016	0010407	603.00.5300.444.40041	530.64
EMERGENCY AUTOMOTIVE TECHNOLOGII	L081516-30	08/24/2016	8/15/16	603.00.5300.444.80700	420.00
EMERGENCY AUTOMOTIVE TECHNOLOGII	AW081716-4	08/31/2016	8/17/16	603.00.5300.444.40041	262.02
EMERGENCY AUTOMOTIVE TECHNOLOGII	AW081816-3	08/31/2016	8/18/16	603.00.5300.444.40041	48.60
FACTORY MOTOR PARTS COMPANY	1-5053886	08/24/2016	10799	603.00.5300.444.40041	79.65

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	603.00.5300.444.30550	10.00
H&L MESABI	96331	08/31/2016	514	603.140.1450050	4,648.00
HANCO CORPORATION	835482	08/24/2016	332660	603.00.5300.444.40041	793.48
HEPPNER'S AUTO BODY	41287	08/24/2016	7/26/16	603.00.5300.444.40041	657.00
INVER GROVE FORD	5213551	08/24/2016	8/4/16	603.00.5300.444.40041	64.71
INVER GROVE FORD	5213640	08/24/2016	8/5/16	603.00.5300.444.40041	(64.71)
INVER GROVE FORD	6208783/1	08/24/2016	8/15/16	603.00.5300.444.40041	395.96
I-STATE TRUCK CENTER	C242417182:01	08/24/2016	13468	603.00.5300.444.40041	50.26
KIMBALL MIDWEST	5080190	08/31/2016	222006	603.00.5300.444.60012	577.73
LARSON COMPANIES	B-262280138	08/31/2016	14649	603.140.1450050	40.30
LARSON COMPANIES	B-262280184	08/31/2016	14649	603.140.1450050	69.96
MACQUEEN EQUIPMENT INC	P00736	08/24/2016	INVER002	603.00.5300.444.40041	696.73
MANSFIELD OIL COMPANY	100569	08/24/2016	23866	603.140.1450060	84.32
MANSFIELD OIL COMPANY	635800	08/24/2016	23866-02-635800	603.140.1450060	8,292.61
MANSFIELD OIL COMPANY	635802	08/24/2016	23866-01-635802	603.140.1450060	3,984.28
MANSFIELD OIL COMPANY	638348	08/24/2016	23866-01-638348	603.140.1450060	723.21
MID CITY SERIVCES, INC.	45721	08/31/2016	8/19/16	603.00.5300.444.40065	42.75
MN DEPT OF REVENUE	JULY 2016	08/23/2016	PETRO TAX	603.00.5300.444.60021	312.08
MTI DISTRIBUTING CO	1083680-00	08/24/2016	91180	603.00.5300.444.40041	213.42
MTI DISTRIBUTING CO	1084733-00	08/31/2016	91180	603.00.5300.444.40041	30.61
MTI DISTRIBUTING CO	1084733-01	08/31/2016	91180	603.00.5300.444.40041	186.34
O' REILLY AUTO PARTS	1767-221969	08/24/2016	1578028	603.00.5300.444.40041	67.63
O' REILLY AUTO PARTS	1767-221995	08/24/2016	1578028	603.00.5300.444.40041	4.60
O' REILLY AUTO PARTS	1767-2144	08/24/2016	1578028	603.140.1450050	7.46
O' REILLY AUTO PARTS	1767-222145	08/24/2016	1578028	603.00.5300.444.40041	189.93
O' REILLY AUTO PARTS	1767-222149	08/24/2016	1578028	603.00.5300.444.40041	451.77
O' REILLY AUTO PARTS	1767-222151	08/24/2016	1578028	603.00.5300.444.60040	56.97
O' REILLY AUTO PARTS	1767-222341	08/24/2016	1578028	603.00.5300.444.40041	114.87
O' REILLY AUTO PARTS	1767-222347	08/24/2016	1578028	603.00.5300.444.60012	35.14
O' REILLY AUTO PARTS	1767-222348	08/24/2016	1578028	603.00.5300.444.60012	19.99
O' REILLY AUTO PARTS	1767-222361	08/24/2016	1578028	603.00.5300.444.40041	(110.00)
O' REILLY AUTO PARTS	1767-22252	08/24/2016	1578028	603.00.5300.444.40041	14.32
O' REILLY AUTO PARTS	1767-22252	08/24/2016	1578028	603.140.1450050	42.96
O' REILLY AUTO PARTS	1767-222551	08/24/2016	1578028	603.00.5300.444.40041	10.57
O' REILLY AUTO PARTS	176722518	08/24/2016	1578028	603.00.5300.444.40041	30.03
O' REILLY AUTO PARTS	1767-223236	08/24/2016	1578028	603.00.5300.444.40041	156.06
O' REILLY AUTO PARTS	1767-223464	08/24/2016	1578028	603.00.5300.444.40041	45.98
O' REILLY AUTO PARTS	1767-223465	08/24/2016	1578028	603.00.5300.444.40041	217.68
O' REILLY AUTO PARTS	1767-223505	08/24/2016	1578028	603.00.5300.444.40041	(84.00)
O' REILLY AUTO PARTS	1767-203617	08/31/2016	1578028	603.00.5300.444.40041	36.00
O' REILLY AUTO PARTS	1767-223600	08/31/2016	1578028	603.00.5300.444.40041	62.99
O' REILLY AUTO PARTS	1767-223611	08/31/2016	1578028	603.00.5300.444.40041	(47.00)
O' REILLY AUTO PARTS	1767-223618	08/31/2016	1578028	603.00.5300.444.40041	20.97
O' REILLY AUTO PARTS	1767-223672	08/31/2016	1578028	603.00.5300.444.40041	2.99
O' REILLY AUTO PARTS	1767-223800	08/31/2016	1578028	603.00.5300.444.60012	102.97
O' REILLY AUTO PARTS	1767-223811	08/31/2016	1578028	603.00.5300.444.40041	39.59
O' REILLY AUTO PARTS	1767-223826	08/31/2016	1578028	603.00.5300.444.60012	35.98
O' REILLY AUTO PARTS	1767-224498	08/31/2016	1578028	603.00.5300.444.40041	3.47
O' REILLY AUTO PARTS	1767-224500	08/31/2016	1578028	603.140.1450050	3.47
O' REILLY AUTO PARTS	1767-224501	08/31/2016	1578028	603.140.1450050	20.82
O' REILLY AUTO PARTS	1767-204700	08/31/2016	1578028	603.00.5300.444.40041	60.05
O' REILLY AUTO PARTS	1767-221671	08/31/2016	1578028	603.140.1450050	143.03
O' REILLY AUTO PARTS	1767-222723	08/24/2016	1578028	603.00.5300.444.40041	(14.32)
O' REILLY AUTO PARTS	1767-224882	08/31/2016	1578028	603.140.1450050	10.68
O' REILLY AUTO PARTS	1767-224499	08/31/2016	1578028	603.00.5300.444.40041	(3.47)
POMP'S TIRE SERVICE, INC.	980030432	08/31/2016	4502557	603.00.5300.444.40041	163.50
POMP'S TIRE SERVICE, INC.	980031216	08/31/2016	4502557	603.00.5300.444.60014	217.80
POMP'S TIRE SERVICE, INC.	980031359	08/31/2016	4502557	603.00.5300.444.60016	1,309.60
POMP'S TIRE SERVICE, INC.	980031358	08/31/2016	4502557	603.00.5300.444.60014	(913.08)
SHARROW LIFTING PRODUCTS	101332	08/24/2016	18300	603.00.5300.444.40040	489.98
UNIFIRST CORPORATION	090 0317364 B	08/31/2016	1051948	603.00.5300.444.40065	137.66
UNIFIRST CORPORATION	090 0317364 B	08/31/2016	1051948	603.00.5300.444.60045	31.49
UNIFIRST CORPORATION	090 0318419	08/24/2016	1051948	603.00.5300.444.40065	149.03
UNIFIRST CORPORATION	090 0318419	08/24/2016	1051948	603.00.5300.444.60045	34.37
UNIFIRST CORPORATION	090 0319446	08/31/2016	1051948	603.00.5300.444.40065	150.03
UNIFIRST CORPORATION	090 0319446	08/31/2016	1051948	603.00.5300.444.60045	41.17
WESTERN PETROLEUM COMPANY	97425397-41801	08/31/2016	112741	603.140.1450050	1,231.71
XCEL ENERGY	511118474	08/24/2016	Gas & Electric	603.00.5300.444.40010	64.64
XCEL ENERGY	511118474	08/24/2016	Gas & Electric	603.00.5300.444.40020	1,539.21
Fund: 603 - CENTRAL EQUIPMENT					30,086.27
COORDINATED BUSINESS SYSTEMS	CNIN219204	08/31/2016	4502512	604.00.2200.416.40050	2,695.70
Fund: 604 - CENTRAL STORES					2,695.70

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMON SENSE BUILDING SERVICES, INC	39227	08/31/2016	AUGUST 2016	605.00.7500.460.40040	3,746.11
HUEBSCH SERVICES	3715935	08/31/2016	100075	605.00.7500.460.40065	113.54
LONE OAK COMPANIES	8/10/16	08/17/2016	UTILITY POSTAGE	605.00.7500.460.50035	1,469.70
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	605.00.7500.460.40044	1.07
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	605.00.7500.460.40065	0.33
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	605.00.7500.460.60011	0.18
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	605.00.7500.460.60016	0.05
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	605.00.7500.460.60065	0.47
XCEL ENERGY	511118474	08/24/2016	Gas & Electric	605.00.7500.460.40020	7,497.16

Fund: 605 - CITY FACILITIES

12,828.61

ADVANCEDTEK	83513	08/31/2016	8/12/16	606.00.1400.413.40044	75.00
CDW GOVERNMENT INC	DXN8789	08/31/2016	2394832	606.00.1400.413.80610	82.50
GENESIS EMPLOYEE BENEFITS, INC	IN842679	08/24/2016	Payroll	606.00.1400.413.30550	10.00
INTEGRA TELECOM	14078842	08/31/2016	645862	606.00.1400.413.50020	1,048.24
LOCAL GOVERNMENT INFORMATION SYS	7/14/16	08/31/2016	7/14/16	606.00.1400.413.30700	82.50
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	606.00.1400.413.50080	0.96
MN DEPT OF REVENUE	16-Jul	08/22/2016	Taxes	606.00.1400.413.80610	63.50
PRO HEADSETS, LLC.	100879	08/31/2016	C1521	606.00.1400.413.60065	21.26
TDS METROCOM	8/13/16 651 457 7490	08/31/2016	651 457 7490	606.00.1400.413.50020	173.13
WORKS COMPUTING, INC.	26292	08/24/2016	INVER	606.00.1400.413.30700	4,142.47

Fund: 606 - TECHNOLOGY FUND

5,699.56

37TH AVENUE LLC	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2307601	4,935.76
A.G. TOLLEFSON & CO	8/12/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2296900	8,748.75
ABSOLUTE TRAILER SALES INC	8/12/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2304901	1,091.07
AMERICAN ENGINEERING TESTING, INC.	92277	08/24/2016	INV001	702.229.2296702	5,561.50
BARR ENGINEERING COMPANY	23190328.15-17	08/24/2016	2015 PROJECT REVIEWS AND STUDIE	702.229.2294602	1,142.50
BARR ENGINEERING COMPANY	23190328.16-4	08/24/2016	2016 PROJECT PREVIEWS	702.229.2288601	1,361.50
BARR ENGINEERING COMPANY	23190328.16-4	08/24/2016	2016 PROJECT PREVIEWS	702.229.2296102	5,899.44
BOSTON HEALTH CARE SYSTEMS	8/12/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2288900	991.37
BRADLEY AND MARY HAPKA	8/12/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2288701	961.55
BRENTWOOD HILLS LIMITED PARTNERSH	8/5/16	08/24/2016	RELEASE ENGINEERING ESCROW	702.229.2307600	35,406.39
BRODE-90, LLC	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2282800	8,833.59
CENTEX HOMES	8/19/16	08/31/2016	RELEASE OF ENGINEERING ESCROW	702.229.2298900	10,769.95
DAKOTA CTY ATTORNEY	8/26/16	08/31/2016	15-3741	702.229.2291000	34.00
DAKOTA CTY COMM DEV AGENCY	8/12/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2291801	2,500.00
DAVE JACOBSEN	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2287401	500.00
DENNIS EARL HECKER	8/5/16	08/24/2016	RELEASE OF ENGIN. LETTER OF CRE	702.229.2293100	34,469.28
EMMONS & OLIVIER RESOURCES	00095-0053-6	08/24/2016	00095-0053	702.229.2301502	1,079.50
EMMONS & OLIVIER RESOURCES	00095-0052-7	08/24/2016	00095-0052	702.229.2287302	5,459.43
EMMONS & OLIVIER RESOURCES	00095-0052-7	08/24/2016	00095-0052	702.229.2293602	4,565.38
EMMONS & OLIVIER RESOURCES	00095-0052-7	08/24/2016	00095-0052	702.229.2297601	104.50
EVANGELICAL LUTHERAN GOOD SAMARIT	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2287600	522.50
FAULK & FOSTER	8/29/16	08/31/2016	ESCROW RELEASE	702.229.2304501	2,000.00
FLINT HILLS RESOURCES LP	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2298701	60.40
GAINEY REALTY & INVESTMENT CORP	8/15/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2288100	8,935.55
GAINEY REALTY & INVESTMENT CORP	8/15/16 E CLARK RD	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2297400	1,461.71
GEORGE KASSAN	8/12/16 B	08/31/2016	RELEASE OF ENGINEERING ESCROW	702.229.2291500	9,800.00
GUARANTY COMMERCIAL TILE, INC.	8/15/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2285500	40,000.00
IGH REAL ESTATE INVESTMENT LLC	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2300300	8,305.22
I-STATE	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2301700	5,002.65
KANE TRANSPORT	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2292900	1,528.92
KEH&H PROPERTIES	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2309701	2,004.91
KORINEK, JESSE & SAMMI	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2304001	1,032.55
MICHELSON CORPORATION - WILLIE GRAHA	7/22/16	08/24/2016	REFUND HYDRANT PERMIT 1604	702.229.2294300	1,000.00
MOONGATE GARDEN DESIGN, LLC	8/18/16	08/24/2016	REIMBURSEMENT - KATHLEEN V.	702.229.2298302	650.18
NEW CINGULINC WIRELESS PCS LLC	8/29/16	08/31/2016	ESCROW RELEASE - NORTHSIDE WA	702.229.2302001	788.17
PALDA AND SONS, INC.	8/5/16	08/24/2016	RELEASE OF LETTER OF CREDIT	702.229.2288002	10,000.00
PULTE HOMES	84801	08/24/2016	ESCROW REFUND 4098 87TH ST	702.229.2299800	2,500.00
RAHIMI, CATHERINE	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2304100	448.27
ROBERT THOMAS HOMES	114386	08/24/2016	ESCROW REFUND 1268 76TH ST W	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	128140	08/24/2016	ESCROW REFUND 1272 76ST ST W	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	129672	08/24/2016	ESCROW REFUND 1244 76TH ST W	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	129881	08/24/2016	ESCROW REFUND 1534 76TH ST W	702.229.2299800	2,500.00
ROYAL OAKS REALTY	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2299400	5,984.06
SOUTHEAST QUADRANT LLC	8/15/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2289300	890.55
STARFIRE PROPERTY, LLC	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2287200	1,407.15
STATE TREASURER'S OFFICE	8/26/16	08/31/2016	15-3741	702.229.2291000	17.00
TAREK IBN ZIYAD ACADEMY	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2283900	1,428.97
THE ROTTLUND COMPANY, INC	8/12/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2301900	29,339.78
TOLLEFSON DEVELOPMENT	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2289500	23,740.30
TWIN CITY MARINA	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2288200	167.35
WARREN KRECH	8/12/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2302700	10,000.00
WARREN KRECH	8/12/16 B	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2301100	14,645.82
WWKM, LLC	8/5/16	08/24/2016	RELEASE OF ENGINEERING ESCROW	702.229.2287000	3,257.76

Fund: 702 - ESCROW FUND

331,335.23

Grand Total

2,491,750.23

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request #3 for the VMCC Roofing Project - City Project 2016-14

Meeting Date: September 12, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

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

PURPOSE/ACTION REQUESTED

Recommend Pay Request #3 for the VMCC Roofing Project in the amount of \$72,392.56 to Central Roofing Company.

SUMMARY

The City Council approved the VMCC Roofing Project on March 28, 2016 and awarded the project to Central Roofing Company for a total of \$902,321. On July 25th the Council approved Change Order #1 in the amount of \$7,824 bringing the project total to \$910,145.

The project is being paid for with \$170,000 that was carried over from the 2015 VMCC/Grove budget and an interest free internal loan from the Central Equipment Fund. The VMCC/Grove will pay back the Central Equipment Fund loan over a 16-year period through energy savings from the re-commissioning projects being installed by Apex Engineering and the installation of solar panels on City Hall and the VMCC/Grove.

OWNER'S COPY



Owner: Inver Grove Heights, 8150 Barbara Ave., Inver Grove Heights, MN 55077	Date: July 29, 2016
For Period: 6/1/2016 to 6/30/2016	Request No 3
Contractor: Central Roofing Company, 4550 Main Street NE, Minneapolis, MN 55421	

CONTRACTOR'S REQUEST FOR PAYMENT

INVER GROVE HEIGHTS

VETERANS MEMORIAL COMMUNITY CENTER ROOF REPLACEMENT AND SPA POOL AREA WALL REPAIRS

STANTEC FILE NO. 193803142

SUMMARY

1	Original Contract Amount		\$ <u>902,321.00</u>
2	Change Order - Addition	\$ <u>7,824.00</u>	
3	Change Order - Deduction	\$ <u>0.00</u>	
4	Revised Contract Amount		\$ <u>910,145.00</u>
5	Value Completed to Date		\$ <u>895,791.50</u>
6	Material on Hand		\$ <u>0.00</u>
7	Amount Earned		\$ <u>895,791.50</u>
8	Less Retainage 5%		\$ <u>44,789.63</u>
9	Subtotal		\$ <u>851,001.87</u>
10	Less Amount Paid Previously		\$ <u>778,609.31</u>
11	Liquidated damages -		\$ <u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>3</u>		\$ <u><u>72,392.56</u></u>

Recommended for Approval by:
STANTEC CONSULTING SERVICES, INC.

See attached for signature _____

Approved by Contractor:
CENTRAL ROOFING COMPANY

See attached for signature _____

Approved by Owner:
CITY OF INVER GROVE HEIGHTS

Specified Contract Completion Date:
June 10, 2016

Date: 9/1/16

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 14450

To Owner: City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Application No.: 3

Project: 216036. Inver Grove Heights Veterans Memorial

Period To: 7/31/2016

From Contractor: Central Roofing Company
4550 Main Street NE
Minneapolis, MN 55421

Project Nos:

Distribution to:
 Owner
 Architect
 Contractor

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

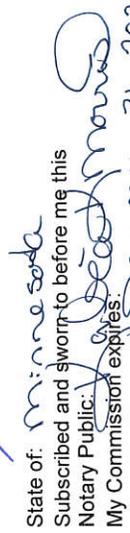
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

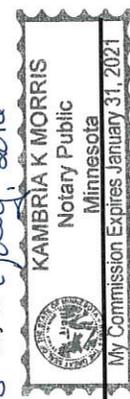
- 1. Original Contract Sum \$902,321.00
- 2. Net Change By Change Order \$7,824.00
- 3. Contract Sum To Date \$910,145.00
- 4. Total Completed and Stored To Date \$895,791.50
- 5. Retainage:
 - a. 5.00% of Completed Work \$44,789.63
 - b. 0.00% of Stored Material \$0.00
- Total Retainage \$44,789.63
- 6. Total Earned Less Retainage \$851,001.87
- 7. Less Previous Certificates For Payments \$778,609.31
- 8. Current Payment Due \$72,392.56
- 9. Balance To Finish, Plus Retainage \$59,143.13

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Central Roofing Company

By:  Date: 7/18/2016

State of: Minnesota
 County of: Anoka
 Subscribed and sworn to before me this 18 day of July, 2016
 Notary Public: 
 My Commission expires: January 31, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 72,392.56

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  Date: 7-29-2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$7,824.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$7,824.00	\$0.00
Net Changes By Change Order	\$7,824.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3
 Application Date : 07/18/16
 To: 07/31/16
 Architect's Project No.:

Invoice #: 14450 Contract : 216036. Inver Grove Heights Veterans Memorial

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	In Place					
1	General Conditions	143,535.00	114,828.00	14,353.50	0.00	129,181.50	14,353.50	6,459.09	
2	Roofing Materials	374,901.00	374,901.00	0.00	0.00	374,901.00	0.00	18,745.06	
3	Roofing Labor	205,521.00	164,416.80	41,104.20	0.00	205,521.00	0.00	10,276.06	
4	Sheet Metal Materials	20,239.00	20,239.00	0.00	0.00	20,239.00	0.00	1,011.96	
5	Sheet Metal Labor	41,490.00	20,745.00	20,745.00	0.00	41,490.00	0.00	2,074.50	
6	Subcontractor - Mechanical	27,500.00	27,500.00	0.00	0.00	27,500.00	0.00	1,375.00	
7	Subcontractor - Masonry	23,475.00	23,475.00	0.00	0.00	23,475.00	0.00	1,173.76	
8	Subcontractor - Skylights	65,660.00	65,660.00	0.00	0.00	65,660.00	0.00	3,283.00	
9	Change Order #1	7,824.00	7,824.00	0.00	0.00	7,824.00	0.00	391.20	
Grand Totals		910,145.00	819,588.80	76,202.70	0.00	895,791.50	14,353.50	44,789.63	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of 55+ Adult Services Program Agreement with ISD 199

Meeting Date: September 12, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Tracy Petersen

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

PURPOSE/ACTION REQUESTED

It is recommended that the City Council approve the attached 5-year service agreement with Independent School District 199 for 55+ Adult Program Services. The agreement provides for payment to the City of Inver Grove Heights by the District which average \$48,300 annually over the 5-year period.

SUMMARY

In June of 2016 the City Council discussed partnering with ISD 199 to provide 55+ Adult leisure and recreational programming services in Inver Grove Heights based on the fact that staff from ISD 199 and the City felt that given the growth we will continue to experience in the 55+ demographic and with the ability of the City to provide programming and facilities, the best way to serve the population was through a partnership.

In August of 2016 the City Council reviewed draft budget information, a proposed job description, and an anticipated hiring timeline. Based on the negotiated agreement, the revised information is as follows:

2017 Proposed Budget Related to the Additional Position/55+ Adults

	VMCC/Grove	Recreation	Total
Revenue (ISD 199)	\$45,000		\$45,000
Program Revenue	\$25,000		\$25,000
Personnel Expense	(\$66,300)	(\$16,600)	(\$82,900)
Program Expense	(\$18,000)		(\$18,000)
			(\$30,900)

Anticipated Hiring Timeline

Date	Meeting	Description
September 12, 2016	City Council Meeting	Approve agreement with ISD 199
Mid-September – Mid-October		Advertise Position
October/November		Interview Candidates
December 12, 2016	City Council Meeting	Council approves appointment of recommended candidate
January 3, 2017		Candidate begins employment

**55+ ADULT SERVICES
PROGRAM AGREEMENT**

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO 199

AND

CITY OF INVER GROVE HEIGHTS

**SEPTEMBER 2016
FINAL VERSION**

This Service Agreement is made and entered into this _____ day of _____ 2016 by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and Independent School District No. 199, a Minnesota public school corporation (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:

RECITALS

1. The City and District wish to cooperate in providing the active adult (ages 55+) programs and services for residents and participants that attend programs at the Veterans Memorial Community Center and other locations as appropriate.
2. By partnering to employ a professional in the field, the City and District seek to establish a cooperative approach within the community to effectively provide programming services for active adults.
3. The City and District desire to have a Recreation Coordinator responsible for programs and services for active adults in the community.

**SECTION ONE
AGREEMENT**

1. **Coordinator Employed by City** City shall employ and assign work direction in accordance with applicable Minnesota State Statutes and City Code a Recreation Coordinator responsible to provide programming for Active Adults. The Recreation Coordinator shall be an employee of the City. The employee holding the position shall not be considered an employee of the 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.
2. **Hold Harmless** Subject to the maximum liability limit provided by Minnesota State 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, what the District incurs or suffers, which related to claims of third parties, arising out of , resulting from or relating to the activities of the Recreation Coordinator.

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.

3. **Selection and Assignment of Recreation Coordinator** A selection committee, consisting of the District's Community Education Director and the City's Recreation Superintendent along with the City Human Resources Manager will be established to interview and recommend the person to fill the position of Recreation Coordinator. The selection of such coordinator shall be the discretion of the City Administrator, in consultation with the selection committee. Should the Recreation Coordinator resign, be reassigned, or be discharged, the selection committee shall interview and recommend a replacement. The continued assignment of such coordinator shall be at the discretion of the City Administrator in consultation with the District Superintendent.
4. **Administrative Responsibilities** The type, scope and manner of active adult services shall be at the sole discretion of City. The ISD 199 Director of Community Education or their designee will meet quarterly with the Recreation Superintendent or their designee for program updates. Standards of performance, personnel policies, discipline of the Recreation Coordinator, and other internal matters shall be under the authority of City. The District may provide the City with an evaluation of the services received. The District shall immediately notify the City in writing of any purported deficient performance or purported inappropriate conduct by the Recreation Coordinator. The City shall provide the District with a copy of the Park and Recreation Departments Annual report which will include a statistical and financial summary of services provided to 55+ Adults through this agreement.
5. **Duties of Recreation Coordinator** The duties, responsibilities, and work schedule of the Recreation Coordinator shall be developed by the City in consultation with the 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.

Generally, the coordinator will work a 40-hour week and have office hours between 9:00 am - 5:30pm Monday - Friday. The actual hours worked will depend on program schedule, meetings, and training. The Recreation Coordinator assigned to active adult programming will work approximately 25 hours per week on active adults and approximately 15 hours per week on other recreation and community center programming.

6. **Absences** From time to time the Recreation Coordinator may be absent due to vacation, illness, personal leave, holidays and other authorized leaves provided by the City to its' employees. The City is not responsible to provide a replacement during such absences unless the coordinator is on leave of absence under the Minnesota Family Medical Leave Act. The amount owed by the District is not reduced because of the absences. To the extent the collective bargaining agreement applicable to the coordinator allows, the City will use reasonable efforts to schedule vacation and authorized leaves (excluding absences for illness, personal leave days and holidays) for days when programs are not scheduled. If the coordinator is absent the City will perform best efforts to provide for scheduled programming with existing City resources.

7. **Overtime** Overtime work by the Recreation Coordinator in excess of eight hours per day shall be paid by the City according to the union contract, provided such additional time, on a case by case basis, has been approved in advance by City.
8. **Service Locations** The Recreation Coordinator will maintain an office, phone, computer, email etc at the Veterans Memorial Community Center. The coordinator may provide programs as appropriate throughout the community.
9. **Cost** For and in consideration of the City providing Recreation Coordinator services for active adults within the community and in accordance with the terms of this Agreement, District shall pay City the following amounts by the 15th of each month beginning in January 2017:

Year	Monthly	Total
2017	\$4,721	\$45,000
2018	\$4,862	\$46,575
2019	\$5,008	\$48,205
2020	\$5,159	\$50,013
2021	\$5,313	\$52,013
Total		\$241,806

10. **Privacy of Records** Pursuant to the Minnesota Government Data Practices Act (Data Practices Act), the Recreation Coordinator shall be deemed to be a City official when performing the duties and responsibilities of the Recreation Coordinator position. As such, the City certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the coordinator must comply with the Data Practices Act.
11. **Active Adult Program Revenues/Expenses** The City shall be solely responsible to collect and retain all program revenues and pay for all program expenses without reimbursement from the District unless specifically agreed to with the District.

SECTION TWO
TERMS OF AGREEMENT

1. **Term of Agreement** Unless terminated by either party in accordance with this Agreement, the term of this Agreement shall be from January 1, 2017 to December 31, 2021. This time period is coincident with the City's fiscal year.
2. **Termination** Either party may terminate this Agreement upon 12-month written advance notice of such termination. If the District terminates this Agreement upon less than one year advance notice, the District shall pay for the entire fiscal year. With timely termination, all payments due hereunder shall be prorated in the event of such termination.

SECTION THREE
MISCELLANEOUS

1. **Communication** The following addresses shall be used when mailing noticed to either party:

If to City:

City of Inver Grove Heights
Attn: City Administrator
8150 Barbara Ave
Inver Grove Heights MN 55077

If to School District:

Independent School District No 199
Attention: School Superintendent
2990 – 80th St E
Inver Grove Heights MN 55076-3235

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 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.
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. **Governing Law** The Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
5. **Counterparts** The 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.

SECTION FOUR
SIGNATURE PAGE

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

CITY OF INVER GROVE HEIGHTS
MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO 199
INVER GROVE HEIGHTS MINNESOTA

By: _____
George Tourville
Its Mayor

By: _____
Cindy Nordstrom
Its Chair

By: _____
Its City Clerk

By: _____
Its Board Clerk

Date

Date

Exhibit A
Recreation Coordinator – Active Adults Job Description

City of Inver Grove Heights

POSITION DESCRIPTION

Position Title: *Recreation Coordinator-Active Adult Emphasis*

Department/Location: *Parks & Recreation – Recreation Division*

Immediate Supervisor: *Recreation Superintendent*

Latest PD Revision: *July 2016*

Position Summary:

This is an administrative position responsible for the development and implementation of a comprehensive year-round community recreation program for active adults (Adults ages 55+) as well as other general youth and/or adult events. *Incumbent is responsible to supervise and evaluate all aspects of the specific programs assigned under the general supervision of the Recreation Superintendent.*

Essential Accountabilities and Expected Outcomes

- 1) Responsible to develop and implement comprehensive recreation programs and services for the active adult population (Adults ages 55+) and other youth and/or adult events for the Parks and Recreation Department.
 - a) Creates and administers a wide range of programs and services that are organized, accessible, and well received by the public.
 - b) Prepares and presents a variety of information to program staff, volunteers, and participants so those involved are knowledgeable about the expected outcomes of the program ensuring all participants have an enjoyable and rewarding experience.
 - c) Maintains and circulates flyers, pamphlets and other media promoting programs.
 - d) Evaluates all aspects of programs to determine how future improvements can be made to program offerings including responding to public comments and questions.
- 2) Assists in developing individual program budget needs projecting expected income and expenses.
- 3) Creates program goals, schedule, policies, procedures and rules for effective program implementation.
 - a) Maintains and prepares documents including payroll, purchase requests, program registrations, schedules, rules, and results.
- 4) Monitors volunteers and seasonal/temporary staff for successful program implementation.
 - a) Motivates and ensures job performance standards are met through proper coaching of program staff to ensure value-added results.
 - b) Provides work direction and adequate training opportunities to program staff that leads to a productive and a safe work environment.
- 5) Assumes additional accountabilities as assigned.

Accountabilities Shared by all City Employees:

Developing and maintaining a thorough working knowledge of all department and City-wide policies, protocols and procedures that apply to the performance of this position.

Demonstrating by personal example the service excellence and integrity expected from all employees.

Developing respectful and cooperative working relationships with co-workers, including willing assistance to fellow employees so that their job responsibilities can be performed with confidence as quickly as possible.

Conferring regularly with and keeping one’s immediate supervisor informed on all important matters pertaining to assigned job accountabilities.

Representing the City in a professional manner to all outside contacts when doing the City’s business and also with the general public.

Typical Working Environment:

Demands of the position require employee to work days/evenings/weekends as the demands of the position require.

Position is primarily program implementation working in an office environment. Work can include indoor and outdoor environments as program offerings demand.

Typical Physical Requirements for this Position:

Must be able to sit, stand, speak, hear, and effectively communicate to staff, and the public.

Must be able to stoop, kneel, crouch, handle objects, lift and carry 25lbs, bend, push, pull, use hand and foot coordination, perform near activity, and have depth perception.

Selection Criteria to Qualify for this Position:

Bachelor’s degree in recreation administration and/or related field

2 years programming experience with active adult population

Desirable – 4 years programming experience with active adult population

Valid, unrestricted Minnesota Drivers License.

Clean background check.

Employee’s Acknowledgement and Date: _____

Supervisor’s Acknowledgement and Date: _____

Administrative Services Acknowledgement and Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RESOLUTION APPROVING CRISIS INTERVENTION TRAINING (CIT) AND CROWD CONTROL AND MANAGEMENT TRANSFER

Meeting Date: September 12, 2016
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Sean Folmar, Interim Chief
 Joe Lynch, City Administrator

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 transfer for Crisis Intervention Training (CIT) and Crowd Control and Management training and equipment.

SUMMARY

At the August 1st work session Council indicated a desire to complete CIT and Crowd Control and Management training and equipment purchases on a schedule quicker than could be achieved through the Police Department budget.

Anticipated costs for CIT:

\$24,375 Training Registration (\$625 * 39 staff)
37,440 Overtime Costs (24 hours * 24 staff at avg. rate of \$65/hr wages, Medicare & PERA)
 \$61,815

Interim Chief Folmar believes the 2016 budget can cover the cost for 5 staff, thereby needing funding of \$50,890.

Anticipated costs for Crowd Control and Management:

\$3,580 Training Registration (\$895 * 4 staff)
 11,440 Overtime Costs (16 hours * 3 staff and 8 hours * 16 staff)
33,608 Equipment (see attached memo from Sgt. Schrandt)
 \$48,628

Training registration is only needed for 4 staff as this is a train the trainer course. Interim Chief Folmar believes the 2016 budget can cover the cost for training registration and OT while at training, thereby needing funding of \$41,928. Beginning with the 2018 budget funds will be requested for equipment replacement.

\$ 17,625 Funded from 2016 Police Department Budget
92,818 Funded from transfer from Risk Management Net Position
 \$110,443 Total cost for CITY and Crowd Control and Management

As of December 31, 2015 the Risk Management Fund had a Net Position of \$925,573 which is sufficient to sustain current operations as well as fund this training and the classification & compensation study in 2017.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING CRISIS INTERVENTION TRAINING AND CROWD
CONTROL AND MANAGEMENT TRANSFER**

WHEREAS, Council desires the Police Department to complete Crisis Intervention Training (CIT);

WHEREAS, Council desires the Police Department to complete Crowd Control and Management training;

WHEREAS, Council desires the Police Department to be adequately equipped for Crowd Control and Management;

WHEREAS, the 2016 Police Department Budget does not have sufficient funding to cover the costs for CIT and Crowd Control Management training and equipment;

WHEREAS, the Risk Management Fund has sufficient Net Position to fund the training and equipment

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that the following operating transfer is hereby authorized:

From: Risk Management Fund	602.00.2100.415.91100	up to \$92,818
To: General Fund	101.59.0000.3911000	up to 92,818

Adopted by the City of Inver Grove Heights this 12th day of September 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Interim Chief Sean Folmar
FROM: Sergeant Kasey Schrandt
DATE: August 21st 2016
SUBJECT: Crowd Management Equipment

The Inver Grove Heights Police Department requires the following equipment for crowd management engagements.

<u>Items</u>	<u>Cost</u>	<u>Total</u>
40- MSA Millennium chemical masks	\$350.00	\$14000.00
40- MSA chemical filters	\$55.80	\$2232.00
40 -Non-ballistic riot helmets w/face shield	\$165.00	\$6600.00
40- MP straight black polycarbonate batons	\$45.00	\$1800.00
40- Defender gear gas mask pouch	\$44.99	\$1799.60
20- Peacekeeper clear riot shield	\$263.00	\$5260.00
4- Upper body and shoulder protection	\$253.00	\$1012.00
4- Hard-shell shin guards	\$76.00	\$304.00
4- Elbow Pads	\$20.00	\$80.00
4- Tactical gloves	\$44.99	\$179.96
4- Riot suit carry bags	\$84.99	\$339.96

Grand Total \$33,607.52

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE SPECIAL MEETING

Meeting Date: September 12, 2016
Item Type: Consent
Contact: 651.450.2513
Prepared by: Michelle Tesser, City Clerk
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:

Schedule Special City Council meeting on September 19, 2016 at 7:00 pm in the City Council Chambers.

SUMMARY:

Kristi Smith, Finance Director asked to schedule the special meeting on Monday, September 19, 2016 at 7:00 pm in the Council Chambers for the purposes of discussing the Budget.

Staff will post notice of the special meeting as required.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE SPECIAL MEETING

Meeting Date: September 26, 2016
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Michelle Tesser, City Clerk
 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:

Schedule Special City Council meeting on September 26, 2016 at 4:00 pm in the City Council Chambers.

SUMMARY:

City Council asked to schedule the special meeting on Monday, September 26, 2016 at 4:00pm in the Council Chambers for the purposes of interviewing potential 2040 Comp Plan consultant candidates. Commission members are invited to attend.

Staff will post notice of the special meeting as required.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

IMH (Hannah Meadows) PUD Approval Extension

Meeting Date: September 12, 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 requesting a two year PUD extension for the Hannah Meadows Planned Unit Development.

- Requires 3/5th's vote

SUMMARY

The City Council approved the preliminary plat and preliminary PUD development plan for Hannah Meadows on October 25, 2015. The project consists of a residential development with 42 single family homes, 36 townhomes and one 160-200 unit apartment building. The project is located in the northeast quadrant of Hwy 3 and 70th Street.

Extensions to a preliminary PUD may be granted by the Council if requested within one year of approval. The time period of an extension is up to the City Council.

The applicant is requesting a two year extension in order to provide more time to pursue development of the project.

RECOMMENDATION: Staff recommends approval of the attached resolution.

Attachments: Resolution authorizing a two year extension to the preliminary PUD
 Applicant Letter of Request
 Preliminary PUD Site Plan

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

RESOLUTION NO. _____

**RESOLUTION GRANTING A TWO (2) YEAR EXTENSION FOR THE
PRELIMINARY PUD APPROVAL OF HANNAH MEADOWS (RESOLUTION NO.
15-172)**

WHEREAS, an application was approved by the City Council on October 26, 2015 for Preliminary PUD Development Plan for the plat of Hannah Meadows for property legally described as:

**The Southwest Quarter of the Southwest Quarter of Section 5,
Township 27N, Range 22W, Dakota County, Minnesota**

WHEREAS, the aforementioned Preliminary PUD Development Plan was approved through the adoption of Resolution No. 15-172;

WHEREAS, pursuant to City Code Title 10-13A-10.J, extensions to a preliminary PUD may be granted if requested within one year of approval. The number of extensions and time period of an extension is up to the City Council;

WHEREAS, no changes have occurred to the zoning or comprehensive plan designation since October 26, 2015 that would change the facts of the original Preliminary PUD Development Plan, nor have changes to the neighborhood occurred that would change the original facts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Preliminary PUD Development Plan extension granted by

Resolution No. _____

Page 2

Resolution No. 15-172 shall hereby be valid for two additional years until September 11, 2018.

BE IT FURTHER RESOLVED that the terms and conditions found in Resolution No. 15-172 shall remain in effect.

Adopted by the City Council of Inver Grove Heights this 12th day of September, 2016.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk



Financial Corporation

AHEAD OF THE FUTURE

M 480.840.8400 F 602.926.0343 E info@imhfc.com
7001 N. Scottsdale Rd, Suite 2050, Scottsdale, Arizona 85253
www.imhfc.com / IMH Holdings, LLC / BK 0920166

August 31, 2016

Allan Hunting, City Planner
City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

RE: PUD extension for Hannah Meadows

Mr. Hunting:

IMH Financial Corporation is requesting a 2-year extension to our Final PUD for Hannah Meadows. Since our city approval for Preliminary Plat on October 26, 2015 we have continued to pursue the development of this project. However, our project leader, Tim Keenan, has left the company and we are currently reassigning his projects, including Hannah Meadows. The requested extension will allow us to continue our development pursuits.

We are excited for the development of this site and look forward in continuing our work with the city under our new project leader.

Sincerely,

A handwritten signature in black ink, appearing to read 'RM', with a long horizontal flourish extending to the right.

Ryan Muranaka
SVP – Director of Underwriting

Existing Property Description

Property description per Chicago Title Insurance Company Commitment No. 22016
 The Southwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Deade County, Minnesota

Development Data

DESTROYED TOWN	A. AGRICULTURAL
PROPOSED HOUSING	42
PROPOSED FUTURE HOUSING	180-200+
PROPOSED FUTURE HOUSING BUILDING	180-200+ (200-375 PARKING STALLS FOR SURFACE AND UNDERGROUND)
PROPOSED HOUSING	42
PROPOSED FUTURE HOUSING	180-200+
PROPOSED FUTURE HOUSING BUILDING	180-200+ (200-375 PARKING STALLS FOR SURFACE AND UNDERGROUND)

OUTLOTS	50,301 SF (1,168 AC)
A	50,301 SF (1,168 AC)
B	17,008 SF (388 AC)
C	17,008 SF (388 AC)
D	61,470 SF (1,410 AC)
E	269,632 SF (6,119 AC)
F	48,468 SF (1,113 ac)

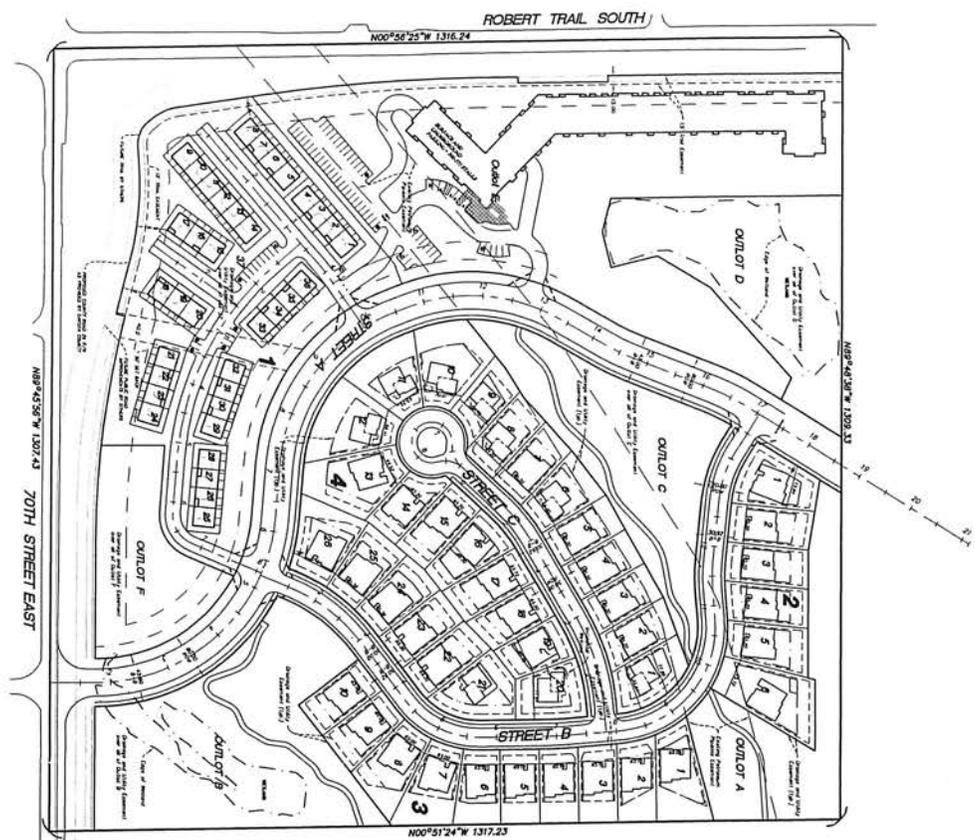
NET DEVELOPABLE AREA	12,911 AC
GROSS AREA	32,274 AC
NETLAND AREA	1,72 AC
AERIAL R.O.W.	433 AC

Lot Standards

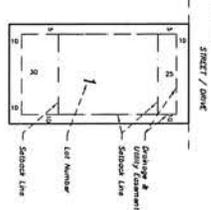
- SETBACKS
- 23' FRONT
- 12' SIDE
- 10' REAR
- 20' SIDE FROM COLLECTOR
- 20' SIDE FROM COLLECTOR
- 50' FROM C.B. 25 AND HWY 1

Development Notes

1. ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
2. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
3. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
4. DRAINAGE AND UTILITY EXISTENCES SHALL BE PROVIDED AS REQUIRED.
5. STREET WIDTHS SHOWN ARE FROM BACK OF CURB TO BACK OF CURB.



Typ. Single Family Lot Detail



Date: 10/7/15 Sheet: 1 OF 1
 0003150900 - P3 10-26-15.dwg

Westwood
 10011 141 Ave
 Minneapolis, MN 55425
 Phone: (763) 211-1100
 Fax: (763) 211-1100
 westwood@westwood.com
 Westwood Professional Services, Inc.

Working drawing that has not been approved by the City of Minneapolis. This drawing is for informational purposes only. It is not to be used for construction purposes without the approval of the City of Minneapolis. The City of Minneapolis reserves the right to modify this drawing at any time without notice.

Issue: 8/27/15 License No.: 43358

Revised: 8/27/15
 Drawn: JML
 Checked: JML
 Scale: 1/8" = 1'-0"

Revised: 8/27/15
 Drawn: JML
 Checked: JML
 Scale: 1/8" = 1'-0"

Proposed by:
IMH Special Asset 175-IGH LLC
 7001 North Scottsdale Road
 Scottsdale, Arizona 85253

Hannah Meadows
 Inter-Cove Heights, Minnesota

Preliminary Site Plan & Plat Exhibit

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 8 for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation

Meeting Date: September 12, 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

SST
SB

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 8 for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation.

SUMMARY

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

Pay Voucher No. 8, in the amount of \$22,640.30, covers final bioretention basin quantities in preparation of the final reimbursement request for the Community Conservation Partnership grant with the Dakota County Soil and Water Conservation District.

I recommend approval of Pay Voucher No. 8, in the amount of \$22,640.30, for work on City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation.

SWD/nh

Attachments: Pay Voucher No. 8

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

ESTIMATE NO: 8 (Eight)
DATE: September 12, 2016
PERIOD ENDING: August 31, 2016
CONTRACT: 2015 Pavement Management Program
PROJECT NO: City Project No. 2015-09E – 47th Street Area Reconstruction
and City Project No. 2015-14 - 47th Street Area Water and
Sewer Improvements and Rehabilitation

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

Original Contract Amount	\$3,060,086.49
Total Addition (Change Order Nos. 1, 2, 3, 4, 5)	\$219,686.22
Total Deduction	\$0.00
Total Contract Amount.....	\$3,279,772.71
Total Value of Work to Date.....	\$3,264,376.12
Less Retained (2%)	\$65,287.52
Less Previous Payment.....	\$3,176,448.30
Total Approved for Payment this Voucher.....	\$22,640.30
Total Payments including this Voucher	\$3,199,088.60

Approvals:

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

Signed by: _____ September 12, 2016
Thomas J. Kaldunski, City Engineer

Signed by: _____
Palda and Sons, Inc. Date

Signed by: _____ September 12, 2016
George Tourville, Mayor

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

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

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LS	1	1	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
2	2100.601	NIGHT WORK	EACH	3	3	\$ 1,500.00	\$ 4,500.00	\$ -
3	2104.501	REMOVE WATERMAIN	LF	2008	2190	\$ 5.00	\$ 10,040.00	\$ 10,950.00
4	2104.501	REMOVE WATER SERVICE	EACH	23	26	\$ 100.00	\$ 2,300.00	\$ 2,600.00
5	2104.509	REMOVE GATE VALVE & BOX	EACH	25	24	\$ 200.00	\$ 5,000.00	\$ 4,800.00
6	2104.509	REMOVE MANHOLE (SANITARY)	EACH	5	3	\$ 750.00	\$ 3,750.00	\$ 2,250.00
7	2104.509	REMOVE CASTING AND RINGS (SANITARY)	EACH	4	24	\$ 50.00	\$ 200.00	\$ 1,200.00
8	2104.523	SALVAGE HYDRANT AND GATE VALVE	EACH	12	13	\$ 300.00	\$ 3,600.00	\$ 3,900.00
9	2451.607	CRUSHED ROCK PIPE BEDDING (WATERMAIN)	CY	297	62	\$ 50.05	\$ 14,864.85	\$ 3,103.10
10	2451.607	CRUSHED ROCK PIPE BEDDING (SANITARY)	CY	155	392	\$ 50.05	\$ 7,757.75	\$ 19,619.60
11	2501.602	EXCAV. SPECIAL (POTHOLE EXISTING UTILITY)	EACH	10	6	\$ 400.00	\$ 4,000.00	\$ 2,400.00
12	2503.602	WATER VALVE MANHOLE	EACH	1	1	\$ 3,393.00	\$ 3,393.00	\$ 3,393.00
13	2503.602	RECONSTRUCT SANITARY MANHOLE	EACH	2	8	\$ 1,528.00	\$ 3,056.00	\$ 12,224.00
14	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	20	24	\$ 1,385.00	\$ 27,700.00	\$ 33,240.00
15	2503.602	F&I EXTERNAL MANHOLE CHIMNEY SEAL	EACH	30	32	\$ 190.00	\$ 5,700.00	\$ 6,080.00
16	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	3	2	\$ 405.00	\$ 1,215.00	\$ 810.00
17	2503.602	8" X 4" PVC WYE	EACH	3	3	\$ 941.00	\$ 2,823.00	\$ 2,823.00
18	2503.602	4" PVC PIPE SEWER (SANITARY SERVICE) SDR 26	LF	130	73	\$ 38.60	\$ 5,018.00	\$ 2,817.80
19	2503.603	8" PVC PIPE SEWER (SANITARY) SDR 35	LF	1505	1639	\$ 54.60	\$ 82,173.00	\$ 89,489.40
20	2503.603	EXCAVATION POINT REPAIR	EACH	3	3	\$ 1,892.00	\$ 5,676.00	\$ 5,676.00
21	2503.603	INFILTRATION LEAK REPAIR	EACH	3	3	\$ 600.00	\$ 1,800.00	\$ 1,800.00
22	2503.606	SANITARY MANHOLE UMBRELLAS	EACH	30	30	\$ 150.00	\$ 4,500.00	\$ 4,500.00
23	2504.601	TEMPORARY WATER SYSTEM	LS	1	1.05	\$ 19,400.00	\$ 19,400.00	\$ 20,370.00
24	2504.602	8" GATE VALVE AND BOX (NEW PIPE)	EACH	11	10	\$ 2,807.00	\$ 30,877.00	\$ 28,070.00
25	2504.602	CUT IN 6" GATE VALVE AND BOX	EACH	12	13	\$ 3,748.00	\$ 44,976.00	\$ 48,724.00
26	2504.602	CUT IN 12" GATE VALVE AND BOX	EACH	3	3	\$ 6,473.00	\$ 19,419.00	\$ 19,419.00
27	2504.602	INSTALL HYDRANT & GATE VALVE	EACH	12	14	\$ 7,269.00	\$ 87,228.00	\$ 101,766.00
28	2504.602	1" CORPORATION STOP	EACH	25	28	\$ 178.00	\$ 4,450.00	\$ 4,984.00
29	2504.602	1" CURB STOP AND BOX	EACH	25	28	\$ 265.00	\$ 6,625.00	\$ 7,420.00
30	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	10	10	\$ 1,345.00	\$ 13,450.00	\$ -
31	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	23	26	\$ 321.00	\$ 7,383.00	\$ 8,346.00
32	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	6	23	\$ 793.00	\$ 4,758.00	\$ 18,239.00
33	2504.602	ADJUST GATE VALVE	EACH	2	13	\$ 400.00	\$ 800.00	\$ 5,200.00
34	2504.602	ADJUST CURB STOP BOX	EACH	14	2	\$ 130.00	\$ 1,820.00	\$ 260.00

35	2504.603	1" COPPER, TYPE K	LF	810	833	\$	42.64	\$	34,538.40	\$	35,519.12
36	2504.603	8" DIP WATERMAIN CL. 52	LF	2096	2167	\$	47.30	\$	99,140.80	\$	102,499.10
37	2504.604	4" POLYSTYRENE INSULATION	SY	21	4	\$	35.00	\$	735.00	\$	140.00
38	2504.608	DUCTILE IRON FITTINGS (EPOXY COATED)	LB	1085	3050	\$	9.05	\$	9,819.25	\$	27,602.50
39	2506.521	INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	7	24	\$	704.00	\$	4,928.00	\$	16,896.00
40	2506.522	ADJUST CASTING (SANITARY)	EACH	19		\$	704.00	\$	13,376.00	\$	-
41	2506.602	CONSTRUCT 48" MANHOLE STRUCTURE	EACH	7	7	\$	4,703.00	\$	32,921.00	\$	32,921.00
TOTAL SCHEDULE 1 - 47TH STREET AREA WATER AND SEWER IMPROVEMENTS AND REHABILITATION (2015-14)											
\$ 785,711.05											
\$ 842,051.62											

SCHEDULE 2 - 47TH STREET AREA RECONSTRUCTION (2015-09E)

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LS	1	1	\$ 295,700.00	\$ 295,700.00	\$ 295,700.00
2	2031.501	FIELD OFFICE	EACH	1	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3	2101.502	CLEARING	TREE	30	72	\$ 225.00	\$ 6,750.00	\$ 16,200.00
4	2101.507	GRUBBING	TREE	30	77	\$ 150.00	\$ 4,500.00	\$ 11,550.00
5	2104.501	REMOVE CURB AND GUTTER	LF	13220	14128	\$ 4.36	\$ 57,639.20	\$ 61,598.08
6	2104.501	REMOVE SEWER PIPE (STORM)	LF	504	538	\$ 7.96	\$ 4,011.84	\$ 4,282.48
7	2104.501	REMOVE CATCH BASIN OR MANHOLE	EACH	21	24	\$ 750.00	\$ 15,750.00	\$ 18,000.00
8	2104.503	REMOVE CONCRETE SIDEWALK	SF	252	327	\$ 1.00	\$ 252.00	\$ 327.00
9	2104.503	REMOVE BITUMINOUS PAVEMENT	SF	4005	1986	\$ 1.00	\$ 4,005.00	\$ 1,986.00
10	2104.505	REMOVE BITUMINOUS DRIVEWAY OR TRAIL	SY	1241	1188	\$ 3.42	\$ 4,244.22	\$ 4,062.96
11	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	1239	1324	\$ 7.17	\$ 8,883.63	\$ 9,493.08
12	2104.507	REMOVE CONCRETE STEPS	SF	25	35.5	\$ 4.00	\$ 100.00	\$ 142.00
13	2104.509	REMOVE CASTING AND RINGS (STORM)	EACH	1	11	\$ 50.00	\$ 50.00	\$ 550.00
14	2104.523	SALVAGE SIGN TYPE C	EACH	17	17	\$ 25.00	\$ 425.00	\$ 425.00
15	2105.501	COMMON EXCAVATION (EV) (P)	CY	33741	34936	\$ 7.27	\$ 245,297.07	\$ 253,984.72
16	2105.507	SUBGRADE EXCAVATION (EV)	CY	250	1902	\$ 8.89	\$ 2,222.50	\$ 16,908.78
17	2105.522	SELECT GRANULAR BORROW (CV)	CY	20336	22595	\$ 9.96	\$ 202,546.56	\$ 225,046.20
18	2105.541	STABILIZING AGGREGATE	CY	200	235.32	\$ 50.05	\$ 10,010.00	\$ 11,777.77
19	2105.604	GEOTEXTILE FABRIC, TYPE V	SY	30459	29285	\$ 0.75	\$ 22,844.25	\$ 21,963.75
20	2123.61	STREET SWEEPING (WITH PICKUP BROOM)	HOURL	40	75.5	\$ 140.00	\$ 5,600.00	\$ 10,570.00
21	2130.601	WATER USAGE ALLOWANCE	LS	1		\$ 10,000.00	\$ 10,000.00	\$ -
22	2211.501	AGGREGATE BASE (CV) CLASS 5Q	TON	6536	8567.49	\$ 11.01	\$ 71,961.36	\$ 94,328.06
23	2211.501	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED)	TON	774	852.85	\$ 16.71	\$ 12,933.54	\$ 14,251.12
24	2232.501	MILL BITUMINOUS SURFACE (2" DEPTH)	SY	580	725	\$ 5.10	\$ 2,958.00	\$ 3,697.50
25	2232.501	EDGE MILL BITUMINOUS SURFACE	SY	900	837	\$ 3.40	\$ 3,060.00	\$ 2,845.80
26	2301.607	HIGH EARLY STRENGTH CONCRETE	CY	100		\$ 140.00	\$ 14,000.00	\$ -
27	2331.604	BITUMINOUS PAVEMENT RELAMATION (P)	SF	239189	239189	\$ 0.44	\$ 105,243.16	\$ 105,243.16
28	2357.502	BITUMINOUS TACK COAT	GAL	1240	1500	\$ 4.30	\$ 5,332.00	\$ 6,450.00

29	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	3215	3129	\$	51.00	\$	163,965.00	\$	159,579.00
30	2360.501	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	3215	3058.38	\$	46.00	\$	147,890.00	\$	140,685.48
31	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,E), 2.5" -	TON	190	310.13	\$	210.00	\$	39,900.00	\$	65,127.30
32	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B) FOR	TON	261		\$	60.50	\$	15,790.50	\$	-
33	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	445		\$	34.00	\$	15,130.00	\$	-
34	2411.602	LIMESTONE SPLASH BLOCK	EACH	2	4	\$	300.00	\$	600.00	\$	1,200.00
35	2411.607	CONCRETE STEPS	SF	25	67.5	\$	60.00	\$	1,500.00	\$	4,050.00
36	2501.602	24" RC PIPE APRON AND TRASH GUARD	EACH	1	1	\$	1,600.00	\$	1,600.00	\$	1,600.00
37	2502.521	4" PVC SUMP BASKET PIPE	LF	88	48	\$	13.64	\$	1,200.32	\$	654.72
38	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT	LF	115	172	\$	7.84	\$	901.60	\$	1,348.48
39	2502.541	6" PERF PVC PIPE DRAIN WITH CIRCULAR KNIT	LF	12383	12623	\$	4.66	\$	57,704.78	\$	58,823.18
40	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT	EACH	2	2	\$	248.00	\$	496.00	\$	496.00
41	2503.541	15" RC PIPE SEWER DES 3006 CL V	LF	1075	925	\$	49.00	\$	52,675.00	\$	45,325.00
42	2503.541	18" RC PIPE SEWER DES 3006 CL III	LF	267	370	\$	53.00	\$	14,151.00	\$	19,610.00
43	2503.541	24" RC PIPE SEWER DES 3006 CL III	LF	22	143	\$	61.00	\$	1,342.00	\$	8,723.00
44	2503.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	5	4	\$	360.00	\$	1,800.00	\$	1,440.00
45	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	11	18	\$	360.00	\$	3,960.00	\$	6,480.00
46	2504.601	IRRIGATION ALLOWANCE	LS	1	1.23	\$	10,000.00	\$	10,000.00	\$	12,300.00
47	2504.602	6"x4" TEE (DRAIN TILE TO PVC)	EACH	8	15	\$	80.00	\$	640.00	\$	1,200.00
48	2504.602	4" KNIFE VALVE AND BOX	EACH	2	2	\$	673.00	\$	1,346.00	\$	1,346.00
49	2504.602	CONSTRUCT BULKHEAD (STORM)	EACH	3	4	\$	300.00	\$	900.00	\$	1,200.00
50	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' X 3' CB	EACH	17	16	\$	1,807.00	\$	30,719.00	\$	28,912.00
51	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 27-4020	EACH	1	1	\$	1,413.00	\$	1,413.00	\$	1,413.00
52	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	21	22	\$	2,550.00	\$	53,550.00	\$	56,100.00
53	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	EACH	2	2	\$	3,525.00	\$	7,050.00	\$	7,050.00
54	2506.521	INSTALL NEW RINGS AND CASTING (STORM)	EACH	1	11	\$	704.00	\$	704.00	\$	7,744.00
55	2506.522	ADJUST CASTING (STORM)	EACH	11	2	\$	704.00	\$	7,744.00	\$	1,408.00
56	2506.602	CONSTRUCT DRAINAGE STRUCTURE (SUMP)	EACH	9	6	\$	365.00	\$	3,285.00	\$	2,190.00
57	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 1	EACH	2	2	\$	1,340.00	\$	2,680.00	\$	2,680.00
58	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 2	EACH	1	1	\$	1,476.00	\$	1,476.00	\$	1,476.00
59	2506.602	OUTLET CONTROL STRUCTURE	EACH	1		\$	4,174.00	\$	4,174.00	\$	-
60	2506.602	HYDRODYNAMIC SEPARATOR (STORMCEPTOR MODEL 2400)	EACH	1	1	\$	29,968.00	\$	29,968.00	\$	29,968.00
60A	2511.618	BOULDER RETAINING WALL	SF	445		\$		\$		\$	-
61	2521.501	4" CONCRETE WALK (CARRIAGE)	SF	256	246	\$	6.00	\$	1,536.00	\$	1,476.00
62	2521.501	PEDESTRIAN CURB RAMP	EACH	2	2	\$	700.00	\$	1,400.00	\$	1,400.00
63	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LF	12427	12325	\$	9.62	\$	119,547.74	\$	118,566.50
64	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LF	120	123	\$	18.00	\$	2,160.00	\$	2,214.00
65	2531.501	CONCRETE CURB AND GUTTER DESIGN D412	LF	1000	1002	\$	15.19	\$	15,190.00	\$	15,220.38
66	2531.501	CONCRETE CURB AND GUTTER (HAND POUR)	LF	200	181	\$	21.00	\$	4,200.00	\$	3,801.00
67	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	1326	1336	\$	47.19	\$	62,573.94	\$	63,045.84
68	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SY	105	151	\$	68.36	\$	7,177.80	\$	10,322.36

69	2531.507	DECORATIVE DRIVEWAY ALLOWANCE	LS	1	0.42	\$	15,000.00	\$	15,000.00	\$	6,300.00		
70	2540.601	MAILBOX MAINTENANCE	LS	1	1	\$	8,000.00	\$	8,000.00	\$	8,000.00		
71	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LS	1	1.13	\$	15,000.00	\$	15,000.00	\$	16,950.00		
72	2540.603	LANDSCAPE EDGER - PLASTIC	LF	289	440	\$	9.00	\$	2,601.00	\$	3,960.00		
73	2563.601	TRAFFIC CONTROL ALLOWANCE	LS	1	1.23	\$	15,000.00	\$	15,000.00	\$	18,450.00		
74	2564.531	SIGN PANELS TYPE C	SF	64	122.75	\$	40.00	\$	2,560.00	\$	4,910.00		
75	2564.537	INSTALL SIGN TYPE SPECIAL	EACH	5	1	\$	125.00	\$	625.00	\$	125.00		
76	2571.507	NATIVE PLUGS	PLANT	2000	1554	\$	3.50	\$	7,000.00	\$	5,439.00		
77	2572.125	PRUNE TREES	HR	10		\$	200.00	\$	2,000.00	\$	-		
78	2573.502	SILT FENCE, TYPE MS	LF	400	625	\$	4.00	\$	1,600.00	\$	2,500.00		
79	2573.53	STORM DRAIN INLET PROTECTION (WIMCO)	EACH	29	53	\$	150.00	\$	4,350.00	\$	7,950.00		
80	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LF	120	68	\$	4.00	\$	480.00	\$	272.00		
81	2573.535	STABILIZED CONSTRUCTION EXIT	LS	1		\$	3,500.00	\$	3,500.00	\$	-		
82	2573.55	EROSION CONSTROL SUPERVISOR	LS	1	1	\$	2,000.00	\$	2,000.00	\$	2,000.00		
83	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LS	1	0.15	\$	15,000.00	\$	15,000.00	\$	2,250.00		
84	2574.525	FILTER TOPSOIL BORROW (80/20)	CY	187	228	\$	44.39	\$	8,300.93	\$	10,120.92		
85	2574.525	ORGANIC TOPSOIL BORROW (CV)	CY	910	1875	\$	37.11	\$	33,770.10	\$	69,581.25		
86	2575.501	SEEDING (MIX 25-151)	ACRE	2.06	2.3	\$	1,700.00	\$	3,502.00	\$	3,910.00		
87	2575.513	MULCH MATERIAL TYPE 6, SHREDDDED HARDWOOD	CY	23	24	\$	81.00	\$	1,863.00	\$	1,944.00		
88	2575.56	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	6180	7104	\$	3.50	\$	21,630.00	\$	24,864.00		
89	2575.605	EROSION STABILIZATION MAT - SHOREMAXTM	SY	25	27	\$	75.00	\$	1,875.00	\$	2,025.00		
90	2575.605	EROSION STABILIZATION MAT - ENKAMAT	SY	13		\$	75.00	\$	975.00	\$	-		
TOTAL SCHEDULE 2 - 47TH STREET AREA RECONSTRUCTION (2015-09E)										\$	2,182,992.04	\$	2,279,109.87
TOTAL BASE BID (SCHEDULE 1 + SCHEDULE 2)										\$	2,968,703.09	\$	3,121,161.49

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

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2105.501	COMMON EXCAVATION (EV) (P)	CY	700	700	\$ 19.05	\$ 13,335.00	\$ 13,335.00
2	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	240	171	\$ 7.84	\$ 1,881.60	\$ 1,340.64
3	2502.602	4" INSTALL PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	3	2	\$ 248.00	\$ 744.00	\$ 496.00
4	2504.602	4" KNIFE VALVE AND BOX	EACH	1	1	\$ 673.00	\$ 673.00	\$ 673.00
5	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 2	EACH	2	2	\$ 1,476.00	\$ 2,952.00	\$ 2,952.00
6	2540.603	LANDSCAPE EDGER - PLASTIC	LF	300	222	\$ 9.00	\$ 2,700.00	\$ 1,998.00
7	2571.507	NATIVE PLUGS	PLANT	1785	2147	\$ 3.50	\$ 6,247.50	\$ 7,514.50
8	2573.502	SILT FENCE, TYPE MS	LF	330	260	\$ 4.00	\$ 1,320.00	\$ 1,040.00
9	2574.525	FILTER TOPSOIL BORROW (80/20)	CY	288	340	\$ 44.39	\$ 12,784.32	\$ 15,092.60
10	2574.525	ORGANIC TOPSOIL BORROW (CV)	CY	55	250	\$ 37.11	\$ 2,041.05	\$ 9,277.50
11	2575.501	SEEDING (MIX 25-151)	ACRE	0.1	0.1	\$ 2,250.00	\$ 225.00	\$ 225.00
12	2575.513	MULCH MATERIAL TYPE 6, SHREDDED HARDWOOD	CY	32	22	\$ 81.00	\$ 2,592.00	\$ 1,782.00
13	2575.56	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	200	200	\$ 4.00	\$ 800.00	\$ 800.00
TOTAL ALTERNATE 1 - BIORETENTION BASIN AT 47TH ST. AND BOYD AVE.							\$ 48,295.47	\$ 56,526.24

ALTERNATE 2 - CURBSIDE RAIN GARDENS

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2105.501	COMMON EXCAVATION (EV) (P)	CY	220	220	\$ 21.16	\$ 4,655.20	\$ 4,655.20
2	2411.618	MODULAR BLOCK RETAINING WALL	SF	290	339	\$ 45.00	\$ 13,050.00	\$ 15,255.00
3	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	135	98	\$ 7.84	\$ 1,058.40	\$ 768.32
4	2502.602	4" INSTALL PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	7	6	\$ 248.00	\$ 1,736.00	\$ 1,488.00
5	2504.602	4" KNIFE VALVE AND BOX	EACH	7	6	\$ 673.00	\$ 4,711.00	\$ 4,038.00
6	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 2	EACH	7	6	\$ 1,476.00	\$ 10,332.00	\$ 8,856.00
7	2540.603	LANDSCAPE EDGER - PLASTIC	LF	286	44	\$ 9.00	\$ 2,574.00	\$ 396.00
8	2571.507	NATIVE PLUGS	PLANT	180	535	\$ 3.50	\$ 630.00	\$ 1,872.50
9	2574.525	FILTER TOPSOIL BORROW (80/20)	CY	63	119	\$ 44.39	\$ 2,796.57	\$ 5,282.41
10	2574.525	ORGANIC TOPSOIL BORROW (CV)	CY	16	50	\$ 37.11	\$ 593.76	\$ 1,855.50
11	2575.513	MULCH MATERIAL TYPE 6, SHREDDED HARDWOOD	CY	7	10	\$ 81.00	\$ 567.00	\$ 810.00
12	2575.56	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	96	96	\$ 4.00	\$ 384.00	\$ 384.00
TOTAL BID PRICE - CURBSIDE RAIN GARDENS							\$ 43,087.93	\$ 45,660.93

COST SUMMARY

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

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
1	47th St. Area Water and Sewer Improvements and Rehabilitation (2015-14)	\$ 785,711.05	\$ 842,051.62
2	47th St. Area Reconstruction (2015-09E)	\$ 2,182,992.04	\$ 2,279,109.87
Alt. 1	Bioretention Basin at 47th St. and Boyd Ave.	\$ 48,295.47	\$ 56,526.24
Alt. 2	Curbside Rain Gardens	\$ 43,087.93	\$ 45,660.93
Total Base Cost		\$ 3,060,086.49	\$ 3,223,348.66

Change Order No. 1	\$ 28,549.78	\$ 28,549.78
Change Order No. 2	\$ 37,597.02	Included in Sch. 1
Change Order No. 3	\$ 34,809.68	\$ 12,477.68
Change Order No. 4	\$ 45,873.57	Included in Sch. 2
Change Order No. 5	\$ 72,856.17	Included in Sch. 2

Total Contract Amount	\$ 3,279,772.71	
Contract Work Completed To Date	\$ 3,264,376.12	
Retainage (2.0%)	\$ 65,287.52	
Previous Payments	\$ 3,176,448.30	
Amount Due This Partial Payment #8	\$ 22,640.30	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Proposal from Keys Well Drilling Company for Well Pump #7 Rehabilitation

Meeting Date: September 12, 2016
 Item Type: Consent
 Contact: Dan Helling, 651.450.2565
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Accept proposal from Keys Well Drilling Company for Well Pump #7 rehabilitation.

SUMMARY

The Utilities Division has received proposals for reconditioning the pump at Well No. 7. Mr. Helling's attached memo provides the background information. I recommend approval of the proposal from Keys Well Drilling Company with funding from the approved Water Utility Fund Budget (501.50.7100.512.40042).

SDT/kf
 Attachment: Memo from Dan Helling
 Quotes



MEMORANDUM

TO : Scott Thureen
FROM : Dan Helling
SUBJECT : **Well Pump # 7 Rehabilitation**
DATE : August 31, 2016

Attached are two proposals for the reconditioning of Well Pump # 7 located at 7509 Barbara Avenue East. Well # 7 was constructed in 1990 and is completed in the Jordan Sandstone formation. The well pump is a vertical turbine set at 300 feet below grade, and was last reconditioned in February of 2010.

Since 1998 the Utility Division has employed a maintenance schedule based on years of service and total gallons pumped to recondition our vertical turbine type well pumps. The benchmarks for this schedule are 5 to 7 years of service and/or 1.25 billion gallons pumped since the last reconditioning. We base this schedule on the recommendations of pump manufacturers, local vendors, and our experience with the corrosive nature of the water we pump. Well # 7 has pumped 1,045,421,000 gallons since 2010 and it is in its 6th year on the service schedule.

As you are aware the exact cost of this work can vary depending on the actual condition of the pump once it is inspected. In my experience the items listed on the base bid information sheet are necessary, and are the basis of our price comparison. The biggest differences between the two bids are the prices on the column pipe. Based on all the comparisons, Utilities Division recommends awarding the reconditioning work to Keys Well Drilling Company.

The funds for this project are in the approved water fund budget (501.50.7100.512. 40042).

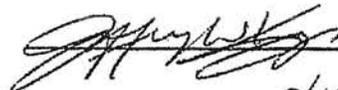
Inver Grove Heights # 7

Base Bid Information

No.	Item	Unit	Est. Qty	Unit Price	Total
1.	Remove pump, check depths, transport to shop and disassemble for inspection.	LS	1	3000	3000
2.	Shop time for cleaning and repairing	Hr.	20	85	1700
3.	10" x 10' sch 40 column pipe T & C 8"	EA	20	290	5800
4.	10" x 5' sch 40 column pipe T & C 8"	EA	2	190	380
5.	Suction pipe 10" X 10' (with strainer)	EA	1	300	300
6.	1-11/16" x 10' T & C SS lineshaft	EA	1	275	275
7.	1-11/16" x 5' T & C SS lineshaft	EA	1	200	200
8.	Rubber lineshaft bearing	EA	30	30	900
9.	Replace bz bowl bearings	EA	3	125	375
10.	Replace impeller wear rings	EA	3	400	1200
11.	Replace SS bowl shaft	EA	1	400	400
12.	Reassemble and paint bowl assembly	LS	1	250	250
13.	Replace SS headshaft	EA	1	450	450
14.	Replace packing box bearing and packing	LS	1	200	200
15.	Motor repair- bearings, clean, bake, balance and Test	LS	1	1775	1775
16.	Reinstall pump, hook up and test into system	LS	1	3400	3400

20,605.00

Keys Well Drilling


8/18/16

BERGERSON CASWELL INC

Aug 23rd, 2016

Base Bid Information

WELL #7 MAINTENANCE

No.	Item	Unit	Est. Qty	Unit Price	Total
1.	Remove pump, check depths, transport to shop and disassemble for inspection.	L.S	1	2,500 ⁰⁰	2,500
2.	Shop time for cleaning and repairing	HR	25	85 ⁰⁰	2,125
3.	10" x 10' sch 40 column pipe T & C	EA	29	590 ⁰⁰	17,110
4.	10" x 5' sch 40 column pipe T & C	EA	2	400 ⁰⁰	800
5.	Suction pipe 10" X 10' (w/strainer?)	EA	1	650 ⁰⁰	650
6.	1-11/ 16" x 10' T & C SS lineshaft	EA	1	375 ⁰⁰	375
7.	1-11/ 16" x 5' T & C SS lineshaft	EA	1	250 ⁰⁰	250
8.	Rubber lineshaft bearing	EA	30	25 ⁰⁰	750
9.	Replace bz bowl bearings	SET	1	1,150 ⁰⁰	1,150
10.	Replace impeller wear rings	PAIR	3	500 ⁰⁰	1,500
11.	Replace SS bowl shaft	EA	1	900 ⁰⁰	900
12.	Reassemble and paint bowl assembly	L.S.	1	750 ⁰⁰	750
13.	Replace SS headshaft	EA	1	750 ⁰⁰	750
14.	Replace packing box bearing and packing	L.S.	1	150 ⁰⁰	150
15.	Motor repair- bearings, clean, bake, balance and Test		1	3,500 ⁰⁰	3,500
16.	Reinstall pump, hook up and test into system	L.S.	1	3,000 ⁰⁰	3,000

Total

\$ 36,260

(IF ADJUST EST. QUANTITIES
TO MATCH KEYS', TOTAL
= \$ 26,118)

Tim BERQUAM


CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Agreement Relating to Landowner Driveway Improvements on Lot 2, Block 1, Schindeldecker Third Addition (1715 63rd Street E.) for City Project No. 2016-09D – 60th Street Area Reconstruction

Meeting Date: September 12, 2016
Item Type: Consent
Contact: Thomas J. Kaldunski, 651-450-2572
Prepared by: Steve W. Dodge, Assistant City Engineer
Reviewed by: Scott D. Thureen, Public Works Director



	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: Pavement Management Fund and Special Assessments

PURPOSE/ACTION REQUESTED

Consider resolution approving agreement relating to landowner driveway improvements on Lot 2, Block 1, Schindeldecker Third Addition (1715 63rd Street E.) for City Project No. 2016-09D – 60th Street Area Reconstruction.

SUMMARY

The property owners of 1715 63rd Street E. have a decorative concrete driveway which was disturbed as part of the 2016-09D 60th Street Area Reconstruction project. City staff has worked with the owners to find a viable solution to replace the decorative concrete driveway. The replacement of the disturbed portion of the driveway would result in a project cost of at least \$8,800 and there is no guarantee to the homeowners that the texture, color or pattern can be matched. Therefore, the homeowner would end up with two similar, but recognizably different sections of driveway.

The homeowners have requested that the City consider reimbursing \$5000 to the homeowners if the homeowners agree to replace their entire driveway with a concrete of their choice that is homogeneous in nature. The homeowners then get a uniform driveway and the City observes cost savings of at least \$3800 to the total project costs. The attached resolution and agreement authorizes the transaction and payment in the amount of \$5000 from the project.

Staff recommends approval of the attached resolution approving the Agreement relating to Landowner Driveway Improvements on Lot 2, Block 1, Schindeldecker Third Addition (1715 63rd Street E.) for City Project No. 2016-09D – 60th Street Area Reconstruction.

SWD/kf

Attachments: Resolution
Agreement

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

**RESOLUTION APPROVING AGREEMENT RELATING TO LANDOWNER DRIVEWAY
IMPROVEMENTS ON LOT 2, BLOCK 1, SCHINDELDECKER THIRD ADDITION (1715 63RD
STREET E.) FOR CITY PROJECT NO. 2016-09D – 60TH STREET AREA
RECONSTRUCTION**

WHEREAS, the owners of property at 1715 63rd Street East have a decorative concrete driveway that was disturbed as part of City Project No. 2016-09D – 60th Street Area Reconstruction; and

WHEREAS, by replacing the disturbed portion of the decorative concrete driveway, the City cannot guarantee that the pattern, color or texture can be matched; and

WHEREAS, by agreeing to replacing the driveway in full with a reimbursement of \$5,000 from the City, the property owners can have a uniform driveway and the City can save on project costs; and,

WHEREAS, the property owners of 1715 63rd Street East are asked to agree with the terms and conditions outlined in the Agreement Relating to Landowner Driveway Improvements on Lot 2, Block 1, Schindeldecker Third Addition (1715 63rd Street E.) for City Project No. 2016-09D – 60th Street Area Reconstruction.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF INVER GROVE HEIGHTS, MN HEREBY RESOLVES AS FOLLOWS:

1. In conjunction with City Project No. 2016-09D – 60th Street Area Reconstruction, the property owners of 1715 63rd Street East are asked to agree to the terms and conditions as outlined in the Agreement Relating to Landowner Driveway Improvements on Lot 2, Block 1, Schindeldecker Third Addition, Dakota County, Minnesota.
2. The City Engineer and City Attorney are authorized to complete the agreements with the landowner.
3. Council approves of the \$5,000 reimbursement to the property owners for completion of the driveway in accordance with the agreement.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of September 2016

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**AGREEMENT RELATING TO DRIVEWAY IMPROVEMENTS AT
1715 - 63RD AVENUE EAST, INVER GROVE HEIGHTS,
DESCRIBED AS LOT 2, BLOCK 1, SCHINDELDECKER THIRD ADDITION,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO DRIVEWAY IMPROVEMENTS AT 1715 - 63RD AVENUE EAST, INVER GROVE HEIGHTS, DESCRIBED AS LOT 2, BLOCK 1, SCHINDELDECKER THIRD ADDITION (Agreement) is made this 12th day of September, 2016, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Jerome L. Eller and Roxann A. Eller, husband and wife (hereafter individually and collectively referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 Landowner. “Landowner” means Jerome L. Eller and Roxann A. Eller, husband and wife, and their successors and assigns.

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

1.5 Project. “Project” means Inver Grove Heights Project No. 2016-09D – 60th Street Area Reconstruction.

- (a) from any claims, actions and causes of action against the City; and
- (b) from any losses and damages incurred by Landowner; and
- (c) from any obligations, liabilities and responsibilities of the City,

relating to failure by the City to install, replace or restore the disturbed area on the existing driveway at the Subject Land and failure to include any restoration of the existing driveway as part of the Project.

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

- a.) any claims made by the contractor who installs the New Driveway;
- b.) the quality, condition, appearance and durability of the New Driveway;
- c.) installation and construction of the New Driveway.

3.5 Partial Reimbursement. City shall pay Landowner the sum of \$5,000 upon the occurrence of all the following events:

- a. Landowner, at its own expense, completes the New Driveway no later than October 15, 2016; and
- b. Landowner presents evidence to the City Engineer that Landowner has fully paid the contractor for the work related to the New Driveway.

3.6 Remedies. If the Landowner fails to perform its obligations under Section 3.2 of this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to comply with Section 3.2 and does not complete installation of the New Driveway by October 15, 2016, the City may, but is not obligated to, repave the disturbed area of the current driveway with plain, standard concrete. If the City repaves the disturbed area of the current driveway, the City shall have the right to specially assess the Subject Land for the cost of the repaving, for remobilization costs and for all related expenses incurred with the repaving.

In such instance, the Landowner waives any and all procedural and substantive objections to special assessments for such costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the

Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of the tasks by the City equals or exceeds the amount of the assessments that may be imposed hereunder upon the Subject Land.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.7 Recording. The City may record this Agreement with the Dakota County Recorder against the Subject Land.

3.8 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

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

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

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

3.12 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

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

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 12th day of September, 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

LANDOWNER:


Jerome L. Eller


Roxann A. Eller

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 8th day of September, 2016, by Jerome L. Eller and Roxann A. Eller, 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.




Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 2, Block 1, Schindeldecker Third Addition, Dakota County, Minnesota.

Tax Parcel No. 20-67602-01-020

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RATIFICATION AND AUTHORIZATION OF AGREEMENT WITH CONSULTANT TO CONDUCT AN INTERNAL INVESTIGATION

Meeting Date: September 12, 2016
Item Type: Consent
Contact: Janet Shefchik, H.R. Manager
Prepared by: Janet Shefchik, H.R. Manager
Reviewed by: Joe Lynch, City Administrator

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

PURPOSE/ACTION REQUESTED Ratification and authorization of an agreement with Attorney Dyan J. Ebert of Quinlivan and Hughes, P.A., to conduct an internal investigation

SUMMARY At the Executive Session on Monday, August 22, 2016, the City Council directed the City Administrator and Human Resources Manager to pursue an agreement with a consultant to conduct an internal investigation. The individual selected was Dyan J. Ebert, an attorney with Quinlivan and Hughes, P.A.

Ms. Ebert was recommended and selected based on her related experience, and the Council gave direction to pursue an agreement with her as quickly as possible. Attached are the signed agreement and her Curriculum Vitae.

It is estimated that the internal investigation will be completed within approximately 30 to 45 days; however, this timeline is subject to change.

The funding source will be the Risk Management fund 602.00.2100.415.30700.



Writer's Email: debert@quinlivan.com
Writer's Direct Dial: (320) 258-7846

VIA EMAIL ONLY

August 24, 2016

Janet Shefchik
Human Resources Manager
Inver Grove Heights, City of
8150 Barbara Ave.
Inver Grove Heights, MN 55077

RE: Employment Investigation (Larry Stanger)
Our File #223019.23019

Dear Ms. Shefchik:

Thank you for contacting me regarding the City of Inver Grove Heights' need for outside legal services relating to an employment investigation. I appreciate the opportunity to assist the City of Inver Grove Heights in this matter. The purpose of this letter is to set forth the nature, scope and terms of my and my law firm's engagement as it relates to our retention to perform the investigation and any other legal services incidental to same.

Nature and scope of engagement. I am prepared to conduct an independent investigation into a complaint made against the City's Chief of Police, Larry Stanger, and provide related legal services to the City of Inver Grove Heights' City Council as requested.

Hourly rates and expenses. I agree to abide by the same rate structure that I currently have in place for matters I handle at the request of the League of Minnesota Cities Insurance Trust:

<u>Staff</u>	<u>Hourly Rate</u>
Shareholders	\$200.00
Associates	\$175.00
Paralegals	\$105.00

Mail & Fax Center
PO Box 1008
St. Cloud, MN 56302
Fax 320.251.1415

Saint Cloud Office
1740 W. Saint Germain St.
Phone 320.251.1414

Little Falls Office
First Street Suites
107 First Street SE
Suite 105
Phone 320.632.0440

www.quinlivan.com

I am a Shareholder in the firm and it can be anticipated that I will perform the bulk of the work on this matter, although it can also be reasonably anticipated that I may need the assistance of an Associate Attorney or Paralegal from time to time.

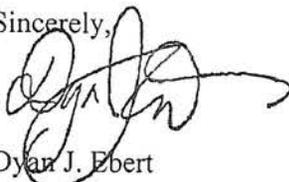
In addition to the hourly fees, I will also bill and expect payment for travel time, mileage (at the IRS rate), and out-of-pocket expenses incurred in conjunction with this matter.

Billing. I will bill this on a monthly basis and will furnish at that time an invoice. I expect the invoice to be paid within 15 days of receipt unless there is a question as to any of the information therein and in that event I will expect them to be paid within 15 days of when I have answered such questions to your satisfaction. I will direct the bills to your attention on behalf of the City of Inver Grove Heights unless directed otherwise.

Termination of the engagement. The City of Inver Grove Heights has the right to terminate this legal fee agreement at any time. I retain that same right. In addition, I reserve the right to discontinue legal services and further performance under this agreement if my invoices are not kept current as outlined above.

If you are in agreement with terms of this fee agreement as outlined above, please sign or have a representative of the City of Inver Grove Heights sign below, and return a copy to me. If you have any questions or concerns regarding the terms, please feel free to call me. I look forward to working with you and the City.

Sincerely,



Dyan J. Ebert
Attorney at Law
DJE/ssv
1157835

CITY OF INVER GROVE HEIGHTS

Dated: _____

8/24/16





Dyan J. Ebert
debert@quinlivan.com

Ms. Ebert joined the firm in 1994, becoming a Shareholder in 1998. She was the first woman to serve as the firm's Chief Executive Officer and was on the firm's Board of Directors between 2003 to 2010, and again beginning in 2014 to the present. Ms. Ebert is active and holds, or has held, leadership roles in national, state and local professional organizations including the Association of Defense Trial Attorneys, the Minnesota State Bar Association, the Minnesota Defense Lawyers Association, Minnesota Women Lawyers, and the Seventh District Bar Association. Ms. Ebert served as President of the Minnesota Defense Lawyers Association in 2014-2015, and is currently the Minnesota State Chair for the Association of Defense Trial Attorneys and also serves on ADTA's Executive Council, and is the Outstate Representative on the Minnesota State Bar Association's Governing Council. She is an AV Rated attorney by Martindale-Hubbell, a Minnesota Super Lawyer, and was named to the list of *Top 50 Women Attorneys* in Minnesota in 2014.

Ms. Ebert practices in the area of civil litigation, with a focus on employment and government liability, insurance coverage, and general casualty law. Ms. Ebert represents government entities, corporations, and individuals at all stages of the litigation process, including before appellate courts. She counsels employers on policies and procedures, conducts employment-related investigations, and represents employers in conjunction with charges of discrimination filed with state and federal investigatory agencies. Ms. Ebert is a frequent lecturer to colleagues, as well as employees, supervisors, and human resource professionals, on employment-related matters including hiring, firing and discipline, workplace behavior, employee evaluations, the Family and Medical Leave Act, the Americans with Disabilities Act, and anti-discrimination legislation. Ms. Ebert also represents individuals and businesses in matters involving personal injuries, premises liability, wrongful death, and insurance coverage.

Ms. Ebert is on the American Arbitration Association's no-fault arbitration panel. On November 24, 2010, the Minnesota Supreme Court appointed Ms. Ebert to serve on the Civil Justice Reform Task Force. The Task Force reviewed the Civil Justice Forum Report and

civil justice reform initiatives undertaken in other jurisdictions and recommended to the Supreme Court changes to facilitate more cost effective and efficient civil case proceedings.

Since 1994, Ms. Ebert has served as coordinator of the Apollo High School Mock Trial Invitational Tournament.

Education: Augustana College (B.A., cum laude, 1990)
William Mitchell College of Law (J.D., magna cum laude, 1993)
- William Mitchell Law Review (Executive Editor, 1992-93;
Staff Member, 1991-92)

Bar Admissions: Minnesota, 1993
U.S. District Court (Minnesota), 1994
South Dakota, 1994
Eighth Circuit Court of Appeals, 2003

Certifications: Arbitrator, American Arbitration Association (No-fault)

Practice Areas: Appeals
Automobile Law
Employment Law
Civil Litigation
Construction Law
Dram Shop
General Casualty Litigation
Governmental Liability
Insurance Coverage
Municipal Liability
Premises Liability

Professional Organizations: Association of Defense Trial Attorneys
- State Chair (2009-present)
- Executive Council, Class of 2016
DRI
- Minnesota's representative to Women in the Law
Committee
John E. Simonett American Inn of Court
- President (2007-2008)
Minnesota Defense Lawyers Association
- Board of Directors (2006-present)
- Secretary (2011-2012)
- Treasurer (2012-2013)
- Vice President (2013-2014)
- President (2014-2015)
- President Emeritus (2015-2016)
Minnesota State Bar Association

-Ms. Ebert is currently serving as the Outstate Representative to the MSBA's 15 member Council and the Chair of the Association's Governance Committee. Ms. Ebert served as the Minnesota Women Lawyers Association's representative to the Council from 2006 until 2012. In conjunction with these positions, she is also a member of the MSBA Assembly and has served on the Association's Operations Committee, the Elections and Appointments Committee, the Judicial Elections Committee and the Mock Trial Advisory Committee. In 2004-05, Ms. Ebert served as a co-chair of the Association's Women and the Legal Profession Committee. Additionally, Ms. Ebert served as the Chair of the Associations Elections and Appointments Committee from 2011-2013.

South Dakota Bar Association

Minnesota Women Lawyers Association

- Organizer, Central Minnesota Chapter
- President, Central Minnesota Chapter, 1999
- Chapter Liaison to Board of Directors, 2004-2010
- Advisory Board, 2013-present

Minnesota CLE

- Board of Directors (2012-present)

Seventh Judicial District Bar Association

- Secretary/Treasurer (2002-present)

Stearns/Benton County Bar Association

- Program Committee Chair, 1996-97; 1997-98
- Secretary/Treasurer, 1998-99
- Vice President, 1999-00
- President, 2000-01
- Editor, Association Newsletter, 1998-99

Civic: Volunteer Attorney Coach, Apollo High School Mock Trial Team, 1994 – 1999
Organizer, Apollo Invitational Mock Trial Tournament, 1994-present;
Coordinator, Caritas Adopt-a-Family "Share the Spirit" Drive (QSST), 1994-97
Coordinator, Woman House Christmas Gift Drive (Q&H), 1998
William Mitchell College of Law, Mentor Program, 1996-97
Central Minnesota Emergency Services Chaplaincy, Board Member 2003 - 2008
William Mitchell College of Law, Alumni Board Member, 2006-2009

Publications: "Reallocation and the Severally Liable Defendant: Applying Minnesota Statute Section 604.02 after *Staab v. Diocese of St. Cloud*," *Minnesota Defense*, Volume 35, Issue 3, Fall 2014.

EXPERIENCE

Trials: Ms. Ebert has handled numerous jury and court trials involving claims of negligence, personal injury, governmental liability and premises liability. Below is a sampling of her trial experience:

Mordini v. Rongstead, Stearns County, September 11-12, 1995, court trial (motor vehicle negligence; property damage)

Souhrada v. Tri County Electric, Fillmore County, 1995, court trial (negligence; property damage)

Hammerlund v. Itasca County Engineer, Itasca County, May 16-18, 1996, jury trial (governmental liability, negligence; property damage)

Kramer v. ISD # 742, Minnesota Federal District Court, jury trial, 1996 (second chair) (employment law)

Voigt v. Fingerhut Corporation, Stearns County, jury trial, 1996 (second chair) (negligence; personal injury)

Arneson v. Derby 4-Wheel Drive, Benton County, court trial, 1996 (negligence; property damage)

Kerssen v. Polk County, Polk County, jury trial, December 2-4, 1997 (negligence; personal injury; governmental immunity)

Sarff v. Morrison County, Morrison County, jury trial, August 26-28, 1998 (negligence; premises liability; governmental liability; personal injury)

Olson v. Goodhue County, Goodhue County, court trial, June 26, 2000 (planning and zoning)

Collins v. Hoefler and Larson, Swift County, jury trial, September 18-20, 2000 (motor vehicle liability; personal injury)

Zamora v. Coborns, Kandiyohi County, jury trial, September 26 – 28, 2000 (premises liability; personal injury)

Loretta Hanson v. Progressive, Isanti County, Isanti County, 2002, summary jury trial (motor vehicle negligence; personal injury)

Robideau v. State Farm, Anoka County, jury trial, April 28 – May 1, 2003, (personal injury, UIM)

Northway v. Reiland, et. al., Stearns County, jury trial, November 29 – December 3, 2004 (wrongful death; negligence)

Bundy v. Lamm, Todd County, jury trial, January 12-14, 2005 (premises liability; personal injury)

Dellwo v. Hennepin Cooperative Seed Exchange, Hennepin County, jury trial, April 8-11, 2005 (motor vehicle negligence; personal injury)

Kemper v. Western National, Stearns County, jury trial, July 10-13, 2006 (personal injury, UIM)

Kern v. Gaige, Stearns County, jury trial, May 22-24, 2007 (motor vehicle negligence; personal injury)

Olson v. Morrell Transfer, Sherburne County, jury trial, February 24-27, 2009 (motor vehicle negligence; personal injury)

Dunn v. Coborn's, et al., McLeod County, jury trial, January 31, February 1-2, 2012 (personal injury; premises liability)

Sisco v. Fisher, Crow Wing County, jury trial, March 27-28, 2012 (personal injury; motor vehicle negligence)

Theil v. Sletton and Blakeman, Pope County, jury trial, January 23-24, 2013 (motor vehicle negligence)

Nelson v. Phoenix, Castenada and Western National Mutual Insurance Company, Kandiyohi County, jury trial, March 26-27, 2013 (motor vehicle negligence)

Davids v. Boroski, Sherburne County, jury trial, July 22-23, 2013 (wrongful death)

Sinna v. Anderson, Otter Tail County, jury trial, March 25-27, 2014 (motor vehicle negligence)

Strodtman v. Voss Plumbing and Heating, Stearns County, jury trial, April 1-3, 2014 (property damage resulting from sewage backup)

Doucette v. Morrison County, Morrison County, jury trial, April 27-May 6, 2015 (employment retaliation)

Johnson v. City of Cold Spring, Stearns County, jury trial, August 3-5, 2015 (contract; promissory estoppel)

Appellate: Ms. Ebert had handled in excess of 50 appeals. Below is a sampling of her appellate experience:

Wallin v. Letourneau, 524 N.W.2d 275 (Minn. Ct. App. 1994) (dram shop)

Reinsurance Association of Minn. v. Hanks, 526 N.W.2d 406 (Minn. Ct. App. 1995) (insurance coverage)

Hanson v. Midnorthern Electric, 1995 WL 507628, unpublished

opinion, (Minn. Ct. App. 1995) (personal injury; negligence)

Gertken v. Spee Dee Delivery, 1995 WL 450548, unpublished opinion, (Minn. Ct. App. 1995) (personal injury; negligence)

Hanson v Horecka, 1995 WL 46263, unpublished opinion, (Minn. Ct. App. 1995) (wrongful death; medical malpractice)

Heldt v. Truck Ins. Exchange, 1995 WL 1496, unpublished opinion, (Minn. Ct. App. 1995) (choice of laws; uninsured motorist coverage)

Norgren v. Winter, 1996 WL 344990, unpublished opinion, (Minn. Ct. App. 1996) (governmental immunity)

Lang v. Stearns County Sheriff's Department, 1996 WL 310327, unpublished opinion, (Minn. Ct. App. 1996) (governmental immunity)

Mielke v. Nelson, 1996 WL 509751, unpublished opinion, (Minn. Ct. App. 1996) (personal injury; negligence)

Fischer v. City of St. Cloud, 1996 WL 622751, unpublished opinion, (Minn. Ct. App. 1996) (governmental immunity)

Line Construction Benefits Fund v. Skeates, 563 N.W.2d 757 (Minn. Ct. App. 1997) (dram shop)

Kroning v. State Farm Ins. Co. (MDLA Amicus Brief), 567 N.W.2d 42 (Minn. 1997) (admission of evidence)

Anders v. Trester, 562 N.W.2d 45 (Minn. Ct. App. 1997) (premises liability; personal injury; negligence)

Hardwig v. Fingerhut Corp., 1997 WL 769526, unpublished opinion, (Minn. Ct. App. 1997) (reemployment)

Bergerson v. Geyer Rental, 1997 WL 698460, unpublished opinion, (Minn. Ct. App. 1997) (wrongful death; negligence)

Colvin v. Ottertail County, 1997 WL 666083, unpublished opinion, (Minn. Ct. App. 1997) (governmental immunity)

Kemp v. Widmer v. Saxton, et al, 1997 WL 559846, unpublished opinion, (Minn. Ct. App. 1997) (joint enterprise/joint venture)

Marchetti v. Bechtold, et al, 1997 WL 10524, unpublished opinion (Minn. Ct. App. 1997) (governmental immunity)

Schwalbe v. Berscheid, 1997 WL 193908, unpublished opinion, (Minn. Ct. App. 1997) (wrongful death; negligence)

Fuchs v. Schneider, 1998 WL 372809, unpublished opinion, (Minn. Ct.

App. 1998) (legal malpractice)

Chiapusio v. Marso, 1998 WL 747142, unpublished opinion (Minn. Ct. App. 1998) (legal malpractice)

Guzzetta v. Mudek, 1999 WL 1897, unpublished opinion, (Minn. Ct. App., January 5, 1999) (land use; easement)

American Iron v. Dubow, 1999 WL 326210, (Minn. Ct. App. 1999) (defamation; anti-SLAPP)

Geyer Rental, Inc. v. Landwehr Const., 2000 WL 1146750 (Minn. Ct. App., August 15, 2000) (indemnification)

In re Silicone Implant Ins. Coverage Litigation, 652 N.W.2d 46 (Minn. Ct. App. 2002) (insurance coverage)

Longrie v. Luthen, 662 N.W.2d 150 (Minn. Ct. App. 2003) (governmental liability)

Bundy v. Holmquist, 669 N.W.2d 627, 2003 WL 22290276 (Minn. Ct. App., October 7, 2003) (premises liability)

In re Silicone Implant Ins. Coverage Litigation, 667 N.W.2d 405 (Minn. 2003) (insurance coverage)

Bruns v. Pioneer Enterprises, 2003 WL 21790247 (Minn. Ct. App., August 5, 2003) (premises liability)

Tripp v. RAM Mut. Ins. Co., 2005 WL 3470345 (Minn. Ct. App., December 20, 2005) (no-fault insurance coverage)

Carlson ex rel. Carlson v. Hess, 2005 WL 3372772 (Minn. Ct. App., December 13, 2005) (negligence)

In Re Continental Casualty Co., 712 N.W.2d 215 (Minn. Ct. App. 2006) (insurance coverage; jurisdiction and venue)

Pahnke v. Anderson Moving and Storage, 720 N.W.2d 875 (Minn. Ct. App. 2006) (governmental immunity)

Haugud v. Isanti County, Minnesota Court of Appeals, A06-0813 (June 13, 2006) (land use)

Mahoney and Hagberg v. Newgard, 729 N.W.2d 302 (Minn. 2007) (defamation; absolute privilege)

Granlund v. Lumley, 2007 WL 1412910 (Minn. Ct. App., May 15, 2007) (trespass)

In Re Continental Casualty Company, 749 N.W.2d 797 (Minn. 2008)

(insurance coverage; jurisdiction and venue)

Zephier v. Catholic Diocese of Sioux Falls, et al., 752 N.W.2d 658 (SD 2008) (statute of limitations)

Fayette v. Pennington County, Minnesota Court of Appeals, A08-0740 (June 3, 2008) (Petition for Writ of Certiorari; employment law)

Lake Carlos Area Ass'n v. Douglas County, 2008 WL 4007023 (Minn. Ct. App., September 2, 2008) (land use)

Marshall v. Esco Industries, Inc., 2009 WL 2927474 (Minn. Ct. App., September 15, 2009) (premises liability)

Rau v. Leininger, 2009 WL 2928099 (Minn. Ct. App., September 15, 2009) (premises liability)

Staab v. Diocese of St. Cloud, 780 N.W.2d 392, (Minn. Ct. App. 2010) (joint and several liability)

Grew v. Board of Adjustment of Town of Rice Lake, 2010 WL 3000038 (Minn. Ct. App. 2010) (land use)

Martin v. Martin, 2010 WL 4286217 (Minn. Ct. App. 2010) (collateral estoppel; immunity)

Kern v. Janson and Torborg, 2010 WL 3546867 (Minn. Ct. App. 2010) (splitting causes of action; collateral estoppel)

Kelly v. Holt, 2010 WL 3000193 (Minn. Ct. App. 2010) (inconsistent jury verdict)

Kern v. Janson and Torborg, 800 N.W.2d 126 (Minn. 2011) (splitting causes of action; collateral estoppel)

Johnson v. Mid American Auction Co., Inc., Minnesota Court of Appeals, A11-0201 (appeal dismissed) (collateral sources)

Staab v. Diocese of St. Cloud, 813 N.W.2d 68 (Minn. 2012) (joint and several liability)

Anderson v. Christopherson, 816 N.W.2d 626 (Minn. 2012) (amicus curiae) (dog owner liability)

Columbia Casualty Co. v. 3M, et al., 814 N.W.2d 33 (Minn. Ct. App. 2012) (insurance coverage; implied breach of covenant of good faith and fair dealing)

Bernie v. Catholic Diocese of Sioux Falls, et al., 821 N.W.2d 224 (SD 2012) (statute of limitations)

Staab v. Diocese of St. Cloud, (second appeal), 830 N.W.2d 40 (Minn. Ct. App. 2013) (reallocation under comparative fault statute)

Staab v. Diocese of St. Cloud, 853 N.W.2d 713 (Minn. 2014) (reallocation under comparative fault statute)

Kariniemi v. City of Rockford, Minnesota Supreme Court, A14-0796, (MDLA Amicus Brief) (immunity) (decision pending).

Federal Appellate: Marchetti v. Bechtold, et al, 141 F.3d 1169 (8th Circuit Court of Appeals 1998) (governmental immunity)

Mielke v. MN Douglas County, 1998 WL 97-2814 (8th Circuit Court of Appeals) (governmental immunity)

K.D. v. County of Crow Wing, 434 F.3d 1051 (8th Cir. 2006) (governmental liability)

Hanger v. Lake County, 390 F.3d 579 (8th Cir. 2004) (FMLA; employment law)

Doucette v. Morrison County, 763 F.3d 978 (8th Cir. 2014) (discrimination under MHRA)

Administrative Law: Ms. Ebert has handled in excess of 150 Minnesota Department of Human Rights Complaints and Unemployment Compensation Appeals on behalf of employers.

ADR: Ms. Ebert has extensive experience with mediations and arbitrations, and has represented a variety of insurance companies in over 300 no-fault arbitrations. Ms. Ebert has also been retained as a mediator in personal injury and employment matters.

Investigations: Ms. Ebert is routinely retained by employers to investigate a wide variety of employment-related issues, including complaints of sexual harassment, discrimination and hostile work environment.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

INVER GROVE STORAGE - Case No. 16-37SC

Meeting Date: September 12, 2016
 Item Type: Consent Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: 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"/>	Other

PURPOSE/ACTION REQUESTED

Consider a **Resolution** approving the Improvement Agreement, Storm Water Facilities Maintenance Agreement, and Fire Hydrant Agreement for the plat of Gopher Resource Addition

- Requires 3/5th's vote

SUMMARY

The City Council approved the Plat and Conditional Use Permit Amendment on August 22, 2016. The related development agreements were still being reviewed by the applicant and the City and were not ready when the project was reviewed by Council.

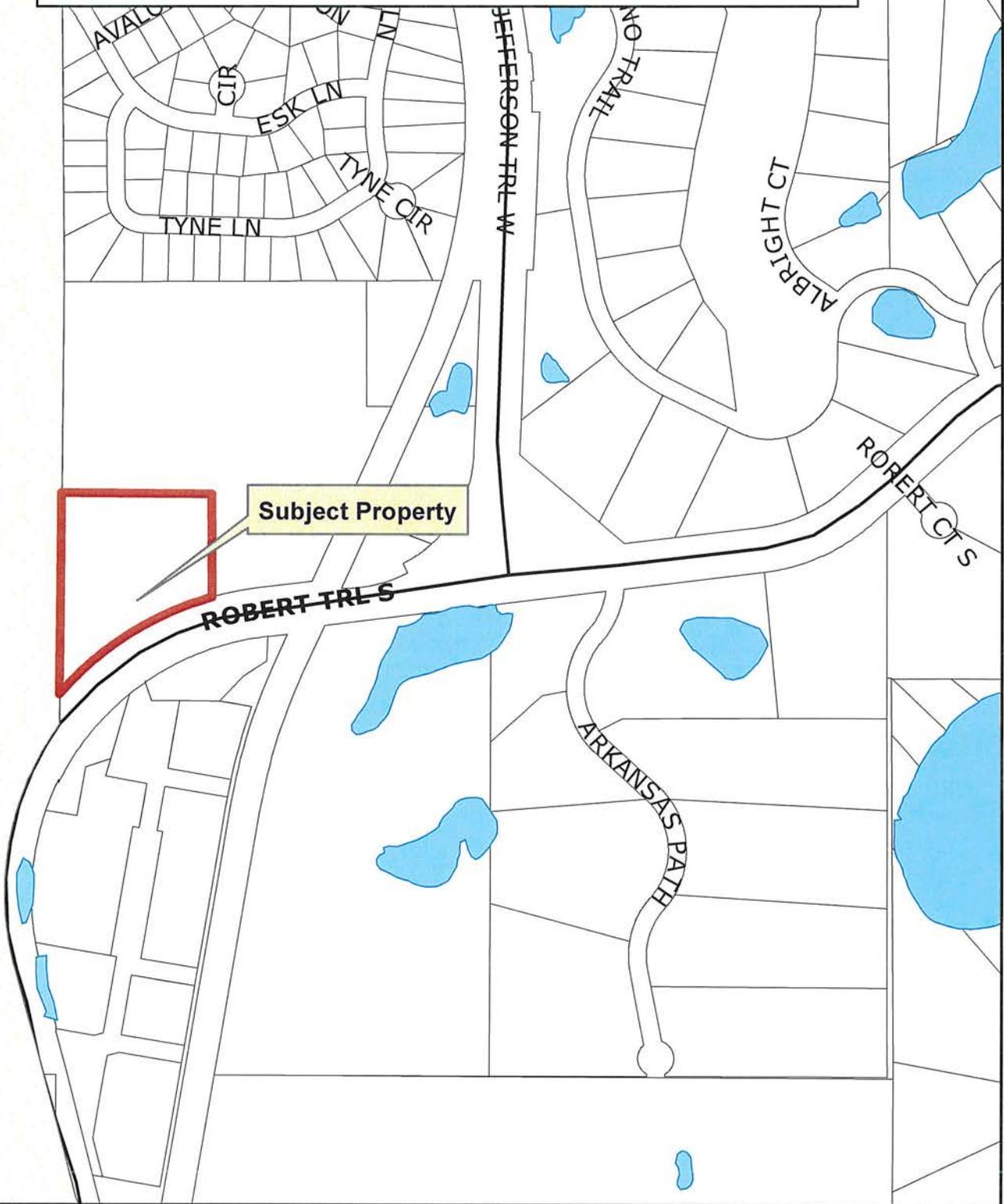
The request is to plat the one lot subdivision in addition to constructing a three-story, 32,412 square foot, climate controlled building on the property. The new building would be located on existing impervious surface. The applicant has been working with the City Engineering Department to finalize stormwater and grading plans. The final details on the plans would be reviewed and approved by the City Engineer prior to any work commencing on the site.

RECOMMENDATION: Planning and Engineering Staff recommend approval of the Development Contract, Storm Water Maintenance Agreement, and Fire Hydrant Agreement as presented.

Attachments:

1. Location Map
2. Resolution Approving Documents Relating to Plat of Gopher Resource Addition
3. Improvement Agreement
4. Storm Water Facilities Maintenance Agreement
5. Fire Hydrant Agreement

Inver Grove Storage, LLC - Case No. 16-37SC
9735 South Robert Trail



Document Path: C:\Users\kfox\Desktop\ArcMap_Planning.mxd Date: 8/2/2016 - 1:51:57 PM kfox



Map produced by the City of Inver Grove Heights
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CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT, STORM WATER
FACILITIES MAINTENANCE AGREEMENT AND FIRE HYDRANT AGREEMENT FOR
THE PLAT OF GOPHER RESOURCE ADDITION

CASE NO. 16-37SC
(Inver Grove Storage)

WHEREAS, a Final Plat and Conditional Use Permit Amendment were approved on August 22, 2016 for Gopher Resource Addition;

WHEREAS, conditions of approval require the applicant to enter into agreements with the City relating to an improvement agreement, storm water facilities maintenance agreement and fire hydrant agreement prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to Council approving the project on August 22, 2016 and therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the improvement agreement, storm water facilities maintenance agreement and fire hydrant agreement are hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 12th day of September, 2016.

AYES:
NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

**IMPROVEMENT AGREEMENT
FOR LOT 1, BLOCK 1,
GOPHER RESOURCE ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR LOT 1, BLOCK 1,
GOPHER RESOURCE ADDITION,
INVER GROVE HEIGHTS, MN**

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 12th day of September, 2016, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

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

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

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

1. That the Developer enters into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Developer. "Developer" means Inver Grove Storage, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Owner. "Owner" means Inver Grove Storage, LLC, a Minnesota limited liability company, and its successors and assigns.

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

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

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

1.8 Council. "Council" means the Council of the City of Inver Grove Heights.

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

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

1.11 County. "County" means Dakota County, Minnesota.

1.12 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

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

- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

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, individually and collectively, any of the following or any combination thereof:

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;

- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) breach of the Developer Warranties.

1.18 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, 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 right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.

- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

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

- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- I. **Fee Title/Ownership Interest.** Inver Grove Storage, LLC, a Minnesota limited liability company, owns fee title to the Subject Property.

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

1.21 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
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077

If to Developer: Inver Grove Storage, LLC
 Attention: Larry Koland
 9735 Robert Trail South
 Inver Grove Heights, MN

If to Owner: Inver Grove Storage, LLC
 Attention: Larry Koland
 9735 Robert Trail South
 Inver Grove Heights, MN

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

ARTICLE 3
DEVELOPER IMPROVEMENTS

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

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

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

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

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

City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of

said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.19(G) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and Developer. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. The record plan "as built" drawings of the Developer Public Improvements shall be provided by the Developer in accordance 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 this work done and pay for it with the developer's sureties. The following information is required to be shown 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. Copy of final plat shall be submitted in an electronic format (see item 12).
11. 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).
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 AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 7
RESPONSIBILITY FOR COSTS

7.1 Developer Improvement Costs. The Developer shall pay for the Developer Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum

whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8 **DEVELOPER WARRANTIES**

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9 **CITY WARRANTIES**

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10 **INDEMNIFICATION OF CITY**

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;

- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements; and
- h.) delays in construction of the Developer Improvements.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer

shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ESCROW DEPOSIT

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements the Developer shall deposit with the City an irrevocable letter of credit or cash deposit for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 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 if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 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 D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that

portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

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

ARTICLE 13 **MISCELLANEOUS**

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

13.2 No Third Party Recourse. Third parties shall have no recourse against the City under this Improvement Agreement.

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Owner. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Owner in the Subject Property.

13.5 Contract Assignment. The Developer and Owner may not assign this Improvement Agreement without the written permission of the Council. The Developer's and Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Subject Property.

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement Agreement in any respect. Any party hereto may extend the time for

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

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

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

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

13.11 Access. The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of Developer Improvements.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of September, 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

**OWNER AND DEVELOPER:
INVER GROVE STORAGE, LLC**

By: _____
Lawrence Koland
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of September, 2016, before me a Notary Public within and for said County, personally appeared Lawrence Koland, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Inver Grove Storage, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Inver Grove Storage, LLC by authority of the Boards of Governors of Inver Grove Storage, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1, Block 1, Gopher Resource Addition, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Site Plan (C2-1)	7-15-16	Loucks Associates and CNH Architects
Site Grading Plan	7-15-16	Loucks Associates and CNH Architects
Site Utility Plan	7-15-16	Loucks Associates and CNH Architects
Exterior Elevations	7-15-16	Loucks Associates and CNH Architects
Sign Plan	7-15-16	Loucks Associates and CNH Architects
Landscape Plan (L1-1)	7-15-16	Loucks Associates and CNH Architects

*The above-listed Development Plans were revised on _____, 2016.

The above-listed Development Plans were approved by the City Engineer on _____, 2016.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences (collectively the “City Engineer Memos”):

1. Memo from Assistant City Engineer Steve Dodge to Associate Planner Heather Botten dated July 27, 2016;
2. Memo from Greg Fransen at Barr Engineering to City Engineer Tom Kaldunski dated August 9, 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	12-31-17, or prior to issuance of building permit, whichever occurs first	grading, drainage, sediment and erosion control
X	12-31-17, or prior to issuance of building permit, whichever occurs first	stormwater facilities (including retention pond modifications) substantially complete and functional to a level approved by the City Engineer
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	extension of water service lines to building
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	stormwater facilities (including retention pond modifications) complete and functional
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	curb and pavement
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	landscaping / vegetation*
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	certified as-builts

X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	construction debris clean-up
---	---	------------------------------

The City Engineer and/or Director of Public Works reserve the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City.

*Note: Landscaping must be completed prior to issuance of certificate of occupancy, provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the City shall issue the certificate of occupancy and the Developer is then required to complete the landscaping no later than the following June 15th.

EXHIBIT D

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

1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION BEGINS ON THE SUBJECT PROPERTY.** Before construction begins on the Subject Property, all the following conditions must be satisfied:

- a.) Developer and Owner must execute this Improvement Agreement.
- b.) Developer must provide the letter of credit or cash deposit for the amount stated on Exhibit E of this Improvement Agreement.
- c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of the Improvement Agreement.
- d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
- e.) Final site plans and the Operations and Maintenance Plan for the stormwater facilities shall be submitted to the City and approved by the City Engineer.
- f.) Developer and/or Owner must execute the following documents for the Subject Property:
 - Improvement Agreement
 - Storm Water Facilities Maintenance Agreement
 - Fire Hydrant License Agreement

The form of the documents are subject to the approval of the City Attorney and the Director of PWD.

- g.) Owner must present to the City a title insurance policy that shows that Owner is the fee title owner of the Subject Property.
- h.) Developer/Owner must record the plat of Gopher Resource Addition.

- 2.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2017 OR BEFORE CITY ISSUES BUILDING PERMIT FOR SUBJECT PROPERTY.** By December 31, 2017, or before the City issues a building permit for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) Grading, drainage, erosion and sediment control have been completed or, in the judgment of the City Engineer or 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.
 - c.) Storm water facilities have been substantially completed and functional to a level approved by the City Engineer.
- 3.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2017 OR BEFORE CITY ISSUES CERTIFICATE OF OCCUPANCY FOR SUBJECT PROPERTY.** By December 31, 2017, or before the City issues a certificate of occupancy for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) All grading, drainage and erosion control must be completed.
 - c.) All storm water facilities must be completed and approved by the City Engineer.
 - d.) Water service lines shall be extended to the Subject Property.
 - e.) All site landscaping and vegetation must be completed, with the exception provided in Exhibit C.
 - f.) Certified as-builts shall be submitted to the City.
 - g.) The curb and paving shall be completed.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage Erosion & Sediment Control	\$
2.)	Water Service Line Extension	\$
3.)	Storm Water Facilities (including modification of retention pond)	\$
4.)	Paving and curb	\$
5.)	Landscaping / Vegetation	\$
6.)	Certified As-Builts	\$
7.)	Construction Debris Clean-up	\$
	SUBTOTAL:	\$
	<u>MULTIPLIED BY:</u>	x 1.25
	EQUALS	\$
	<u>ESCROW AMOUNT:</u>	\$

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$6,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

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

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

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

- a.) Deficiencies or problems have arisen with respect to grading, drainage, and erosion control or landscaping; and
- b.) The City has previously accepted the Developer Improvements; and
- c.) The Letter of Credit or cash deposit for the Developer Improvements has expired or the Letter of Credit or cash deposit for the Developer Improvements has been reduced to ten percent (10%) or less of its original amount.

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

- a.) all of the 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 vegetation exceed the initially deposited \$6,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT E
ESCROW CALCULATION
(Continued)

Vegetation Escrow Amount

In addition to the \$6,000 Engineering Escrow Amount stated above, Developer shall also deposit \$3,000 in cash with the City (hereafter “Vegetation Escrow Amount”) to ensure the vegetation installed within and around the stormwater facilities is maintained and established for a 3-year period from the date of satisfactory installation. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the stormwater facilities on the Subject Property in the event such problems and deficiencies arise after the City has approved the Developer Improvements.

After the 3-year period has expired and upon approval by the City Engineer, the City shall return to the Developer any of the remaining Vegetation Escrow Amount.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the stormwater facilities exceeds the initially deposited \$3,000 Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 1, BLOCK 1, GOPHER RESOURCE ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 12th day of September, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Inver Grove Storage, LLC, a Minnesota limited liability company (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Inver Grove Storage, LLC, a Minnesota limited liability company, and its successors and its assigns.

1.4 Stormwater Facilities. “Stormwater Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

The storm water retention pond, infiltration basin, water quality treatment devices, catch basins, stormwater pipes and related drain tiles, drainage areas and appurtenances lying within the Landowner Property.

1.5 Stormwater Facility Plan. “Stormwater Facility Plan” means the _____ Plan prepared by Loucks Associates dated _____, 2016

and revised _____, 2016 and approved by the City Engineer on _____, 2016 as well as the Operations and Maintenance Plan dated _____, 2016 prepared by _____. The Stormwater Facility Plan is on file with the City.

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

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

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

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

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

1.9 Improvement Agreement. “Improvement Agreement” means that certain agreement between the Landowner and City dated September 12, 2016.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans for the Landowner Property as identified in the Improvement Agreement between the parties of the same date herewith.

Recital No. 3. The City is willing to approve the Development Plans if, among other things, Landowner executes this Stormwater Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Stormwater Facilities, notwithstanding the fact that the Stormwater Facilities may exist within easements dedicated or granted to the City and the public.
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Stormwater

Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Stormwater Facilities.

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Stormwater Facilities. Responsible Owner agrees that on or before December 31, 2017, the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City pursuant to the Improvement Agreement.

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

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

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

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

- i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv. The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than

200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

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

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

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

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

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

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement between the parties are met, the City will approve the Development Plans as defined in the Improvement Agreement for the Landowner Property.

ARTICLE 5 **MISCELLANEOUS**

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

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

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

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

5.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: Inver Grove Storage, LLC
Attention: Larry Koland
9735 Robert Trail South
Inver Grove Heights, MN

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of September, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
INVER GROVE STORAGE, LLC**

By: _____
Lawrence Koland
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of September, 2016, before me a Notary Public within and for said County, personally appeared Lawrence Koland, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Inver Grove Storage, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Inver Grove Storage, LLC by authority of the Boards of Governors of Inver Grove Storage, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1, Block 1, Gopher Resource Addition, Dakota County, Minnesota.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

[to be inserted]

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

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

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

FIRE HYDRANT LICENSE AGREEMENT
FOR LOT 1, BLOCK 1, GOPHER RESOURCE ADDITION
DAKOTA COUNTY, MINNESOTA

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 12th day of September, 2016, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Inver Grove Storage, LLC, a Minnesota limited liability company (hereinafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means Inver Grove Storage, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Fire Hydrants. Fire Hydrants mean individually and collectively any existing or future fire hydrant located within or on the Subject Property.

1.5 Maintenance, Maintain, or Maintained. Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Property.

1.6 Standard of Maintenance. Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as Exhibit A.

1.7 Responsible Owner. Responsible Owner means the fee title owner of the Subject Property.

1.8 Subject Property . Subject Property means the real property legally described on the attached Exhibit B.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Property and, as provided in the Improvement Agreement of even date herewith, will be further improving the Subject Property through the construction of a storage facility located on the Subject Property.

Recital No. 2. The City is willing to allow a Building Permit to be issued for the Subject Property if, among other things, Landowner executes this Fire Hydrant License Agreement.

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

- a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Subject Property any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. Landowner currently owns the Subject Property and Landowner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Fire Hydrant Location. Landowner agrees that a Fire Hydrant is currently located on the Subject Property.

3.2 Maintenance of Fire Hydrants. The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants

including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 Standard of Maintenance. Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

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

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and real estate taxes

for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

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

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligation to Maintain the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in public easements. The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the Maintenance obligations relating to the Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Property for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Issuance of Building Permit. The City agrees that if the conditions set forth herein and the conditions set forth in the Improvement Agreement between Landowner and the City are met; the City will issue a building permit allowing for construction of the proposed improvements.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property, and shall be binding upon the parties and the successors and assigns of the parties.

This Agreement also applies to all after-acquired title of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of September, 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

**LANDOWNER:
INVER GROVE STORAGE, LLC**

By: _____
Lawrence Koland
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of September, 2016, before me a Notary Public within and for said County, personally appeared Lawrence Koland, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Inver Grove Storage, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Inver Grove Storage, LLC by authority of the Boards of Governors of Inver Grove Storage, LLC.

Notary Public

**THIS INSTRUMENT WAS DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**

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

EXHIBIT A
STANDARD OF MAINTENANCE

[to be inserted]

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1, Block 1, Gopher Resource Addition, Dakota County, Minnesota.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SARJU IGH, LLC - Case No. 16-33PRC

Meeting Date: September 12, 2016
 Item Type: Consent Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: Engineering

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

PURPOSE/ACTION REQUESTED

Consider a Resolution approving the Improvement Agreement, Storm Water Facilities Maintenance Agreement, and related agreements for the development of a four-story hotel located at 5492 Robert Trail S.

- Requires 3/5th's vote

SUMMARY

The City Council approved the four-story hotel request on August 22, 2016. The related development agreements were still being reviewed by the applicant and the City and were not ready when the project was reviewed by Council.

The request is to construct a four-story hotel, 50 feet in height on the 1.72 acre property. Access to the hotel is proposed via a private drive off 54th Street. The applicant has been working with the City Engineering Department to finalize stormwater and grading plans. The final details on the plans and agreements would be reviewed and approved by the City Engineer prior to any work commencing on the site.

RECOMMENDATION: Planning and Engineering Staff recommend approval of the Development Contract, Storm Water Maintenance Agreement, and related agreements as presented.

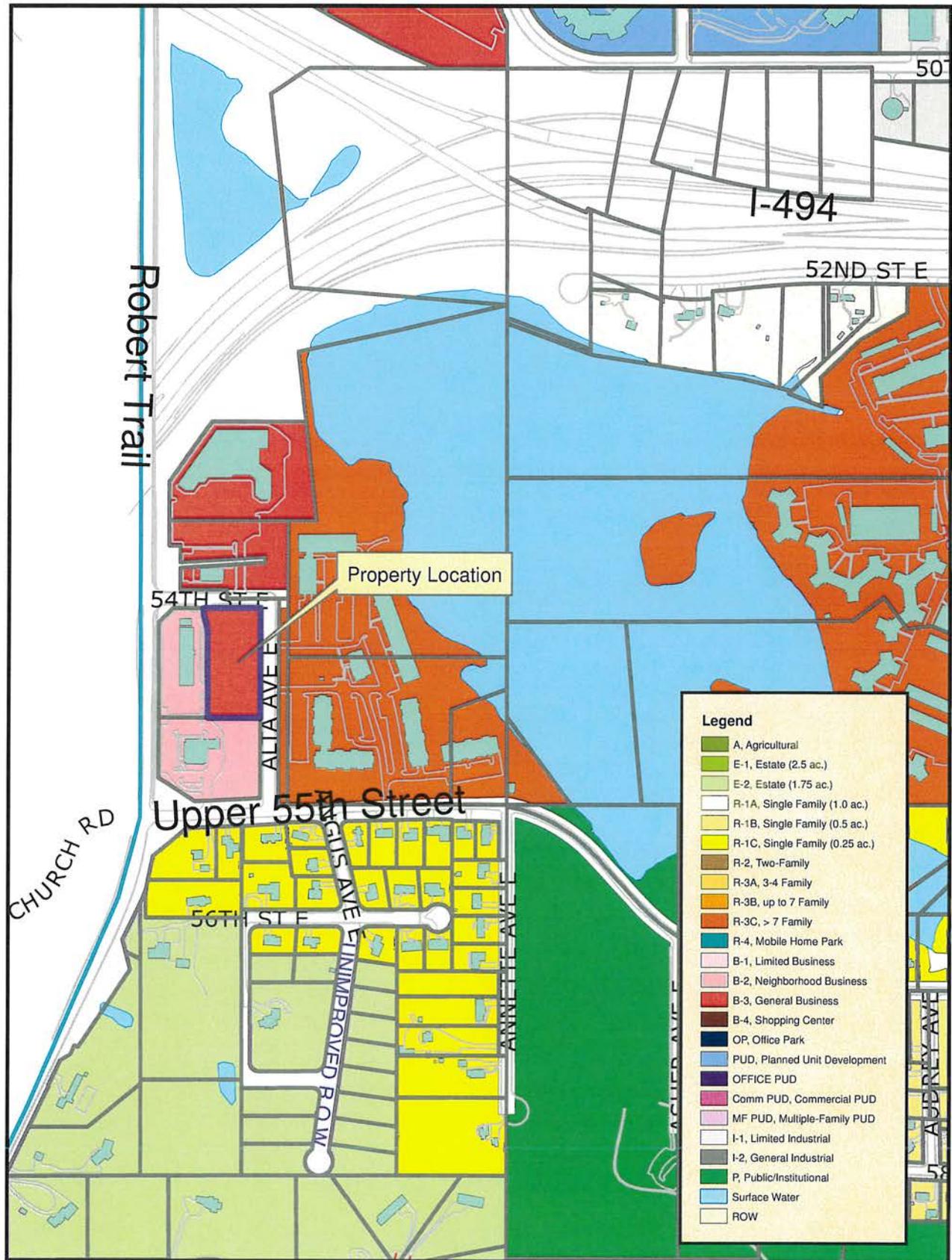
Attachments:

1. Location Map
2. Resolution approving documents relating to the hotel
3. Improvement Agreement
4. Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, HCU Members Addition
5. Fire Hydrant Maintenance Agreement
6. Drainage and Utility Easement (for forcemain located in northwest corner of property)
7. Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for retaining wall within City drainage and utility easement
8. Stormwater Facilities Maintenance Agreement for Lot 1, Block 1, HCU Addition (Heartland Credit Union)



SARJU IGH, LLC

Case No. 16-33PRC



Map not to scale

Exhibit A
Zoning and Location Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT, STORM WATER
FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS FOR A
FOUR-STORY HOTEL DEVELOPMENT

CASE NO. 16-33PRC
SARJU IGH, LLC

WHEREAS, the request for a hotel located at 5492 Robert Trail S. was approved on August 22, 2016;

WHEREAS, conditions of approval require the applicant to enter into agreements with the City relating to an improvement agreement, storm water facilities maintenance agreement and other related agreements prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to Council approving the project on August 22, 2016 and therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the improvement agreement, storm water facilities maintenance agreement and related agreements are hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 12th day of September, 2016.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**IMPROVEMENT AGREEMENT
FOR LOT 2, BLOCK 1,
HCU MEMBERS ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR LOT 2, BLOCK 1,
HCU MEMBERS ADDITION,
INVER GROVE HEIGHTS, MN**

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 12th day of September, 2016, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

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

WHEREAS, in conjunction with the granting of these approvals, the City requires the extension of sewer and water service lines, the installation of storm water facilities and installation of associated landscaping and vegetation.

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Developer. "Developer" means Sarju IGH, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Owner. "Owner" means Sarju IGH, LLC, a Minnesota limited liability company, and its successors and assigns.

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

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

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

1.8 Council. "Council" means the Council of the City of Inver Grove Heights.

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

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

1.11 County. "County" means Dakota County, Minnesota.

1.12 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

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

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

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

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, individually and collectively, any of the following or any combination thereof:

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;

- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) breach of the Developer Warranties.

1.18 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, 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 right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law,

ordinance or regulation affecting the Development Plans and the Developer Improvements.

- E. No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.
- The warranty period for drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.
- H. Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- I. Fee Title/Ownership Interest.** Sarju IGH, LLC, a Minnesota limited liability company, owns fee title to the Subject Property.

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

1.21 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
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Developer: Sarju IGH, LLC
Attention: Hemant Bhakta
2020 Wilson Avenue
South St. Paul, MN 55075

If to Owner: Sarju IGH, LLC
Attention: Hemant Bhakta
2020 Wilson Avenue
South St. Paul, MN 55075

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

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

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

ARTICLE 3 **DEVELOPER IMPROVEMENTS**

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

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

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

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

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

City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4
OTHER PERMITS

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

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of

said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.19(G) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and Developer. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. The record plan "as built" drawings of the Developer Public Improvements shall be provided by the Developer in accordance 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 this work done and pay for it with the developer's sureties. The following information is required to be shown 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. Copy of final plat shall be submitted in an electronic format (see item 12).
11. 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).
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 AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 7
RESPONSIBILITY FOR COSTS

7.1 Developer Improvement Costs. The Developer shall pay for the Developer Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum

whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8 **DEVELOPER WARRANTIES**

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9 **CITY WARRANTIES**

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10 **INDEMNIFICATION OF CITY**

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;

- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements; and
- h.) delays in construction of the Developer Improvements.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer

shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ESCROW DEPOSIT

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements the Developer shall deposit with the City an irrevocable letter of credit or cash deposit for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 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 if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 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 D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that

portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

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

ARTICLE 13 **MISCELLANEOUS**

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

13.2 No Third Party Recourse. Third parties shall have no recourse against the City under this Improvement Agreement.

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Owner. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Owner in the Subject Property.

13.5 Contract Assignment. The Developer and Owner may not assign this Improvement Agreement without the written permission of the Council. The Developer's and Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Subject Property.

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement Agreement in any respect. Any party hereto may extend the time for

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

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

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

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

13.11 Access. The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of Developer Improvements.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of September, 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

**OWNER AND DEVELOPER:
SARJU IGH, LLC**

By: _____
Hemant Bhakta
Its: Chief Manager

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this ____ day of September, 2016, before me a Notary Public within and for said County, personally appeared Hemant Bhakta, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Sarju IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Sarju IGH, LLC by authority of the Boards of Governors of Sarju IGH, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 2, Block 1, HCU Members Addition, Dakota County, Minnesota.

Torrens Property

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Title Sheet (C1.1)	4-26-16*	James R. Hill, Inc.
Existing Conditions (C1.2)	4-26-16*	James R. Hill, Inc.
Preliminary Erosion & Sediment Control Plan (C2.1)	4-26-16*	James R. Hill, Inc.
Erosion & Sediment Control Details (C2.2)	4-26-16*	James R. Hill, Inc.
Grading & Drainage Plan (C3.1)	4-26-16*	James R. Hill, Inc.
Drainage Map (C3.2)	4-26-16*	James R. Hill, Inc.
Utility Plan (C4.1)	4-26-16*	James R. Hill, Inc.
Paving & Dimensional Plan (C5.1)	4-26-16*	James R. Hill, Inc.
Details (C6.1)	4-26-16*	James R. Hill, Inc.
Landscape Plan (L1.1)	6-9-16*	Calyx Design Group, LLC
Landscape Details (L1.2)	6-9-16*	Calyx Design Group, LLC

*The above-listed Development Plans were revised on _____, 2016.

The above-listed Development Plans were approved by the City Engineer on _____, 2016.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences (collectively the “City Engineer Memos”):

1. Memo from Assistant City Engineer Steve Dodge to Associate City Planner Heather Botten dated August 13, 2016;
2. E-mail correspondence from Greg Fransen at Barr Engineering to Eric Fagerberg and Joel Cooper at James R. Hill, Inc. dated August 11, 2016;
3. Memo from Greg Fransen at Barr Engineering to City Engineer Tom Kaldunski dated July 22, 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	12-31-17, or prior to issuance of building permit, whichever occurs first	grading, drainage, sediment and erosion control
X	12-31-17, or prior to issuance of building permit, whichever occurs first	stormwater facilities (bioretention basin and retrofitting of infiltration basin and storm sewer pipe) substantially complete and functional to a level approved by the City Engineer
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	extension of sewer and water service lines
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	stormwater facilities (bioretention basin and retrofitting of infiltration basin and storm sewer pipe) complete and functional
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	retaining walls

X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	curb and pavement for parking lot
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	landscaping / vegetation*
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	certified as-builts
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	construction debris clean-up

The City Engineer and/or Director of Public Works reserve the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City.

*Note: Landscaping must be completed prior to issuance of certificate of occupancy, provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the City shall issue the certificate of occupancy and the Developer is then required to complete the landscaping no later than the following June 15th.

EXHIBIT D

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION BEGINS ON THE SUBJECT PROPERTY.** Before construction begins on the Subject Property, all the following conditions must be satisfied:
- a.) Developer and Owner must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit or cash deposit for the amount stated on Exhibit E of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Final site plans and the Operations and Maintenance Plan for the stormwater facilities shall be submitted to the City and approved by the City Engineer.
 - f.) Developer and/or Owner must execute the following documents for the Subject Property:
 - Improvement Agreement
 - Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, HCU Members Addition
 - Fire Hydrant License Agreement
 - Encroachment Agreement (for retaining wall within existing drainage and utility easement)
 - Permanent Drainage and Utility Easement (for sanitary sewer forcemain)
 - Amended Storm Water Facilities Maintenance Agreement for Lot 1, Block 1, HCU Members Addition
 - Written consent by parties to Declaration of Private Easement to allow Developer to construct portions of the parking lot within the existing private driveway easement (per paragraph 5 of this Exhibit D).

The form of the documents are subject to the approval of the City Attorney and the Director of PWD.

- g.) Owner must present to the City a title insurance policy that shows that Owner is the fee title owner of the Subject Property.

2.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2017 OR BEFORE CITY ISSUES BUILDING PERMIT FOR SUBJECT PROPERTY.** By December 31, 2017, or before the City issues a building permit for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:

- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
- b.) Grading, drainage, erosion and sediment control have been completed or, in the judgment of the City Engineer or 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.
- c.) Storm water facilities have been substantially completed and functional to a level approved by the City Engineer.

3.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2017 OR BEFORE CITY ISSUES CERTIFICATE OF OCCUPANCY FOR SUBJECT PROPERTY.** By December 31, 2017, or before the City issues a certificate of occupancy for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:

- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
- b.) All grading, drainage and erosion control must be completed.
- c.) All storm water facilities must be completed and approved by the City Engineer.
- d.) Sewer and water service lines shall be extended to the Subject Property.
- e.) All site landscaping and vegetation must be completed, with the exception provided in Exhibit C.
- f.) Certified as-builts shall be submitted to the City.
- g.) The curb and paving for the parking lot shall be completed.

3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the

construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

- 4.) **RETAINING WALL REQUIRMENTS.** Prior to the City issuing a building permit for the Subject Property all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the Subject 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.
- 5.) **CONSENT FROM PARTIES TO DECLARATION OF PRIVATE EASEMENT.** There is a Declaration of Private Easement recorded against the Subject Property as Dakota County Document No. 129897 as well as an Amended and Restated Declaration of Private Easement recorded as Dakota County Document No. 588514 and a Second Amended and Restated Declaration of Easement recorded as Dakota County Document No. 604614 (hereafter collectively "Declaration"). Developer is installing parking lot pavement on the Subject Property within a portion of the easement area covered by the Declaration. Prior to the issuance of a building permit for the Subject Property, Developer shall provide to the City written consent from the parties to the Declaration (namely, the owner of Lot 6, Block 1, Salem Heights Plaza and the owner of Lot 1, Block 1, HCU Members Addition) that they approve of the installation of the parking lot pavement within the easement area covered by the Declaration. The initial written confirmation may be made electronically. The executed consent shall be recorded by the Developer. The form of the consent is subject to approval from the City Attorney.
- 6.) **DRAINAGE AND UTILITY EASEMENT FOR SANITARY SEWER FORCEMAIN.** A portion of the sanitary sewer forcemain located in the northwest corner of the Subject Property is proposed to be located outside of the City's drainage and utility easement. City and Owner will need to enter into a drainage and utility easement covering that portion of the sanitary sewer forcemain located outside of the City's drainage and utility easement. Developer shall prepare and provide the legal description for the drainage and utility easement covering that portion of the sanitary sewer forcemain located outside of the City's drainage and utility easement.
- 7.) **AMENDMENT OF STORMWATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 1, BLOCK 1, HCU MEMBERS ADDITION.** When the property identified as Lot 1, Block 1, HCU Members Addition was developed, the owner entered into a Storm Water Facilities Maintenance Agreement for Lot 1, Block 1, HCU Members Addition recorded as Dakota County Document No. 603247. That agreement obligated the owner of Lot 1, Block 1, HCU Members Addition to maintain the stormwater facilities (including the existing pond) located on Lot 1, Block 1, HCU Members Addition. Developer will be constructing a storm sewer pipe from the Subject

Property to the existing pond located on Lot 1, Block 1, HCU Members Addition. In addition, Developer is retrofitting the existing pond into an infiltration basin. In conjunction with the Developer Improvements relating to the existing pond on Lot 1, Block 1, HCU Members Addition, the City is requesting that the Storm Water Facilities Maintenance Agreement for Lot 1, Block 1, HCU Members Addition be updated to include an Operations and Maintenance Plan for the current and proposed Storm Water Facilities on Lot 1, Block 1, HCU Members Addition. The Developer shall obtain from the owner of Lot 1, Block 1, HCU Members Addition, an amended Storm Water Facilities Maintenance Agreement which covers the new improvements and includes an Operations and Maintenance Plan. The new Storm Water Facilities Maintenance Agreement will supercede the previous agreement recorded as Dakota County Document No. 603247.

- 8.) **NEW STORMWATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 2, BLOCK 1, HCU MEMBERS ADDITION.** When the Subject Property was platted as Lot 2, Block 1, HCU Members Addition, the City required the owner to enter into a Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, HCU Members Addition recorded as Dakota County Document No. 603248. That agreement required the owner to maintain the storm water facilities on Lot 2, Block 1, HCU Members Addition. With the current improvements being made to the Subject Property, Developer is constructing new storm water facilities. As a result, the City is requiring that the Owner enter into a new Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, HCU Members Addition which will include an Operations and Maintenance Plan for the Storm Water Facilities. The new Storm Water Facilities Maintenance Agreement will supercede the previous agreement recorded as Dakota County Document No. 603248.
- 9.) **STORMWATER EASEMENT FOR BENEFIT OF LOT 6, BLOCK 1, SALEM HEIGHTS PLAZA.** Developer shall provide information to the City to show whether any stormwater piping or other stormwater drainage from Lot 6, Block 1, Salem Heights Plaza currently flows into Lot 2, Block 1, HCU Members Addition. If such stormwater flow exists, and if there is no existing easement on Lot 2, Block 1, HCU Members Addition for the benefit of Lot 6, Block 1, Salem Heights Plaza, then Developer shall establish and grant such easement to Lot 6, Block 1, Salem Heights Plaza and shall record such easement.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage Erosion & Sediment Control	\$
2.)	Sewer and Water Service Lines Extension	\$
3.)	Storm Water Facilities (including bioretention basin retrofitting of existing pond to infiltration basin and storm sewer pipe)	\$
4.)	Retaining Walls	\$
5.)	Parking lot and curb	\$
6.)	Landscaping / Vegetation	\$
7.)	Certified As-Builts	\$
8.)	Construction Debris Clean-up	\$
	SUBTOTAL:	\$
	<u>MULTIPLIED BY:</u>	x 1.25
	EQUALS	\$
	<u>ESCROW AMOUNT:</u>	\$

EXHIBIT E
ESCROW CALCULATION

(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$6,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

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

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

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

- a.) Deficiencies or problems have arisen with respect to grading, drainage, and erosion control or landscaping; and
- b.) The City has previously accepted the Developer Improvements; and
- c.) The Letter of Credit or cash deposit for the Developer Improvements has expired or the Letter of Credit or cash deposit for the Developer Improvements has been reduced to ten percent (10%) or less of its original amount.

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

- a.) all of the 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 vegetation exceed the initially deposited \$6,500 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 2, BLOCK 1, HCU MEMBERS ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 12th day of September, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Sarju IGH, LLC, a Minnesota limited liability company (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Sarju IGH, LLC, a Minnesota limited liability company, and its successors and its assigns.

1.4 Stormwater Facilities. “Stormwater Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

The storm water bio-retention basin, infiltration basin, ponds and related drain tiles, drainage areas, storm water pipes and appurtenances lying within the Landowner Property.

1.5 Stormwater Facility Plan. “Stormwater Facility Plan” means the Grading and Drainage Plan, Erosion & Sediment Control Plan, and Utility Plan and Drainage Map prepared

by James R. Hill, Inc. dated April 26, 2016 and revised _____, 2016 and approved by the City Engineer on _____, 2016 as well as the Operations and Maintenance Plan dated _____, 2016 prepared by James R. Hill, Inc. and the Drainage Narrative dated June 8, 2016, prepared by James R. Hill, Inc. The Stormwater Facility Plan is on file with the City.

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

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

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

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

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

1.9 Improvement Agreement. “Improvement Agreement” means that certain agreement between the Landowner and City dated September 12, 2016.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans for the Landowner Property as identified in the Improvement Agreement between the parties of the same date herewith.

Recital No. 3. The City is willing to approve the Development Plans if, among other things, Landowner executes this Stormwater Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Stormwater Facilities, notwithstanding the fact that the Stormwater Facilities may exist within easements dedicated or granted to the City and the public.

- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Stormwater Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Stormwater Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Stormwater Facilities. Responsible Owner agrees that on or before December 31, 2017, the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City pursuant to the Improvement Agreement.

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

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

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

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.

- e.) The Standard of Maintenance shall include but not be limited to each of the following:
- i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
 - iv. The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

- g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

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

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

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

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the

City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner’s right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

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

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

Agreement;

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

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement between the parties are met, the City will approve the Development Plans as defined in the Improvement Agreement for the Landowner Property.

ARTICLE 5 **MISCELLANEOUS**

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

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this

Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

5.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: Sarju IGH, LLC
Attention: Hemant Bhakta
2020 Wilson Avenue
South St. Paul, MN 55075

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.

5.7 Superseding Effect. This Agreement shall supersede the previously recorded Storm Water Facilities Maintenance Agreement dated October 23, 2006, recorded as Dakota County Document No. 603248 for Lot 2, Block 1, HCU Members Addition.

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of September, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
SARJU IGH, LLC**

By: _____
Hemant Bhakta
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of September, 2016, before me a Notary Public within and for said County, personally appeared Hemant Bhakta, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Sarju IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Sarju IGH, LLC by authority of the Boards of Governors of Sarju IGH, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 2, Block 1, HCU Members Addition, Dakota County, Minnesota.

Torrens Property

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

[to be inserted]

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

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

* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

FIRE HYDRANT LICENSE AGREEMENT
FOR LOT 2, BLOCK 1, HCU MEMBERS ADDITION
DAKOTA COUNTY, MINNESOTA

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 12th day of September, 2016, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Sarju IGH, LLC, a Minnesota limited liability company (hereinafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means Sarju IGH, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Fire Hydrants. Fire Hydrants mean individually and collectively any existing or future fire hydrant located within or on the Subject Property.

1.5 Maintenance, Maintain, or Maintained. Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Property.

1.6 Standard of Maintenance. Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as Exhibit A.

1.7 Responsible Owner. Responsible Owner means the fee title owner of the Subject Property.

1.8 Subject Property . Subject Property means the real property legally described on the attached Exhibit B.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Property and, as provided in the Improvement Agreement of even date herewith, will be further improving the Subject Property through the construction of a hotel located on the Subject Property.

Recital No. 2. The City is willing to allow a Building Permit to be issued for the Subject Property if, among other things, Landowner executes this Fire Hydrant License Agreement.

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

- a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Subject Property any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. Landowner currently owns the Subject Property and Landowner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Fire Hydrants. Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner by December 31, 2017.

3.2 Maintenance of Fire Hydrants. The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 Standard of Maintenance. Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

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

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The

Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

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

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligation to Maintain the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in public easements. The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the Maintenance obligations relating to the Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Property for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4
CITY'S COVENANTS

4.1 Issuance of Building Permit. The City agrees that if the conditions set forth herein and the conditions set forth in the Improvement Agreement between Landowner and the City are met; the City will issue a building permit allowing for construction of the proposed improvements.

ARTICLE 5
MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property, and shall be binding upon the parties and the successors and assigns of the parties.

This Agreement also applies to all after-acquired title of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise

constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of September, 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

**LANDOWNER:
SARJU IGH, LLC**

By: _____
Hemant Bhakta
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of September, 2016, before me a Notary Public within and for said County, personally appeared Hemant Bhakta, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Sarju IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Sarju IGH, LLC by authority of the Boards of Governors of Sarju IGH, LLC.

Notary Public

**THIS INSTRUMENT WAS DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**

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

EXHIBIT A
STANDARD OF MAINTENANCE

[to be inserted]

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 2, Block 1, HCU Members Addition, Dakota County, Minnesota.

Torrens Property

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 12th day of September, 2016, between Sarju IGH, LLC, a Minnesota limited liability company (hereinafter referred to as “Landowner”) and 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, the following:

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

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

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer forcemains, water mains, storm sewer, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, 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 Permanent Easement Area described and depicted on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of September, 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

**LANDOWNER:
SARJU IGH, LLC**

By: _____
Hemant Bhakta
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of September, 2016, before me a Notary Public within and for said County, personally appeared Hemant Bhakta, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Sarju IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Sarju IGH, LLC by authority of the Boards of Governors of Sarju IGH, LLC.

Notary Public

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

**AFTER RECORDING, PLEASE
RETURN 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 LANDOWNER'S PROPERTY

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

Lot 2, Block 1, HCU Members Addition, Dakota County, Minnesota.

Torrens Property

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon the following described property:

[to be inserted]

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 2, BLOCK 1, HCU MEMBERS ADDITION,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 1, HCU MEMBERS ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 12th day of September, 2016, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Sarju IGH, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 **Terms.** Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 **Landowner.** “Landowner” means Sarju IGH, LLC, a Minnesota limited liability company, and its successors and assigns.

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

1.5 **City Easement.** “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easement on the Subject Land dedicated to the City on the recorded plat of HCU Members Addition, Dakota County, Minnesota.

1.6 Landowner Improvements. “Landowner Improvements” means the retaining walls located on the Subject Land lying within the City Easement.

1.7 City Easement Improvements. “City Easement Improvements” means all existing and future street, boulevard and sidewalk improvements and all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.8 City Right-of-Way Costs. “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys’ fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easements, if such costs have not already been paid by the Landowner.

1.9 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Landowner Improvements did not exist.

1.10 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowner. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

1.11 Construction Plan. “Construction Plan” means all retaining walls as illustrated on the _____ Plan prepared by James R. Hill, Inc. dated _____, 2016 with final revisions on _____, 2016, and approved by the City Engineer on _____, 2016 as well as retaining wall plans approved by the City Building Official to be submitted prior to construction of the retaining walls. The Construction Plan is on file with the City.

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3 Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement.

Recital No. 4 Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be constructed within the City Easement if the following conditions are met:

- a.) Landowner maintains the Landowner Improvements;
- b.) Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The City has the right to temporarily remove the Landowner Improvements from the City Easement in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.
- d.) The City has the right to modify the Landowner Improvements if the Landowner Improvements materially interfere with the City Easement Improvements.

ARTICLE 3
AGREEMENTS

3.1 Construction and Maintenance of Landowner Improvements. The Landowner Improvements may be constructed within the City Easement pursuant to the Construction Plan. The Landowner Improvements shall only be at the locations specified in the Construction Plan.

The Landowner shall not place any other structures, buildings, fences (except for a fence on top of the retaining wall), landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements.

Landowner shall maintain and repair the Landowner Improvements.

3.2 City Not Responsible for Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right to City Easements Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easements.

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements in the City Easements are subordinate to the rights of the City in the City Easements and in the City Easement Improvements.

3.5 Risk of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easements may be adversely affected by use of the City Easements. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easements.

3.6 Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

3.7 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.8 Modifications to Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Landowner Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

3.9 Remedies. If the Landowner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Sections 3.6, 3.7 or 3.8 , then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

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

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.10 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and

attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- a.) The Landowner Improvements;
- b.) Maintenance of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

3.11 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner obligations contained in Article 3 if the Landowner does not perform such obligations.

3.12 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.13 Recording. The Landowner shall record this Agreement with the Dakota County Recorder against the Subject Land and within 30 days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

3.14 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

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

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

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

3.18 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

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

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 12th day of September, 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

**LANDOWNER:
SARJU IGH, LLC**

By: _____
Hemant Bhakta
Its: Chief Manager

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this _____ day of September, 2016, before me a Notary Public within and for said County, personally appeared Hemant Bhakta, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Sarju IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Sarju IGH, LLC by authority of the Boards of Governors of Sarju IGH, LLC.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 2, Block 1, HCU Members Addition, Dakota County, Minnesota.

Torrens Property

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 1, BLOCK 1, HCU MEMBERS ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 12th day of September, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Heartland Credit Union, a state chartered credit union (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Heartland Credit Union, a state chartered credit union, and its successors and its assigns.

1.4 Stormwater Facilities. “Stormwater Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

The storm water infiltration basin, storm water ponds and related drain tiles, drainage areas, storm water pipes and appurtenances lying within the Landowner Property.

1.5 Stormwater Facility Plan. “Stormwater Facility Plan” means the Grading and Drainage Plan, Erosion & Sediment Control Plan, and Utility Plan and Drainage Map prepared by James R. Hill, Inc. dated April 26, 2016 and revised _____, 2016 and approved by

the City Engineer on _____, 2016 as well as the Operations and Maintenance Plan dated _____, 2016 prepared by James R. Hill, Inc. and the Drainage Narrative dated June 8, 2016, prepared by James R. Hill, Inc. The Stormwater Facility Plan is on file with the City.

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

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

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

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

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

1.9 Improvement Agreement. “Improvement Agreement” means that certain agreement between Sarju IGH, LLC and City dated September 12, 2016.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Sarju IGH, LLC owns property to the north of the Landowner Property described as Lot 2, Block 1, HCU Members Addition.

Recital No. 3. Sarju IGH, LLC is improving Lot 2, Block 1, HCU Members Addition with the construction of new stormwater facilities and modifying existing Stormwater Facilities located on the Landowner Property. Sarju IGH, LLC has requested that the City approve development plans for Lot 2, Block 1, HCU Members Addition which plans effect the Landowner Property.

Recital No. 4. Landowner previously entered into a Storm Water Facilities Maintenance Agreement dated October 23, 2006, recorded as Dakota County Document No. 603247 for the Landowner Property. That Storm Water Facilities Maintenance Agreement obligated Landowner to maintain the defined Storm Water Facilities on the Landowner Property.

Recital No. 5. Because Sarju IGH, LLC is modifying the existing Stormwater Facilities on the Landowner Property, the City is requiring that a new Storm Water Facilities Maintenance Agreement be executed by Landowner to include the new Stormwater Facilities.

Recital No. 6. By this Agreement the parties seek to:

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

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Stormwater Facilities. On or before December 31, 2017, Sarju IGH, LLC shall construct the Stormwater Facilities in accordance with the approved Stormwater Facility Plan at the sole expense of Sarju IGH, LLC at a location and in a configuration as approved by the City pursuant to the Improvement Agreement.

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

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

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

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA**

Stormwater Manual (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;

- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:
 - i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
 - iv. The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;

- c. Contact information for the Responsible Owner;
- d. As built plans of the Stormwater Facilities;
- e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

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

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

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

forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner’s right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Stormwater Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Stormwater Facilities; and
- d.) construction of the Stormwater Facilities.

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

ARTICLE 4 **SUPERSEDING EFFECT**

4.1 Superseding Effect. The Landowner and City agree that this Agreement shall supersede the previous Stormwater Facilities Maintenance Agreement dated October 23, 2006, recorded as Dakota County Document No. 603247.

ARTICLE 5 **MISCELLANEOUS**

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

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

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

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

5.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: Heartland Credit Union
5500 South Robert Trail
Inver Grove Heights, MN 55077

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of September, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1, Block 1, HCU Members Addition, Dakota County, Minnesota.

Torrens Property

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

[to be inserted]

EXHIBIT C
ANNUAL INSPECTION FORM

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

* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: September 12, 2016
 Item Type: Consent
 Contact: Joe Lynch, City Administrator
 Prepared by: Carrie Isaacson, Admin Svc Cord
 Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

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

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

Please confirm the Part-Time/Temporary/Seasonal Employment of: Molly Daczyk, Fitness Instructor (Fitness/VMCC), William Holcomb, Fitness Instructor (Fitness/VMCC), Zachary Gill, Park Maintenance Worker (Parks), Peter Dennis, Fitness Instructor (Fitness/VMCC), Jacob Kreuser, Park Maintenance Worker (Parks)

Please confirm the Termination of: Lauren Kirkley (Aquatics/VMCC), Jennifer Solano (Aquatics, VMCC), Maria Retting (Aquatics/VMCC), Laura Kurr (Aquatics/VMCC), Amber Mills (Aquatics/VMCC), Luke Kuntz (Aquatics/VMCC), Ethan Sweet (Aquatics/VMCC), Larisa Larson (Aquatics/VMCC), Maya George (Aquatics/VMCC), Nick Pieper (Aquatics/VMCC), Brittany Raab (Aquatics/VMCC), Ryan Reeves (Aquatics/VMCC), Elyse Melling (Aquatics/VMCC), Hailey Pederson (Intern/Engineering), Vincent Phothisanh (Intern/Engineering), Kurt Clintsman (Fitness/VMCC), Heather Digolo (Fitness/VMCC), Elyse Melling (Fitness/VMCC), Laura Burns (Fitness/VMCC), Gabrielle Plaep (Fitness/VMCC), Irene Briseno (Fitness/VMCC), Kelly Geiger (Fitness/VMCC), Ann Toomey (Fitness/VMCC), Shelley Rauschnot (Fitness/VMCC), Hailey Anderson (Aquatics/VMCC), Meghan Garin (Aquatics/VMCC), Matt Miers (Aquatics/VMCC), Jordyn Toomey (Aquatics/VMCC), Ashley Groebner (Aquatics/VMCC), Caroline Pippert (Aquatics/VMCC)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Liquor License Alcohol Compliance Check Failures

Meeting Date: September 12, 2016
Item Type: Public Hearing
Contact: Michelle Tesser, City Clerk
Prepared 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: Per Inver Grove Heights Ordinance 4-1-19 Civil Penalties and Sanctions may be imposed by the City Council for a violation of MN Statute 340A.503 Subd.2 of selling alcohol to a minor.

SUMMARY:

On July 20, 2016, police conducted an alcohol compliance check, seven current liquor license holders failed. Those violators include Applebee's, Arbor Pointe Gold Course, Drkula's, Inver Wood Golf Course, Market Liquor, Mississippi Pub and Outback.

All liquor license holders provided the City Clerk with proof of alcohol training except Market Liquor. Market Liquor's owner Ying Zhang failed the alcohol compliance check. Market Liquor changed ownership and were issued a license on April 6, 2016 Owners Ying Zhang and Meng Lan Liu certified that they completed the training on February 8, 2016. Ying Zhang was sent a letter on August 6, 2016 to provide the certificate of training after the violation and told the City Clerk he was unable to locate the certificate prior to the violation of July 20, 2016. Per City Code Section 4-1D-9G, liquor licensees shall submit this information about all persons who currently serve or sell alcoholic beverages. Per filing instructions, liquor license holders are responsible for the alcohol training certificate retention.

According to City ordinance, 4-1-19, the City Council may impose civil penalties for the violations stated above. The first violation is \$750.00. The Council may impose penalties exceeding those stated in the section and at their sole discretion. No current violators have received a second violation in the last five years.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MEGAN AND TODD PARSONS – Case No. 16-41V

Meeting Date: September 12, 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 a Resolution relating to a Variance to allow an attached garage 27 feet from the front property line whereas 30 feet is required for property located at 7175 Blake Avenue.

- Requires a 3/5ths vote.
- 60-day deadline: October 1, 2016 (first 60-days)

SUMMARY

The applicant is requesting a variance from the corner front setback requirement to allow the construction of a 22 x 13 foot garage addition to be 27 feet from the property line whereas 30 feet is required. The proposed addition would be kept in line with the existing garage front setback to the east; the variance is for the corner front setback to the south. There is one other home on this segment of 72nd Street that has a garage located about 20 feet from the front property line, the requested addition would be set back further than the garage on the abutting property.

Staff believes the request is in harmony with the general purpose of the City Code and intent of the Comprehensive Plan. The property is unique in that the one other home on this portion of 72nd Street is set closer to the property line than the requested variance. Additionally, a third stall garage addition is a reasonable request for a single family home. The addition would be partially screened from 72nd Street and it does not appear the addition would have an adverse affect on the neighborhood.

Planning Staff: Based on the information provided staff recommends approval of the variance request with the condition listed in the attached resolution.

Planning Commission: At the September 6, 2016 public hearing, the Planning Commission recommended approval of the request with the condition listed in the attached resolution (8-0).

Attachments: Approval resolution
PC recommendation
Planning staff report

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

RESOLUTION NO. 16-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW AN ATTACHED GARAGE
TO BE LOCATED 27 FEET FROM THE FRONT PROPERTY LINE WHEREAS
30 FEET IS REQUIRED**

**CASE NO. 16-41V
Parsons**

Property located at 7175 Blake Avenue and legally described as follows:

Lot 12, Block 1 of Michael D. Dupont 4th Addition Country Meadows, of Dakota County,
Minnesota

WHEREAS, an application has been received for a Variance to allow a garage to be located 27 feet from the corner front property line whereas 30 feet is the required front setback;

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

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on September 6, 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 one other home on 72nd Street is located closer to the property line than the requested variance.
- b. The location of the garage addition does not 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 for a third stall garage addition is a reasonable request for a single-family home.
- e. The request is for a property on a corner lot which has front setback requirements along two property lines. The addition will be kept in line with the existing garage meeting the front setback requirement to the east.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 27 foot front setback for an attached garage is hereby approved with the following condition:

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

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 12th day of September, 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: September 6, 2016
SUBJECT: **MEGAN AND TODD PARSONS – CASE NO. 16-41V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow an attached garage 25 feet from the corner front property line whereas 30 feet is required, for the property located at 7175 Blake Avenue. 5 notices were mailed.

Chair Maggi asked staff to clarify whether the variance was for 25 feet or 27 feet.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the subject property is zoned single-family residential and is surrounded by single-family to the north, west, and east and multiple-family residential to the south. The applicant is requesting a variance from the corner front setback requirement to allow the construction of a 22 x 13 foot garage addition to be 27 feet from the property line whereas 30 feet is required. The building would be 25 feet from the overhang; however, setbacks are taken from the actual wall which would be setback 27 feet whereas 30 feet is required. Ms. Botten noted that the proposed addition would be kept in line with the existing garage, there is one other home on this segment of 72nd Street that has a garage located about 20 feet from the corner front property line, the proposed addition would be further back than the garage on the abutting property, and the addition would be partially screened from 72nd Street. Staff recommends approval of the request with the condition listed in the report. Staff did not hear from any of the abutting property owners.

Chair Maggi asked how long the current owners have owned the property.

Opening of Public Hearing

Todd Parsons, 7175 Blake Path, advised he has owned the property for ten years.

Chair Maggi asked if the setback was in existence when the applicant purchased it.

Mr. Parsons replied in the affirmative.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Parsons replied in the affirmative. He advised that the other homes in his neighborhood were built by the same company, but they have two and a half or three stall garages. He would like to build a third stall to eventually park a vehicle for their daughter.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi stated it seemed like a reasonable request but the challenge would be to find a practical difficulty. She noted that recently less consideration has been given to the point of practical difficulties.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Robertson, to approve the request for a variance to allow an attached garage 27 feet from the corner front property line whereas 30 feet is required, for the property located at 7175 Blake Avenue, with the practical difficulty being the fact that the home is on a corner lot which requires they meet two front yard setbacks.

Motion carried (8/0). This item goes to the City Council on September 12, 2016.

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: September 1, 2016

CASE NO: 16-41V

HEARING DATE: September 6, 2016

APPLICANT/PROPERTY OWNER: Megan & Todd Parsons

REQUEST: Variance from the front setback requirements

LOCATION: 7175 Blake Path

COMPREHENSIVE PLAN: Low Density Residential

ZONING: R-1C, Single-family Residential

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant is requesting a variance from the front setback requirement to allow the construction of a garage addition 27 feet from the corner front property line whereas 30 feet is the required setback. The 22x13 foot addition would be kept in line with the existing garage maintaining the current 30' setback to the front property line to the east but would encroach three feet into the corner front property line to the south.

SPECIFIC REQUEST

The following specific application is being requested:

- 1) A variance from the front yard setback to construct a garage addition 27 feet from the corner front property line whereas 30 feet is the required setback.

EVALUATION OF THE REQUEST

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

North - Single Family Residential; zoned R-1C; guided Low Density Residential
South - Townhomes; zoned R-3C multi-family; guided Medium Density Residential
West - Single Family Residential; zoned R-2; guided Low Density Residential
East - Single Family Residential; zoned R-1C; guided Low Density Residential

VARIANCE REVIEW

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

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

Allowing a third stall garage addition onto the existing single-family home would be in harmony with the general purpose and intent of the comp plan which designates the property as a single-family neighborhood. The addition would be kept in line with the existing garage, maintaining the front setback from Blake Path.

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

A third stall garage addition is a reasonable request for a single family home. One of the functions of a front yard setback is to maintain consistency of structure placement and aesthetic qualities from street view. When looking at the consistency of structure placement there is one other home on this segment of 72nd Street, which is also a corner lot, that has a garage located about 20 feet from the corner front property line. The applicants are asking for a three foot variance to be located 27 feet from the property line. Aesthetically the addition would be similar materials to the home and partially screened from view from 72nd Street. In respect to the land use, impervious surface, other setbacks and code requirements the request is in harmony with the provisions in the zoning ordinance.

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

The applicant's are requesting a typical size third stall garage addition onto their existing garage. The applicant's property is a corner lot which requires front setbacks to be met on both sides of the property abutting right-of-way. The intersection of Blake Path and 72nd Street is more of a change in direction than an intersection. It is not a through street and only caters to local traffic. The location of the existing home is not pushed as far north as code would allow; the home is located 15 feet from the side property line whereas 10 feet is the minimum side setback. If the home was located at the 10 foot setback there would be enough room to add the third stall. Additionally, the proposed third stall would be further away from 72nd Street than the garage on the abutting property which has about a 20 foot corner front setback.

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

Staff does not believe this variance would alter the essential character of the locality. A three stall garage is not out of character for a single-family neighborhood. The abutting home to the west sits closer to 72nd Street than the proposed addition. The addition would be partially screened with trees and it would not be any closer to Blake Path than the existing garage, meeting the 30 foot setback requirements. Also, the addition would be constructed with siding that matches the existing house.

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

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

ALTERNATIVES

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

A. Approval If the Planning Commission finds the setback variance to be acceptable, the Commission should recommend approval of the request with at least the following condition:

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

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

RECOMMENDATION

The request is not out of character for the neighborhood and is consistent with the comprehensive plan. A garage addition is a typical improvement for a residential property and a three foot setback encroachment does not appear to have any adverse impacts on the neighboring properties. A third stall addition is a reasonable request and the setback would be further away from 72nd Street than the abutting property to the west. Based on the information in the preceding report and the one condition listed in Alternative A, staff is recommending approval of the setback variance.

Attachments: Location Map
 Site Plan
 Applicant Narrative



7175 Blake Path Case No. 16-41V

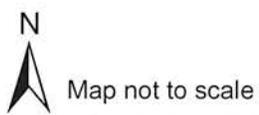
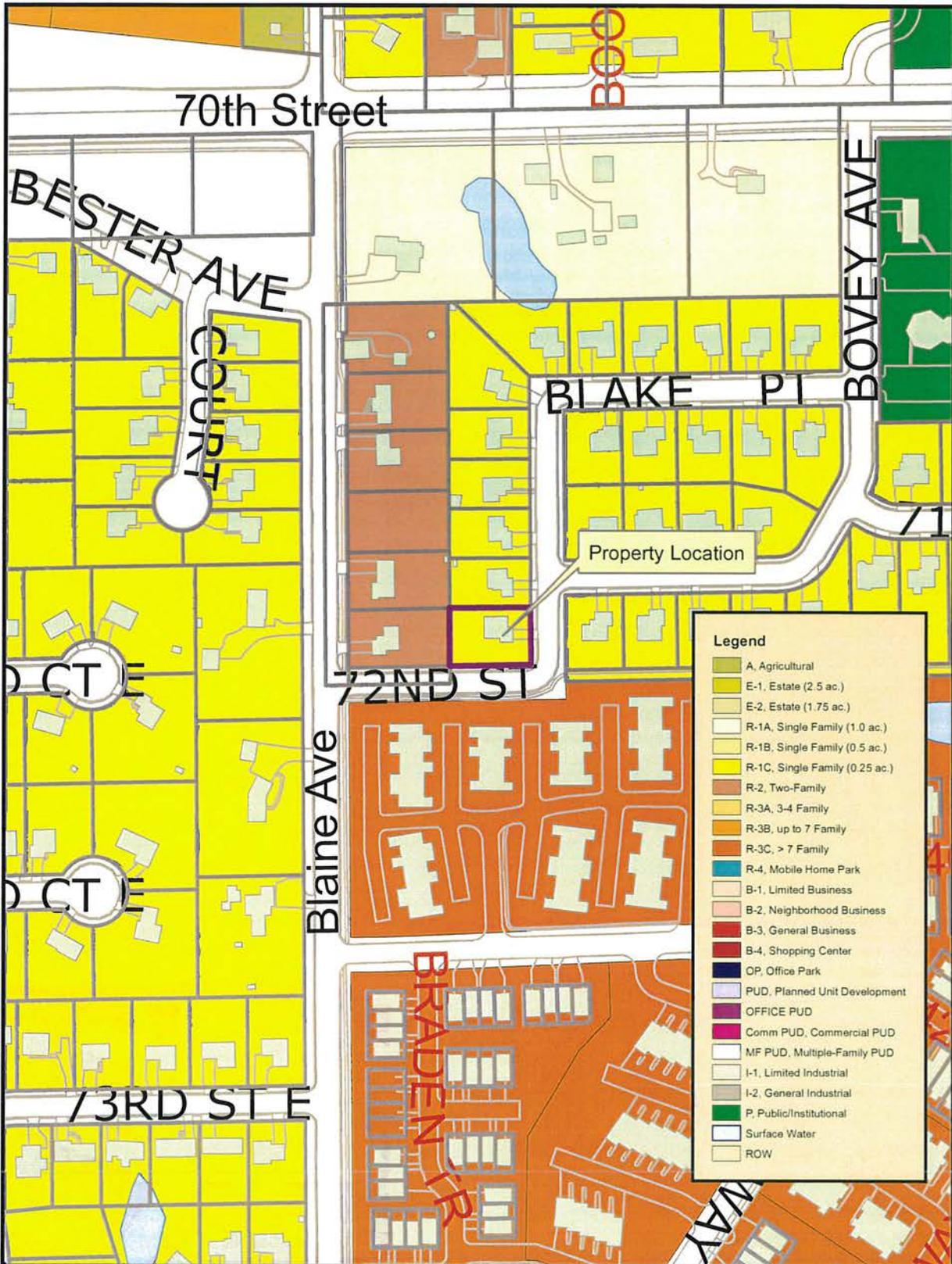


Exhibit A
Zoning and Location Map

LAND SURVEYORS

7845 Brooklyn Blvd. Brooklyn Park, Minnesota 55445
560-1984

Surveyors Certificate

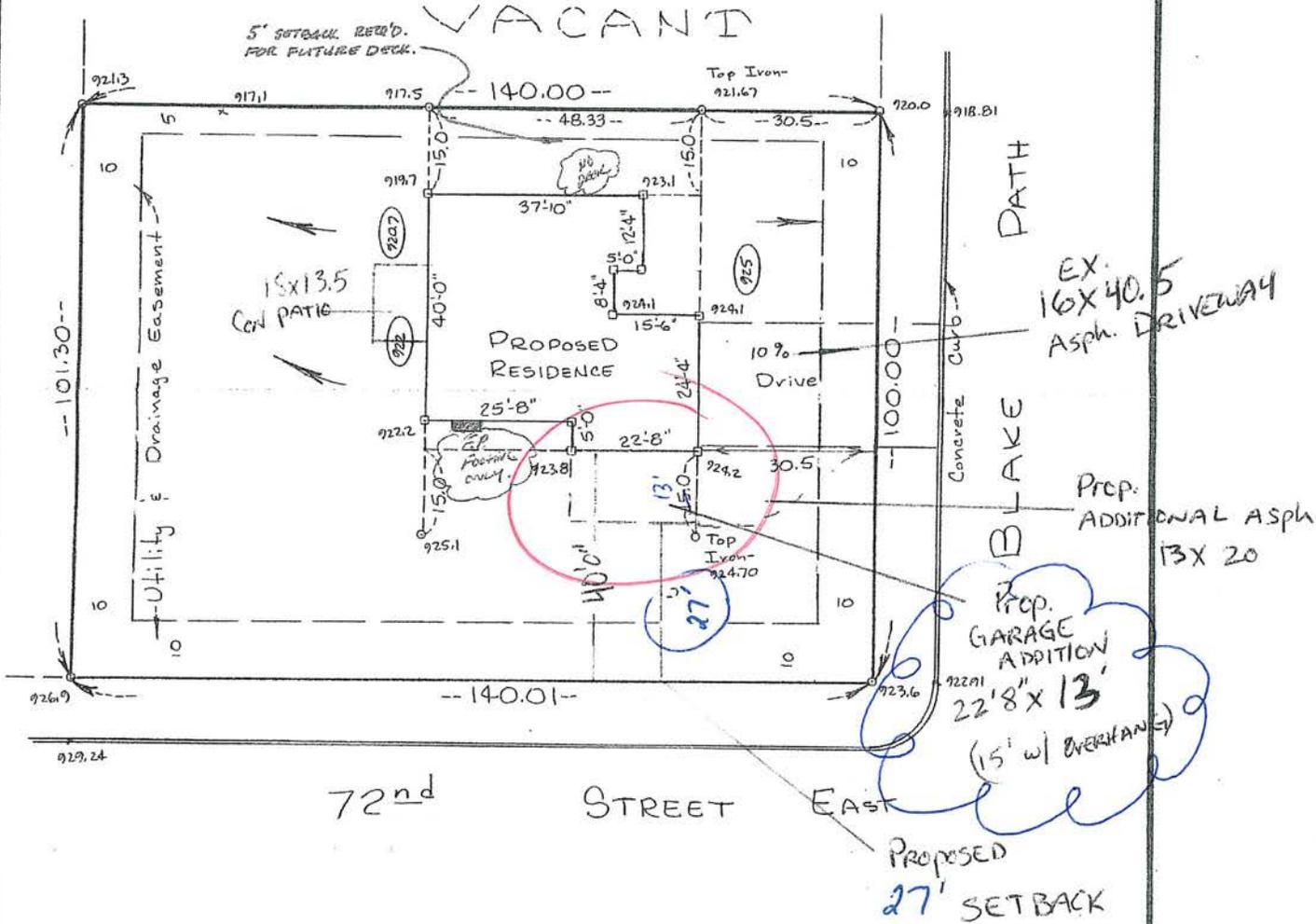
- 925.7 Proposed Top of Block
- 925.2 Proposed Garage Floor
- 917.7 Proposed Lowest Floor

Type of Building -
4 level Split
Walkout 3rd Level

NOVAK FLECK

SCALE 1" = 20'

- Denotes Iron Monument
- Denotes Wood Hub Set For Excavation Only
- x000.0 Denotes Existing Elevation
- Denotes Proposed Elevation
- ← Denotes Surface Drainage



Lot 12, Block 1, MICHAEL D. DUPONT 4TH ADDITION COUNTRY MEADOWS

Prop. ADD. 600 SF OF IMPERV. SURFACE

The only easements shown are from plats of record or information provided by client.

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

Surveyed by us this 15th day of November 1991

Rev. Dec. 2, 1991

Signed

Milton E. Hyland
Milton E. Hyland, Minn. Reg. No. 20262

7/31/2016

City of Inver Grove Heights
Planning Division
8150 Barbara Ave.
Inver Grove Heights, MN 55077

To Whom It May Concern,

I am writing this letter to request a variance on my property, located at 7175 Blake Path, Inver Grove Heights, MN 55076. My husband and I would like to request an additional (3) feet for the purpose of constructing an addition to the current garage, for the purpose of additional storage/parking. The house is located on a corner lot, and the garage is on the side that parallels the street. (There are no neighbors present on that side).

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Megan Parsons". The signature is written in a cursive, flowing style with a long horizontal flourish at the end.

Megan Parsons

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CASTAWAYS MARINA

Meeting Date: September 6, 2016
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the following for property located at 6140 Doffing Avenue:

- a) a Resolution relating to a Conditional Use Permit Amendment for Castaways Marina to modify the location of the new storage building.
 - Requires 4/5th's vote.

- b) a Variance to modify the previously approved five foot side yard setback.
 - Requires 3/5th's vote.
 - 60-day deadline: September 30, 2016 (first 60 days)

SUMMARY

Castaways Marina is requesting an amendment to their CUP and Variance to change the location of the approved storage building by rotating it 90 degrees. The orientation of the building will now be perpendicular to the levee. The Marina discovered some possible contamination at the current location and so rotating it 90 degrees will eliminate the need to dig in the area of bad soils.

ANALYSIS

The building will be the same size and the same five foot side yard setback will be maintained. The only difference is the longer building wall is at five feet rather than the shorter wall on the current approval.

RECOMMENDATION

Planning Division. Recommends approval of the requests as presented.

Planning Commission. Also recommends approval of the requests (8-0).

Attachments: Resolution of Conditional Use Permit Amendment
 Resolution of Setback Variance Modification
 Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A MODIFICATION TO THE SITE PLAN APPROVED WITH
THE VARIANCE TO ALLOW A BUILDING WITH A FIVE FOOT SETBACK FROM
PROPERTY LINE IN THE I-2 DISTRICT

CASE NO. 16-11CV
(Castaways Marina)

Property located at 6140 Doffing Avenue and legally described as follows:

Lots 1,2,3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat, Dakota County, Minnesota AND All that part of 61st Street (now vacated) lying easterly of the North extension of the west line of Block 37 of the Inver Grove Factory Addition, in Section 2, T27, R22W.

WHEREAS, an application was received for a Variance to allow a building to be setback five feet from the property line whereas 40 feet is the minimum standard of I-1 District;

WHEREAS, the City Council approved the Variance on April 25th, 2016;

WHEREAS, the applicant is requesting to rotate the building 90 degrees at the same setback of five feet, situating the 120 foot long wall along the setback variance whereas the 34 foot wall along the setback was approved;

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 re-reviewed the request on September 6, 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:

1. The City purchase of the land impacts possible locations of the building to comply with setback requirements and physical constraints on the property including the levy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, to allow a modification to the site plan approved with the variance to rotate the building 90 degrees along the approved setback as shown on the site plan dated 8-5-16, on file with the Planning Department is hereby approved.

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 on this 12th day of September, 2016.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO MODIFY
THE LOCATION OF THE 120' X 34' STORAGE BUILDING

CASE NO. 16-39Z
(Castaways Marina)

WHEREAS, an application for Conditional Use Permit has been submitted for property located at 6140 Doffing Avenue and legally described as the following;

Lots 1,2,3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat, Dakota County, Minnesota AND All that part of 61st Street (now vacated) lying easterly of the North extension of the west line of Block 37 of the Inver Grove Factory Addition, in Section 2, T27, R22W.

WHEREAS, the aforescribed property is currently zoned I-1, Limited Industry District and lies within the Critical Area Overlay District;

WHEREAS, marinas are listed as a conditional use within the I-1 zoning district;

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

WHEREAS, a public hearing concerning a conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on April 19, 2016 to allow a 34' X 120' storage building based on an approved site plan location;

WHEREAS, the applicant wishes to modify the location of the building on the approved site plan by rotating the building 90 degrees from a north/south orientation to an east/west orientation.

Resolution No. _____

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit Amendment to the approved site plan to rotate the 120' x 34' storage building 90 degrees is hereby approved subject to the following conditions:

1. Resolution No. 16-76 shall become null and void and shall be replaced by the terms of this conditional use permit.
2. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

Outdoor storage area on southern lot	09/08/15
Site Plan dated	05/27/08
Grading Plan dated	06/18/08
Grading/Site Plan with storage building	8/5/16

3. The marina must combine the tax parcels and show proof of recording with Dakota County before a building permit can be issued.
4. The storage building shall be required to comply with all flood proofing and building code standards.
5. Prior to issuance of any permits, all comments from the City Engineer memo dated 4/14/16 shall be addressed to the satisfaction of the City Engineer.
6. The seasonal storage of trailers and small boats is allowed on the south parking lot as shown on the plan dated 09/08/15 from October 1 - April 30 of each year.
7. Open storage of boat trailers only shall be allowed only in the area designated in the northwest corner of the site as shown on the site plan dated December 3, 2001, subject to the following conditions:
 - a. Boat trailers shall be allowed to be stored on the site from April 1 through October 31 of each year. All boat trailers shall be removed during the winter season from November 1 through March 31.
 - b. No more than 15 boat trailers shall be stored in the storage area at any one time.
 - c. Boat trailers to be stored on site shall be limited to 22 feet in length.
 - d. Only boat trailers belonging to boaters at Castaways Marina, Inc. shall be allowed to be stored on site.
 - e. No storage of boats shall be allowed at any time.
8. No fuel facilities or boat launch shall be provided without approval of the City Council.
9. The parking areas shall be striped and a containment device shall be added to protect the vehicles from the proposed steep slopes (ie. curb, bumper stops, guardrail, etc.)

Resolution No. _____

10. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

BE IT FURTHER RESOLVED that the 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 12th day of September, 2016.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: September 1, 2016

CASE NO: 16-39V

HEARING DATE: September 6, 2016

APPLICANT/PROPERTY OWNER: Castaway Marina

REQUEST: A Conditional Use Permit Amendment to modify the location of the new storage building and modified variance from property line setback.

LOCATION: 6140 Doffing Avenue

COMPREHENSIVE PLAN: Mixed Use

ZONING: I-1, Limited Industrial
Critical Area Overlay District

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

On April 25, 2016, City Council approved a CUP amendment and Variance to allow for the construction of a 34'x120' two story storage building that would be placed near the existing old home on the site, parallel to the levee. A 5 foot side yard setback variance was also approved.

Castaways began pre construction work this summer and discovered some scattered buried debris on part of the area where the building was to be located. To avoid disturbing the soil in this area, the applicant is proposing to shift the building 90 degrees from the original location so the building would be perpendicular to the levee. The building would still be proposed 5 feet from the property line, but rather than the 34 foot wall being 5 feet, the new orientation would have the 120 foot wall 5 feet from the property line. The lower level of the building would be used for storage only and would be designed to flood in the event of a flood.

EVALUATION OF THE REQUEST

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

North - City owned open space; zoned P; guided Park

East - Mississippi River

West - City owned open space; zoned I-1/P; guided Park

South - Marinas; zoned I-1; guided Mixed Use

SITE PLAN REVIEW

Setbacks. All other setbacks would remain as originally approved other than the 120 foot wall would be 5 feet from the property line abutting the parcel just purchased by the City from the marina.

Parking. Approximately 10 parking spaces would be removed with the new orientation, however the lot contains sufficient parking for the marina use and so there are no issues with some parking spaces being removed.

Exterior Materials. The building would have horizontal lap siding on all four sides. The lower level would contain a row of garage doors for the storage area. The building complies with exterior materials standards.

Engineering. The new building orientation requires less disturbance into the levee which was of some concern to the Engineering Department. Engineering continues requiring applicant to verify the integrity of the levy is maintained.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use of a marina is consistent with the goals, policies, and plans of the Comprehensive Plan; the proposed storage building does not have an impact to the overall land use.

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 property is zoned I-1, Limited Industrial; the use of a marina is consistent with the intent of the I-1 zoning district. The property also lies within the Critical Area Overlay District. Marinas are allowed in the district. A structure is allowed in the flood fringe of the river with proper flood proofing.

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

The proposed storage building would not have a detrimental effect on public improvements in the vicinity of the project. The building is setback to the far east side of the lot maximizing its setback from the road and distance from the Heritage Village park land which is located directly west of the site.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

This use does not appear to have any negative effects on City facilities or services.

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

- i. Aesthetics/exterior appearance*

The building complies with exterior materials standards

- ii. Noise*

The storage building would not generate noises that are inconsistent with uses in the I-1 zoning.

- iii. Fencing, landscaping and buffering*

No additional screening or landscaping is required.

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 use of the property as a marina is appropriate considering its location to the river. The property is of sufficient size for the improvements proposed.

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

This use does not appear to have any negative effects on the public health, safety or welfare. The building would be constructed to meet all flood proofing requirements.

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

Impervious surface would be slightly reduced on the lot. The building would not create any adverse impacts to storm water or to the river.

VARIANCE REVIEW

The City Council approved the 5 foot side yard setback with the practical difficulty being the City purchase of the land impacts possible locations of the building to comply with setback requirements and physical constraints on the property including the levy. The same issue exists again; the only difference is that the setback variance would be over a greater length of building.

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

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

The proposed building would comply with setbacks as the property exists today. The purchase of the property by the City creates an internal setback conflict. The structure is situated to be most efficient and practical for its use and topography on the site.

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

The proposed building would be consistent with uses associated with a marina. The setback issue is created by the purchase of the newly created lot by the City.

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

The setback variance is being created by the request of the City to purchase land in order to remove residential structures within the floodplain. City has been using DNR funds for this purpose over the last 10-15 years. Moving the proposed storage structure to the south impacts access to the top of the levee and parking. The building location optimizes the open space from the street and keeping an open space corridor between the lot and the city park on the west side of Doffing Avenue.

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

There are other marinas in the area with structures on the lots. The variance would not have an impact on the areas as the lot abutting would be owned by the City as open space, thus there would be no impact to another property by letting a structure be closer to the property line.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for the request.

ALTERNATIVES

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

- Approval of a **Conditional Use Permit** Amendment for Castaways Marina to allow for the addition of a 120 ft x 34 ft storage building subject to the following conditions:

1. Resolution No. XXXX shall become null and void and shall be replaced by the terms of this conditional use permit.
2. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

Outdoor storage area on southern lot	09/08/15
Site Plan dated	08/05/16
Overall Grading Plan dated	06/18/08
Grading Plan for Storage Building	3/29/16

3. The marina must combine the tax parcels and show proof of recording with Dakota County before a building permit can be issued.
4. The storage building shall be required to comply with all flood proofing and building code standards.
5. Prior to issuance of any permits, all comments from the City Engineer memo dated 4/14/16 shall be addressed to the satisfaction of the City Engineer.
6. The seasonal storage of trailers and small boats is allowed on the south parking lot as shown on the plan dated 09/08/15 from October 1 – April 30 of each year.
7. Open storage of boat trailers only shall be allowed only in the area designated in the northwest corner of the site as shown on the site plan dated December 3, 2001, subject to the following conditions:
 - a. Boat trailers shall be allowed to be stored on the site from April 1 through October 31 of each year. All boat trailers shall be removed during the winter season from November 1 through March 31.
 - b. No more than 15 boat trailers shall be stored in the storage area at any one time.
 - c. Boat trailers to be stored on site shall be limited to 22 feet in length.
 - d. Only boat trailers belonging to boaters at Castaways Marina, Inc. shall be allowed to be stored on site.
 - e. No storage of boats shall be allowed at any time.
8. No fuel facilities or boat launch shall be provided without approval of the City Council.

9. The parking areas shall be striped and a containment device shall be added to protect the vehicles from the proposed steep slopes (i.e. curb, bumper stops, guardrail, etc.)
 10. 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.
- Approval of an amended **Variance** for Castaways Marina to allow a five foot setback for the new storage building subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

Site Plan for Storage Building dated 8/5/16

2. The storage building shall be required to comply with all flood proofing and building code standards.
3. Prior to issuance of any permits, all comments from the City Engineer memo dated 4/14/16 shall be addressed to the satisfaction of the City Engineer.

Practical difficulty: The City purchase of the land impacts possible locations of the building to comply with setback requirements and physical constraints on the property including the levy.

- B. Denial.** If the Planning Commission does not favor the proposed application, the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the conditional use permit amendment and amended variance for Castaways Marina.

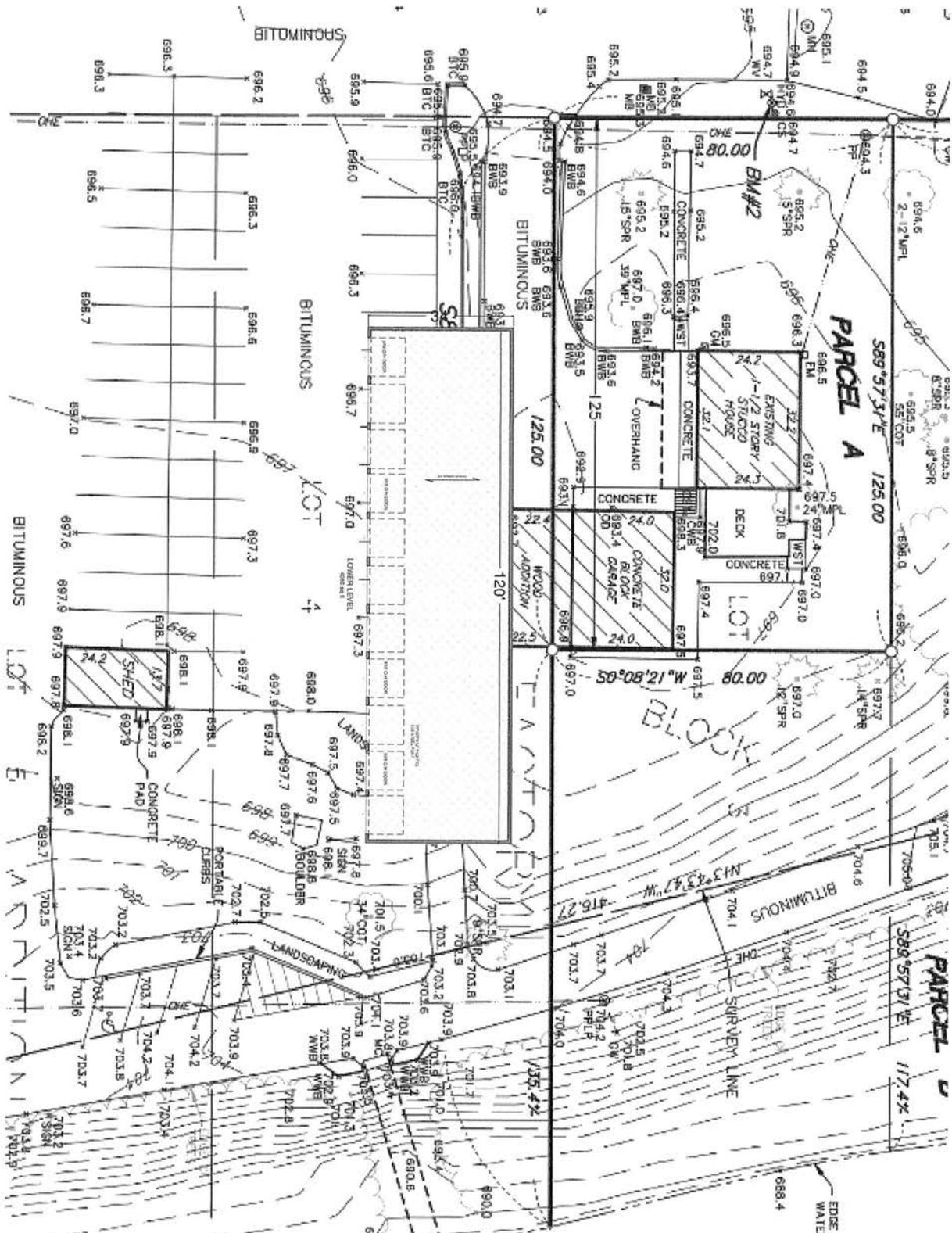
Attachments: Exhibit A – Zoning and Location Map
Exhibit B- Proposed Site Plan
Exhibit C – Approved Site Plan from April, 2016 approval
Exhibit D – Building Elevations and Floor Plans



Location Map

CASE NO. 16-39V





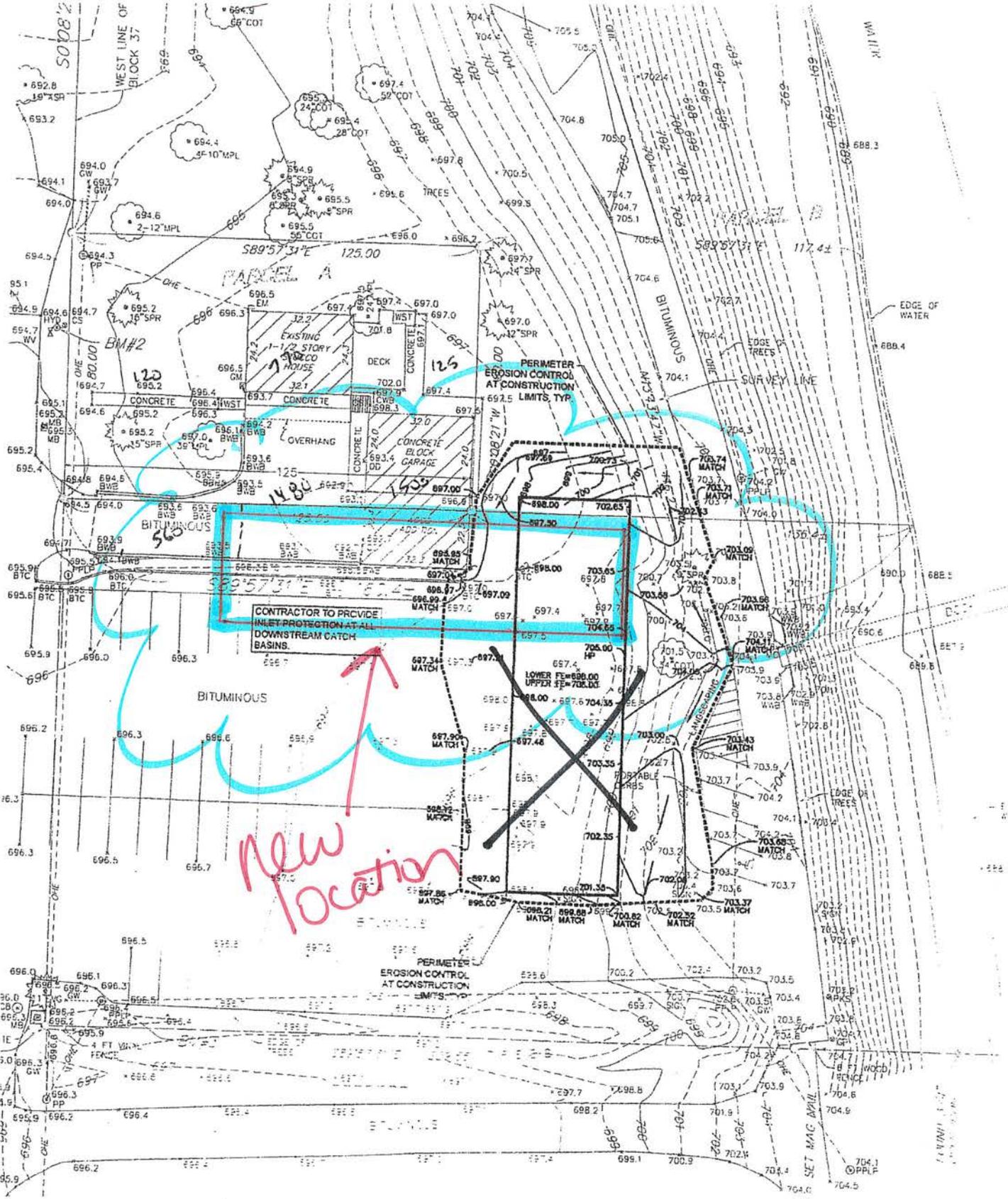
DESIGN BY: Paul T. Vogstrom

8-5-16

Castaways Marine
 6140 Doffing Ave.
 Inver Grove Heights

PAUL THOMAS
 DESIGN BUILD
 612-250-9400

4



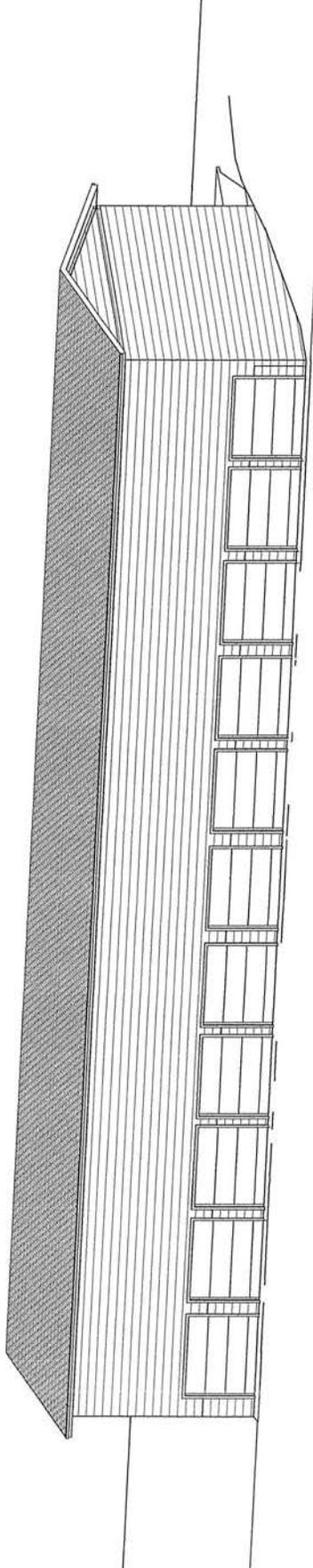
New Location

CONTRACTOR TO PROVIDE
INLET PROTECTION AT ALL
DOWNSTREAM CATCH
BASINS.

LOWER FE=896.00
UPPER FE=708.00

PERIMETER
EROSION CONTROL
AT CONSTRUCTION
LIMITS, TYP.

1.
2.
3.
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11.



FRONT ELEVATION

REAR ELEVATION

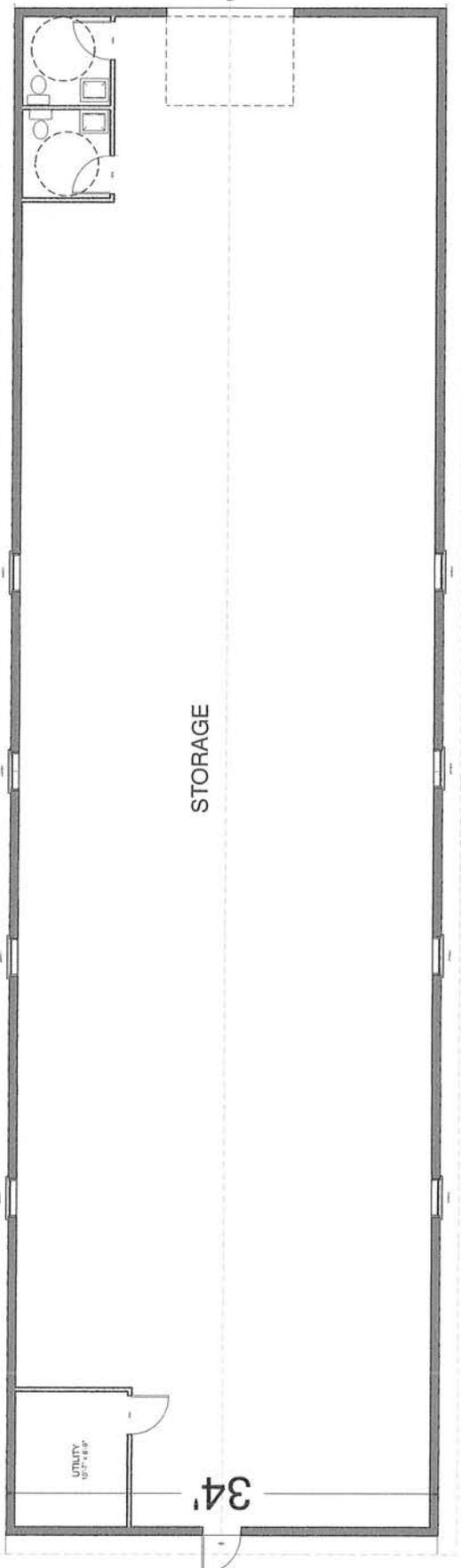
2

PAUL THOMAS
DESIGN BUILD
612-250-9400

Castaways Marine
6140 Doffing Ave.
Inver Grove Heights

DESIGN BY: Paul T. Vogstrom

8-5-16



UPPER LEVEL
4080 sq. ft.

120'

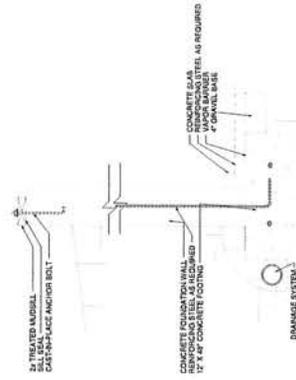
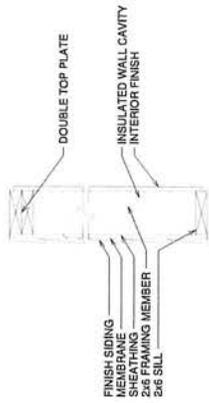
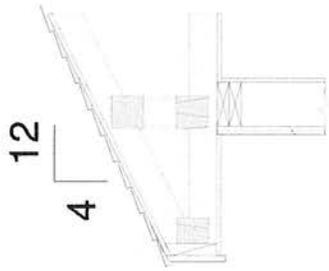
pre dressed concrete



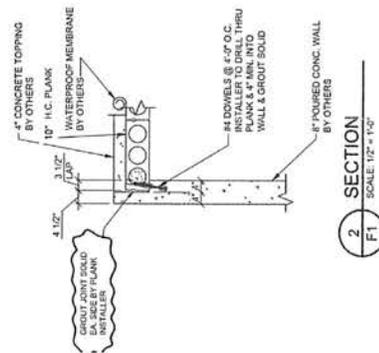
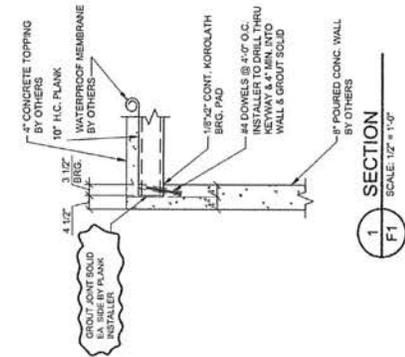
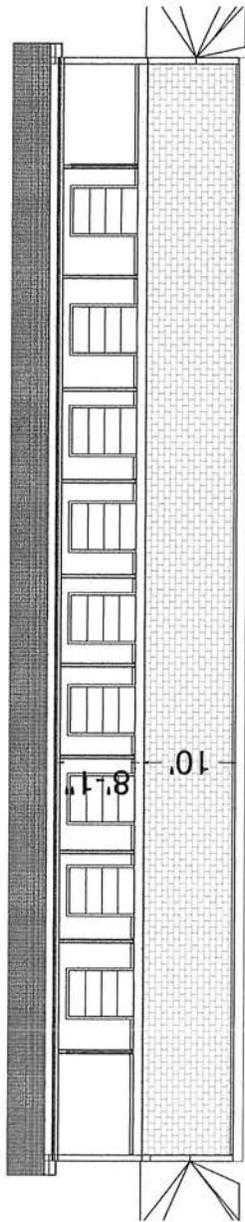
LOWER LEVEL
4080 sq. ft.



3'x5'



Basement Foundation: Unfinished



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS; Major Site Plan and I-2 uses Ordinance Amendments

Meeting Date: September 12, 2016
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the First Reading of Zoning Ordinance Amendments relating to:

- a) changes to the Major Site Plan Review and Conditional Use Permit Review relating to expanding administrative reviews of amendments.
 - Requires 3/5th's vote.
- b) changes to the permitted and conditional uses in the I-2, General Industry Zoning District.
 - Requires 3/5th's vote.
 - 60-day deadline: N/A

SUMMARY

Council directed staff to prepare ordinance amendments to 1) help stream line the process of approving amendments to previously approved site plans and conditional use permits, and 2) change many of the conditional uses to permitted uses.

The ordinance to allow administrative approval of amendments in the I-2 district help speed up the approval process, reduce costs, yet also provide review of the plans against city ordinances.

The use change ordinance allows nearly all listed uses as permitted uses in the I-2 district. Changes are highlighted in yellow. There also needs to be an amendment to modify the requirements for open storage in the I-2 district so it is identified as being a permitted use.

The Planning Commission held a public hearing on the ordinances on August 16, 2016. No changes were recommended.

Planning Division. Recommends approval of the first reading of the two ordinance amendments as proposed.

Planning Commission. Also Recommends approval of the two ordinances (9-0).

Attachments: Major Site Plan Ordinance
Permitted/Conditional Use Ordinance
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) CHAPTERS 3A, CONDITIONAL USES AND
CHAPTER 15J SITE PLAN REVIEW, TO ALLOW ADMINISTRATIVE REVIEW OF
AMENDMENTS TO APPROVED CONDITIONAL USE PERMITS AND SITE PLAN
REVIEWS

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

Section One. Amendment. Title 10, Chapter 3A-5, REVIEW BY PLANNING COMMISSION; ACTION BY COUNCIL of the Inver Grove Heights City Code is hereby amended to add section (C) as listed below:

10-3A-5: **REVIEW BY PLANNING COMMISSION; ACTION BY COUNCIL:**

C. Within the I-2 District only, modifications to the previously approved site plan of an approved conditional use permit shall be allowed by administrative review subject to the following procedural requirements:

1. Plan review will be in accordance with established procedures on file with the Planning Department including the coordinated review by other city departments and divisions as determined by the zoning administrator.

2. Administrative approval including all applicable conditions and requirements shall be made in writing by the zoning administrator. The applicant, in addition to all other applicable requirements, shall submit a written acknowledgment of that approval prior to the commencement of any development and prior to the issuance of any permits.

3. Any unresolved dispute as to administrative interpretation of this code, this title, or policy requirements may be formally appealed pursuant to this title.

4. Any variance proposal will automatically require the entire application to be processed in accordance with the planning commission review and city council approval provisions of section 10-3-4 of this title.

5. Any new use not approved under the existing conditional use permit and is classified as a conditional use in the corresponding zoning district, shall require the entire application to be processed in accordance with the requirements for conditional uses, section 10-3, article A of this title.

6. The zoning administrator may waive or modify data submission application requirements if the zoning administrator determines previously made submissions for the property substantially address the information needed to evaluate the requested modifications.

Section Two. Amendment. Title 10, Chapter 15, Section 10-15J, SITE PLAN REVIEW of the Inver Grove Heights City Code is hereby amended to add section 10-15J-14 to read as follows:

10-15J-14: AMENDMENTS TO APPROVED SITE PLANS:

C. Within the I-2 District only, modifications to the previously approved site plan for a Major or Minor project shall be allowed by administrative review subject to the following procedural requirements:

1. Plan review will be in accordance with established procedures on file with the Planning Department including the coordinated review by other city departments and divisions as determined by the zoning administrator.

2. Administrative approval including all applicable conditions and requirements shall be made in writing by the zoning administrator. The applicant, in addition to all other applicable requirements, shall submit a written acknowledgment of that approval prior to the commencement of any development and prior to the issuance of any permits.

3. Any unresolved dispute as to administrative interpretation of this code, this title, or policy requirements may be formally appealed pursuant to this title.

4. Any variance proposal will automatically require the entire application to be processed in accordance with the planning commission review and city council approval provisions of section 10-3-4 of this title.

5. Site plan modifications involving conditionally permitted uses are subject to the review requirements found in chapter 3, article A of this title.

6. The zoning administrator may waive or modify data submission application requirements if the zoning administrator determines previously made submissions for the property substantially address the information needed to evaluate the requested modifications.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 10, (ZONING ORDINANCE) REGARDING CHANGES TO PERMITTED AND CONDITIONAL USES WITHIN THE I-2, GENERAL INDUSTRY ZONING DISTRICT AND TO TITLE 10-15-10 RELATING TO EXTERIOR STORAGE IN THE I-2, GENERAL INDUSTRY ZONING DISTRICT

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

Section One. Amendment. Title 10, Chapter 6, LAND USE MATRICES of the Inver Grove Heights City Code is hereby amended to add the following:

10-6-2: LAND USES IN ALL NONRESIDENTIAL DISTRICTS:

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Additional building height (see section 10-5-8 of this title)	C	C	C	C	C	C	C	C	C	C	C	C
Adult uses (see chapter 15, article F of this title)			C			C						
Airport						C						
Antennas												
Commercial (see chapter 15, article G of this title)	A	A	A	A	A	A	A	A	A		A	A
Noncommercial (see exception in subsection 10-15G-2B of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Antique shop		P	P	P								
Appliance store		P	P	P								
Art studio (nonretail)	P									P	C	
Auto auction sales								C				

Auto parts and accessories store, no on site shop or repairs		P	P	P								
Auto repair												
Major			A			P						
Minor			P	C		P						
Automobile and off highway vehicle sales			C									
Automobile body shop			A			P						
Automobile rental business		C										
Automobile service - as accessory to retail sales (see section 10-15-24 of this title)				C								
Automobile service center			C									
Automobile service station (see section 10-15-23 of this title)		C	C	C		P						
Bagel shop	P	P	P	P				A	P			
Bakeries - retail		P	P	P					P	C		
Bank (see section 10-15-25 of this title)	P	P	P	P					P			
Bar (tavern)		C	P	P								
Barber/beauty shop	C	P	P	P					P	C		
Bicycle sales and repair		P	P	P					P	C		
Billboard (see section 10-15E-6 of this title)						C			P - C			
Boat and marine sales (enclosed building)			P	P								
Body art establishment (see section 10-15-32 of this title)		P	P	P		C						
Bookstore		P	P	P						C		
Bottling works						P						
Building materials yard			C	C		C						
Bus terminal			C	P								

Bus terminal and repair garage							P						
Business and trade school			C				C		C				
Car wash		P	A	A									
Cemetery, including mausoleum and columbarium										P			
Church			C							P			
Clothing store		P	P	P									
Clubhouse and other golf course structures										A			
Coffee shop	P	P	P	P						A	P		
Commercial greenhouse			P										
Commercial kennels, daycare (see definition of "kennel, commercial daycare" in section 10-2-2 of this title)			C										
Commercial television and radio transmitters										G			
Community gardens	P	P	P	P	P	P	P	P	P	P	P	P	P
Construction office/trailer, temporary	P	P	P	P	P	P	P	P	P	P	P	P	P
Contractor's shop - indoor							P		P				
Contractor's yard - outside but enclosed with fence							C		C				
Convenience store with gas sales (see section 10-15-23 of this title)	C	C	C	C							C		
Convention center			C										
Convents, seminaries, monasteries, and nunneries; rectories, parsonages and parish houses; religious retreats when accessory to a place of worship										A			
Copy center	C	P	P	P							P	C	C
Crematorium		P	P	P									

Daycare facility	C	C	C	C					C	C		
Dessert shop		P	P	P						P	C	
Drinking establishment (see "bar [tavern]" in this section)												
Drugstore		P	P	P						P		
Dry cleaning; laundry pick up stations	C	P	P	P						P	C	
Electrical, heating, plumbing, and appliance repair			C			P		P				
Enclosed maintenance facility when architecturally compatible with the surroundings						C		C	C			
Essential services	P	P	P	P	P	P	P	P	P	P	P	P
Essential services buildings	C	C	C	C	C	C	C	C	C			
Fences (see section 10-15-12 of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Floor covering stores		P	P	P								
Florist - retail sales		P	P	P							C	
Fuel storage and dispensing with conditions: a) Exclusive use by owner; b) No retail sales except for propane	P					P		P				
Fuel storage tank such as crude oil, gasoline, natural gas, propane and other fuels								C				
Furniture store		P	P	P								
Gallery	C	P	P	P								
Game arcade		C	P	P								
Garden supply store			P	P								
Outdoor sales and display area			A	A								
Gift shop		P	P	P							C	
Golf course									P			

Grocery store		P	P	P							
Hardware store		P	P	P							
Higher education facilities								P			
Hobby shop		P	P	P							
Home improvement center			C	P							
Outdoor sales and display				A							
Hospital								P			
Impound lot (see section 10-15-29 of this title) and Auto Auction Sales					C		C				
Interior decorating store	P	P	P	P							
Jewelry store		P	P	P						C	
Laundromat		P	P	P				P			
Laundry					P						
Liquor store		C	P	P						C	
Locksmith		P	P	P							
Manufacturing and assembly					C	C	P				
Sales and service of semitrailers, trucks and trailers, including equipment, parts and tires							A				
Marina			C		C						
Massage therapy, licensed	P	P	P	P							
Meat processing and packaging (no slaughtering permitted)							P				
Medical and dental clinics (see also "clinic (medical and dental)" in this section)	P	P	P	P				P	C	C	
Medical complexes and facilities	C			C	C	P			C	C	
Ministorage facilities (including caretaker quarters) and outdoor vehicle storage			C			C		P			

Mortuary		P	P	P								
Motel/hotel			P	C							C	
Multiple-family dwellings when attached to business										P		
Municipal community center and recreation facilities										P		
Municipal government administration buildings, fire stations, and police stations										P		
Museum	C									P		
Music store		P	P	P								
Music studio												
Nonretail	P	P	P	P						P	C	
With incidental sales	C	P	P	P						C		
Newspaper and publishing office			P	P								
Nightclub (providing structure is more than 100 feet from R zoned property)			C									
Nursing home										C		
Off street parking	A	A	A	A	A	A	A	A	A	A	A	A
Office:												
Showroom						P		P				
Trucking terminal						C		C P				
Warehouse						C	P	P				
Office building	P	P			P		P	P		P	C	C
Office supply store		P	P	P								
Open sales lot (excludes automobile and off highway vehicle sales lots)		C	C			C		C P				
Optical/eyeware sales:												
<1,000 square feet floor area	C	P	P	P							C	

>1,000 square feet floor area		P	P	P								
Outdoor storage			C			C		CP ^{1,2}				
Outdoor storage associated with municipal government use only									P			
Packaging, cleaning, repair or testing (enclosed building)						P	P	P				
Paint and wallpaper sales		P	P	P		C		C				
Pawnshop, licensed			P									
Personal gardens	P	P	P	P	P	P	P	P	P	P	P	P
Pet shop (no boarding)		C	P	P								
Photo processing with film sales	C	P	P	P						P		
Photography studio (nonretail)	P	P	P	P						P	C	
Photography supply and processing		P	P	P								
Picture framing	P	P	P	P							C	
Places of worship			C						P			
Playhouses	C	P	P	P					P			
Post office			P	P								
Printing and publishing:						P	P	P				
<14,000 square feet floor area			P									
Private lodges and clubs		C	C						P			
Private motor fuel dispensing station (see section 10-15-23 of this title)	C					C		CP				
Processing and treatment						C	C	CP				
Professional offices, not within office building	P	P	P	P	P	A	P	A	A		C	
Public and private schools									P			
Public libraries and art galleries									P	P		

Public parks and playgrounds										P		
Radio and television studios	C											
Recreation centers			C							P		
Research and development facilities (indoor only)	P			C	C	C	P	C			C	C
Restaurant:	P	P	P	P	P						C	
Fast food (see section 10-15-25 of this title)		C	C	C	C							
Within a clubhouse on a golf course										A		
Retail, general:												
<1,000 square feet		P	P	P							C	
> or = 1,000 square feet			P	P								
Service of semi tanks, trucks and trailers (except as prohibited by the Fire Code), including equipment, parts and tires									C			
Shelter for battered women when accessory to at least one of the following: place of worship, academy, higher education facility, or hospital										C		
Shoe repair		P	P	P								
Signs (see chapter 15, article E of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Single-family dwelling:												
Attached										P		
Existing (see section 10-10F-4 of this title)											P	
Small appliance repair		P	P	P								
Sporting goods store		P	P	P								
Stone and monument sales			C			C			C			
Studios: dance, exercise, marshal arts, etc.:												
<2,000 square feet in floor area	C	P	P	P							P	
> or = 2,000 square feet in floor area		P	P	P								

~~1. Outdoor storage shall only be permitted as an accessory use and by conditional use permit.~~

~~2. 1. Outdoor storage shall be screened by a fenced enclosure from the public right of way, residential uses, and any non-I-2 zoned property. At a minimum, the fence shall consist of a six foot (6') high solid wood fence.~~

~~3. 2. The enclosure shall not encroach into any established front building setback, and it shall not encroach into any side or rear yard parking setback.~~

~~4. 3. The enclosure shall not interfere with any pedestrian or vehicular movement.~~

~~5. 4. The items to be stored shall not exceed the height of the enclosure, except for vehicles or large equipment.~~

~~6. 5. The storage area shall not occupy required parking spaces or landscape areas.~~

~~7. 6. The storage area shall be surfaced with concrete, bitumin, class V gravel, or an approved equivalent. The surface shall be maintained to prevent deterioration, dust and erosion.~~

~~8. 7. The outdoor storage shall only be conducted by an occupant of the principal building and shall be accessory thereto.~~

~~9. 8. The outdoor storage area shall be set back a minimum of one hundred feet (100') from the lot boundary of any A, E, or R district.~~

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa 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: **CITY OF INVER GROVE HEIGHTS – CASE NO. 16-29ZA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment relating to administrative review of major site plan reviews for the I-2, General Industry Zoning District. No notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the two ordinance amendments being presented tonight were discussed by City Council in an effort to streamline the process for amendments to previously approved plans. Mr. Hunting advised that the I-2 zoning district, which was intended to be heavier industrial, exists in two areas of the City; one is in the southeast part of the City along Clark Road and Highway 52/55 and the other is the NSP site on the west side of Highway 3. Staff does not anticipate any redevelopment of the NSP site; therefore this application is essentially limited to the one small area. Per Council direction, staff prepared an ordinance amendment to allow administrative review of amendments to previously approved conditional use permits and site plan reviews in the I-2 zoning district. Staff would still do a full review of any application against the ordinance requirements, but it would be done at a staff level and would be issued with the building permit. Any new conditional uses, variances or changes to conditions of approval would still require a public hearing and review by the Planning Commission and City Council. Staff recommends approval of the request.

Commissioner Scales asked if the City could require something be corrected should staff inadvertently miss something during their administrative review.

Mr. Hunting replied that was a difficult question to answer as it would depend on what was missed, the level, and when it was discovered.

Commissioner Scales stated he was concerned about having one less level of scrutiny, although he understood the reason for trying to speed up the process.

Commissioner Robertson was also concerned about losing that additional level of scrutiny, stating that the Planning Commission has often raised issues that had not initially been brought up. She asked if the recent request for a change related to front yard setbacks in Blackstone Ponds would be affected by this amendment.

Mr. Hunting replied it would not as staff could only administratively approve an application that meets performance standards. The recent Blackstone Ponds request did not comply with the code so it would have to go through the public review process.

Chair Maggi noted that anyone requesting reduced setbacks would have to go through the public review process.

Commissioner Weber asked for clarification of a statement in the report that building projects consisting of less than 10% of the floor area (500 square feet maximum) would require no site plan review, just a building permit.

Mr. Hunting advised that that language was already in place in the current ordinance.

Commissioner Wippermann stated his understanding is that this amendment was precipitated by a project on Clark Road in which someone constructed a building and then later built a second identical building but had to go through the process twice. He questioned why the developer did not ask for approval for both buildings right away rather than having to go through the process twice.

Mr. Hunting replied that staff has always suggested that applicants come through with the entire project at once if they know their future plan.

Commissioner Wippermann noted there had been a lot of building in the Clark Road area recently and asked how many acres were still available for development.

Mr. Hunting replied he was unsure of the acreage size but believed there were 2-3 parcels remaining.

Commissioner Wippermann stated the proposed amendment would apply to only a limited amount of projects as there were so few acres remaining.

Commissioner Robertson asked for clarification that this would apply to only two areas of the City – Clark Road and the NSP site.

Mr. Hunting replied in the affirmative.

Tom Link, Community Development Director, explained that the Council's rationale was that the area on Clark Road/Highway 52 is a heavy industrial area with very few residents living there. The proposed amendment would have a limited application to that one neighborhood and there would not be as many conflicts as you might find elsewhere in the community.

Opening of Public Hearing

There was no public testimony.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Robertson stated this amendment would provide a good opportunity to streamline the process and be more welcoming to new business.

Commissioner Niemioja supported the request.

Planning Commission Recommendation

Motion by Commissioner Robertson, second by Commissioner Weber, to approve the request for an ordinance amendment relating to administrative review of major site plan reviews for the I-2, General Industry Zoning District.

Motion carried (9/0). This item goes to the City Council on September 12, 2016.

CITY OF INVER GROVE HEIGHTS – CASE NO. 16-30ZA

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment relating to changes to permitted and conditional uses in the I-2, General Industry Zoning District. No notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that Council discussed changing many of the existing conditional uses in the I-2 district to permitted uses as a means of streamlining the process. Staff is also using this opportunity to do some cleanup and remove some oddball uses. The proposed amendment would include changing a contractor's yard and open storage to a permitted use, semi-truck repair would not be a permitted use but they would check with the Fire Marshal to make sure no additional language should be included, commercial telecommunication and radio towers would be combined, paint and wallpaper sales, stone and monument sales, and meat processing would be removed, impound lots and auto auction sales would be combined, warehousing, wholesaling, and distribution would be changed to a permitted use, a maximum height of 45 feet would be allowed as a permitted use for wind power converters, and mini-storage, including outdoor vehicle storage, would be added to the list of permitted uses.

Commissioner Weber noted that meat processing was currently a permitted use only in the I-2 district, and asked if staff was considering allowing it as a conditional use in another district.

Mr. Hunting replied that staff was recommending it be removed from the I-2 district and not allowed in any other district either. He explained that previously there was a meat processing company off of Clark Road which has since left.

Commissioner Weber questioned whether a VonHanson's or other meat market could locate to the City.

Mr. Hunting replied that a meat market such as VonHanson's would be considered retail sales rather than meat processing.

Commissioner Simon pointed out a few typographical errors in the land use table.

Mr. Hunting advised he would make the referenced changes.

Opening of Public Hearing

There was no public testimony.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Lissarrague, to approve the request for an ordinance amendment relating to changes to permitted and conditional uses in the I-2, General Industry Zoning District.

Motion carried (9/0). This item goes to the City Council on September 12, 2016.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: August 11, 2016

CASE NO.: 16-29ZA

HEARING DATE: August 16, 2016

APPLICANT AND PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Zoning Code Amendment relating to changes to Major Site Plan Review regulations

LOCATION: N/A

COMP PLAN: N/A

ZONING: N/A

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Over a series of work session meetings, the City Council has discussed changes to the Major Site Plan Review procedure to stream line the process for amendments to previously approved plans. The following is a quick time frame of the actions to date:

November 2, 2015 – Council begins discussions regarding proposed changes to the Major Site Plan Review process.

January 5 and 19, 2016 – Planning Commission reviews and discusses possible changes to the procedure.

February 1, 2016 – Council discusses Planning Commission’s recommendation and provides further direction to staff for possible changes.

April 4, 2016 – Council discusses further refinements to possible changes.

June 6, 2016 – Council makes final suggested changes and authorizes staff to proceed with ordinance and public hearing.

ANALYSIS

Staff has prepared an ordinance amendment to address Council’s direction. The ordinance does the following:

1. The changes to the Major Site Plan Review and conditional use permit procedure apply only to the I-2, General Industry Zoning District.
2. Changes are designed to: 1) speed up the review process, 2) reduce costs, 3) still provide professional review of site plans, 4) still have a full compliance check of plans against ordinances.

Staff noted that along with the site plan review process, conditional use permits are reviewed in a similar manner. Both have approved site plans and both require a full public process for amendments to the site plan. A new section has been drafted which provides the following:

1. Modifications to approved site plans may be allowed by administrative review.
2. Revised plans must be submitted in accordance with established procedures and must be reviewed by all appropriate departments (planning, engineering and Inspections). Meetings may still need to be set up with the applicant to discuss the plans. This would be done concurrent with the building permit review.
3. Staff will review the plans and provide written comments if the plans do not meet ordinance requirements.
4. Only the information necessary to review the amendment would be required to be submitted. A full plan set submittal may not always be necessary.
5. This procedure only applies to revisions to the site plan. Any new conditional uses, variances or changes to conditions of approval would still require a public hearing and review by the Planning Commission and City Council.
6. Some plan revisions may require changes to storm water plans which in turn, may require Council to approve modifications to existing storm water management plans or other related agreements.
7. This procedure applies to both the Major Site Plan and Conditional Use Permit process.

ALTERNATIVES

The Planning Commission is to make a recommendation to City Council regarding the proposed ordinance amendment which addresses the following:

- A. Recommend amending Ordinance Chapters 3A Conditional Uses and Chapter 15J Site Plan Review to allow administrative review of amendments to approved conditional use permits and site plan reviews.

Attachments: Draft Ordinance Amendment
Staff Memos to Council and Planning Commission
Previous Planning Commission Recommendation

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) CHAPTERS 3A, CONDITIONAL USES AND
CHAPTER 15J SITE PLAN REVIEW, TO ALLOW ADMINISTRATIVE REVIEW OF
AMENDMENTS TO APPROVED CONDITIONAL USE PERMITS AND SITE PLAN
REVIEWS

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

Section One. Amendment. Title 10, Chapter 3A-5, REVIEW BY PLANNING COMMISSION; ACTION BY COUNCIL of the Inver Grove Heights City Code is hereby amended to add section (C) as listed below:

10-3A-5: **REVIEW BY PLANNING COMMISSION; ACTION BY COUNCIL:**

C. Within the I-2 District only, modifications to the previously approved site plan of an approved conditional use permit shall be allowed by administrative review subject to the following procedural requirements:

1. Plan review will be in accordance with established procedures on file with the Planning Department including the coordinated review by other city departments and divisions as determined by the zoning administrator.

2. Administrative approval including all applicable conditions and requirements shall be made in writing by the zoning administrator. The applicant, in addition to all other applicable requirements, shall submit a written acknowledgment of that approval prior to the commencement of any development and prior to the issuance of any permits.

3. Any unresolved dispute as to administrative interpretation of this code, this title, or policy requirements may be formally appealed pursuant to this title.

4. Any variance proposal will automatically require the entire application to be processed in accordance with the planning commission review and city council approval provisions of section 10-3-4 of this title.

5. Any new use not approved under the existing conditional use permit and is classified as a conditional use in the corresponding zoning district, shall require the entire application to be processed in accordance with the requirements for conditional uses, section 10-3, article A of this title.

6. The zoning administrator may waive or modify data submission application requirements if the zoning administrator determines previously made submissions for the property substantially address the information needed to evaluate the requested modifications.

Section Two. Amendment. Title 10, Chapter 15, Section 10-15J, SITE PLAN REVIEW of the Inver Grove Heights City Code is hereby amended to add section 10-15J-14 to read as follows:

10-15J-14: **AMENDMENTS TO APPROVED SITE PLANS:**

C. Within the I-2 District only, modifications to the previously approved site plan for a Major or Minor project shall be allowed by administrative review subject to the following procedural requirements:

1. Plan review will be in accordance with established procedures on file with the Planning Department including the coordinated review by other city departments and divisions as determined by the zoning administrator.

2. Administrative approval including all applicable conditions and requirements shall be made in writing by the zoning administrator. The applicant, in addition to all other applicable requirements, shall submit a written acknowledgment of that approval prior to the commencement of any development and prior to the issuance of any permits.

3. Any unresolved dispute as to administrative interpretation of this code, this title, or policy requirements may be formally appealed pursuant to this title.

4. Any variance proposal will automatically require the entire application to be processed in accordance with the planning commission review and city council approval provisions of section 10-3-4 of this title.

5. Site plan modifications involving conditionally permitted uses are subject to the review requirements found in chapter 3, article A of this title.

6. The zoning administrator may waive or modify data submission application requirements if the zoning administrator determines previously made submissions for the property substantially address the information needed to evaluate the requested modifications.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SITE PLAN REVIEW REGULATIONS

Meeting Date: November 2, 2015
 Item Type: Work Session
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

PURPOSE/ACTION REQUESTED

Council directed staff to provide a summary of the current Site Plan Review procedures and purpose.

BACKGROUND

The current regulations on Site Plan Review were put into place in 2002 as part of the overall update of the Zoning Ordinance. Prior to 2002, all new non-residential buildings and additions were required to go through the subdivision platting process if, the land was not already platted. This was a means to provide a public notice of a request to neighboring property owners and review by the Planning Commission and City Council. The old rules did not include development of existing platted property, meaning if the project was a permitted use and was already platted, it did not require any review by Planning Commission and City Council. It was determined that requiring platting of the property added unnecessary expense and time since platting did not have a direct impact on building development.

During the 2002 zoning ordinance update, the process was reviewed by the Planning Commission and City Council to find a way to stream line and reduce some of the unnecessary burdens required by platting. The City Council looked for an alternate form to review projects and still achieve the following purposes:

- Provide the City Council with the authority to review and approve significant commercial and industrial buildings.
- Provide a public process whereby surrounding property owners are informed of commercial and industrial construction and have an opportunity to provide comment and express concerns.
- Provide a less expensive, streamlined, and “pro-business” review process. The Site Plan Review process replaced the previous platting regulations, which required a more costly review and took 4-6 months.

ANALYSIS

Summary of current ordinance

The Site Plan Review ordinance is broken down into two primary categories; minor projects and major projects.

Minor Projects:

Type

Building projects consisting of less than 10% floor area (500 sq ft max).

Building projects consisting of up to 30% floor area expansion.

Major Projects:

Construction on a parcel of new structures on either vacant or redevelopment sites or building projects consisting of greater than 30% floor area expansion.

Review

No site plan review. Building permit only.

Administrative review.
Building permit review.

Staff, Planning Commission and City Council review.

Past Site Plan Reviews

Over the past 5 years, there have been 11 major site plan review applications:

Amazing Grace Church
Vermillion State Bank
Absolute Trailer
Dakota County Library
ISD 199 Hill Top Elementary
Flint Hills Resources
CHS parking expansion
Biagini Properties cemetery expansion
Power Dynamics
Steve Watrud
Athlos Academy

Other Cities Review Process

EAGAN: Some commercial and industrial projects require site plan approval while others do not. A site plan review process is not required for permitted commercial and industrial projects on regularly zoned property. No review by Planning Commission or City Council is required. A site plan review process is required when amending existing PUD projects. In this case, the projects are reviewed by Planning Commission and City Council.

COTTAGE GROVE: Utilizes a modified public review process for commercial and industrial projects. Requires notification of surrounding properties, but does not have a formal public hearing. The projects are reviewed by Planning Commission and City Council.

ROSEMOUNT: Requires a Site Plan review for commercial and industrial projects proposing expansion greater than 30% of existing building. The process is very similar to Inver Grove Heights. It requires a

public hearing and notice to surrounding properties and is reviewed by Planning Commission and City Council.

CONCLUSIONS AND RECOMMENDATIONS

If there is no site plan review process, site plans, storm water plans, grading plans and landscape plans will still be required for the building permit. This will require staff review, possible staff review meeting with the applicant, and revised plans. The review and approval time frame would still take several weeks to process a building permit. Eliminating or reducing the site plan review process, switches the time frame and process from a public review (planning commission and city council) to staff level review for approval. In any case, many projects may still require improvement agreements, storm water maintenance agreements, and easement agreements. All these agreements require City Council approval.

Staff requests further direction from Council.

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Planning Commission

FROM: Allan Hunting, City Planner

DATE: December 30, 2015

SUBJECT: REVIEW OF MAJOR SITE PLAN PROCESS AND I-2 PERMITTED AND CONDITIONAL USES

At the November Council work session, the Council started discussions on considering amending the zoning ordinance as it relates to the Major Site Plan Review process and possible changes to the allowed uses in the I-2 District. With only one meeting of discussion, it is unknown what direction Council is considering. The Council did indicate they wanted some direction from the Planning Commission on what changes may seem reasonable. Staff prepared memos summarizing the Major Site Plan Review process and uses in the I-2 district for Council that were discussed at the November work session.

Staff recommends the discussion with the Planning Commission occur over at least two meetings. The January 5 discussion is intended for staff to provide an overview and summary of the regulations. Discussion can follow if there are questions at this point. The item would be brought back at a second meeting, most likely on January 19 for further Planning Commission input.

What generally came out of the Council discussion is as follows:

- What degree of regulation do we want covering commercial and industrial projects?
- What role should Staff, Planning Commission and City Council have with commercial and industrial projects?
- Should neighbors and public be informed of these projects and be able to comment at a commission or council meeting?
- What type of uses should be allowed in the I-2, General Industrial district? Should they be permitted or conditional?

Please review the two attached staff memos as background for discussion.

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Planning Commission

FROM: Allan Hunting, City Planner

DATE: January 13, 2016

SUBJECT: REVIEW OF MAJOR SITE PLAN PROCESS AND I-2 PERMITTED AND CONDITIONAL USES

Staff provided the Commission with some background information at the last meeting regarding the list of I-2 district uses and the Major Site Plan Review process. The objective of the second meeting is to formulate a recommendation to the Council on your view of the major site plan review process and what uses in the I-2 district should either be removed or changed from conditional to permitted.

In general, this is what Council is asking the Commission to comment on:

- What degree of regulation do we want covering commercial and industrial projects?
- What role should Staff, Planning Commission and City Council have with commercial and industrial projects?
- Should neighbors and public be informed of these projects and be able to comment at a commission or council meeting?
- What type of uses should be allowed in the I-2, General Industrial district? Should they be permitted or conditional?

As you review the uses in the I-2 district, please keep in mind that the conditional use category is used for those uses that under some circumstances and following criteria listed in the ordinance may be suitable in particular areas. The ordinance identifies that conditional uses must be compatible with existing and proposed uses and must factor in characteristics of the use as they relate to:

- Aesthetics/ exterior appearance
- Noise
- Traffic
- Drainage
- Fencing, landscaping and buffering
- Size and shape
- Topography

- Vegetation
- Other natural and physical features
- Access
- Traffic volumes and flows

Staff will present the Planning Commission's recommendations to Council at the February 1st, 2016 work session. At that point, staff expects further direction from Council on next steps for this project.

List of **Permitted** uses in the I-2 zoning district:

- Contractor's shop – indoor
- Electrical, heating, plumbing, and appliance repair
- Fuel storage and dispensing with conditions:
 - Exclusive use by owner and no retail sales except for propane
- Manufacturing and assembly
- Meat processing and packaging (no slaughtering permitted)
- Office/warehouse
- Office building
- Packaging, cleaning, repair or testing (enclosed building)
- Printing and publishing

List of **Conditional** uses in I-2 zoning district:

- Auto Auction Sales
- Billboards
- Commercial television and radio transmitters
- Contractor's yard – outside but enclosed with a fence
- Enclosed maintenance facility
- Essential services buildings
- Fuel storage tank such as crude oil, gas, natural gas, propane and other fuels
- Impound lot
- Office/trucking terminal
- Open sales lot (excludes automobile and off highway vehicles sales lot)
- Outdoor storage
- Paint and wallpaper sales
- Private motor fuel dispensing station
- Processing and treatment
- Research and development facilities
- Service of semi tanks, trucks, and trailers including equipment, parts and tires
- Stone and monument sales
- Tower, telecommunications
- Truck and freight terminal
- Wind power converter

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: January 19, 2016

SUBJECT: Continuation of Site Plan Review and I-2 Uses Discussion

Chair Maggi stated this discussion was a continuation of their last meeting. She noted this was not an official public hearing at this point but rather a general discussion regarding the two topics.

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that Commissioners are being asked to discuss what role staff, the Planning Commission, and City Council should have with commercial and industrial projects (i.e. should approvals be at a staff level, should there be some public involvement, planning commission involvement, etc.) Council is also requesting comment on what type of uses should be allowed in the I-2, General Industrial district and whether they should be conditional or permitted. Permitted uses are an allowed use as long as the performance standards are met, whereas conditional uses generally fit in that zoning category but may have characteristics which the City Council can address with added conditions. He asked Commissioners to look at the list of conditional uses for the I-2 district and to factor in characteristics of the uses as stated in the report, such as aesthetics, noise, traffic, drainage, fencing/landscaping, size//shape, topography, etc.. Planning Commission comments will be forwarded to the City Council for discussion at their February 1 work session.

Site Plan Review Discussion

Chair Maggi recommended the two items be discussed one at a time. She questioned why the credit union being built in Argenta Hills did not come before the Planning Commission.

Mr. Hunting replied that was approved as part of the Target PUD development plan. The Planning Commission had reviewed the general site plan for Target and the six adjoining building pads. A bank had always been planned for that location; since the credit union was generally consistent with the approved PUD plan it did not need to come back before the Planning Commission.

Chair Maggi asked if the City had received complaints from businesses about the length of time it takes to go through the process, or was staff aware of businesses that had not come to Inver Grove Heights because of the current process.

Mr. Hunting replied that to his knowledge in general they were not seeing concerns regarding the current process, and he noted that the surrounding cities had similar processes. He stated it was difficult to determine whether businesses had not come to the City because of the site plan review process.

Commissioner Klein asked how many residents lived adjacent to I-2 zoned properties, stating he could think of only three.

Mr. Hunting replied he was aware of only three residents next to the eastern pocket of I-2 zoning. The other I-2 area in the southwestern portion of the City was owned by Northern States Power. This was surrounded by larger lot homes; however, they had an open space buffer area around their developed area which minimized the impact.

Commissioner Wippermann noted there were additional residential homes directly north of the eastern I-2 properties just north of the railroad tracks.

Mr. Hunting agreed there were some houses in the vicinity, but stated he did not believe there were any directly abutting the I-2 zoned properties. He advised that some could be vacant as Koch Refinery purchased many parcels in the area.

Commissioner Robertson asked if it was anticipated that these would remain the only two I-2 areas in the City.

Mr. Hunting replied in the affirmative, stating the current comprehensive plan had no other areas guided for heavier uses.

Mr. Link pointed out that the major site plan review process would affect all commercial and industrial properties throughout the City; not just the I-2 district.

Chair Maggi asked if it was correct that Commissioners were being asked 1) if they were comfortable with the current major site plan review process and 2) should any conditional uses in the I-2 district be changed to permitted uses.

Mr. Link replied in the affirmative.

Chair Maggi asked Commissioners if there were any recommended changes to the site plan review process or did they feel comfortable with the current process.

Commissioner Niemioja did not feel a change would be beneficial. She noted that the Parks Director previously stated that one of the missions of the City was to engage people. Allowing residents near a commercial property an opportunity to have a dialog supported that mission.

Chair Maggi agreed, stating it made sense to get public comment on the past major site plan reviews.

Commissioner Wippermann stated he would not be in favor of anything that lessened the ability of residents to have formal input into the process and questioned whether they were trying to solve a problem that does not exist.

Chair Maggi summarized that Commissioners have not seen a reason to change the existing process, based on their work on the Planning Commission.

I-2 Uses Discussion

Chair Maggi advised that the Planning Commission was not holding a public hearing this evening.

Mr. Grannis stated he received notice of the meeting.

Chair Maggi stated Mr. Grannis was welcome to provide comment, but noted this was not a public hearing but rather a Planning Commission discussion as requested by City Council.

Vance Grannis Jr., 9249 Barnes Avenue, stated he brought these two items to the Council's attention, however, what he had suggested was a little different from what was being discussed tonight. The reason he brought this forward was because our city has a reputation in the development community of being the worst and most expensive place to try to do a development, whether it be residential or industrial. He stated that both councilmembers and the city administrator would likely agree that they have heard from others that this is the perception. Regardless of whether or not this is true, that is the perception and something needs to be done to improve the process and eliminate that reputation. Mr. Grannis advised that he drafted an ordinance that does not eliminate the major site plan review process completely, but rather only those that duplicate previous reviews. He advised that the duplication results in extra time and expense. A major site plan review requires a large fee which exacerbates the perception of being the most expensive place to develop. If it is not needed, it should be eliminated.

Chair Maggi asked Mr. Grannis to provide examples of where there was duplication of effort.

Mr. Grannis replied that the Watrud properties request was one example. He stated Mr. Watrud had to go through the review process two or three times, resulting in multiple fees and a great deal of time, however, the plan had not changed. He questioned why a major site plan review would be necessary if the applicant had already gone through a platting or rezoning request and the same things had been reviewed under that previous permit. He stated that conditional uses were uses that were generally not suitable in a particular zoning district, but which could be suitable under some circumstances. He questioned why some of the I-2 uses would not be suitable next to the largest landfill in the metro area.

Chair Maggi asked Mr. Grannis if his recommendation would be to change all conditional uses in the I-2 district be changed to permitted uses.

Mr. Grannis replied not necessarily all of the uses, but he would like to know which uses Commissioners did not feel would be generally suitable. He advised that many of the conditions attached to conditional use permits were already required in other parts of the City Code.

Commissioner Lissarrague asked Mr. Grannis his opinion as an attorney about the issue of conditions attached to conditional use permits and costs.

Mr. Grannis replied that no one wants to get into a lawsuit. Developers have to decide whether they want to 1) comply with the conditions, in spite of the fact that it is costly, 2) choose not to develop, or 3) enter into a lawsuit.

Commissioner Simon advised that many of the conditions Mr. Grannis had mentioned were general conditions for anyone, including homeowners.

Mr. Grannis replied that was his point, that a conditional use permit was not needed for that.

Commissioner Simon stated the conditions give the City the ability to ensure the requirements are met.

Mr. Grannis replied that the applicant does not have to agree to something to make that argument. He stated conditional use permits were a way of micro-managing the City and getting additional fees.

Commissioner Klein stated he would prefer to get the tax money than the application fees.

Chair Maggi asked if the fees of surrounding cities were dramatically less than Inver Grove Heights.

Mr. Grannis replied that because of the duplication, two Inver Grove Heights fees end up being more expensive than when compared to other cities. He advised he was not here to debate whether Inver Grove Heights was the most expensive city or not in terms of fees, time, and income lost because of the delay. Rather he was asking that the Commission suggest to Council that they try to eliminate duplication, and also that they review the conditional uses in the I-2 district and remove those that they feel should be changed to permitted uses, keeping in mind it was next to a landfill.

Commissioner Robertson stated on the flip side there have been numerous instances in which an entity has located next to a landfill and ultimately contaminated the landfill and created challenges to the water supply, etc. She stated that every entity, even a landfill, has the potential of being impacted by a neighboring use. She added that even a billboard could be an environmental hazard, which is why the definition of conditional use as it is stated recognizes the fact that certain things will be appropriate in certain conditions and not appropriate in others. The conditional use permit process allows the City the means to make a decision about what is appropriate and not appropriate.

Mr. Grannis advised he did not disagree with that statement, but simply wanted Commissioners to review the list of conditional uses and determine whether any of those uses could be changed to permitted uses.

Commissioner Niemioja stated in her one year on the Planning Commission she had only heard one other person reference difficulty in developing in Inver Grove Heights and she questioned whether perhaps it was more important to implement the existing code better rather than changing it.

Chair Maggi stated perhaps it was more of a marketing problem.

Commissioner Niemioja agreed, stating or perhaps it was a communication issue between us and a developer.

Mr. Grannis stated this would not necessarily be a cure all but rather a first step. He advised that some developers do not want to complain for fear of getting turned down. He advised that Commissioner Klein likely encountered this situation when he was a councilmember.

Commissioner Klein recalled that CG Ryan Corporation built an apartment complex in the City and stated they would never do it again. He asked Mr. Krech if Mr. Grannis was correct about the perception of Inver Grove Heights in the development community.

Willie Krech, 9574 Inver Grove Trail, questioned why applicants had to go through the major site plan review process as long as they had met the requirements, hired registered engineers, and were in the appropriate zoning. In the event someone does not meet the guidelines, the City has people that can enforce the ordinance. In Mr. Watrud's situation he built two identical buildings on I-2 zoned property. He agreed with Mr. Watrud that he should have been able to just get a building permit rather than going through a site plan approval – a process that delayed his project by two months. In regard to the previous discussion regarding parks, he advised that if the County built a park in the City it would take up the whole Northwest Area since their standard regional park was over 1,000 acres. He noted there were other nearby County parks available such as Holland Jensen, Lebanon Hills, etc., and he assured Commissioners they would find a good location for parks in the Northwest Area as well as trails.

Commissioner Klein stated the problem was that Commissioners had not seen the plan.

Chair Maggi commented that Commissioners asked for a review of the park plan at their last meeting. Tonight the Parks Director provided a review which was a very quick response.

Mr. Krech replied that the park plan has been available for years.

Chair Maggi agreed, stating Commissioners could have looked for it.

Chair Maggi stated she was going to return to the review of the site plan procedure, and reminded everyone that since this was not a public hearing they did not have a balance of input from the public. She stated it was her understanding that Commissioners felt there was no need to fix the site plan procedure as it was not broken.

Commissioner Robertson stated this was also an opportunity to clarify that the Planning Commission values all opportunities for public input in site plan reviews as it can identify concerns.

Chair Maggi stated that Commissioner Robertson's comment carried over to the discussion regarding conditional use versus permitted use in that residents in this City are passionate about what is going on and it was important to provide a process that allowed for public input.

Commissioner Klein stated it was important for residential, however, they were discussing the I-2 district and he believed some of the uses should be permitted.

Commissioner Niemioja stated she was not sure if she had enough knowledge on some of the conditional uses to make a decision on whether they could be changed to a permitted use. She stated, for instance, that she had no idea that a billboard could be considered an environmental hazard.

Chair Maggi felt that uses with outdoor elements should remain conditional as the public would

likely want an opportunity to provide input (i.e. contractor's yard, open sales lot, outdoor storage, etc.).

Commissioner Klein stated he would not want an automobile sales lot in the I-2 district, but he felt that highway vehicle sales should be permitted. In regard to stone and monument sales, he stated likely the work would be done inside a building. He stated that the City's existing ordinances had their own filter system.

Commissioner Robertson stated it would be impossible to make a list that would cover all situations. For example, research and development facilities could involve potential hazards even if the work is done inside.

Commissioner Klein replied there were other agencies whose regulations would cover that and many times the City was just duplicating the requirements and over-regulating.

Commissioner Niemioja agreed with Commissioner Klein, stating for example paint sales would likely be governed by environmental protection laws. She stated she would like the City to have some control over uses that would affect aesthetics and felt the public would also like a chance to provide input on such issues.

Chair Maggi agreed that research and development could be changed to a permitted use. She questioned whether perhaps the reason paint and wallpaper sales was a conditional use was because it raised an issue with mixing consumer and industrial traffic.

Commissioner Lissarrague asked Commissioners which items they felt should be changed to a permitted use.

Commissioner Niemioja questioned what processing and treatment would entail, and whether it was the processing of meat.

Commissioner Klein replied he was unsure what was being processed but it would likely be regulated.

Chair Maggi suggested they go through the list of conditional uses one at a time and take a straw poll.

Commissioner Klein suggested that a contractor's yard be changed to permitted, but the other commissioners preferred it remain a conditional use.

Commissioner Robertson asked what an essential services building was.

Mr. Hunting replied it was likely a building tied to a utility company used to house equipment (i.e. transformers, etc.)

The Commission recommended that enclosed maintenance facility, essential services buildings, and research and development facilities be changed to a permitted use.

In regard to paint and wallpaper sales, Mr. Hunting stated he was unsure of the history of this

category but suspected that at some point Council added it because someone was doing that in the I-2 district as part of their business.

Commissioner Simon asked if paint and wallpaper sales would include a paint manufacturing plant.

Mr. Hunting replied it would not; they have a separate category for manufacturing.

The Commission agreed that paint and wallpaper sales should be removed from the list of uses in the I-2 zoning district.

Commissioner Niemioja asked if service of semi tanks, trucks, and trailers would take place inside a building.

Commissioners recommended that inside service of semi tanks, trucks, and trailers be changed to a permitted use while outside service remain a conditional use.

Commissioner Klein suggested that stone and monument sales be changed to a permitted use.

Commissioner Niemioja questioned whether noise could be a concern associated with this use.

The Commission could not come to a consensus on stone and monument sales.

Commissioner Klein suggested that truck and freight terminal be changed to a permitted use, while other Commissioners wished it to remain as a conditional use.

Commissioner Niemioja stated this use would be partially outdoors.

Commissioner Lissarrague asked how many truck and freight terminals were currently in the City.

Commissioner Klein replied at least three.

Commissioner Lissarrague recommended it remain as conditional since the others had been approved as conditional use permits.

Commissioner Klein asked if he could change anyone's minds on changing the open sales lot for highway vehicles to a permitted use.

Commissioner Robertson pointed out that it excluded automobiles and off-highway vehicles.

The consensus of the Commission was to leave open sales lot as a conditional use.

Chair Maggi thanked commissioners for their thoughtful discussion.

NOVEMBER 2, 2015 COUNCIL WORK SESSION MINUTES

Furthermore, he stated that the total cost of ownership is to consider the initial investment and annual maintenance. Chair Eiden showed the model which was called the Decision Principles. The model would ask those important questions with a set of criteria. Chair Eiden stated that the Parks Commission would like Public Engagement to receive community feedback. Further, he discussed the Parks Capital replacement and the almost \$3 million in assets to maintain. The Parks Commission estimates that the costs of investment would be \$0.025 per day. Chair Eiden stated that the Parks Commission would like advice and support on the concept presented.

Councilmember Mueller thanked Chair Eiden and the Parks Commission for all their hard work. Councilmember Bartholomew stated that we need to find a way to show the value of parks to the taxpayers. He said he appreciates the commission trying to find outside funding to offset cost.

Councilmember Tourville asked about putting the survey and the survey results on the website. Chair Eiden stated that the model is conceptual so the commission would like time to add more meat before rolling out the concept to the public to prevent misconceptions. Councilmember Tourville recommended putting out the facts about Parks on the website and asked that the commission discuss the concepts presented such as the park classification. Chair Eiden discussed the benefit analysis and developing a positive story.

Councilmember Piekarski Krech discussed the future development of parks and the needs of each area. Chair Eiden discussed the analysis of demographics, growth and the track the commission is headed towards.

Councilmember Hark discussed the repurposing of the land. He stated that if land was sold then we should be using those funds for future park improvements. The Parks Commission will look into considering all the council's recommendations.

Vance Grannis Jr, 9249 Barnes Ave commented on Eiden's presentation and discussed his suggestions.

4. I-2 ZONING DISTRICT USEAGE/MAJOR SITE PLAN REVIEW

Mr. Link was asked by the council to bring forward the review on the I-2 district uses while reviewing the Watrud request. Mr. Link presented the uses on the I-2 Zoning District and the difference between the intent of general industrial (Gi) vs. Light Industrial (LI) categories in the Comprehensive Plan. Mr. Link provided a historical overview from 2002 when the plan was put in place. He included the cost and staff time associated with the process. Mr. Link summarized the current review process. He stated that there have been 11 major site plan reviews and approvals. The major site plan process is comparable to the process in the cities of

Eagan, Cottage Grove and Rosemount in which the process requires that the site plan go in front of the Planning Commission.

Mr. Link stated that if council decides to get rid of the major site review public process then there will be elements of review that staff would still need to do such as lighting, landscaping plan reviews. Mr. Link discussed the improvements and the length of time to review.

He stated that elements of commercial and industrial review would still come to the city council with conditional use permits of easements, variance, storm water management agreement and certain types of legal documents.

Mr. Link discussed the zoning of I-2 sections in the City. There are two areas in the city that are zoned I-2. One is 117th and 52 and the other is Robert Street specifically the Wescott/Excel Energy area. He stated the importance of maintaining conditional uses. Further, he added conditional uses allow flexibility and that way the council can work with the business to provide a tailored approval to the specific property proposed. The site plan review allows for a public process and a chance to review the proposal and give their comments.

Mr. Link discussed the regulation of outdoor storage as a conditional use. He went over the similarities between the city's review and the cities of Cottage Grove, Eagan and Rosemount's outdoor storage conditional use permit requirements.

Mr. Link stated that the public process is the matter of questions. What is the involvement of the council and what kind of public process should the city have when a site plan review happens. Mr. Link stated that staff doesn't have a recommendation. He stated it's a matter of perspective of the council. He again went over the fact that a site plan review will be needed and that the questions at hand is when this would occur.

Mr. Link discussed Mr. Grannis letter that was provided to the council. He stated that Staff recommendation would be if council likes Mr. Grannis' language to do away with the major site plan. Because most of the applications would fall into one of the recommendations Mr. Grannis' proposes. Again, Mr. Link stated staff doesn't have a recommendation.

Mayor Tourville discussed public comment and process. Mr. Link discussed that staff's role would be limited and staff would feel uncomfortable putting themselves in a judge placement. Staff would send out the public notices. The approval needs to be made by the council and/or Planning Commission.

Councilmember Bartholomew stated that his issue is that if the application meets all criteria then how can we not approve it. Mr. Link stated that with the criteria within the conditional use permit allows the city to have a say on many additional authorities or requirements. Mr. Link presented examples of why a conditional use permit authority can be useful especially to provide a process for residents.

City Attorney, Mr. Kuntz discussed the general determination to other conditions to protect health, safety, and welfare are above and beyond the Conditional Uses. Mr. Kuntz discussed the example of the Walmart process, he indicated that there were 30 different conditions. Mr. Kuntz discussed the positives of allowing this opportunity. Another thought he discussed with the council was the ordinance language. Someone has to decide the reasonableness of the conditions.

Councilmember Mueller discussed making common sense decisions. Councilmember Bartholomew asked that we stay within the question at hand which is the I-2 zone and what businesses are permitted.

Mr. Pike, 11025 Courthouse Blvd E. discussed the process and that there is no enforcement for when the condition use requirement is not followed. He discussed his complaint regarding the Watrud property and the difference between the set of standards used from the planning commission to the council.

Grant Pylkas, 1885 96th Street East discussed his desire to purchase land and his complaint on the I-1 zoning use.

Sharon Sachwitz, 11105 Courthouse Blvd E. discussed that condition use process was not followed and asked for consequences. She complained about the lights at the Watrud property. Mayor Tourville instructed the neighbors of the Watrud property to make their complaints to staff.

Vance Grannis Jr, 9249 Barnes Ave discussed his memo to the council as to why a major site plan is a duplication of the process and asked the council to do away with the conditional use permit.

Councilmember Bartholomew would like the conditional uses to be allowed in I-2 as a permitted use. Councilmember Bartholomew stated he would like to look at the site plan in more depth. Mayor Tourville and the council would like to have the Planning Commission look at those changes to improve the process. Councilmember Bartholomew would like to include moving some of the conditional uses permits to permitted uses. The Council directed Mr. Link to bring this to the Planning Commission to discuss the details, the Planning Commission should come up with technical recommendations and ideas and then the item should come back to the council for a decision. And once decided, then a public hearing should be held on the issue.

5. NORTHWEST AREA FEES

Ms. Smith discussed that this item is for the extension of the sewer and water utilities to the Northwest Area (NW Areas). The current number of connection fees creates a short fall of \$10.2 million based on the decision not to assess the property owners. Bond issuance has helped keep this afloat. Ms. Smith declared that the city must pay the remaining fees in order for the shortfall not to affect the bond rating. There will have to be 3,000 homes in the service

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

I-2 DISTRICT USES AND SITE PLAN REVIEW REGULATIONS

Meeting Date: February 1, 2016
 Item Type: Work Session
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

PURPOSE/ACTION REQUESTED

Council to provide direction on next steps for review of conditional vs. permitted uses in the I-2 District and Major Site Plan Review process.

BACKGROUND

On November 2, 2015, Council reviewed memos from staff regarding the major site plan review process and uses allowed in the I-2 district. At that meeting, Council directed staff to bring the item to the Planning Commission to discuss the details and have the commission make a recommendation to council.

The Planning Commission reviewed the matter over two meetings on January 5 and 19. Staff presented the same background material that was presented to the council in November. The first meeting was intended just as a background informational meeting. The second meeting was intended for the commission to discuss the topic and make recommendations to council.

ANALYSIS

Major Site Plan Review process:

The Planning Commission felt it was very important that there is public involvement when reviewing industrial, commercial or institutional applications. They value the insight the public has and they bring a perspective and identify issues that staff and the commission might not be aware of. In general, they support the process as it exists in the code now and would not make any changes.

If there is no site plan review process, site plans, storm water plans, grading plans and landscape plans will still be required for the building permit. This will require staff review, possible staff review meeting with the applicant, and revised plans. The review and approval time frame would still take several weeks to process a building permit. Eliminating or reducing the site plan review process, switches the time frame and process from a public review (planning commission and city council) to staff level review for approval. In any case, many projects may still require improvement agreements, storm water maintenance agreements, and easement agreements. All these agreements require City Council approval.

I-2 Uses:

The Planning Commission had a good discussion on what uses would have less impacts to surrounding areas (permitted uses) and those that have the potential for impacts (conditional uses). They went through the list of conditional uses one by one and made recommendations on which uses should be changed to permitted. Overall, they suggested three uses be changed to permitted and one use either

permitted depending upon if the activity was indoors or outdoors. The suggested changes are as follows:

Conditional Uses to Permitted Uses:

- Enclosed maintenance facility
- Essential service buildings
- Research and development facilities
- Service of semi tanks, trucks, and trailers including equipment – Permitted if inside a building and Conditional if outside a building

Per direction from Council, staff was asked to include a list of their recommendations for changes to the list of uses in the I-2 District. Staff reviewed the uses and found some that could be eliminated, combined and switched from conditional to permitted. Staff recommendations are included in a separate memo attachment.

ACTIONS

If Council chooses to proceed with changes to either the Major Site Plan Review procedure or I-2 uses, staff asks how council wants to have public involvement and who should be notified. Property zoned I-2 comprise about two acres in size with dozens of properties abutting I-2 zoning, including many residential properties as well as those zoned I-2. Direct notification of a change to the Major Site Plan Review process would include hundreds of properties as this impacts all properties zoned commercial, industrial and institutional, as well as properties surrounding those zoning districts. Changes to either the site plan process or I-2 uses have impacts on more property owners than just those on Clark Road.

Staff requests further direction from Council.

- Attachments:
- Planning Commission minutes from January 5 and 19
 - Council work session minutes from November 2
 - Staff memos to Planning Commission for January 5 and 19
 - Staff suggested changes to I-2 uses
 - Map of I-2 zoned properties

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

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

2. **I-2 ZONING**

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

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

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

I-2 Uses:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mayor Tourville asked the audience if there is disagreement.

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

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

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

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

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

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

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

I-2 Designations:

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

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

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

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

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

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

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

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

3. STORM WATER PFA

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

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

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

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

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

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

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

I-2 DISTRICT USES AND SITE PLAN REVIEW REGULATIONS

Meeting Date: April 4, 2016
 Item Type: Work Session
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

PURPOSE/ACTION REQUESTED

Council is to provide direction on next steps for modifications to the site plan review procedures and permitted uses in the I-2 District.

BACKGROUND

On February 1, 2016, Council discussed changes to the uses in the I-2 district as well as discussing the procedures for review of major site plan applications. Council decided to have staff look into modifications to the ordinance to allow administrative review of amendments or modifications to previously approved site plans. They also requested staff to look further at the list of uses in the I-2 district and determine which uses should remain conditional.

Major Site Plan Review Changes. Staff has prepared a draft ordinance that provides for administrative review of site plan amendments. The focus of the changes is designed to:

- Speed up the review process.
- Reduce costs.
- Still provide professional review of site plans.
- Still have a full compliance check of plans against the ordinances.

Staff noted that along with the site plan review process, conditional use permits are reviewed in a similar manner. Both have approved site plans and both require a full public process for amendments to the site plan. A new section has been drafted which provides the following:

1. Modifications to approved site plans may be allowed by administrative review. This however, eliminates input from the surrounding neighborhood, Planning Commission or City Council.
2. Revised plans must be submitted in accordance with established procedures and must be reviewed by all appropriate departments (planning, engineering and Inspections). Meetings may still need to be set up with the applicant to discuss the plans. This would be done concurrent with the building permit review.
3. Staff will review the plans and provide written comments if the plans do not meet ordinance requirements.
4. Only the information necessary to review the amendment would be required to be submitted. A full plan set submittal may not always be necessary.
5. This procedure only applies to revisions to the site plan. Any new conditional uses, variances or changes to conditions of approval would still require a public hearing and review by the Planning Commission and City Council.
6. Some plan revisions may require changes to storm water plans which in turn, may require Council to approve modifications to existing storm water management plans or other related agreements.
7. This procedure applies to both the Major Site Plan and Conditional Use Permit process.

April 4, 2016

Council Memo – Site Plan Review Regulations and uses in the I-2 District

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Staff reviewed the major site plan amendment and conditional use permit amendment applications over the last 5 years to see which existing projects would not be reviewed by the Planning Commission or City Council. A list of these approvals is attached to this memo. Two of the largest projects approved include the 10,000 square foot addition to Hilltop Elementary and the 141,000 square foot second building on the Flint Hills office campus. The purpose of this exercise is to show that there is the potential for some amendments to have an impact on an existing neighborhood and neither the public nor the council would be notified or have any input on the project.

The Planning Commission discussed this matter over two meetings in January. They felt it was very important that there is public involvement when reviewing industrial, commercial or institutional applications. They value the insight the public has and they bring a perspective and identify issues that staff and the commission might not be aware of. In general, they support the process as it exists in the code now and would not make any changes.

Uses in the I-2 district.

Per direction from Council, staff was asked to include a list of their recommendations for changes to the list of uses in the I-2 District. Staff reviewed the uses and found some that could be eliminated, combined and switched from conditional to permitted. Staff recommendations are included in a separate memo attachment.

Staff continues to recommend five uses be retained as conditional uses. Outdoor storage and contractors yards with outdoor storage are uses that have the most potential impact on neighboring properties. Impound lots have potential for a negative visual impact. Telecommunication towers are regulated more specifically in another section of the code and are allowed only by conditional use. Fuel storage tanks in a large scale operation such as those along 117th Street should be reviewed for potential safety concerns.

ACTIONS

If Council chooses to proceed with changes to either the Major Site Plan Review procedure or I-2 uses, staff asks council for direction regarding public involvement and who should be notified. While there are only two areas of the city zoned I-2, there are several residential zoned properties in or near the I-2 zoning which could be impacted. Direct notification of a change to the Major Site Plan Review process as well as the conditional use process would include hundreds of properties as this impacts all properties zoned commercial, industrial and institutional, as well as properties surrounding those zoning districts. Changes to either the site plan process or I-2 uses have impacts on many more property owners than just those on Clark Road. Zoning Ordinance changes affect properties city wide and therefore mailings are not sent to property owners.

Staff requests further direction from Council.

Attachments: Draft Ordinance
 Staff proposed list of permitted and conditional uses in the I-2 district
 List of major site plan and conditional use permit amendments last 5 years
 February 1, 2016 Council work session minutes

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, APRIL 4, 2016 – 8150 BARBARA AVENUE**

1. CALL TO ORDER/ROLL CALL:

The City Council of Inver Grove Heights met in work session on Monday April 4, 2016, in the City Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. Present were Mayor Tourville, Council Members: Bartholomew, Hark, Mueller and Piekarski Krech, City Manager Lynch, Community Development Director Link, Public Works Director Thureen, and City Attorney Kuntz.

2. I-2 DISTRICT AND MAJOR SITE PLAN REVIEW:

Mr. Allan Hunting, City Planner gave background information on changes to the uses in the I-2 district. Council had requested a list of permitted uses, conditional uses and uses to remove in the I-2 district. Mr. Hunting reported that the Fire Marshal would like to see "service of semi tanks, trucks, and trailers including equipment, parts and tires" remain as a conditional use for fire safety and final wording of that category would be worked on with the Fire Marshal. Impound lots and outdoor storage would be conditional uses for reviewing for screening. Wind power converters heights were discussed. Wind converters over a certain height should be a conditional use so they could be reviewed. Council member Bartholomew suggested contractor's yard and outside storage but enclosed with a fence be moved to permitted uses. Contractor's yard and outside storage definitions were discussed in length.

Vance Grannis, Jr., 9249 Barnes Avenue E, said that conditions can be put in place to have screening along the highway and then a conditional use permit would not be needed. Contractor's yard and outdoor storage should be a permitted use with screening. Standards could be put into the ordinance.

Mayor Tourville suggested that contractor's yard and outdoor storage definitions and screening should be changed. Looking at fuel trucks that are serviced should also be readdressed for fire safety. Council member Bartholomew suggested removing paint and wallpaper sales, and stone and monument sales and should be put under permitted uses as wholesalers or distributors. Mr. Hunting said they could be listed as warehousing, wholesalers or warehouse/distributing. Those categories would cover different kinds of businesses. Meat processing and packaging could be under processing and treatment or manufacturing under permitted uses. Mayor Tourville suggested that television and radio towers be added under conditional uses with tower, communications. Warehouse should be redefined more.

City Attorney, Mr. Kuntz asked if Council would like to see the changes before it goes to planning. Mayor Tourville responded yes.

Steve Watrud, 9070 90th Court went over the changes of the permitted uses and conditional uses. He asked if mini storage was a permitted use. Mayor Tourville directed Mr. Hunting to look at mini storage in I2. Auto lot and auto auction could be put in conditional uses. Mr. Wadwoods asked about his certificate of occupancies. Mr. Link responded he did not know about the certificates and would look into.

Major Site Plan Review

City Planner, Mr. Hunting reviewed the major site plan application process changes and the draft ordinance. He and the city attorney worked on the draft ordinance. One step being taken away is the public input process.

Council member Bartholomew asked if the site plan review changes applied to I-2 only. Mr. Hunting replied it was for all major site plan review changes. Council wanted the major site plan review changes for I-2 only. Mr. Hunting said the ordinance could be changed to I-2 only. If a condition is changed it would have to be reviewed by planning and council. Council member Bartholomew would like a time line for the administrative review once all information is received. Mr. Kuntz responded that there is a 60 day rule under the zoning rules that also applies to major site plan review. Council member Hark asked what the established procedures were that was stated in the draft ordinance and if applicants were aware of them. Mr. Hunting replied they do get that information and there is a check list that lists what information is needed. Council member Mueller said to make storm water number one on the list because that takes the longest to process. Mayor Tourville asked who the zoning administrator is. Mr. Hunting responded it is the city planner or as assigned.

Mr. Grannis said he wanted the site plan review process changed to make it simplified and to remove duplication of the costs for applicants and apply to second site plan changes only. The changes should be in the initial site plan review procedure where applicants should give a rough idea of the use of the whole site. Site plan information under the new and old proposal requests duplicate information. The fees need to be changed to reduce the big fees. Mr. Hunting replied that Inver Grove Heights has looked at other cities ordinances and they are comparable to ours for the process and fees. The fees were discussed. It was suggested that Mr. Hunting work with Mr. Kuntz on a new draft ordinance for I-2. Mr. Kuntz suggested putting in the new ordinance that the established procedures are on file with planning. The review may waive submission application requirements if the submission substantially addresses the information needed and it would help save time and be more economical. If applicants are required to talk to the planner first it would give them an idea on what is required for submittal. This item will come back to council and then go to planning.

3. NDC4 (CenturyLink & Comcast Franchise and the I-Net)

Jodie Miller, Executive Director NDC4 and Town Square Television, Brian Grogan, NDC4 Attorney of Moss and Barnett, and Patrick Haggerty from CenturyLink were in attendance for the Franchises of CenturyLink and Comcast and the I-Net.

Ms. Miller passed out a copy of the PowerPoint to be presented by Mr. Grogan and introduced Mr. Grogan.

Mr. Grogan showed a PowerPoint of the highlights for the new CenturyLink franchise. 1) The Federal Cable Act requirement is to promote competition and delivery in the cable communications industry. In February 2015 CenturyLink requested a franchise. The City of Inver Grove Heights grants the franchise. 2) A 15 year nonexclusive franchise was issued to Comcast in 2000. In June 2015, the Cable Commission found that CenturyLink is legally, technically and financially qualified and authorizes staff to negotiate a franchise. A similar franchise has been written for both CenturyLink and Comcast 3) Qwest Broadband Services, Inc. (CenturyLink) requests a franchise and the Cable Commission held a public hearing in April 2015 to consider CenturyLink's application 4) CenturyLink does business as Qwest Broadband Services, Inc. (QBSI) is the content provider and Qwest Corporation (QC) owns the facilities in the right-of-way, and owns and maintains the cable system. 5) The CenturyLink franchise term is a 5 year term and the city has the right to extend the term if system build out requirements have been met. 6) Living units are addresses in the network that meet minimum technical qualifications (25 mbps) 7) CenturyLink will within 2 years build out to serve a minimum of 15% of living units. Quarterly meetings will be held to verify compliance with the build obligations 8) The Mosaic Channel is the way content is brought in. All PEG channels will be on a single

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

I-2 DISTRICT USES AND SITE PLAN REVIEW REGULATIONS

Meeting Date: June 6, 2016
 Item Type: Work Session
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

PURPOSE/ACTION REQUESTED

Council is to provide direction on next steps for modifications to the site plan review procedures and permitted uses in the I-2 District.

BACKGROUND

On April 4, 2016, Staff presented a proposed ordinance amendment for the industrial and commercial zoning districts regarding Major Site Plan review procedures. At that meeting, Council indicated to Staff that any proposed changes are for the I-2, General Industry district only.

Council also asked Staff to provide a revised list of proposed permitted and conditional uses in the I-2 district based on the discussions from the April work session.

Major Site Plan Review Changes. Staff has prepared a draft ordinance that provides for administrative review of site plan amendments that apply only to the I-2 District. The focus of the changes is designed to:

- Speed up the review process.
- Reduce costs.
- Still provide professional review of site plans.
- Still have a full compliance check of plans against the ordinances.

Staff noted that along with the site plan review process, conditional use permits are reviewed in a similar manner. Both have approved site plans and both require a full public process for amendments to the site plan. A new section has been drafted which provides the following:

1. Modifications to approved site plans may be allowed by administrative review.
2. Revised plans must be submitted in accordance with established procedures and must be reviewed by all appropriate departments (planning, engineering and Inspections). Meetings may still need to be set up with the applicant to discuss the plans. This would be done concurrent with the building permit review.
3. Staff will review the plans and provide written comments if the plans do not meet ordinance requirements.
4. Only the information necessary to review the amendment would be required to be submitted. A full plan set submittal may not always be necessary.
5. This procedure only applies to revisions to the site plan. Any new conditional uses, variances or changes to conditions of approval would still require a public hearing and review by the Planning Commission and City Council.
6. Some plan revisions may require changes to storm water plans which in turn, may require Council to approve modifications to existing storm water management plans or other related agreements.

7. This procedure applies to both the Major Site Plan and Conditional Use Permit process.

Uses in the I-2 district.

From the April work session discussion, Council directed staff to make the following changes to the original list of suggested changes:

1. Include contractor's yards and open storage as a permitted use with some regulations on screening when the property abuts Hwy 52/55.

Included in the attached list of uses. Further defined language on screening would be included in text for public hearing.

2. Keep semi tanks truck repair as a permitted use, but check with Fire Marshal if any additional language should be included.

Fire Marshal contacted and ok with adding "except as prohibited by Fire Code".

3. Combine commercial telecommunication and radio towers with Towers, telecommunication.

This category requires a conditional use permit in a separate section of the zoning ordinance and so the use is listed as conditional use in the I-2 district.

4. Remove "paint and wallpaper sales", "stone and monument sales" and "meat processing".

Uses have been eliminated from list of allowed uses.

5. Combine "Impound lots" and "Auto Auction sales" as a conditional use.

Uses have been combined.

6. Add Warehousing, Wholesaling and Distribution as permitted uses.

Added "Warehousing and distribution" and Wholesaling and distribution" to permitted uses.

7. Establish a maximum height for wind power converter.

Staff recommends using the maximum building height of 45 feet as the cut off for being allowed as a permitted use. A wind power converter over 45 feet would require a conditional use permit.

8. Add mini-storage including outdoor vehicle storage as a permitted use.

Use as been added to list of permitted uses.

9. Staff noted that the current section on Exterior Storage will have to be amended to be consistent with the proposed changes in outdoor storage in the I-2 district as a permitted use.

April 6, 2016

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ACTIONS

Staff requests further direction from Council.

Attachments: Draft Ordinance
 Proposed list of permitted and conditional uses in the I-2 district
 April 4, 2016 Council work session minutes

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: August 11, 2016

CASE NO.: 16-30ZA

HEARING DATE: August 16, 2016

APPLICANT AND PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Zoning Code Amendment relating to changes to Permitted and Conditional Uses in the I-2, General Industry Zoning District

LOCATION: N/A

COMP PLAN: N/A

ZONING: N/A

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Over a series of work session meetings, the City Council has discussed changes to the Major Site Plan Review procedure to stream line the process for amendments to previously approved plans. The following is a quick time frame of the actions to date:

November 2, 2015 - Council begins discussions regarding proposed changes to the list of permitted and conditional uses in the I-2 district.

January 5 and 19, 2016 - Planning Commission reviews and discusses possible changes to the list of allowed uses.

February 1, 2016 - Council discusses Planning Commission's recommendation and provides further direction to staff for possible changes.

April 4, 2016 - Council discusses further refinements to possible changes.

June 6, 2016 - Council makes final suggested changes and authorizes staff to proceed with ordinance and public hearing.

ANALYSIS

Staff has prepared an ordinance amendment to address Council's direction. The ordinance does the following:

a) Expands the list of permitted uses by changing many of the existing conditional uses to permitted uses. All of the changes are highlighted in yellow. The primary changes to the list of uses include:

1. Include contractor's yards and open storage as a permitted use with some regulations on screening when the property abuts Hwy 52/55.

Included in the attached list of uses. Screening to meet code standards when abutting Hwy 52/55.

2. Keep semi tanks truck repair as a permitted use, but check with Fire Marshal if any additional language should be included.

Fire Marshal contacted and ok with adding "except as prohibited by Fire Code".

3. Combine commercial telecommunication and radio towers with Towers, telecommunication.

This category requires a conditional use permit in a separate section of the zoning ordinance and so the use is listed as conditional use in the I-2 district.

4. Remove "paint and wallpaper sales", "stone and monument sales" and "meat processing".

Uses have been eliminated from list of allowed uses in the I-2 district.

5. Combine "Impound lots" and "Auto Auction sales" as a conditional use.

Uses have been combined.

6. Add Warehousing, Wholesaling and Distribution as permitted uses.

Added "Warehousing and distribution" and Wholesaling and distribution" to permitted uses.

7. Establish a maximum height for wind power converter.

Staff recommends using the maximum building height of 45 feet as the cut off for being allowed as a permitted use. A wind power converter over 45 feet would require a conditional use permit with maximum height of 60 feet.

8. Add mini-storage including outdoor vehicle storage as a permitted use.

Use as been added to list of permitted uses.

ALTERNATIVES

The Planning Commission is to make a recommendation to City Council regarding the proposed ordinance amendment which addresses the following:

A. Recommend amending the Non-Residential Use Table for the I-2, General Industry District to include the changes to permitted and conditional uses as described in the attached draft ordinance amendment.

Attachments: Draft Ordinance Amendment
Staff Memos to Council and Planning Commission (see Major Site Plan Review staff report)

Dessert shop		P	P	P						P	C	
Drinking establishment (see "bar [tavern]" in this section)												
Drugstore		P	P	P						P		
Dry cleaning; laundry pick up stations	C	P	P	P						P	C	
Electrical, heating, plumbing, and appliance repair			C			P		P				
Enclosed maintenance facility when architecturally compatible with the surroundings						C		C	C			
Essential services	P	P	P	P	P	P	P	P	P	P	P	P
Essential services buildings	C	C	C	C	C	C	C	C	C			
Fences (see section 10-15-12 of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Floor covering stores		P	P	P								
Florist - retail sales		P	P	P							C	
Fuel storage and dispensing with conditions: a) Exclusive use by owner; b) No retail sales except for propane	P					P		P				
Fuel storage tank such as crude oil, gasoline, natural gas, propane and other fuels								C				
Furniture store		P	P	P								
Gallery	C	P	P	P								
Game arcade		C	P	P								
Garden supply store			P	P								
Outdoor sales and display area			A	A								
Gift shop		P	P	P							C	
Golf course									P			
Grocery store		P	P	P								

Hardware store		P	P	P									
Higher education facilities									P				
Hobby shop		P	P	P									
Home improvement center			C	P									
Outdoor sales and display				A									
Hospital									P				
Impound lot (see section 10-15-29 of this title) and Auto Auction Sales						C		C					
Interior decorating store	P	P	P	P									
Jewelry store		P	P	P								C	
Laundromat		P	P	P						P			
Laundry						P							
Liquor store		C	P	P								C	
Locksmith		P	P	P									
Manufacturing and assembly						C	C	P					
Sales and service of semitrailers, trucks and trailers, including equipment, parts and tires								A					
Marina			C			C							
Massage therapy, licensed	P	P	P	P									
Meat processing and packaging (no slaughtering permitted)									P				
Medical and dental clinics (see also "clinic (medical and dental)" in this section)	P	P	P	P						P	C	C	
Medical complexes and facilities	C			C	C		P				C	C	
Ministorage facilities (including caretaker quarters) and outdoor vehicle storage			C			C			P				
Mortuary		P	P	P									

Motel/hotel			P	C							C	
Multiple-family dwellings when attached to business										P		
Municipal community center and recreation facilities										P		
Municipal government administration buildings, fire stations, and police stations										P		
Museum	C									P		
Music store		P	P	P								
Music studio												
Nonretail	P	P	P	P						P	C	
With incidental sales	C	P	P	P						C		
Newspaper and publishing office			P	P								
Nightclub (providing structure is more than 100 feet from R zoned property)			C									
Nursing home										C		
Off street parking	A	A	A	A	A	A	A	A	A	A	A	A
Office:												
Showroom						P		<u>P</u>				
Trucking terminal						C		<u>C</u> <u>P</u> <u>P</u>				
Warehouse						C	P	<u>P</u>				
Office building	P	P			P		P	P		P	C	C
Office supply store		P	P	P								
Open sales lot (excludes automobile and off highway vehicle sales lots)		C	C			C		<u>C</u> <u>P</u>				
Optical/eyeware sales:												
<1,000 square feet floor area	C	P	P	P							C	
>1,000 square feet floor area		P	P	P								

Outdoor storage			C			C		PC ^{1,2}				
Outdoor storage associated with municipal government use only									P			
Packaging, cleaning, repair or testing (enclosed building)						P	P	P				
Paint and wallpaper sales		P	P	P		C		C				
Pawnshop, licensed			P									
Personal gardens	P	P	P	P	P	P	P	P	P	P	P	P
Pet shop (no boarding)		C	P	P								
Photo processing with film sales	C	P	P	P						P		
Photography studio (nonretail)	P	P	P	P						P	C	
Photography supply and processing		P	P	P								
Picture framing	P	P	P	P							C	
Places of worship			C						P			
Playhouses	C	P	P	P					P			
Post office			P	P								
Printing and publishing:						P	P	P				
<14,000 square feet floor area			P									
Private lodges and clubs		C	C						P			
Private motor fuel dispensing station (see section 10-15-23 of this title)	C					C		PC				
Processing and treatment						C	C	PC				
Professional offices, not within office building	P	P	P	P	P	A	P	A	A		C	
Public and private schools									P			
Public libraries and art galleries									P	P		
Public parks and playgrounds									P			

Radio and television studios	C											
Recreation centers			C						P			
Research and development facilities (indoor only)	P			C	C	C	P	C			C	C
Restaurant:	P	P	P	P	P						C	
Fast food (see section 10-15-25 of this title)		C	C	C	C							
Within a clubhouse on a golf course									A			
Retail, general:												
<1,000 square feet		P	P	P							C	
> or = 1,000 square feet			P	P								
Service of semi tanks, trucks and trailers (except as prohibited by the Fire Code), including equipment, parts and tires									PC			
Shelter for battered women when accessory to at least one of the following: place of worship, academy, higher education facility, or hospital									C			
Shoe repair		P	P	P								
Signs (see chapter 15, article E of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Single-family dwelling:												
Attached										P		
Existing (see section 10-10F-4 of this title)											P	
Small appliance repair		P	P	P								
Sporting goods store		P	P	P								
Stone and monument sales			C			C		C				
Studios: dance, exercise, marshal arts, etc.:												
<2,000 square feet in floor area	C	P	P	P							P	
> or = 2,000 square feet in floor area		P	P	P								
Tanning salon	C	P	P	P							C	

Theater (movie)		C	C	C								C
Tower, telecommunications (see chapter 15, article G of this title) <u>and Commercial television and radio transmitters</u>	C	C	C	C	C	C	C	C	C	C		
Truck and freight terminal						C		C				
Truck stop (see section 10-15-23 of this title)						C						
Upholstery shop		P	P	P								
Veterinary clinic:												
Small animals	C	C	C	C								C
Large animals						C						
Video store		P	P	P								
Warehousing <u>and distribution</u>						P		P				
Wholesale office and showroom			P			P		P				
Wholesaling <u>and distribution</u>						P		P				
Wind power converter						C		P.C.		C		

Note:

1. Must comply with performance standards found in subsection [10-15-10B](#) of this title.
2. Must comply with performance standards found in subsection [10-15-10B](#) of this title when abutting Highway 52/55
3. Maximum height of 45 feet
4. Maximum height of 60 feet

Section Two. Amendment. Title 10, Chapter 15, PERFORMANCE STANDARDS, of the Inver Grove Heights City Code is hereby amended to read as follows:

10-15-10: EXTERIOR STORAGE:

B. All outdoor/open storage in I-2 districts shall comply with the following standards:

1. Outdoor storage shall only be permitted as an accessory use and by conditional use permit.

2. 1. Outdoor storage shall be screened by a fenced enclosure from the public right of way, residential uses, and any non-I-2 zoned property. At a minimum, the fence shall consist of a six foot (6') high solid wood fence.
3. 2. The enclosure shall not encroach into any established front building setback, and it shall not encroach into any side or rear yard parking setback.
4. 3. The enclosure shall not interfere with any pedestrian or vehicular movement.
5. 4. The items to be stored shall not exceed the height of the enclosure, except for vehicles or large equipment.
6. 5. The storage area shall not occupy required parking spaces or landscape areas.
7. 6. The storage area shall be surfaced with concrete, bitumin, class V gravel, or an approved equivalent. The surface shall be maintained to prevent deterioration, dust and erosion.
8. 7. The outdoor storage shall only be conducted by an occupant of the principal building and shall be accessory thereto.
9. 8. The outdoor storage area shall be set back a minimum of one hundred feet (100') from the lot boundary of any A, E, or R district.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER Property Exception Requests

Meeting Date: September 12, 2016
 Item Type: Regular
 Contact: Joe Lynch, City Administrator
 Prepared by: Michelle Calvert,
 City Government Intern
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider the requests for property exceptions to be included in the Bow Hunting Area map for the 2015 Hunting Season.

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.

There are two applications for property exceptions.

Applicant One—Property located at 8920 89th Court E. Included with this memorandum are:

- Application with signatures
- Parcel ID Page - 20-15200-01-120
- Map indicating the property in question

Applicant Two—Property located at 7103 River Road. Included with this memorandum are:

- Application with signatures, Bow Hunter Registration Form
- Parcel ID Pages - 20-01100-29-070
- Map indicating the property in question

RECOMMENDATIONS:

Staff recommends all applicants' requests for exception be denied.

Reasons for Recommending Denial:

- After interpretation and consideration of buffer and setback area required, requests result in an area that is not safe for anyone to hunt.
- It is apparent, based upon interpretation and better understanding of the regulations, there is no reasonable need to hunt in areas that are not already included in the allowed hunting area.

**City of Inver Grove Heights Bow Hunting
2016 Property Exception Request Requirements**

Property owner name(s): Rob Illefschko

Property Address where exception is requested: 8920 89th CT E

Adjoining or Adjacent Properties: I agree to allow the above identified property to be used for bow hunting during the 2016 Bow Hunt season. I recognize that this property is outside the permitted area.

Property Owner:	<u>Linda Mueller</u>	<u>Linda Mueller</u>
	<small>(Printed Name)</small>	<small>(Property Owner's Signature)</small>
Property Address:	<u>8950 89th Ct. E. IGH MN 55076</u>	
Property Owner:	<u>Arlan Meritt</u>	<u>Arlan Meritt</u>
	<small>(Printed Name)</small>	<small>(Property Owner's Signature)</small>
Property Address:	<u>3960 89th St. E. IGH. MN 55076</u>	
Property Owner:	<u>Greg Bann</u>	<u>Greg Bann</u>
	<small>(Printed Name)</small>	<small>(Property Owner's Signature)</small>
Property Address:	<u>8955 Inver Grove Tr.</u>	
Property Owner:	<u>Jeri Hastoka</u>	<u>Jeri Hastoka</u>
	<small>(Printed Name)</small>	<small>(Property Owner's Signature)</small>
Property Address:	<u>8915 Inver Grove Tr.</u>	
Property Owner:		
	<small>(Printed Name)</small>	<small>(Property Owner's Signature)</small>
Property Address:		
Property Owner:		
	<small>(Printed Name)</small>	<small>(Property Owner's Signature)</small>
Property Address:		

Use additional pages if necessary to capture all adjoining and adjacent properties.

612 919 9353 - Rob

**MINNESOTA
DRIVER'S LICENSE**



ROBERT WILLIAM ILLETSCHO
8920 89TH CT EAST, THE ST
INVER GROVE HTS, MN 55076

Date of Birth 12-17-1969

Sex Eyes Class

M BRN D

Height Weight

6-2 225

ISSUED 01-2014

EXPIRES 12-17-2017

C353072656811



Property Card	Parcel ID Number 20-15200-01-120
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Owner Information
Fee Owner ROBERT W ILLETSCSKO LYNN M ILLETSCSKO
Mailing Address 8920 89TH STREET CT INVER GROVE HEIGHTS MN 55076



Property Address
Address 8920 89TH CT E
Municipality INVER GROVE HEIGHTS

Parcel Information	
Last Qualified Sale 06/18/2004	Total Acres 2.59
Sale Value \$452,000.00	R/W Acres
Uses RESIDENTIAL	Water Acres
	Plat BROADMORE PONDS
	Lot and Block 12 1
	Tax Description

2016 Building Characteristics (payable 2017)*					
Building Type	S.FAM.RES	Year Built	1988	Bedrooms	4
Building Style	SPLIT LEVL	Foundation Sq Ft	1538	Bathrooms	3.00
Frame	WOOD	Above Grade Sq Ft	1,538	Garage Sq Ft	768
Multiple Buildings		Finished Sq Ft	2,428	Other Garage	

Miscellaneous Information					
School District	Watershed District	Homestead	Green Acres	Ag Preserve	Open Space
199	LOWER MISSISSIPPI	FULL HOMESTEAD			

Assessor Valuation		
	Taxable	Estimated
2016 Land Values (payable 2017)	\$149,704.00	\$151,700.00
2016 Building Values (payable 2017)*	\$206,546.00	\$209,300.00
2016 Total Values (payable 2017)*	\$356,250.00	\$361,000.00
2015 Total Values (payable 2016)*	\$362,136.00	\$366,400.00

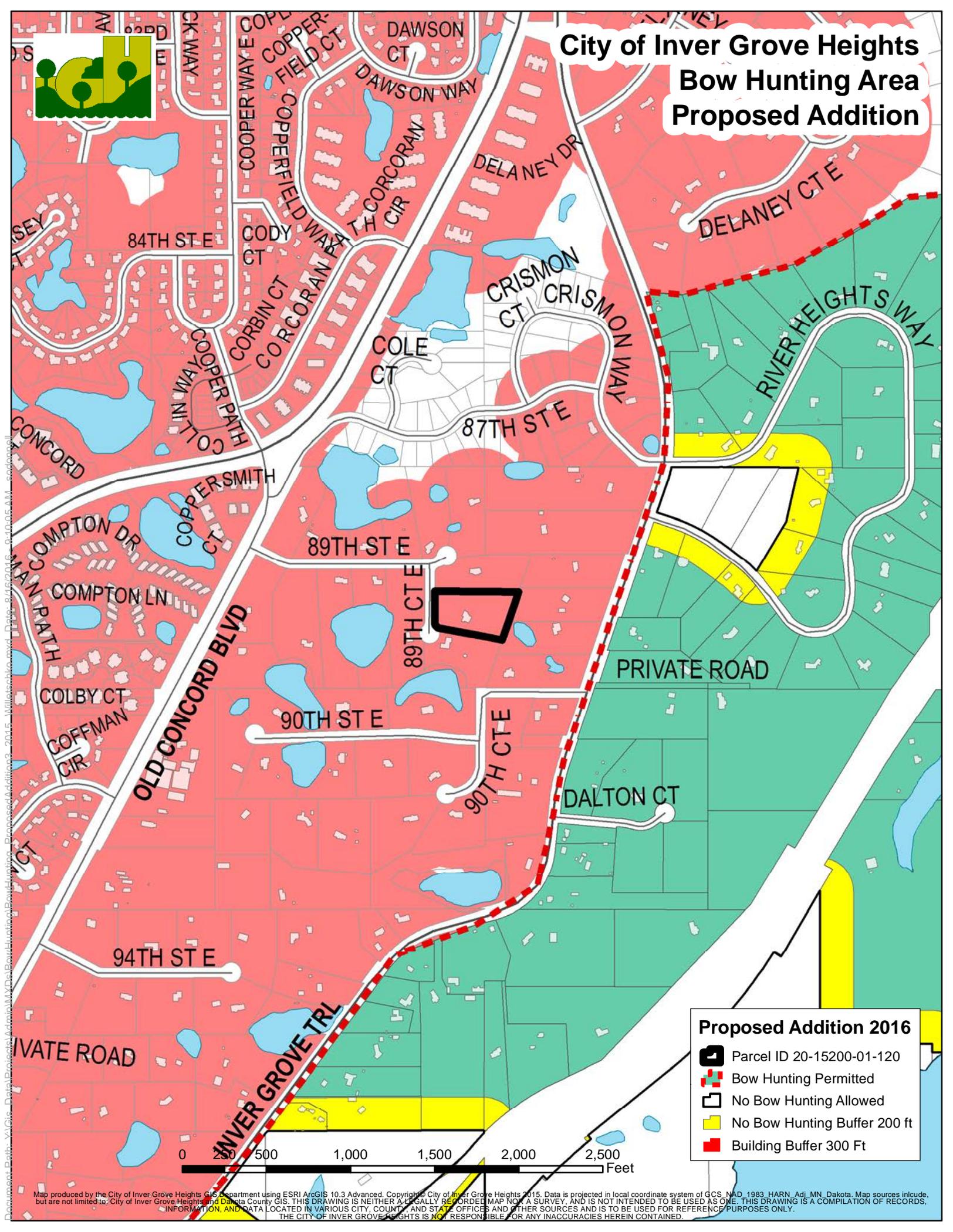
Property Tax Information		
Net Tax (payable 2016)	Special Assessments (2016)	Total Tax & Assessments (2016)
\$4,592.08	\$0.00	\$4,592.08

* Manufactured Homes Payable the Same Year as Assessment.

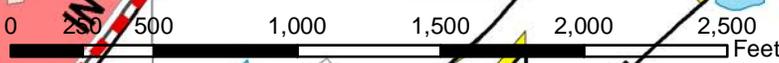
Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



City of Inver Grove Heights Bow Hunting Area Proposed Addition



- Proposed Addition 2016**
- Parcel ID 20-15200-01-120
 - Bow Hunting Permitted
 - No Bow Hunting Allowed
 - No Bow Hunting Buffer 200 ft
 - Building Buffer 300 Ft



Map produced by the City of Inver Grove Heights GIS Department using ESRI ArcGIS 10.3 Advanced. Copyright © City of Inver Grove Heights 2015. Data is projected in local coordinate system of GCS NAD 1983 HARN Adj. MN Dakota. Map sources include, but are not limited to, City of Inver Grove Heights and Dakota County GIS. THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY, AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION, AND DATA LOCATED IN VARIOUS CITY, COUNTY, AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Document Path: V:\GIS - Data\Projects\Admin\MXD\BowHunting\BowHuntingArea.mxd
 Date: 8/16/2016 9:40:05 AM
 User: socraneil

City of Inver Grove Heights Bow Hunting 2016 Property Exception Request Requirements

Important Information:

Size of Property where exception is requested: 1.04 Acres

If property is not at least 2.5 acres, hunting will be limited to:

Property Owners and Property Tenants, including:

Their spouses
Their Children

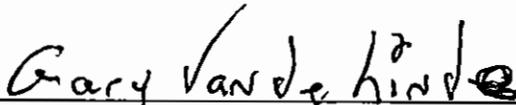
Their Parents
Their Siblings

Their Grandparents
Their Aunts and Uncles

All other parcels must be greater than 5 acres to allow hunting for others. **You must sign the document below for the application to be considered for property exception.** Approval is not guaranteed. Exception requests will not be heard and approved until September 12, 2016.

In addition to completing all requirements, I agree to follow all city ordinances relating to bow hunting within Inver Grove Heights city limits and State of Minnesota applicable bow hunting laws. My signature below indicates that I will have a Minnesota bow hunting license as required by law. My signature below also indicates that I have read and understand the City of Inver Grove Heights Bow Hunting ordinance. Please check website for updates.

Gary VandeLinde



July 28 2016

Printed Name of Property Owner

Signature of Property Owner

Date

For those persons only, who wish to hunt on someone else's property:

You must register at the Inver Grove Heights Police Department in person and provide proof of proficiency (certificate – see below). There is no cost. You will need written permission (originals only) from the property owners for every hunter within the hunting party. (For example, if there are five in your party, all five are required to register in person and have an original registration/permission form from the property owner and proof of proficiency (certificate.) **Proficiency can be certified** at any local or regional archery range or outdoor sporting goods store. The permission form can be found on the website on the Bow Hunting Ordinance page.

Required Information for each hunter registering to hunt on someone else's property:

- Written permission from property owner
- Property address where hunting
- Name, Address, Telephone Number
- Driver's license
- Make, model, year, color, and license plate number of the vehicle which will be used while hunting
- Emergency contact information
- Days/times you expect to hunt
- Proficiency Certificate

Property Owner* Bow Hunter Registration Form

Bow Hunter Information: (Please print clearly!)

Name: Gary Vande kindo

Address: 7103 River Rd City State Zip: Inner Grove MS 39076

Telephone #: (651) 451 0395 Driver's Lic. #: A051005112305 State of Issue: 6-2015

Vehicle Make & Model: Chev Color: Gray Plate#: 976-KG1

In the event of an emergency, contact: Lola Roper Phone #: (651) 247-5527

* Includes Property Owners and Residents (Tenants) of Property where hunting will take place, including:

Their spouses NONE

Their Children NONE

Their Siblings NONE

Their Parents NONE

Their Grandparents NONE

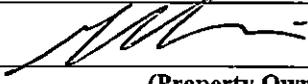
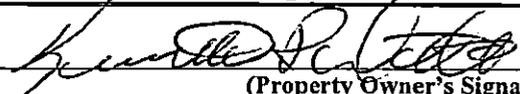
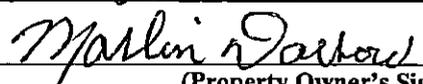
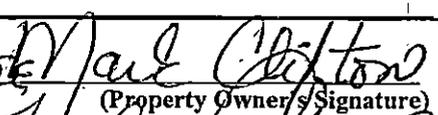
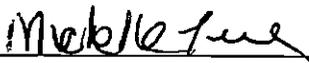
Their Aunts and Uncles 1

**City of Inver Grove Heights Bow Hunting
2016 Property Exception Request Requirements**

Property owner name(s): Gary Vande Hinde

Property Address where exception is requested: 9103 River Rd Inver Grove

Adjoining or Adjacent Properties: *I agree to allow the above identified property to be used for bow hunting during the 2016 Bow Hunt season. I recognize that this property is outside the permitted area.*

Property Owner:	<u>Glenn Primeau</u>	
	(Printed Name)	(Property Owner's Signature)
Property Address:	<u>7139 River Road Inver Grove Hts. MN. 55076</u>	
Property Owner:	<u>RONDA OLSON-McCOY</u>	
	(Printed Name)	(Property Owner's Signature)
Property Address:	<u>7121 RIVER RD IGH MN 55076</u>	
Property Owner:	<u>Kenneth Dettie</u>	
	(Printed Name)	(Property Owner's Signature)
Property Address:	<u>7071 River Road IGH 55076</u>	
Property Owner:	<u>Marlin Dawson</u>	
	(Printed Name)	(Property Owner's Signature)
Property Address:	<u>7031 River Road</u>	
Property Owner:	<u>MARK CLIFTON/LYNDA PATRICK/PAUL CLIFTON</u>	
	(Printed Name)	(Property Owner's Signature)
Property Address:	<u>6831 RIVER ROAD IGH, MN Lynda Patrick</u>	
Property Owner:	<u>Mickie Lee</u>	
	(Printed Name)	(Property Owner's Signature)
Property Address:	<u>7177 River Rd Apt-2 Inver Grove Heights, MN</u>	

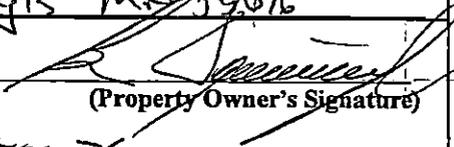
Use additional pages if necessary to capture all adjoining and adjacent properties.

**City of Inver Grove Heights Bow Hunting
2016 Property Exception Request Requirements**

Property owner name(s): Gary VandeLinde

Property Address where exception is requested: 7103 River Road

Adjoining or Adjacent Properties: *I agree to allow the above identified property to be used for bow hunting during the 2016 Bow Hunt season. I recognize that this property is outside the permitted area.*

Property Owner:	<u>Jean Schudt</u>	
	<small>(Printed Name)</small>	 <small>(Property Owner's Signature)</small>
Property Address:	<u>7106 River Rd Inver Grove Hgts MN 55076</u>	
Property Owner:	<u>BRIAN DZIEWECZYNSKI</u>	
	<small>(Printed Name)</small>	 <small>(Property Owner's Signature)</small>
Property Address:	<u>7030 RIVER RD 16H 55076</u>	
Property Owner:		
	<small>(Printed Name)</small>	<small>(Property Owner's Signature)</small>
Property Address:		
Property Owner:		
	<small>(Printed Name)</small>	<small>(Property Owner's Signature)</small>
Property Address:		
Property Owner:		
	<small>(Printed Name)</small>	<small>(Property Owner's Signature)</small>
Property Address:		

Use additional pages if necessary to capture all adjoining and adjacent properties.



ADVANCED HUNTER EDUCATION PROGRAM

MINNESOTA DEPARTMENT OF NATURAL RESOURCES

V534271298577 BOWHUNTER NBEF
VANDELINDE, GARY H
7103 RIVER RD
INVER GRV HTS, MN 55016

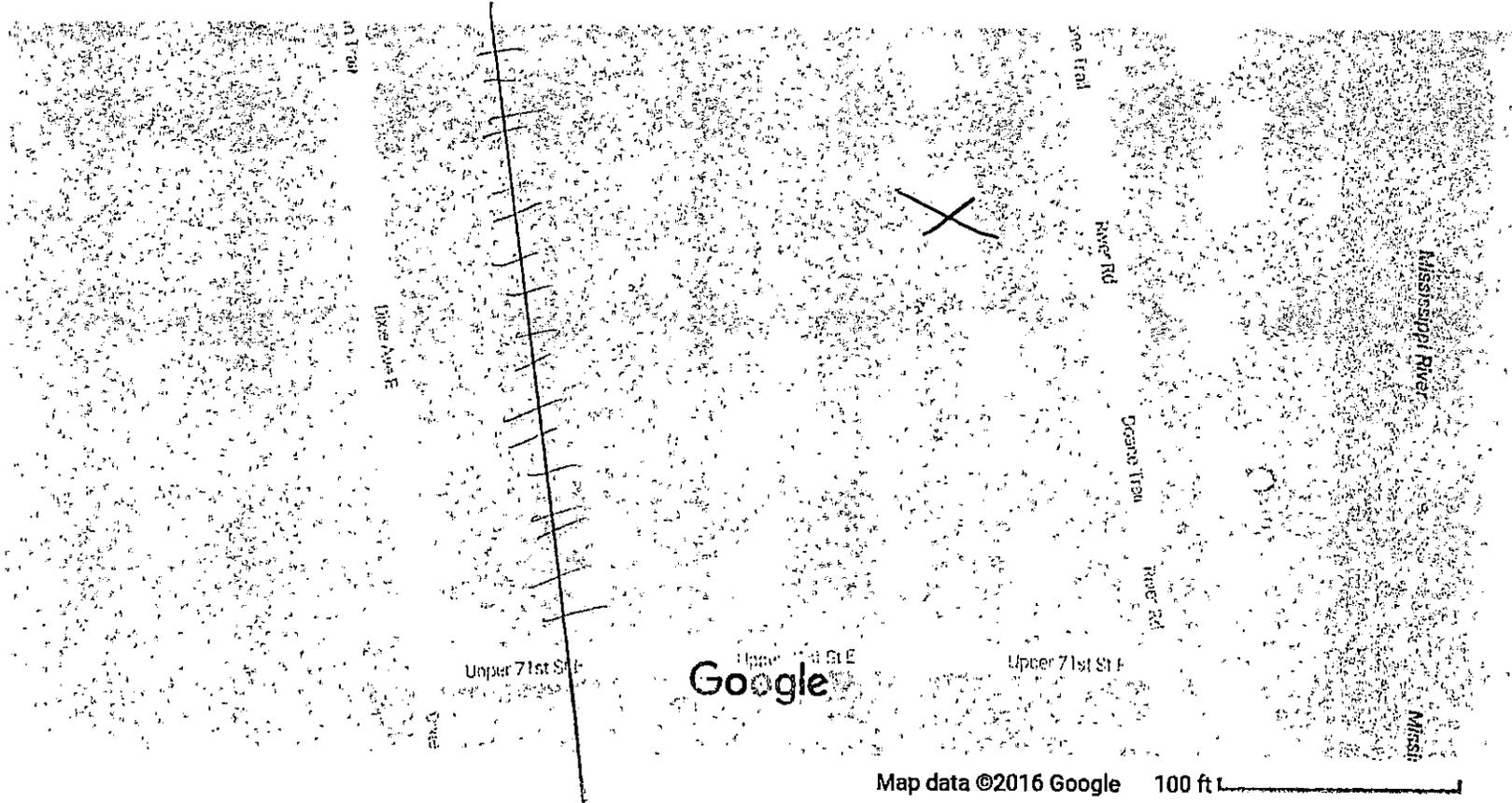
MN DNR Division of Enforcement, Safety Training Section
15011 Hwy. 115 Little Falls MN 56345
www.mndnr.gov 1-800-366-8917

Google Maps



Imagery ©2016 Google, Map data ©2016 Google 100 ft

Google Maps



Property Card	Parcel ID Number 20-01100-29-070
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Owner Information

Fee Owner
GARY JR & CAROLE VANDELINDE

Mailing Address
7103 RIVER RD

INVER GROVE HEIGHTS MN 55076-4234



Property Address

Address
7103 RIVER RD

Municipality
INVER GROVE HEIGHTS

Parcel Information

Last Qualified Sale	Total Acres	1.04
Sale Value \$0.00	R/W Acres	0.16601331
Uses RESIDENTIAL	Water Acres	
	Plat	SECTION 11 TWN 27 RANGE 22
	Lot and Block	11 27 22
	Tax Description	PT OF GOVT LOT 8 BEG 870.2 FT E & 479.34 FT S OF NW COR W 314.44 FT TO RR R/W S 8D38M E ON R/W 153.78 FT N 80D30M E 318.88 FT N 9D30M W 100 FT TO BEG ALSO PT OF GOVT LOT 8 N OF THIS PARCEL & S OF LINE COM NW COR GOVT LOT 8 E ON N LINE 789.95 FT S 09D14M38S 481.94 FT TO BEG OF LINE N 88D50M35S W 343.55 FT TO E R/W OF RR& SAID LINE THERE TERM

2016 Building Characteristics (payable 2017)*

Building Type	S.FAM.RES	Year Built	1951	Bedrooms	3
Building Style	ONE STORY	Foundation Sq Ft	1444	Bathrooms	1.00
Frame	WOOD	Above Grade Sq Ft	1,444	Garage Sq Ft	308
Multiple Buildings		Finished Sq Ft	1,444	Other Garage	

Miscellaneous Information

School District	Watershed District	Homestead	Green Acres	Ag Preserve	Open Space
199	LOWER MISSISSIPPI	FULL HOMESTEAD			

Assessor Valuation

	Taxable	Estimated
2016 Land Values (payable 2017)	\$42,417.00	\$48,000.00
2016 Building Values (payable 2017)*	\$108,693.00	\$123,000.00
2016 Total Values (payable 2017)*	\$151,110.00	\$171,000.00
2015 Total Values (payable 2016)*	\$143,734.00	\$164,200.00

Property Tax Information

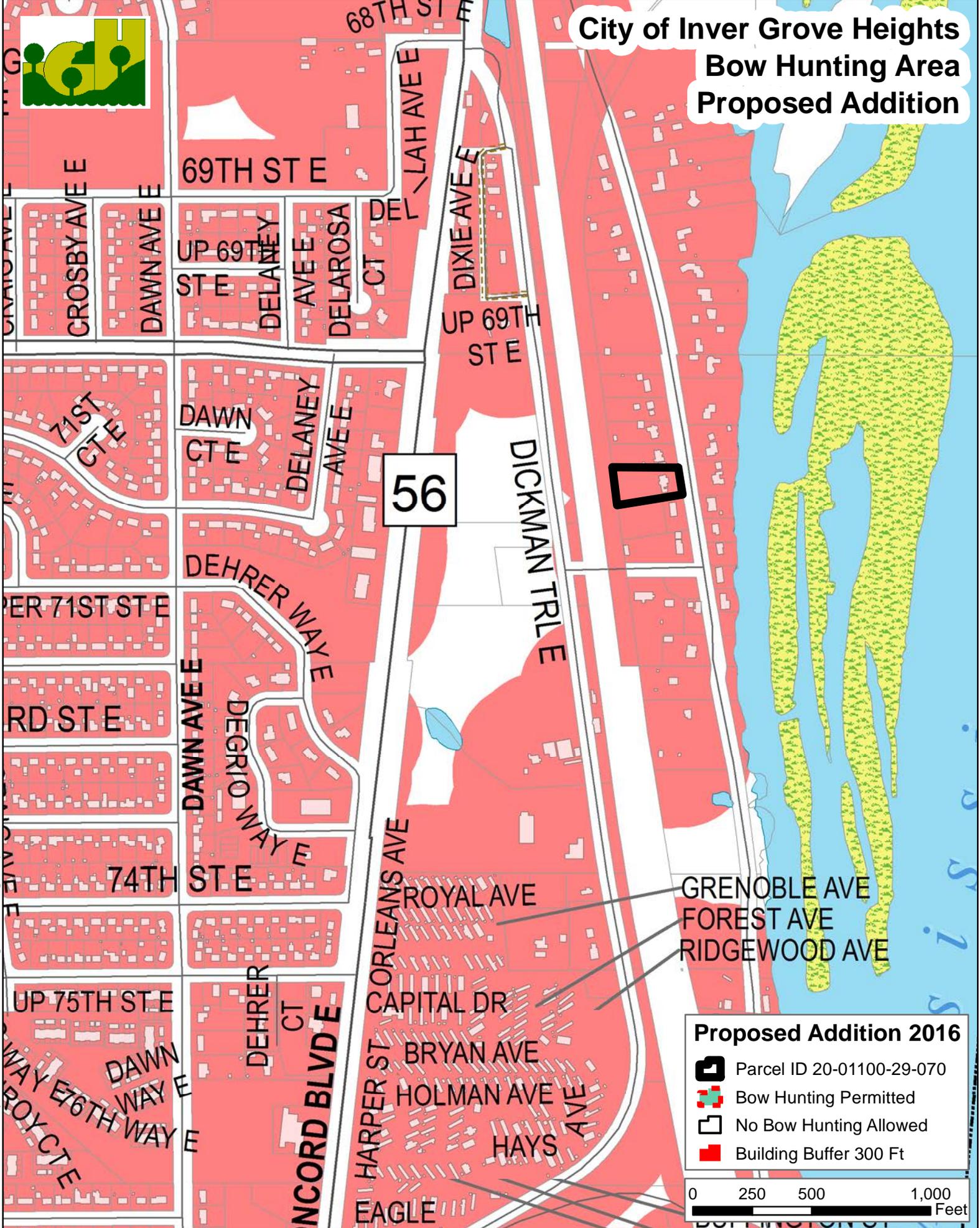
Net Tax (payable 2016)	Special Assessments (2016)	Total Tax & Assessments (2016)
------------------------	----------------------------	--------------------------------

Property Card	Parcel ID Number 20-01100-29-070	
\$1,848.62	\$0.00	\$1,848.62

* Manufactured Homes Payable the Same Year as Assessment.

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

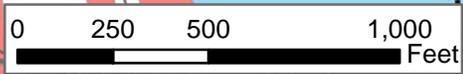
City of Inver Grove Heights Bow Hunting Area Proposed Addition



GRENOBLE AVE
FOREST AVE
RIDGEWOOD AVE

Proposed Addition 2016

-  Parcel ID 20-01100-29-070
-  Bow Hunting Permitted
-  No Bow Hunting Allowed
-  Building Buffer 300 Ft



Map produced by the City of Inver Grove Heights GIS Department using ESRI ArcGIS 10.3 Advanced. Copyright© City of Inver Grove Heights 2016. Data is projected in local coordinate system of GCS, NAD, 1983, HARN, Adj. MN, Dakota. Map sources include, but are not limited to: City of Inver Grove Heights and Dakota County GIS. THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY, AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION, AND DATA LOCATED IN VARIOUS CITY, COUNTY, AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Document Path: Y:\Gis_Data\Projects\Admin\MXDs\BowHunting_ProposedAddition_2016_Vandellinde.mxd Date: 8/10/2016 - 2:03:37 PM sodonnell

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVAL OF RENTAL AND CODE COMPLIANCE JOB DESCRIPTION AND COMPENSATION

Meeting Date: September 12, 2016
 Item Type: Discussion
 Contact: Janet Shefchik, H.R. Manager
 Prepared by: Janet Shefchik, H.R. Manager
 Reviewed by: Joe Lynch, City Administrator

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

PURPOSE/ACTION REQUESTED Approval of the Rental and Code Compliance Job Description and Compensation

SUMMARY At the August 8, 2016 City Council meeting, Council members requested additional information for further consideration of the Rental and Code Compliance Coordinator job description. This document and its attachments are intended to provide the requested detail, and to recommend approval of the job description and corresponding compensation.

To provide background, the adoption of a City rental licensing program has been in progress for some time. The program is intended to assure proper maintenance of the City’s approximately 3,700 rental units; to ensure basic living and safety standards, and to preserve rental housing stock, neighborhood stability, and property values.

A phased implementation of the rental licensing program is expected to begin after January 1, 2017. In order to prepare for that implementation, many things must occur first including planning for the additional workload and the establishment/assignment of job duties. These new duties will include program oversight such as developing procedures, entering and tracking rental unit licensing information, investigating complaints, conducting inspections, interpreting and applying rental code, ensuring compliance, and communicating outcomes.

The first reading of an ordinance to formally adopt the rental license program occurred on June 27, 2016. Prior to that reading, Council had received and discussed information regarding the estimated program costs during budget considerations. As indicated in the agenda materials for that first reading, an additional \$18,000 in salary and benefits was originally estimated to staff the program; and an adjusted amount of approximately \$13,000 was added to the 2017 budget.

Following much analysis and planning, management had made the determination that the most effective way to accomplish program implementation was to incorporate the rental licensing duties into the existing position of the Code Compliance Specialist. This is the position that has assisted in the research, is most familiar with the program, and whose current duties are most similar to the proposed duties. As the program’s implementation will be phased in, it is anticipated that the incumbent will be able to coordinate the administration of this program along

with their other programs. Additionally, as the incumbent's code compliance duties are generally cyclical, it is expected that there will be capacity to assume the rental licensing duties. It is difficult to predict the exact percentages in advance; however, it's estimated that during the months of January through March, the rental licensing duties will consume approximately 25% of the incumbent's time (possibly more during initial implementation). It is also estimated that the remainder of the year will consume a lesser percentage of time (e.g. 10-15%), depending on factors such as the timing of software implementation and frequency of complaints, etc.

While analyzing the existing Code Compliance Specialist job description for revision to include the rental duties, it was noted that the job description had not been reviewed since the City's last classification study in 2007. Since that time; however, the incumbent has taken on a number of additional responsibilities, including Housing Demolition, Dangerous Dog Hearings, and Chicken Licensing. The Housing Demolition duties are of particular note, because they assume a higher level of responsibility and complexity than the scope of the existing job description. It was during this revision process that the Department Director noted the recurring frequency of these projects and agreed to make these changes in responsibility more permanent. This together with the added responsibility of the rental program then triggered the need for a job evaluation based on the criteria of a permanent and significant change.

The Rental and Code Compliance Coordinator job description (attachment C) that was brought before Council on August 8 reflected: 1) the original duties of the Code Compliance Specialist, 2) duties that have been assumed over time, and 3) the newly proposed rental program duties. Therefore the majority of the proposed job description related to existing duties, and the only new duties reflected within it were those listed under the Rental Compliance section. Again, all other duties are already being performed by the Code Compliance Specialist, but had not been formally added to the job description or reviewed for comparable worth. Additionally, the incumbent already meets the minimum qualifications of the new position, and should be allowed to obtain the preferred certifications on the job (similar to what is allowed for Combination Inspectors). If the Code Compliance Specialist position is not approved to take on the Rental Compliance program as planned, the position will still need to be evaluated under the City's job evaluation system for the changes in responsibilities that have taken place over the past few years.

The Code Compliance Specialist has been in the current position for 8 years, and is at the top step of the corresponding salary range. As indicated on the attached comparison spreadsheet (attachment B), the position is currently paid under the market average for similar positions. Additionally, an in-depth job match was conducted to compile and compare job descriptions of other City positions with the most similar duties and responsibilities to that of the proposed rental licensing position. As noted on the attachment, positions that include Rental Compliance responsibilities are paid somewhat more than Code Compliance positions. This is also consistent with an evaluation of the comparable worth of the position (see Attachment A; job evaluation summary).

In addition to an external comparison, it is very important to ensure placement within the City's internal hierarchy, especially as comparable pay for comparable worth is the premise of Pay

Equity (MN 471.992, attachment D). A cursory evaluation and ranking of the Rental and Code Compliance Coordinator position using the City's approved job evaluation method (Point Factor System) placed the position in the "T" grade with positions at similar levels of responsibility such as the Accountant and Combination Inspector (currently male-dominated) classifications. The pay ranges for these positions are also reflected on the attached spreadsheet.

In terms of compensation, as shown in market comparison and confirmed through the job ranking process, the rental compliance function should be slotted in a pay grade to that of similarly ranked positions such as the Combination Inspector. As it is estimated that the new duties will vary and consume approximately 25% or less of a regular work week, it would not seem prudent to add another employee or position to accomplish the work. Using the rental compliance comparables, a new rental compliance employee hired at the average salary minimum would earn approximately \$57,000 per year, or \$14,375 if employed to work 25% of the work week (10 hours/.25 FTE). This proration would be approximately \$4,000 more than a proposed increase to the pay of the existing employee. Additionally, a newly hired employee's pay would increase significantly until they reached the top step of the plan. It would seem more cost effective and efficient then to utilize an existing full-time employee who is capable and already meets the minimum qualifications, and increase the pay of that person rather than to pay more for additional staff.

In regard to the question of title, many ideas have been considered, as it is difficult to reflect the administration of several programs with one single title. The term "Coordinator" in the case of the Rental and Code Compliance Coordinator job description was used to signify the coordination of various programs and processes, rather than supervision. Other non-supervisory positions at the City with the term "Coordinator" in their title include the Administrative Services Coordinator and the former Human Resources Coordinator. Whatever title is used; however, the Community Development Director would like to ensure that it make sense to others within the realm of the compliance community.

Upon review of all available information, staff recommends that compensation for the Rental and Code Compliance Coordinator position mirror the pay scale for the Combination Inspector classification. Further, staff recommends that these changes become effective upon approval of the Rental License ordinance, and that the incumbent be placed at Step 3 of the new salary range at that time. Upon successful completion of 6 months, the incumbent would then move to Step 4 of the new range. Further pay adjustments could then occur upon negotiated contract increases; an approved reclassification, or as a result of a City-wide job classification study.

Rental and Code Compliance Job Evaluation Summary

Completed July 2016, by J.S.

Existing position:

The existing Code Compliance Specialist position is a single incumbent position that reports directly to the Community Development Director and is responsible for the day-to-day administration of the Code Compliance program. The incumbent tracks complaints from receipt through to resolution, including providing notifications, researching codes, conducting inspections, reviewing properties for compliance with City code, issuing citations, and preparing requests for criminal complaints. The position involves work with other departments such as the Police Department, the public in occasionally volatile situations (angry complainants and/or angry code violator), and a work environment that may involve risk, such as unlawful citizens, and unsafe or unsanitary conditions.

Job Growth/Expanded Duties:

In addition to performing the Code Compliance duties, the incumbent has taken on additional duties over the past few years including coordinating Housing Demolitions (e.g. contractors), conducting Dangerous Dog hearings, administering Chicken Licenses, and occasionally conducting inspections to assist the building inspection unit. Additionally, the incumbent has been involved in conducting research to assist in the development of the Rental Compliance program. It is important to note that none of the aforementioned additional duties are reflected in the current job description, as it has not been updated since the City's last classification study in 2007. Minimally the position should be reviewed for these changes; however because the addition of the Rental Compliance duties will mean a significant and permanent change, the job description should be rewritten and reevaluated for appropriate classification and compensation.

Internal Comparison:

When compared to the Combination Inspectors, there are some similarities in that both positions are responsible for understanding and applying codes (as stated above). The Combination Inspectors have a variety of technical trades and related building codes they must be familiar with, but they also have access to other Inspectors (multiple incumbents with varying knowledge in the various trades) and the Building Official for technical guidance. The Code Compliance Specialist has a somewhat more narrow technical scope, but as a single incumbent, is relied upon to have depth of knowledge needed to act as the single expert in Code Compliance, and to conduct day-to-day administration of the program. Additionally, the Code Compliance Specialist does not have other office staff available to support her with program administration, as the Combination Inspectors do.

The qualifications for both positions require a similar combination of relevant education and experience. The Combination Inspector position indicates a preference of a related 2-year degree plus 2 years work experience and MN Building Official's license, and the ability to obtain an MPCA certification within 18 months. The Code Compliance Specialist position originally required a related 4-year plus 3 months experience, but was changed to reflect a similar preference which includes a combination of a related education (2-year degree) and experience.

External Comparisons:

An in-depth job match was conducted which identified positions in other cities with similar job duties and responsibilities, and a salary comparison was completed. The salary comparison showed that the Code Compliance Specialist position is currently underpaid when compared to its contemporaries, and that those positions with rental compliance responsibilities are paid somewhat more than even the code compliance positions.

Recognition of Broadened Scope:

The Rental Compliance program will require new software and procedures to be implemented, in order for the program to become operational. The Code Compliance Specialist is the person who has been most actively involved in research for Rental Compliance program development, and the most logical to assume the additional duties. Both the software system and procedural implementations will then be the sole responsibility of the new combined position.

The skill-set necessary to perform the duties of the rental compliance program are similar to that of the Code Compliance Specialist; however additional training will need to be sought out and the Department Director prefers that the incumbent obtain certification to show proficiency. Similar to the Combination Inspectors, the incumbent will be given a timeframe within which to obtain the preferred certification.

Taking on the additional Rental Compliance duties, broadens the scope of the position. Rather than a single knowledge base, the position will be responsible for at least two moderately complex bodies of knowledge and two full programs. This is why it is important to give credit for the highest level of duties, and to examine the full scope when classifying and rating positions. Assigning a blended level or rate between the two does not give credit for the full scope of requisite knowledge, duties, and responsibilities required for 2 or more programs.

Job Ranking:

A cursory review of the Rental and Code Compliance job description using the City's adopted job evaluation system (Point Factor) for Pay Equity resulted in placement within the "T" job grade which includes positions such as Accountant and Combination Inspector .

Summary:

The current Code Compliance Specialist possesses a similar skill-set, and has the capability to learn and take on the additional duties, especially as she has been involved in program research and has developed a baseline familiarity with property codes. She should be allowed to obtain training and the preferred certification on the job, similarly to what is allowed for the Combination Inspectors. Ultimately, she should receive credit for the broadened scope of her position and responsibility for two similar yet distinctly different programs. Her job description should also reflect the appropriate level of responsibility associated with program coordination, especially as the Rental Code program is a new program that requires much more than enforcing existing City codes. Additionally, as the Market comparisons show, Rental Compliance is considered a slightly higher level responsibility and therefore is typically assigned a somewhat higher rate of pay.

Recommendations:

The revised job description of Rental and Code Compliance Coordinator should be accepted and the incumbent's pay should be adjusted to the recommended comparable rate, effective with the approval and establishment of the Rental ordinance and program.

**Code and Rental Compliance
Salary Survey/Compensation Comparison
August 2016**

ATTACHMENT B

	Code Compliance		Rental Compliance	
	Min.	Max.	Min.	Max.
St. Louis Park	65,540	77,106	65,540	77,106
Richfield	55,536	71,386	56,992	76,627
Fridley	54,995	70,262	54,995	70,262
West St Paul	51,750	64,667	54,309	67,891
Roseville	55,702	67,101	55,702	67,101
Average Comp. Cities	56,705	70,104	57,508	71,797
Maple Grove	54,467	68,083	59,542	75,065
Burnsville	54,038	74,838	54,038	74,838
Brooklyn Center	55,322	67,323	56,705	69,007
Average All Cities	55,919	70,096	57,228	72,237
Inver Grove Heights	47,507	63,336	TBD	TBD
Difference Comp. Cities	(9,198)	(6,768)		
Difference All Cities	(8,412)	(6,760)		

Salary ranges of City positions that most closely align with the responsibility level of the proposed Rental Compliance position:

	Min	1 Yr	2 yrs	3 yrs	4 yrs/ Max.	
Accountant	61,713.60	65,811.20	67,870.40	69,929.60	72,051.20	AFSCME
Combination Inspector	56,492.80	63,523.20	67,121.60	70,657.60	74,235.20	AFSCME
Average	59,103.20	64,667.20	67,496.00	70,293.60	73,143.20	

Observations:

1. The Code Compliance Specialist has been in her current position for 8+ years and is at the top step of her salary range
2. The Code Compliance Specialist is paid approx. \$6,700 less than the Code Comp. comparable group & \$8,500 less than Rental Compliance group
3. If the Code Compliance Specialist was brought up to the average top step of her current position, the pay would be approx. \$70,100
4. That would place her at about the 3 year step of other City positions most closely aligned with the Rental Compliance Comparison

Options:

Utilize the existing pay range for either Accountant or Combination Inspector, or create a new range (e.g. using the average).
Place the employee at the 3yr Step and move them to Top/4yr Step after successful completion of 6 months performing the Rental Compliance role.

Recommendation:

Utilize the pay scale for the Combination Inspectors, and place the employee at Step 3 until successful completion of 6 months in the position.

City of Inver Grove Heights**POSITION DESCRIPTION****Position Title:** *Rental and Code Compliance Coordinator***Department/Location:** *Community Development***Immediate Supervisor:** *Community Development Director***Latest PD Revision:** *8.16*

Position Summary: This position is responsible for the implementation and administration of Rental Licensing, Code Compliance, and related programs. Responsibilities consist of a full range of compliance activities including assisting with program research and development, conducting inspections, preparing associated reports and notifications, responding to citizens and others, preparing criminal complaints; processing, issuing and tracking of licenses, developing and refining processes and systems, and maintaining databases. Incumbent must maintain and apply knowledge of City and State Codes and coordinate with internal and external agencies to ensure compliance.

Essential Accountabilities and Expected Outcomes**Rental Licensing**

Administers the rental licensing program which includes assisting with program research and development and performing program implementation, coordination, and development of processes and procedures

Assists with software and vendor research; works to install, implement, and maintain programs; maintains database and accurate records; creates reports, analyzes and tracks data; provides monthly and year-end reports to City Council

Develops and implements processes and procedures; conducts research on best practices, creates and updates document templates and processing protocols regarding program requirements such as FAQs, license applications, complaints, notifications, deadlines, extensions, repeat offenses, and citations

Processes and tracks licenses including intake, payment, follow-up, and issuance or denial

Performs inspections of rental units; examines the health, safety and welfare of the interior and exterior of unit(s) utilizing property maintenance codes and standards; keeps up-to-date on codes and implements procedural changes as necessary

Coordinates violation notifications, reporting and follow-up; maintains documentation related to inspection and enforcement activities; coordinates with Police, Fire, Planning, Engineering, and Building Inspections; coordinates with County Health and Social Services departments

Issues warning notices, compliance orders, citations, and prepares requests for criminal complaints to the City Council

Confers regularly with other departments to review problem properties; coordinates with the Police Department regarding conditional and provisional licensing, denials, and revocations; monitors problem properties and develops solutions to chronic problems

Provides prompt and courteous response to inquiries from owners, managers, renters and others regarding the City's housing code and related ordinances, policies, and procedures

Code Compliance

Develops, administers, and oversees program which includes research, coordination and implementation, refinement of processes and procedures

Performs activities such as investigating nuisance complaints, abandoned vehicles, zoning, trash and grass/weeds complaints; conducting code inspections

Hires and coordinates contractors for refuse removal and lawn care

Completes annual list of Special Assessments which includes tracking and intake of payments, notices, Council memorandums, and coordination with Finance Department

Responsible for monthly and year-end reports to City Council

Coordinates code violation notifications, reporting and follow-up as directed. Maintains documentation related to inspection and enforcement activities; coordinates code and rental license activities with Planning, Engineering, Inspections, Fire, and Police Department staff

Issues warning notices, compliance orders, citations, and prepares requests for criminal complaints to the City prosecutor; testifies in court as subpoenaed/requested

Obtains and tracks licenses for residential chickens; performs inspections, and notifies residents and neighbors when renewals are due; and provides memorandum to City Council if objection is received

Provides prompt and courteous response to inquiries from property owners, citizens and others regarding the City's codes, related ordinances, policies, and procedures

Maintains database of related information and accurate records

Monitors problem properties and develops solutions to chronic problems

Dangerous Dog Hearings

Conducts or coordinates dangerous dog hearings

Maintains and applies knowledge of City and State Codes relating to Dangerous and Potentially Dangerous Dogs

Reviews Incident Report and Supplemental Reports from Police Department
Interviews all parties involved

Makes a determination based on findings from interviews and facts from reports

Issues notifications of findings

Maintains all documentation relating to case

Housing Demolition

Serves as Project Manager by establishing and following program and procedure for housing demolitions

Creates Requests for Proposal for hazardous materials removal

Creates Request for Proposal for demolition

Composes contracts and hires contractors for regulated material removal and demolition

Coordinates with other departments to coordinate meetings and site visits

Coordinates with other departments to schedule trainings prior to demolition

Maintains documentation relating to inspection and demolition

Other

Assumes additional accountabilities as assigned

Accountabilities Shared by all City Employees:

Developing and maintaining a thorough working knowledge of all department and City-wide policies, protocols and procedures that apply to the performance of this position.

Demonstrating by personal example the service excellence and integrity expected from all employees.

Developing respectful and cooperative working relationships with co-workers, including willing assistance to fellow employees so that their job responsibilities can be performed with confidence as quickly as possible.

Conferring regularly with and keeping one's immediate supervisor informed on all important matters pertaining to assigned job accountabilities.

Representing the City in a professional manner to all outside contacts when doing the City's business and also with the general public.

Typical Working Environment:

Demands of the position may require employee to work days/evenings/weekends.

Position is primarily administrative in nature, working in a typical office environment and conducting frequent field investigations and/or inspections outside of the office in the elements, year-round.

Typical Physical Requirements for this Position:

Must be able to sit, stand, speak, hear, and effectively communicate. Ability to lift and move up to 40 pounds.

Selection Criteria to Qualify for this Position:

- Valid MN Class "D" Driver's License or ability to obtain.
- 2-year degree from an accredited college or university.
- At least 4 years of related experience.
- Ability to resolve issues in a diplomatic, positive, and mutually beneficial manner.
- Knowledge of property inspection programs and practices.
- General knowledge of related property (nuisance, blight, housing, etc.) codes.
- Ability to communicate clearly and effectively, both orally and in writing.
- Ability to work well with the public and with fellow staff and elected officials.

Preferred Qualifications:

Ability to obtain related certifications such as: Property Maintenance, Housing or Rental Inspector certifications via International Code Council (ICC) or American Home Inspectors Training Institute (AHIT).

Any combination of education and experience which substantially demonstrates the knowledge, skills, and abilities required to successfully perform this job will be considered.

Employee's Acknowledgement and Date: _____

Supervisor's Acknowledgement and Date: _____

Administrative Services Acknowledgement and Date: _____

471.992 EQUITABLE COMPENSATION RELATIONSHIPS.

Subdivision 1. **Establishment.** Subject to sections 179A.01 to 179A.25 and sections 177.41 to 177.44 but notwithstanding any other law to the contrary, every political subdivision of this state shall establish equitable compensation relationships between female-dominated, male-dominated, and balanced classes of employees in order to eliminate sex-based wage disparities in public employment in this state. A primary consideration in negotiating, establishing, recommending, and approving compensation is comparable work value in relationship to other employee positions within the political subdivision. This law may not be construed to limit the ability of the parties to collectively bargain in good faith.

Subd. 2. **Arbitration.** In all interest arbitration involving a class other than a balanced class held under sections 179A.01 to 179A.25, the arbitrator shall consider the equitable compensation relationship standards established in this section and the standards established under section 471.993, together with other standards appropriate to interest arbitration. The arbitrator shall consider both the results of a job evaluation study and any employee objections to the study. In interest arbitration for a balanced class, the arbitrator may consider the standards established under this section and the results of, and any employee objections to, a job evaluation study, but shall also consider similar or like classifications in other political subdivisions.

Subd. 3. [Repealed, 1990 c 512 s 13]

Subd. 4. **Collective bargaining.** In collective bargaining for a balanced class, the parties may consider the equitable compensation relationship standards established by this section and the results of a job evaluation study, but shall also consider similar or like classifications in other political subdivisions.

History: 1984 c 462 s 27; 1984 c 651 s 2; 1986 c 459 s 1; 1Sp1986 c 3 art 2 s 18; 1990 c 512 s 2-4