



INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, November 14, 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. Resolution Approving Disbursements for Period Ending October 19, 2016
 - B. Approve Transfers to City of Inver Grove Heights Economic Development Authority (EDA)
 - C. Consider Approval of Lions Trophy Case Replacement/Agreement
 - D. Schedule Public Hearing on December 12, 2016 at 7:00PM
 - E. Consider Approval of Tables and Chairs for Veterans Memorial Community Center
 - F. Consider Final Compensating Change Order No. 7 and Final Pay Voucher No.11 for the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70th Street Lift Station, Argenta District
 - G. Consider Change Order No. 6 and Pay Voucher No. 9 for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2016-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation
 - H. Resolution Approving an Amendment to the Joint Powers Agreement between Inver Grove Heights and Eagan Establishing the Eagan-Inver Grove Heights Watershed Management Organization (WMO)
 - I. Consider Resolution to Ratify and Confirm the Acceptance of the Proposal from Barr Engineering for a Condition Inspection of the Existing 96-inch CMP Culvert under Dickman Trail and Railroad Right-of-Way
 - J. Consider Resolution Accepting Proposal from Bolton & Menk, Inc. for a Comprehensive Sanitary Sewer Study – Robert District/B-Line District Alternate (City Project No. 2015-20)
 - K. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Encroachment Agreement for 1563 86th Court (Lot 6, Block 1, Orchard Trail)
 - L. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Drainage, Utility and Stormwater Ponding Easement for 9909 Baxter Trail (Lot 5, Block 2, Marcott Woods 2nd Addition)
 - M. Approve Drainage and Utility Easements across Lots 4, 5 and 23, Block 1, Park Point
 - N. Consider a Resolution Scheduling a Public Hearing to Consider the Draft of Part 2 of the Wellhead Protection Plan
 - 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:

7. REGULAR AGENDA:

I. FINANCE:

A. Resolution Providing for the Sale of \$8,755,000 General Obligation Refunding Bonds, Series 2016A

B. Resolution Providing for the Sale of \$8,535,000 General Obligation Refunding Bonds, Series 2017A

C. Consider First Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees

II. COMMUNITY DEVELOPMENT:

D. **DAN LENCOWSKI;** Consider Resolutions relating to Variances to allow an accessory structure over 1,000 square feet and to allow a setback of 17.7 feet where as 50 feet is required for property located at 9311 Rich Valley Boulevard.

E. **JEFF BURNS;** Consider a Resolution relating to a Variance to allow a garage addition to be located 44 feet from the property line whereas 50 feet is required for property located at 10405 Andrea Trail

III. PUBLIC WORKS:

F. Second Reading of an Ordinance Amending Inver Grove Heights City Code, Title 9, Chapter 5, Section 9-5-1 through Section 9-5-12 Related to Stormwater

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 14, 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 October 20, 2016 to November 9, 2016.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 9, 2016. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$627,749.24
Debt Service & Capital Projects	215,378.07
Enterprise & Internal Service	369,038.57
Escrows	67,822.53
	<hr/>
Grand Total for All Funds	<u><u>\$1,279,988.41</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 October 20, 2016 to November 9, 2016 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING November 9, 2016**

WHEREAS, a list of disbursements for the period ending November 9, 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	\$627,749.24
Debt Service & Capital Projects	215,378.07
Enterprise & Internal Service	369,038.57
Escrows	67,822.53
Grand Total for All Funds	<u><u>\$1,279,988.41</u></u>

Adopted by the City Council of Inver Grove Heights this 14th day of November, 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Expense Approval Report

By Fund

Payment Dates 10/20/2016 - 11/09/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACCESSABILITY, INC.	112440	10/26/2016	9/30/16	101.41.1100.413.30700	9.37
ACCESSABILITY, INC.	112440	10/26/2016	9/30/16	101.41.1200.414.30700	9.37
ACCESSABILITY, INC.	112440	10/26/2016	9/30/16	101.42.4000.421.30700	18.72
ACCESSABILITY, INC.	112440	10/26/2016	9/30/16	101.43.5000.441.30700	9.37
ADVANCED GRAPHIX, INC.	195648	10/26/2016	10/19/16	101.42.4000.421.50030	83.00
AFSCME COUNCIL 5	INV0057052	10/14/2016	UNION DUES (AFSCME FAIR	101.203.2031000	31.70
AFSCME COUNCIL 5	INV0057053	10/14/2016	UNION DUES (AFSCME FULL	101.203.2031000	843.84
AFSCME COUNCIL 5	INV0057054	10/14/2016	UNION DUES (AFSCME FULL	101.203.2031000	70.32
AFSCME COUNCIL 5	INV0057810	10/28/2016	UNION DUES (AFSCME FAIR	101.203.2031000	31.70
AFSCME COUNCIL 5	INV0057811	10/28/2016	UNION DUES (AFSCME FULL	101.203.2031000	843.84
AFSCME COUNCIL 5	INV0057812	10/28/2016	UNION DUES (AFSCME FULL	101.203.2031000	70.32
AMERICAN TEST CENTER	2162600	10/26/2016	10/13/16	101.42.4200.423.30700	2,087.50
ASSOCIATED BANK, N.A.	2016-01423	11/02/2016	2016-01423	101.42.4000.421.30700	124.62
BAUER, NANCY	16-06	10/26/2016	10/3/16	101.41.1100.413.30700	287.50
BETTS, BETH	1070	10/26/2016	10/11/16	101.44.6000.451.30700	450.00
BITUMINOUS ROADWAYS, INC.	26043	10/26/2016	35265	101.43.5200.443.60016	17,881.38
CENTURY LINK	168511001	11/02/2016	10/3/16	101.44.6000.451.40047	3,124.00
CITY OF MINNEAPOLIS RECEIVABLES	400451000422	10/26/2016	612005356	101.42.4000.421.30700	2,086.20
CITY OF MINNEAPOLIS RECEIVABLES	400451000493	10/26/2016	612005356	101.42.4000.421.30700	1,657.80
CITY OF SAINT PAUL	IN000018697	11/09/2016	76	101.43.5200.443.60016	5,875.71
CITY OF SAINT PAUL	IN00018739	11/09/2016	76	101.43.5200.443.60016	1,998.90
COLLINS ELECTRICAL CONST.	1631547.01	10/26/2016	10/6/16	101.43.5200.443.40046	269.63
COLLINS ELECTRICAL CONST.	1631573.01	11/09/2016	10/18/16	101.43.5200.443.40046	181.75
DAKOTA COMMUNICATIONS CENTER	IGH2016-12	11/09/2016	DECEMBER 2016	101.42.4000.421.70502	44,178.40
DAKOTA COMMUNICATIONS CENTER	IGH2016-12	11/09/2016	DECEMBER 2016	101.42.4200.423.70502	5,961.60
DAKOTA CTY FINANCIAL SVCS	00022515	11/02/2016	P0001753	101.43.5400.445.40020	578.22
DAKOTA CTY TECH COLLEGE	00140473	10/26/2016	00092312	101.42.4000.421.50080	900.00
DAKOTA CTY TECH COLLEGE	00140537	11/09/2016	00126219	101.43.5200.443.50080	400.00
DAKOTA ELECTRIC ASSN	443054-2 11/16	11/24/2016	Electric	101.44.6000.451.40020	14.00
EFTPS	INV0057076	10/14/2016	FEDERAL WITHHOLDING	101.203.2030200	47,527.34
EFTPS	INV0057078	10/14/2016	MEDICARE WITHHOLDING	101.203.2030500	12,296.30
EFTPS	INV0057079	10/14/2016	SOCIAL SECURITY WITHHOLDI	101.203.2030400	35,247.70
EFTPS	INV0057080	10/14/2016	FEDERAL WITHHOLDING	101.203.2030200	1,115.90
EFTPS	INV0057082	10/14/2016	MEDICARE WITHHOLDING	101.203.2030500	176.72
EFTPS	INV0057083	10/14/2016	SOCIAL SECURITY WITHHOLDI	101.203.2030400	755.60
EFTPS	INV0057831	10/28/2016	FEDERAL WITHHOLDING	101.203.2030200	48,543.46
EFTPS	INV0057833	10/28/2016	MEDICARE WITHHOLDING	101.203.2030500	13,111.12
EFTPS	INV0057834	10/28/2016	SOCIAL SECURITY WITHHOLDI	101.203.2030400	39,095.82
EMMONS & OLIVIER RESOURCES	00095-0053-5	11/02/2016	00095-0053	101.43.5100.442.30300	94.50
EMMONS & OLIVIER RESOURCES	00095-0053-5	11/02/2016	00095-0053	101.43.5100.442.30300	472.50
EXPERT TREE AND SERVICE AND SCIENCE	7413	10/26/2016	10/10/16	101.43.5200.443.40046	370.00
FIRSTSCRIBE	2471063	11/02/2016	10/1/16	101.43.5100.442.40044	250.00
FLAGSHIP RECREATION LLC	F6518	11/02/2016	10/20/16	101.44.6000.451.40047	91.25
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0057057	10/14/2016	HSA ELECTION-FAMILY	101.203.2032500	2,654.74
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0057058	10/14/2016	HSA ELECTION-SINGLE	101.203.2032500	2,674.37
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0057815	10/28/2016	HSA ELECTION-FAMILY	101.203.2032500	2,554.74
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0057816	10/28/2016	HSA ELECTION-SINGLE	101.203.2032500	2,674.37
GENESIS EMPLOYEE BENEFITS ACH ONLY	10/31/16	10/31/2016	FLEX COMP DED PAY	101.203.2031500	2,307.90
GENESIS EMPLOYEE BENEFITS, INC	IN879806	10/26/2016	9/1/16-9/30/16	101.42.4000.421.30550	34.00
GENESIS EMPLOYEE BENEFITS, INC	IN879806	10/26/2016	9/1/16-9/30/16	101.45.3300.419.30550	6.00
GENESIS EMPLOYEE BENEFITS, INC	IN886367	11/02/2016	8/1/16-8/31/16	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN886370	11/02/2016	9/1/16-9/30/16	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	101.41.1100.413.30550	6.78
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	101.41.2000.415.30550	11.08
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	101.42.4000.421.30550	38.25
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	101.42.4200.423.30550	2.25
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	101.43.5000.441.30550	2.25
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	101.43.5100.442.30550	9.00
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	101.43.5200.443.30550	2.25
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	101.44.6000.451.30550	5.27
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	101.45.3000.419.30550	2.02
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	101.45.3300.419.30550	6.75
GOODPOINTE TECHNOLOGY, INC.	3686	11/02/2016	10/26/16	101.43.5100.442.40044	6,440.00
ICMA MEMBERSHIP RENEWALS	2017 RENEWAL 140748	11/02/2016	140748	101.41.1100.413.50070	1,110.75
ICMA RETIREMENT TRUST - 457	INV0057059	10/14/2016	ICMA-AGE <49 %	101.203.2031400	4,566.26
ICMA RETIREMENT TRUST - 457	INV0057060	10/14/2016	ICMA-AGE <49	101.203.2031400	4,252.30
ICMA RETIREMENT TRUST - 457	INV0057061	10/14/2016	ICMA-AGE 50+ %	101.203.2031400	1,423.13

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0057062	10/14/2016	ICMA-AGE 50+	101.203.2031400	5,094.36
ICMA RETIREMENT TRUST - 457	INV0057063	10/14/2016	ICMA (EMPLOYER SHARE ADI	101.203.2031400	78.92
ICMA RETIREMENT TRUST - 457	INV0057072	10/14/2016	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,219.24
ICMA RETIREMENT TRUST - 457	INV0057073	10/14/2016	ROTH IRA (AGE 50 & OVER)	101.203.2032400	200.00
ICMA RETIREMENT TRUST - 457	INV0057074	10/14/2016	ROTH-AGE <49 %	101.203.2032400	118.70
ICMA RETIREMENT TRUST - 457	INV0057817	10/28/2016	ICMA-AGE <49 %	101.203.2031400	4,380.63
ICMA RETIREMENT TRUST - 457	INV0057818	10/28/2016	ICMA-AGE <49	101.203.2031400	4,252.30
ICMA RETIREMENT TRUST - 457	INV0057819	10/28/2016	ICMA-AGE 50+ %	101.203.2031400	1,295.62
ICMA RETIREMENT TRUST - 457	INV0057820	10/28/2016	ICMA-AGE 50+	101.203.2031400	5,094.36
ICMA RETIREMENT TRUST - 457	INV0057821	10/28/2016	ICMA (EMPLOYER SHARE ADI	101.203.2031400	78.92
ICMA RETIREMENT TRUST - 457	INV0057828	10/28/2016	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,119.24
ICMA RETIREMENT TRUST - 457	INV0057829	10/28/2016	ROTH IRA (AGE 50 & OVER)	101.203.2032400	200.00
ICMA RETIREMENT TRUST - 457	INV0057830	10/28/2016	ROTH-AGE <49 %	101.203.2032400	134.28
INFINITY WIRELESS	39631	10/26/2016	10/12	101.42.4200.423.40042	967.00
ING DIRECT	INV0057087	10/14/2016	MSRS-HCSP	101.203.2032200	6,961.43
INSIGHT EDGE	1486	11/09/2016	SECOND MONTH OF COACHIN	101.44.6000.451.30700	400.00
IUOE	INV0057064	10/14/2016	UNION DUES IUOE	101.203.2031000	1,182.67
LELS	INV0057065	10/14/2016	UNION DUES (LELS)	101.203.2031000	1,674.00
LELS SERGEANTS	INV0057075	10/14/2016	UNION DUES (LELS SGT)	101.203.2031000	245.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Community	11/09/2016	Legal	101.45.3000.419.30420	628.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Council Mee	11/09/2016	Legal	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Engineering	11/09/2016	Legal	101.43.5100.442.30420	3,949.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Fire	11/09/2016	Legal	101.42.4200.423.30420	48.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Mayor/CC	11/09/2016	Legal	101.41.1000.413.30420	11,311.65
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Nextel West	11/09/2016	Legal	101.43.5000.441.30420	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Parks	11/09/2016	Legal	101.44.6000.451.30420	543.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Planning	11/09/2016	Legal	101.45.3200.419.30420	3,672.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Police	11/09/2016	Legal	101.42.4000.421.30420	1,753.15
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Sale of 3501	11/09/2016	Legal	101.41.1000.413.30420	112.00
LOCAL GOVERNMENT INFORMATION SYSTEM (	42400	10/26/2016	106325	101.42.4000.421.70501	1,844.00
LOCAL GOVERNMENT INFORMATION SYSTEM (	42410	10/26/2016	111541	101.42.4200.423.30700	124.00
M & J SERVICES, LLC	1525	10/26/2016	10/6/16	101.43.5200.443.40046	615.00
M & J SERVICES, LLC	1527	11/09/2016	10/17/16	101.43.5200.443.40046	7,940.00
M & J SERVICES, LLC	1529	10/26/2016	10/17/16	101.43.5200.443.40046	2,290.00
M & J SERVICES, LLC	1531	11/02/2016	10/21/16	101.44.6000.451.40047	2,475.00
M & J SERVICES, LLC	1534	11/09/2016	10/26/16	101.43.5200.443.40046	830.00
M & J SERVICES, LLC	1537	11/09/2016	10/28/16	101.43.5200.443.40046	2,200.00
M & J SERVICES, LLC	1538	11/09/2016	10/28/16	101.43.5200.443.40046	510.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1228895	10/26/2016	012439	101.203.2031700	2,715.63
MADISON NATIONAL LIFE INSURANCE COMPAN	1228895	10/26/2016	NOVEMBER 2016 012439	101.42.4000.421.20630	28.44
MARTIN, FRANKLIN	11/7/16	11/09/2016	TUITION REIMBURSEMENT	101.45.3300.419.50085	1,000.00
MIDWEST SCHOOL OF DIVING	10/18/16	10/26/2016	10/18/16	101.42.4200.423.60040	1,858.00
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0057813	10/28/2016	JOEL JACKSON FEIN/TAXPAY	101.203.2032100	428.80
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0057814	10/28/2016	JUSTIN PARRANTO FEIN/TAXI	101.203.2032100	106.13
MIRJANA'S TAILOR SHOPPE	9/15/16	10/26/2016	9/15/16	101.42.4200.423.30700	21.00
MN DEPT OF EMPLOYMENT & ECONOMIC DEV	10/20/16	10/20/2016	3RD QTR UNEMPLOYMENT	101.42.4000.421.20700	3,021.00
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	101.207.2070300	34.49
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	101.207.2070300	0.99
MN DEPT OF REVENUE	INV0057832	10/28/2016	STATE WITHHOLDING	101.203.2030300	19,337.74
MN LIFE INSURANCE CO	NOVEMBER 2016	11/02/2016	POLICY #0027324	101.203.2030900	3,075.03
MN LIFE INSURANCE CO	NOVEMBER 2016	11/02/2016	POLICY #0027324	101.42.4000.421.20620	(21.39)
MN NCPERS LIFE INSURANCE	NOVEMBER 2016	11/02/2016	NOVEMBER 2016	101.203.2031600	320.00
MN STATE FIRE DEPT ASSOC	2017	11/09/2016	2017 MSFDA DUES	101.42.4200.423.50070	495.00
NATURE CALLS, INC.	24907	11/02/2016	SEPTEMBER 2016	101.44.6000.451.40065	2,015.00
O' REILLY AUTO PARTS	1767-234323	11/09/2016	1578028	101.42.4200.423.60040	12.99
PERA	INV0057066	10/14/2016	PERA COORDINATED PLAN	101.203.2030600	33,659.80
PERA	INV0057067	10/14/2016	EMPLOYER SHARE (EXTRA P	101.203.2030600	2,589.15
PERA	INV0057068	10/14/2016	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0057069	10/14/2016	EMPLOYER SHARE (PERA DE	101.203.2030600	69.23
PERA	INV0057070	10/14/2016	PERA POLICE & FIRE PLAN	101.203.2030600	14,964.42
PERA	INV0057071	10/14/2016	EMPLOYER SHARE (POLICE &	101.203.2030600	22,446.51
PERA	INV0057822	10/28/2016	PERA COORDINATED PLAN	101.203.2030600	33,270.88
PERA	INV0057823	10/28/2016	EMPLOYER SHARE (EXTRA P	101.203.2030600	2,559.21
PERA	INV0057824	10/28/2016	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0057825	10/28/2016	EMPLOYER SHARE (PERA DE	101.203.2030600	69.23
PERA	INV0057826	10/28/2016	PERA POLICE & FIRE PLAN	101.203.2030600	14,135.06
PERA	INV0057827	10/28/2016	EMPLOYER SHARE (POLICE &	101.203.2030600	21,202.63
PINE BEND PAVING, INC.	16-638	10/26/2016	10/10/16	101.43.5200.443.60016	440.55
RCM SPECIALTIES, INC.	5700	10/26/2016	10/4/16	101.43.5200.443.40046	685.00
RCM SPECIALTIES, INC.	5710	10/26/2016	10/7/16	101.43.5200.443.60016	344.39
RCM SPECIALTIES, INC.	5745	11/09/2016	10/31/16	101.43.5200.443.60016	474.35
SHAPCO PRINTING	325776	10/26/2016	0585	101.41.1100.413.50032	4,295.00
SPRINT	842483314-179	10/28/2016	Telephone	101.41.1000.413.50020	69.98
SPRINT	842483314-179	10/28/2016	Telephone	101.41.1100.413.50020	69.98
SPRINT	842483314-179	10/28/2016	Telephone	101.41.2000.415.50020	34.99
SPRINT	842483314-179	10/28/2016	Telephone	101.42.4000.421.50020	34.99

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPRINT	842483314-179	10/28/2016	Telephone	101.42.4200.423.50020	34.99
SPRINT	842483314-179	10/28/2016	Telephone	101.43.5000.441.50020	34.99
SPRINT	842483314-179	10/28/2016	Telephone	101.44.6000.451.50020	34.99
SPRINT	842483314-179	10/28/2016	Telephone	101.45.3000.419.50020	34.99
STREICHER'S	I1233259	11/09/2016	285	101.42.4000.421.60045	96.00
T MOBILE	10/8/16 494910368	11/02/2016	494910368	101.43.5100.442.50020	99.98
TOTAL CONSTRUCTION & EQUIP.	68843	10/26/2016	CIT001	101.43.5400.445.40042	99.95
TOURVILLE, GEORGE	10/19/16	10/26/2016	REIMBURSE-BEST BUY	101.41.1000.413.60040	106.39
TWIN CITIES OCCUPATIONAL HEALTH PC	T1420I2387	10/26/2016	10/13/16	101.41.1100.413.30500	1,855.00
TWIN CITY FIREPLACE & STONE CO.	176402	10/26/2016	MH2016-2387	101.45.0000.3224000	50.00
TYLER TECHNOLOGIES, INC	025-171413	11/02/2016	41443	101.41.2000.415.40044	438.00
UNIFIRST CORPORATION	090 0325806	10/26/2016	1051948	101.43.5200.443.60045	52.85
UNIFIRST CORPORATION	090 0325806	10/26/2016	1051948	101.44.6000.451.60045	32.40
UNIFIRST CORPORATION	090 0326893	10/26/2016	1051948	101.43.5200.443.60045	37.70
UNIFIRST CORPORATION	090 0326893	10/26/2016	1051948	101.44.6000.451.60045	32.40
UNIFIRST CORPORATION	090 0327955	10/26/2016	1051948	101.43.5200.443.60045	37.70
UNIFIRST CORPORATION	090 0327955	10/26/2016	1051948	101.44.6000.451.60045	32.40
UNIFIRST CORPORATION	090	11/09/2016	1051948	101.43.5200.443.60045	37.70
UNIFIRST CORPORATION	090	11/09/2016	1051948	101.44.6000.451.60045	32.40
UNIFIRST CORPORATION	090 0330152	11/09/2016	1051948	101.43.5200.443.60045	37.70
UNIFIRST CORPORATION	090 0330152	11/09/2016	1051948	101.44.6000.451.60045	32.40
UPS	000027914A426	11/09/2016	27914A	101.43.5200.443.60016	5.20
URBAN LAND INSTITUTE	11/9/16	11/02/2016	11TH ANNUAL ECONOMIC OU	101.45.3000.419.50080	90.00
VERIFIED CREDENTIALS, INC.	258578	11/02/2016	10/31/16	101.41.1100.413.30700	154.75
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	101.42.4000.421.50020	1,334.89
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	101.42.4200.423.50020	667.82
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	101.43.5000.441.50020	52.68
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	101.43.5100.442.50020	343.23
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	101.43.5200.443.50020	367.18
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	101.44.6000.451.50020	373.87
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	101.45.3000.419.50020	51.37
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	101.45.3300.419.50020	349.45
WAGNER'S SOD CO, INC	2016-2881	10/26/2016	9/28/16	101.43.5200.443.60016	24.00
Fund: 101 - GENERAL FUND					589,076.93
MN ASSOC OF CONVENTION & VISITORS	236	10/26/2016	10/17/16	201.44.1600.465.50080	25.00
TOUR MINNESOTA ASSOCIATION	2017 MEMBERSHIP	11/09/2016	2017 MEMBERSHIP	201.44.1600.465.50070	375.00
TOWN SQUARE TELEVISION	2016-198	10/26/2016	10/17/16	201.44.1600.465.50025	2,412.50
Fund: 201 - C.V.B. FUND					2,812.50
BAKER, ANGELINE	11/1/16	11/09/2016	REFUND DIFFERENCE PROGI	204.44.0000.3470000	10.00
GALLAHUE, NICK	11/1/16	11/09/2016	FALL 2016 CONDUCT FEE REI	204.228.2280100	50.00
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	204.44.6100.452.30550	0.74
GRSHOWAK, PHILLIP	11/1/16	11/09/2016	2016 FALL CONDUCT FEE	204.228.2280100	50.00
IGH SENIOR CLUB	11/1/16	11/09/2016	MEMBERSHIPS SEPT/OCT	204.227.2271000	1,036.00
IGH/SSP COMMUNITY EDUCATION	11/1/16	11/09/2016	US BANK TOUR	204.227.2271000	1,224.00
INSIGHT EDGE	1486	11/09/2016	SECOND MONTH OF COACHII	204.44.6100.452.30700	400.00
KIEFFER, KELLY	11/2/16	11/09/2016	CANCELLED LOW ENROLLME	204.44.0000.3470000	62.00
KRIER, TAYLOR	11/1/16	11/09/2016	FALL 2016 CONDUCT FEE	204.228.2280100	50.00
MAYER ARTS INC	2872	10/26/2016	FALL 2016	204.44.6100.452.30700	240.00
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	204.207.2070300	64.37
ROONEY, RICK	11/1/16	11/09/2016	FALL 2016 CONDUCT FEE	204.228.2280100	25.00
SCHNEIDER, DANNY	11/1/16	11/09/2016	FALL 2016 CONDUCT FEE	204.228.2280100	50.00
SOUTH ST PAUL UMPIRES ASSOC	9/22/16 B	11/09/2016	FINAL PAYMENT LESS 20 GAM	204.44.6100.452.30700	256.50
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	204.44.6100.452.50020	72.76
ZERO GRAVITY ENTERTAINMENT	2016 BOO BASH	11/09/2016	2016 BOO BASH	204.44.6100.452.30700	300.00
Fund: 204 - RECREATION FUND					3,891.37
BOLER, SIMONA	9/30/16	10/31/2016	PR DIRECT DEPOSIT RETURN	205.44.6200.453.10300	15.88
BRATVOLD, EDWARD	10/26/16	11/09/2016	US BANK TRIP	205.222.2220000	118.00
COMMON SENSE BUILDING SERVICES, INC.	39687	10/26/2016	OCTOBER 2016	205.44.6200.453.40040	7,288.05
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	205.44.6200.453.30550	9.74
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	205.44.6200.453.30550	2.25
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	205.44.6200.453.30550	1.13
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	205.44.6200.453.30550	1.12
HUEBSCH SERVICES	3748034	10/26/2016	92965	205.44.6200.453.40040	88.39
HUEBSCH SERVICES	3748034	10/26/2016	92965	205.44.6200.453.40040	204.79
INSIGHT EDGE	1486	11/09/2016	SECOND MONTH OF COACHII	205.44.6200.453.30700	400.00
LINDEEN, ANDREA	10/12/16	10/26/2016	REFUND - BIRTHDAY CANCEL	205.44.0000.3496000	45.00
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	205.207.2070300	5,804.96
MN LIFE INSURANCE CO	NOVEMBER 2016	11/02/2016	POLICY #0027324	205.44.6200.453.20620	3.05
MN LIFE INSURANCE CO	NOVEMBER 2016	11/02/2016	POLICY #0027324	205.44.6200.453.20620	3.05
MN SAFETY SERVICES LLC	100316	10/26/2016	IGHWSI	205.44.6200.453.30700	1,150.00
MORRISON, KENNETH	10/26/16	11/09/2016	US BANK SENIOR TRIP	205.222.2220000	69.00
TMI COATINGS, INC.	18061	10/26/2016	9/9/16	205.44.6200.453.40040	13,610.00
TOTAL CONSTRUCTION & EQUIP.	69134	11/09/2016	10/29/16	205.44.6200.453.30700	568.58

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VANCO SERVICES LLC	00007831021	11/09/2016	OCTOBER 2016	205.44.6200.453.70600	102.20
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	205.44.6200.453.50020	94.25
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	205.44.6200.453.50020	75.99
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	205.44.6200.453.50020	21.41
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	205.44.6200.453.50020	76.00
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	205.44.6200.453.50020	51.37
Fund: 205 - COMMUNITY CENTER					29,804.21
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	290.45.3000.419.30550	0.23
GROUNDWATER & ENVIRONMENTAL SERVICES	774658	10/26/2016	3501713	290.45.3000.419.30700	1,400.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Rauschnot	11/09/2016	Legal	290.45.3000.419.30420	48.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Shepard	11/09/2016	Legal	290.45.3000.419.30420	700.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Shipton - 41	11/09/2016	Legal	290.45.3000.419.30420	16.00
Fund: 290 - EDA					2,164.23
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Heritage Pai	11/09/2016	Legal	402.44.6000.451.30420	229.50
LOUCKS ASSOCIATES	31091	11/09/2016	10/18/16	402.44.6000.451.30700	921.58
Fund: 402 - PARK ACQ. & DEV. FUND					1,151.08
PALDA AND SONS, INC.	PAY VO. NO. 9	11/09/2016	CITY PROJECT NO. 2015-09E	435.73.5900.735.80300	12,630.77
Fund: 435 - 2015 IMPROVEMENT FUND					12,630.77
KIMLEY-HORN & ASSOCIATES, INC.	8252321	11/02/2016	160509027.3	436.73.5900.736.30300	1,015.29
LEITNER COMPANY	216910	11/09/2016	10/25/16	436.52.5900.736.80300	4,835.03
LEITNER COMPANY	216890	11/02/2016	10/27/16	436.52.5900.736.80300	8,703.05
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Acquisition c	11/09/2016	Legal	436.45.3000.419.30420	96.00
WINFIELD SOLUTIONS, LLC	000061212511	10/26/2016	442575	436.52.5900.736.80300	277.88
Fund: 436 - 2016 IMPROVEMENT FUND					14,927.25
AMERICAN ENGINEERING TESTING, INC.	93459	11/02/2016	INV001	440.74.5900.740.30300	3,941.00
AMERICAN ENGINEERING TESTING, INC.	93952	11/02/2016	INV001	440.74.5900.740.30300	931.00
EMMONS & OLIVIER RESOURCES	00095-0051-4	11/02/2016	00095-0051	440.74.5900.740.30300	1,480.75
KIMLEY-HORN & ASSOCIATES, INC.	8252321	11/02/2016	160509027.3	440.74.5900.740.30300	10,265.74
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 #1609D-Impr	11/09/2016	Legal	440.74.5900.740.30420	101.00
PALDA AND SONS, INC.	PAY VO. NO. 9	11/09/2016	CITY PROJECT NO. 2015-09E	440.74.5900.740.80300	63,719.07
SHORT ELLIOTT HENDRICKSON, INC.	322318	11/02/2016	4340	440.74.5900.740.30300	7,940.69
SHORT ELLIOTT HENDRICKSON, INC.	322318	11/02/2016	4340	440.74.5900.740.30300	14,340.28
Fund: 440 - PAVEMENT MANAGEMENT PROJ					102,719.53
HOFFMAN & MCNAMARA CO	5279	11/02/2016	10/13/16	443.74.5900.743.60016	3,201.00
Fund: 443 - TREE PRESERVATION FUND					3,201.00
BARR ENGINEERING COMPANY	23190328.16-7	11/02/2016	2016 PROJECT REVIEWS	446.74.5900.746.30300	520.42
BARR ENGINEERING COMPANY	23190328.16-7	11/02/2016	2016 PROJECT REVIEWS	446.74.5900.746.30300	520.42
BOLTON & MENK, INC.	0194424	11/02/2016	T21.109315	446.74.5900.746.30300	380.00
BOLTON & MENK, INC.	0194742	11/02/2016	T18.108658	446.74.5900.746.30300	10,375.50
BOLTON & MENK, INC.	0194742 B	11/09/2016	9/20/16	446.74.5900.746.30300	8,725.50
BOLTON & MENK, INC.	0194742 B	11/09/2016	9/20/16	446.74.5900.746.30300	3,163.00
BOLTON & MENK, INC.	0194743	11/02/2016	T18.110347	446.74.5900.746.30300	2,812.00
BOLTON & MENK, INC.	0195461	11/02/2016	T21.109315	446.74.5900.746.30300	285.00
BOLTON & MENK, INC.	0195721	11/02/2016	T18.108658	446.74.5900.746.30300	9,323.40
BOLTON & MENK, INC.	0195721	11/02/2016	T18.108658	446.74.5900.746.30300	3,725.00
BOLTON & MENK, INC.	0195721	11/02/2016	T18.108658	446.74.5900.746.30300	1,140.00
BOLTON & MENK, INC.	0195722	11/02/2016	T18.110793	446.74.5900.746.30300	296.00
BOLTON & MENK, INC.	0195724	11/02/2016	T18.110347	446.74.5900.746.30300	1,776.00
BOLTON & MENK, INC.	0195725	11/02/2016	T18.111066	446.74.5900.746.30300	2,220.00
DAKOTA COUNTY	11/4/16	11/09/2016	11/4/16	446.74.5900.746.30700	102.00
EVERGREEN LAND SERVICES	00-11716	11/02/2016	10/21/16	446.74.5900.746.30300	160.00
KIMLEY-HORN & ASSOCIATES, INC.	8421543	11/02/2016	160509026.3	446.74.5900.746.30300	21,700.81
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 #1411-Impr	11/09/2016	Legal	446.74.5900.746.30420	51.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 #1511 Impr	11/09/2016	Legal	446.74.5900.746.30420	135.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 #1512-Impr	11/02/2016	Legal	446.74.5900.746.30420	4,854.11
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 #1513-Impr	11/09/2016	Legal	446.74.5900.746.30420	668.70
WENCK ASSOCIATES, INC.	11606602	11/02/2016	B3619-0001	446.74.5900.746.30300	1,017.70
Fund: 446 - NW AREA					73,951.56
JOEL CARLSON	10/15/16	10/26/2016	NOVEMBER 2016	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,000.00
DICK'S SANITATION SERVICE, INC.	DT0001581983	11/09/2016	50959	454.43.5500.446.40025	5,796.88
Fund: 454 - LANDFILL ABATEMENT					5,796.88
CITY OF BLOOMINGTON	10/1/16-10/31/16	11/09/2016	10/1/16-10/31/16	501.50.7100.512.30700	434.00
CSS	9220	10/12/2016	9/12/16	501.50.7100.512.40043	151.80
EAGAN, CITY OF	JULY-SEPT 2016	10/26/2016	JULY-SEPT UTILITIES 2016	501.50.7100.512.40005	13,031.05
ELECTRIC FIRE & SECURITY	13602	11/02/2016	CIT800	501.50.7100.512.40040	175.00
ELROY'S ELECTRIC SERVICE	5145	10/26/2016	10/3/16	501.50.7100.512.40040	63.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	501.50.7100.512.30550	9.70
GOPHER STATE ONE-CALL	6100458	11/09/2016	MN00435	501.50.7100.512.30700	645.30
GRAINGER	9267363712	11/09/2016	806460150	501.50.7100.512.40040	67.95
HD SUPPLY WATERWORKS LTD	G324431	11/09/2016	099872	501.50.7100.512.40043	3,457.34
KEYS WELL DRILLING CO	2016080	11/09/2016	10/25/16	501.50.7100.512.40042	26,680.00
M & J SERVICES, LLC	1530	10/26/2016	10/20/16	501.50.7100.512.40040	1,915.00
M & J SERVICES, LLC	1532	11/02/2016	10/21/16	501.50.7100.512.40046	600.00
METROWIDE PLUMBING LLC	10/31/16	11/09/2016	10/31/16	501.50.7100.512.40043	637.75
MIDWEST SAFETY COUNSELORS, INC.	IVC39956	11/02/2016	10/24/16	501.50.7100.512.60065	354.00
MIDWEST SAFETY COUNSELORS, INC.	IVC0048516	11/09/2016	10/25/16	501.50.7100.512.60065	342.40
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	501.207.2070200	5,006.41
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	501.207.2070300	27.42
MN GLOVE & SAFETY, INC.	297147	10/26/2016	CTINVP	501.50.7100.512.60045	86.97
MN GLOVE & SAFETY, INC.	297150	10/26/2016	CTINVP	501.50.7100.512.60045	59.98
MN GLOVE & SAFETY, INC.	297151	10/26/2016	CTINVP	501.50.7100.512.60045	197.95
MN GLOVE & SAFETY, INC.	297152	10/26/2016	CTINVP	501.50.7100.512.60045	44.99
NORTHWESTERN POWER EQUIPMENT CO.	160432DJ	11/02/2016	10/12/16	501.50.7100.512.40040	968.50
PETERSON COMPANIES	10/25/16	10/26/2016	HYDRANT PERMIT REFUND #	501.207.2070300	(24.74)
PETERSON COMPANIES	10/25/16	10/26/2016	HYDRANT PERMIT REFUND #	501.50.0000.3813000	(347.24)
SHORT ELLIOTT HENDRICKSON, INC.	322867	10/26/2016	4340	501.50.7100.512.30300	147.42
SHORT ELLIOTT HENDRICKSON, INC.	322868	10/26/2016	4340	501.50.7100.512.30300	162.60
SPRINT	842483314-179	10/28/2016	Telephone	501.50.7100.512.50020	70.18
STANTEC CONSULTING SERVICES INC.	1107154	11/02/2016	92607	501.50.7100.512.30300	539.76
STANTEC CONSULTING SERVICES INC.	1114415	11/02/2016	92607	501.50.7100.512.30300	363.00
SUPERIOR CONCRETE RAISING, INC.	10/12/16	10/26/2016	10/12/16	501.50.7100.512.40040	1,200.00
TKDA	002016003540	11/02/2016	0015781.001	501.50.7100.512.30700	1,620.65
VALLEY-RICH CO, INC	23167 B	11/02/2016	R160453 08/29	501.50.7100.512.40046	270.00
VALLEY-RICH CO, INC	23347	10/26/2016	R160543 09/30	501.50.7100.512.40046	3,427.80
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	501.50.7100.512.50020	408.03
VILLAGE GREEN	11/2/16	11/09/2016	REFUND HYDRANT PERMIT #	501.207.2070300	(12.72)
VILLAGE GREEN	11/2/16	11/09/2016	REFUND HYDRANT PERMIT #	501.50.0000.3813000	(178.50)
ZACK'S, INC.	31382B	08/03/2016	Z159	501.50.7100.512.60040	217.42

Fund: 501 - WATER UTILITY FUND

62,820.17

EAGAN, CITY OF	JULY-SEPT 2016	10/26/2016	JULY-SEPT UTILITIES 2016	502.51.7200.514.40015	18,015.90
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	502.51.7200.514.30550	6.05
HOSE / CONVEYORS INC	00063655	11/09/2016	CIT300	502.51.7200.514.40042	36.15
MN GLOVE & SAFETY, INC.	297148	10/26/2016	CTINVP	502.51.7200.514.60045	199.94
MN GLOVE & SAFETY, INC.	297149	10/26/2016	CTINVP	502.51.7200.514.60045	198.95
PLANT & FLANGED EQUIPMENT COMPANY	0068137-IN	10/26/2016	INV5000	502.51.7200.514.40043	1,809.41
SCHLOMKA'S VAC TRUCK SERVICE, INC.	6916	11/09/2016	10/27/16	502.51.7200.514.40042	1,485.37
SEXTON COMPANY, THE	59574	11/02/2016	4115	502.51.7200.514.60045	112.50

Fund: 502 - SEWER UTILITY FUND

21,864.27

DEX MEDIA	10/20/16 110360619	11/09/2016	110360619	503.52.8500.526.50025	47.50
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	503.52.8000.521.30550	4.50
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	503.52.8600.527.30550	2.25
GERLACH OUTDOOR POWER EQUIP	122662	10/26/2016	109606	503.52.8600.527.40042	749.99
GERTENS	413600/1	10/26/2016	402307	503.52.8600.527.60020	87.79
LEITNER COMPANY	216891	11/02/2016	10/26/16	503.52.8600.527.60020	5,331.72
MANSFIELD OIL COMPANY	803496	11/02/2016	24129	503.52.8600.527.60021	1,475.00
MANSFIELD OIL COMPANY	803499	11/02/2016	24129	503.52.8400.525.60021	1,090.84
MN DEPT OF PUBLIC SAFETY	45814	11/09/2016	BUYERS CARD 45814	503.52.8300.524.50070	20.00
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	503.207.2070300	4,680.70
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	503.52.8500.526.50020	14.98
MTI DISTRIBUTING CO	1085079-00	11/02/2016	402307	503.52.8600.527.40042	658.70
MTI DISTRIBUTING CO	1086669-00	11/02/2016	402307	503.52.8600.527.40042	79.82
NAPA OF INVER GROVE HEIGHTS	471599	11/02/2016	4165	503.52.8600.527.40042	(1.84)
NAPA OF INVER GROVE HEIGHTS	471638	11/02/2016	4165	503.52.8600.527.60008	15.02
NAPA OF INVER GROVE HEIGHTS	476356	10/26/2016	4165	503.52.8600.527.40042	161.48
NAPA OF INVER GROVE HEIGHTS	476410	10/26/2016	4165	503.52.8600.527.40042	12.71
NAPA OF INVER GROVE HEIGHTS	477385	10/26/2016	4165	503.52.8600.527.40042	117.85
NAPA OF INVER GROVE HEIGHTS	477388	10/26/2016	4165	503.52.8600.527.40042	(19.28)
NAPA OF INVER GROVE HEIGHTS	478346	11/09/2016	4165	503.52.8600.527.60012	21.37
NATURE CALLS, INC.	24894	10/26/2016	9/30/16	503.52.8600.527.40065	124.27
PING	13502497	11/02/2016	4085	503.52.8200.523.76250	74.68
REINDERS, INC.	3040641-00	10/26/2016	326799	503.52.8600.527.60050	147.57
REINDERS, INC.	3042628-00	11/09/2016	326799	503.52.8600.527.60020	196.65
SHAMROCK GROUP	2042453	11/09/2016	07176	503.52.8300.524.76100	159.50
SHAMROCK GROUP	2058248	10/26/2016	07176	503.52.8300.524.76100	80.34
SITEONE LANDSCAPE SUPPLY, LLC	77851804	10/26/2016	269520	503.52.8600.527.60050	141.08
SOUTH SUBURBAN RENTAL INC	355227	11/02/2016	9757	503.52.8600.527.40050	109.13
TDS METROCOM	10/13/16 651 457 3667	10/26/2016	651 457 3667	503.52.8500.526.50065	257.72
UNIFIRST CORPORATION	090 0328061	10/26/2016	1258268	503.52.8600.527.60045	51.07
UNIFIRST CORPORATION	090 0329168	11/02/2016	1258268	503.52.8600.527.60045	51.07
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	503.52.8500.526.50020	337.74

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINFIELD SOLUTIONS, LLC	000061085257	10/26/2016	156650	503.52.8600.527.60035	471.56
WINFIELD SOLUTIONS, LLC	000061207290	10/26/2016	442575	503.52.8600.527.60035	(40.00)
WINFIELD SOLUTIONS, LLC	000061207524	10/26/2016	442575	503.52.8600.527.60035	8,795.27
WINFIELD SOLUTIONS, LLC	000061218939	11/09/2016	442575	503.52.8600.527.60035	951.23
WINFIELD SOLUTIONS, LLC	000061207339	10/26/2016	442575	503.52.8600.527.60035	(120.00)

Fund: 503 - INVER WOOD GOLF COURSE

26,339.98

GAPINSKI, MICHELLE	11/1/16 223019.23019	11/07/2016	223019.23019	602.00.2100.415.30700	1,317.25
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	602.00.2100.415.30550	0.22
HEPPNER'S AUTO BODY	41482	10/26/2016	9/23/16	602.00.2100.415.40048	2,888.93
LEAGUE OF MN CITIES INS TRUST	54581	11/09/2016	CMC 39464	602.00.2100.415.50010	4,217.75
LEAGUE OF MN CITIES INS TRUST	54581	11/09/2016	CMC 39464	602.00.2100.415.50010	33,302.75
LEAGUE OF MN CITIES INS TRUST	54581	11/09/2016	CMC 39464	602.00.2100.415.50011	28,331.75
LEAGUE OF MN CITIES INS TRUST	54581	11/09/2016	CMC 39464	602.00.2100.415.50012	9,150.00
LEAGUE OF MN CITIES INS TRUST	54581	11/09/2016	CMC 39464	602.00.2100.415.50015	520.50
LEAGUE OF MN CITIES INS TRUST	54581	11/09/2016	CMC 39464	602.00.2100.415.50016	2,628.25
LEAGUE OF MN CITIES INS TRUST	54581	11/09/2016	CMC 39464	602.00.2100.415.50018	250.00
LEAGUE OF MN CITIES INS TRUST	54684	11/09/2016	CM 39464	602.00.2100.415.50010	4,217.75
LEAGUE OF MN CITIES INS TRUST	54684	11/09/2016	CM 39464	602.00.2100.415.50010	33,302.75
LEAGUE OF MN CITIES INS TRUST	54684	11/09/2016	CM 39464	602.00.2100.415.50011	28,331.75
LEAGUE OF MN CITIES INS TRUST	54684	11/09/2016	CM 39464	602.00.2100.415.50012	9,150.00
LEAGUE OF MN CITIES INS TRUST	54684	11/09/2016	CM 39464	602.00.2100.415.50015	520.50
LEAGUE OF MN CITIES INS TRUST	54684	11/09/2016	CM 39464	602.00.2100.415.50016	2,628.25
LEAGUE OF MN CITIES INS TRUST	54684	11/09/2016	CM 39464	602.00.2100.415.50018	250.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 EdgeGrove	11/09/2016	Legal	602.00.2100.415.30420	325.48

Fund: 602 - RISK MANAGEMENT

161,333.88

ARROW MOWER, INC.	169	10/26/2016	GROVINVE	603.00.5300.444.40041	189.65
ARROW MOWER, INC.	43361	10/26/2016	GROVINVE	603.00.5300.444.40041	49.18
ARROW PEST CONTROL	10/13/16	11/09/2016	10/13/16	603.00.5300.444.40040	68.00
BETTS, BETH	1070	10/26/2016	10/11/16	603.00.5300.444.40040	135.34
BOYER TRUCKS - PARTS DISTRIBUTION	29720H	11/09/2016	C20390	603.00.5300.444.40041	284.48
CENTENNIAL GLASS	W00006440	10/26/2016	10/4/16	603.00.5300.444.40041	190.00
CENTENNIAL GLASS	W00006481	11/09/2016	IGH	603.00.5300.444.40041	115.00
COMMON SENSE BUILDING SERVICES, INC.	39687	10/26/2016	OCTOBER 2016	603.00.5300.444.40040	298.00
ELECTRIC FIRE & SECURITY	13698	11/09/2016	CIT800	603.00.5300.444.40040	298.00
FACTORY MOTOR PARTS COMPANY	1-Z08404	10/26/2016	10799	603.00.5300.444.40041	70.00
FACTORY MOTOR PARTS COMPANY	1-Z08764	10/26/2016	10799	603.140.1450050	110.20
FACTORY MOTOR PARTS COMPANY	1-08887	10/26/2016	10799	603.140.1450050	110.20
FACTORY MOTOR PARTS COMPANY	1-5098398	10/26/2016	10799	603.00.5300.444.40041	43.51
FACTORY MOTOR PARTS COMPANY	1-048	10/26/2016	10799	603.00.5300.444.40041	242.40
FACTORY MOTOR PARTS COMPANY	1-5100923	10/26/2016	10799	603.00.5300.444.40041	242.40
FACTORY MOTOR PARTS COMPANY	1-Z08940	10/26/2016	10799	603.00.5300.444.40041	(22.00)
FERRELLGAS	1093462096	10/26/2016	7754787	603.00.5300.444.40041	64.97
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	603.00.5300.444.30550	2.25
GOODIN COMPANY	02177921-00	10/26/2016	1001619	603.00.5300.444.40040	218.20
HEALTHEAST VEHICLE SERVICES	0000023448	11/09/2016	9/2/16	603.00.5300.444.80700	169.84
INVER GROVE FORD	5217697	10/26/2016	10/7/16	603.00.5300.444.40041	174.63
INVER GROVE FORD	5217712	10/26/2016	10/7/16	603.00.5300.444.40041	202.74
INVER GROVE FORD	5217732	10/26/2016	10/7/16	603.00.5300.444.40041	(35.00)
INVER GROVE FORD	5217922	10/26/2016	10/11/16	603.00.5300.444.40041	7.94
INVER GROVE FORD	5218062	10/26/2016	10/12/16	603.00.5300.444.40041	14.70
INVER GROVE FORD	6214213/2	11/09/2016	10/20/16	603.00.5300.444.40041	987.25
I-STATE TRUCK CENTER	C24247625:01	11/09/2016	13468	603.00.5300.444.40041	26.68
KIMBALL MIDWEST	5194522	10/26/2016	2220066	603.00.5300.444.60012	614.12
KREMER SERVICES LLC	0000046224	10/26/2016	10/4/16	603.00.5300.444.40042	810.18
KREMER SERVICES LLC	0000046355	11/09/2016	0000055690	603.00.5300.444.40042	931.33
L.T.G. POWER EQUIPMENT	207496	10/26/2016	5656	603.00.5300.444.40041	23.18
LARSON COMPANIES	B-262800035	10/26/2016	14649	603.00.5300.444.40041	7.62
LARSON COMPANIES	B-262930052	11/09/2016	14649	603.00.5300.444.40041	8.56
LARSON COMPANIES	B-262980084	11/09/2016	14649	603.140.1450050	80.60
MANSFIELD OIL COMPANY	785776	10/26/2016	23866-02-785776	603.140.1450060	8,287.69
MANSFIELD OIL COMPANY	785781	10/26/2016	23866-01-785781	603.140.1450060	4,316.73
MID CITY SERVICES, INC.	49507	11/09/2016	10/14/16	603.00.5300.444.40065	42.75
MIDWAY FORD	109621	10/26/2016	9/26/16	603.00.5300.444.80700	35,405.42
MN DEPT OF REVENUE	SEPT 2016	10/24/2016	SEPT 2016 PETRO TAX	603.00.5300.444.60021	257.64
MTI DISTRIBUTING CO	1093866-00	10/26/2016	91180	603.00.5300.444.40041	88.87
NORTHLAND CHEMICAL CORP	5062607	10/26/2016	45025141	603.00.5300.444.60012	113.94
NUSS TRUCK AND EQUIPMENT	4497066P	11/09/2016	38679B	603.00.5300.444.40041	406.64
O' REILLY AUTO PARTS	1767-225644	11/09/2016	1578028	603.140.1450050	8.18
O' REILLY AUTO PARTS	1767-234632	11/09/2016	1578028	603.140.1450050	66.92
O' REILLY AUTO PARTS	1767-234642	11/09/2016	1578028	603.00.5300.444.40041	14.08
O' REILLY AUTO PARTS	1767-234654	11/09/2016	1578028	603.00.5300.444.40041	62.97
O' REILLY AUTO PARTS	1767-234821	11/09/2016	1578028	603.00.5300.444.60012	17.40
O' REILLY AUTO PARTS	1767-234833	11/09/2016	1578028	603.00.5300.444.40041	128.31
O' REILLY AUTO PARTS	1767-235075	11/09/2016	1578028	603.00.5300.444.40041	103.49

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O' REILLY AUTO PARTS	17635217	11/09/2016	1578028	603.140.1450050	116.76
O' REILLY AUTO PARTS	1767-235201	11/09/2016	1578028	603.140.1450050	10.92
O' REILLY AUTO PARTS	1767-235258	11/09/2016	1578028	603.00.5300.444.40041	13.49
O' REILLY AUTO PARTS	1767-235259	11/09/2016	1578028	603.00.5300.444.40041	(103.49)
O' REILLY AUTO PARTS	1767-235299	11/09/2016	1578028	603.00.5300.444.40041	(13.49)
O' REILLY AUTO PARTS	1767-235709	11/09/2016	1578028	603.00.5300.444.40041	110.00
O' REILLY AUTO PARTS	1767-235712	11/09/2016	1578028	603.140.1450050	29.12
O' REILLY AUTO PARTS	1767-235714	11/09/2016	1578028	603.00.5300.444.40041	4.29
O' REILLY AUTO PARTS	1767-235795	11/09/2016	1578028	603.00.5300.444.40041	7.72
O' REILLY AUTO PARTS	1767-235796	11/09/2016	1578028	603.140.1450050	42.12
O' REILLY AUTO PARTS	1767-235884	11/09/2016	1578028	603.00.5300.444.40041	55.63
O' REILLY AUTO PARTS	1767-235900	11/09/2016	1578028	603.00.5300.444.40041	24.98
O' REILLY AUTO PARTS	1767-235901	11/09/2016	1578028	603.00.5300.444.40041	21.24
O' REILLY AUTO PARTS	1767-236033	11/09/2016	1578028	603.140.1450050	25.48
O' REILLY AUTO PARTS	1767-236074	11/09/2016	1578028	603.00.5300.444.40041	2.69
O' REILLY AUTO PARTS	1767-236084	11/09/2016	1578028	603.00.5300.444.40041	4.69
O' REILLY AUTO PARTS	1767-236207	11/09/2016	1578028	603.00.5300.444.40041	15.36
O' REILLY AUTO PARTS	1767-236240	11/09/2016	1578028	603.00.5300.444.40041	41.41
O' REILLY AUTO PARTS	1767-236960	11/09/2016	1578028	603.00.5300.444.40041	11.52
O' REILLY AUTO PARTS	1767-235708	11/09/2016	1578028	603.140.1450050	(3.88)
O' REILLY AUTO PARTS	1767-235895	11/09/2016	1578028	603.00.5300.444.40041	(7.72)
O' REILLY AUTO PARTS	1767-235902	11/09/2016	1578028	603.00.5300.444.40041	(24.98)
POMP'S TIRE SERVICE, INC.	980032217	10/26/2016	4502557	603.140.1450050	2,530.50
POMP'S TIRE SERVICE, INC.	980033112	11/09/2016	4502557	603.140.1450050	1,265.00
RED POWER DIESEL SERVICE, INC.	10294MN	10/26/2016	5086M	603.00.5300.444.40041	199.93
REED'S SALES & SERVICE	146798	11/09/2016	INC1191	603.00.5300.444.40040	120.78
SOUTH EAST TOWING	200059	10/26/2016	9/21/16	603.00.5300.444.40041	350.00
TITAN MACHINERY	688020 CL	10/26/2016	6239910	603.00.5300.444.40041	3,247.81
TITAN MACHINERY	696429 CL	11/09/2016	6239910	603.00.5300.444.40042	541.32
UNIFIRST CORPORATION	090 0325806	10/26/2016	1051948	603.00.5300.444.40065	165.84
UNIFIRST CORPORATION	090 0325806	10/26/2016	1051948	603.00.5300.444.60045	34.37
UNIFIRST CORPORATION	090 0326893	10/26/2016	1051948	603.00.5300.444.40065	150.03
UNIFIRST CORPORATION	090 0326893	10/26/2016	1051948	603.00.5300.444.60045	34.37
UNIFIRST CORPORATION	090 0327955	10/26/2016	1051948	603.00.5300.444.40065	150.03
UNIFIRST CORPORATION	090 0327955	10/26/2016	1051948	603.00.5300.444.60045	34.37
UNIFIRST CORPORATION	090	11/09/2016	1051948	603.00.5300.444.40065	150.03
UNIFIRST CORPORATION	090	11/09/2016	1051948	603.00.5300.444.60045	34.37
UNIFIRST CORPORATION	090 0330152	11/09/2016	1051948	603.00.5300.444.40065	150.03
UNIFIRST CORPORATION	090 0330152	11/09/2016	1051948	603.00.5300.444.60045	34.37
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	603.00.5300.444.50020	109.28
WESTERN PETROLEUM COMPANY	97442149-41801	11/09/2016	112741	603.00.5300.444.40041	336.28
WESTERN PETROLEUM COMPANY	97442149-41801	11/09/2016	112741	603.140.1450050	1,250.21
WESTERN PETROLEUM COMPANY	97442370-41801	11/09/2016	112741	603.00.5300.444.40041	254.10
ZIEGLER INC	SW050263464	10/26/2016	4069900	603.00.5300.444.40040	3,799.67

Fund: 603 - CENTRAL EQUIPMENT

71,381.73

BETTS, BETH	1070	10/26/2016	10/11/16	605.00.7500.460.30700	584.66
COMMON SENSE BUILDING SERVICES, INC.	39687	10/26/2016	OCTOBER 2016	605.00.7500.460.40040	3,746.11
ELECTRIC FIRE & SECURITY	13386	10/26/2016	CIT800	605.00.7500.460.50055	320.75
HORWITZ NS/I	W39089	10/26/2016	CTYOFIGH	605.00.7500.460.40040	15,545.00
HUEBSCH SERVICES	3748033	10/26/2016	100075	605.00.7500.460.40065	113.54
HUEBSCH SERVICES	3756168	11/09/2016	100075	605.00.7500.460.40065	115.73
LONE OAK COMPANIES	73018	11/02/2016	10/31/16	605.00.7500.460.50035	321.99
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	605.00.7500.460.40065	0.32
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	605.00.7500.460.60011	0.07
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	605.00.7500.460.60016	0.06
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	605.00.7500.460.60040	0.20
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	605.00.7500.460.60065	0.05
SPOK, INC.	Z0317493J	10/26/2016	0317493-5	605.00.7500.460.40065	4.50

Fund: 605 - CITY FACILITIES

20,752.98

ADVANCEDTEK	84318	10/26/2016	10/12/16	606.00.1400.413.80610	679.00
CDW GOVERNMENT INC	FLP4696	10/26/2016	2394832	606.00.1400.413.80610	117.73
CDW GOVERNMENT INC	FQK3485	10/26/2016	2394832	606.00.1400.413.80610	870.76
GENESIS EMPLOYEE BENEFITS, INC	IN886623	11/09/2016	Payroll	606.00.1400.413.30550	2.26
INTEGRA TELECOM	14161831	10/26/2016	887115	606.00.1400.413.50020	1,336.77
INTEGRA TELECOM	14212386	10/26/2016	645862	606.00.1400.413.50020	1,046.59
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	606.00.1400.413.40044	0.26
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	606.00.1400.413.50020	0.18
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	606.00.1400.413.60010	0.57
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	606.00.1400.413.60015	0.02

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	606.00.1400.413.60041	46.79
MN DEPT OF REVENUE	16-Sep	10/20/2016	Taxes	606.00.1400.413.60065	0.16
TDS METROCOM	10/13/16 651 457 7490	10/26/2016	651 457 7490	606.00.1400.413.50020	173.10
US INTERNET	110-080034-0036	10/26/2016	923425	606.00.1400.413.30700	220.00
VERIZON WIRELESS	9774222953	11/09/2016	Telephone	606.00.1400.413.50020	51.37
Fund: 606 - TECHNOLOGY FUND					4,545.56
ANOKA COUNTY SHERIFF'S DEPT	163662	10/26/2016	BLAYNE THORROT HAMILITO	702.229.2291000	100.00
BARR ENGINEERING COMPANY	23190328.16-7	11/02/2016	2016 PROJECT REVIEWS	702.229.2288601	74.00
BARR ENGINEERING COMPANY	23190328.16-7	11/02/2016	2016 PROJECT REVIEWS	702.229.2296102	1,114.34
BARR ENGINEERING COMPANY	23190328.16-7	11/02/2016	2016 PROJECT REVIEWS	702.229.2300402	1,177.00
BARR ENGINEERING COMPANY	23190328.16-7	11/02/2016	2016 PROJECT REVIEWS	702.229.2300902	1,009.00
CALATLANTIC HOMES	10/31/16	11/02/2016	ESCROW RELEASE	702.229.2286802	11,906.00
CALATLANTIC HOMES	11/2/16	11/09/2016	ESCROW REFUND	702.229.2282902	150.00
CLASSIC CONSTRUCTION	10/17/16	10/26/2016	ESCROW REFUND	702.229.2299702	441.90
DAKOTA CTY SOIL & WATER	2678	11/02/2016	JULY-SEPT 2016	702.229.2284300	225.00
EMMONS & OLIVIER RESOURCES	0052-8	11/02/2016	00095-0052	702.229.2287302	6,642.68
EMMONS & OLIVIER RESOURCES	0052-8	11/02/2016	00095-0052	702.229.2293602	1,313.18
EMMONS & OLIVIER RESOURCES	0052-8	11/02/2016	00095-0052	702.229.2297601	47.25
EMMONS & OLIVIER RESOURCES	00095-0052-9	11/02/2016	00095-0052	702.229.2287302	1,648.75
EMMONS & OLIVIER RESOURCES	00095-0052-9	11/02/2016	00095-0052	702.229.2293602	2,595.78
FRIEMANN COMPANIES INC.	10/18/16	10/26/2016	ESCROW REFUND	702.229.2298202	412.93
GONYEA HOMES	10/25/16	10/26/2016	ESCROW REDUCTION - 1643	702.229.2298102	9,000.00
LENNAR CORPORATION	10/21/16	11/09/2016	ESCROW BALANCE REFUND	702.229.2289802	988.26
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Blackstone F	11/09/2016	Legal	702.229.2296102	931.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Blackstone \	11/09/2016	Legal	702.229.2282902	1,905.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Caribou Driv	11/09/2016	Legal	702.229.2303202	227.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Dakota Pedi	11/09/2016	Legal	702.229.2304302	849.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Fofeiture-En	11/09/2016	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Forfeiture-Di	11/09/2016	Legal	702.229.2291000	300.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Forfeiture-Je	11/09/2016	Legal	702.229.2291000	224.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Forfeiture-Ri	11/09/2016	Legal	702.229.2291000	72.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Forfeiture-Ri	11/09/2016	Legal	702.229.2291000	40.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Forfeiture-Ri	11/09/2016	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Forfeiture-Ri	11/09/2016	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Forfeiture-Si	11/09/2016	Legal	702.229.2291000	40.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Forfeiture-Tz	11/09/2016	Legal	702.229.2291000	48.60
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Forfeiture-Tz	11/09/2016	Legal	702.229.2291000	40.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Forfeiture-Tz	11/09/2016	Legal	702.229.2291000	237.75
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Forfeiture-Tr	11/09/2016	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Francis Mey	11/09/2016	Legal	702.229.2301002	298.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Gerten's Grc	11/09/2016	Legal	702.229.2294602	132.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Highway 3 M	11/09/2016	Legal	702.229.2300902	121.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 IHCC Bldg A	11/09/2016	Legal	702.229.2294002	415.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Inver Grove	11/09/2016	Legal	702.229.2300202	278.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Inver Hills T	11/09/2016	Legal	702.229.2303302	267.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Nash CGA (	11/09/2016	Legal	702.229.2299602	421.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Perkins CG/	11/09/2016	Legal	702.229.2301802	22.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Police-Forfe	11/09/2016	Legal	702.229.2291000	248.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 School Distr	11/09/2016	Legal	702.229.2297900	57.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Shamrock C	11/09/2016	Legal	702.229.2302102	33.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Simley High	11/09/2016	Legal	702.229.2303801	691.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Stewart CG/	11/09/2016	Legal	702.229.2303602	44.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Tipperary PI	11/09/2016	Legal	702.229.2302202	66.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Wenzel CG/	11/09/2016	Legal	702.229.2299502	332.00
LEVANDER, GILLEN & MILLER P.A.	81000E 10/16 Wittmier CG	11/09/2016	Legal	702.229.2296602	33.00
OVERLAND CONTRACTING INC.	10/19/16	11/02/2016	RELEASE ENGINEERING ESC	702.229.2286701	5,653.35
PETERSON COMPANIES	10/25/16	10/26/2016	HYDRANT PERMIT REFUND #	702.229.2294300	1,000.00
PETTY CASH - POLICE	10/26/16	10/26/2016	PETTY CASH REQUEST	702.229.2291000	59.25
RIVER HEIGHTS LAWN AND LANDSCAPE	10/17/16	10/26/2016	ESCROW REFUND	702.229.2295202	2,618.71
TENNEY, JOSHUA	10/18/16	10/26/2016	ESCROW REDUCTION 9480 O	702.229.2289902	9,000.00
VILLAGE GREEN	11/2/16	11/09/2016	REFUND HYDRANT PERMIT #	702.229.2294300	1,000.00
WILLENBRING, ALFRED	10/17/16	10/26/2016	ESCROW REFUND	702.229.2296302	1,216.80
Fund: 702 - ESCROW FUND					67,822.53
Grand Total					1,279,988.41

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Transfers to City of Inver Grove Heights Economic Development Authority (EDA)

Meeting Date: November 14, 2016
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Tom Link, Comm. Dev. Dir
 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

Approve resolution authorizing transfers from Host Community Fund to EDA.

SUMMARY

At the November 14, 2016 EDA meeting the Commission will be asked to recommend approval of the purchase of the Sheppard Property at 6653 Concord Boulevard. The property is a part of the Concord Redevelopment – Concord West acquisition project. The funding source recommendation includes an amount not to exceed \$220,900 from the Host Community Fund. To date the EDA has incurred the following costs:

\$680.00	Legal costs
<u>4,900.00</u>	Appraisal and environmental costs
\$5,580.00	Total costs incurred and paid to date

Estimated future costs to be incurred:

\$186,000.00	Purchase price
2,000.00	Closing costs
2,320.00	Legal costs
<u>25,000.00</u>	Demolition
<u>\$215,320.00</u>	Total estimated future costs
\$220,900.00	Total not to exceed

At this time we are requesting approval to transfer \$5,580.00 from the Host Community Fund to the EDA. We are also requesting approval to transfer up to \$215,320.00 at the time the costs are incurred from the Host Community Fund to the EDA.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING TRANSFERS TO
ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the EDA is purchasing the Sheppard Property at 6653 Concord Boulevard;
and

WHEREAS, the EDA will incur future costs for acquisition, closing, legal and
demolition; and

WHEREAS, the EDA does not have sufficient funds to cover costs associated with the
purchase and demolition; and

WHEREAS, all costs associated with the acquisition and demolition are to be funded by
transfers from the Host Community Fund, but not to exceed \$220,900.00;

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE
HEIGHTS:** that the following transfers are authorized and may occur as necessary in 2016 and
thereafter:

From:	Host Community Fund	451.57.9200.590.91100	\$5,580.00
To:	Economic Development Authority	E014-290.45.0000.3911000	5,580.00
From:	Host Community Fund	451.57.9200.590.91100	up to \$215,320.00
To:	Economic Development Authority	E014-290.45.0000.3911000	up to 215,320.00

Adopted by the City of Inver Grove Heights this 14th day of November 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Lions Trophy Case Replacement/Agreement

Meeting Date: November 14, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider approval of the purchase of a trophy case to replace one owned by the Inver Grove Heights Lions Club that was inadvertently disposed of. The estimated cost to replace the trophy case is \$8,500. The payment would be funded from the Risk Management Fund and would go towards the City’s deductible which is \$50,000 annually.

SUMMARY

The Inver Grove Heights Lions Club is a volunteer based service organization that has served within the City of Inver Grove Heights since 1966 (50 years). The Lions Club was instrumental in the development of Lions Park in the early 2000’s and gives back to the community in many different ways.

A trophy case owned by the Lions was inadvertently disposed of without their permission. The City will purchase and hang a new trophy case as outlined in the attached agreement both parties will sign. The agreement was drafted by the City Attorney’s office and was reviewed by the Council on November 7th. The Lions Club has indicated they are comfortable signing the agreement as well.

Agreement

AGREEMENT
BETWEEN
CITY OF INVER GROVE HEIGHTS,
AND
LIONS CLUB OF INVER GROVE HEIGHTS
RELATING TO TROPHY CASE

THIS **AGREEMENT RELATING TO TROPHY CASE** (Agreement) is made this 14th day of November, 2016, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Lions Club of Inver Grove Heights (hereafter referred to as “Lions Club”), a Minnesota non-profit corporation under Minn. Stat. 317A. 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 Lions Club. “Lions Club” means Lions Club of Inver Grove Heights, a Minnesota non-profit corporation under Minn. Stat. 317A.

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

IF TO CITY: City of City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LIONS CLUB: Lions Club of Inver Grove Heights
c/o President
7800 Boyd Ave. E.
Inver Grove Heights, MN 55076

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

ARTICLE 2
RECITALS

Recital No. 1. The Lions Club owned two trophy cases that contained memorabilia regarding the Lions Club. In or about 1996, with permission of the City, the trophy cases were placed in the Veterans Memorial Community Center (“VMCC”).

Recital No. 2 In or about 2014-2015, the City removed the trophy cases from the walls of the VMCC and placed the trophy cases in storage. Thereafter, the trophy cases were either misplaced, lost or destroyed. In any event the trophy cases no longer exist.

Recital No. 3. To compensate the Lions Club for the loss of the trophy cases, the City is purchasing one replacement trophy case costing up to \$8,500.00 and the City is allowing the trophy case to be placed in the VMCC subject to the terms and conditions of this Agreement. The City is responsible for installation and hanging the trophy case on the wall in the VMCC.

ARTICLE 3
AGREEMENTS

3.1 Replacement Trophy Case. The City agrees that it will obtain a replacement trophy case up to a cost of \$8,500.00. The design, color, style, size, and functionality of the trophy case have been approved by the Lions Club. The trophy case shall be obtained by the City no later than January 1, 2017.

3.2 Ownership of Trophy Case. By this Agreement, the City and Lions Club agree that the Lions Club will be the owner of the trophy case.

3.3 Location of Trophy Case. The City grants the Lions Club the right to display the trophy case in the VMCC; the initial location shall be in the lobby of the VMCC between The Grove front desk and the splash pool. However, the City may from time to time relocate the trophy case within the VMCC to a location mutually agreeable to the City and the Lions Club.

3.4 Use of Trophy Case. The trophy case shall be used exclusively by the Lions Club only for the display of Lions Club awards, memorabilia and notices regarding Lions Club events and activities. The City agrees that the items and content placed in the trophy case by the Lions Club are the property of the Lions Club and not the property of the City.

3.5 Removal of Trophy Case from VMCC. The Lions Club may at any time remove the trophy case from the VMCC without permission of the City.

3.6 Maintenance of Trophy Case. The Lions Club must keep the exterior and interior of the trophy case clean and in good order. At a minimum, at least once each quarter per calendar year, the Lions Club shall dust the trophy case, place the contents in an orderly manner, and remove outdated notices of previously held Lions Club events and activities. If the Lions

Club does not perform the maintenance duties of this section, the Lions Club, at its expense shall remove the trophy case from the VMCC.

With reasonable Formal Notice to the Lions Club, the Lions Club will remove the contents and the City is responsible to remove and subsequently replace the trophy case in order for the City to inspect, repair, maintain, or paint the wall or area where the trophy case is located.

3.7 Term of Agreement. This Agreement shall terminate upon any of the following events:

- a. Lions Club removes the trophy case from the VMCC.
- b. Lions Club breaches this Agreement and fails to cure the default within 60 days after Formal Notice by the City to the Lions Club. The Formal Notice by the City shall specify the default and shall outline the reasonable cure needed to remove the default.
- c. Either party may terminate this Agreement upon Formal Notice to the other party sent at least 6 months in advance of the termination date specified by the party terminating the Agreement.

Upon termination of this Agreement, Lions Club, at its expense, shall remove the trophy case from the VMCC within 30 days after the termination date.

3.8 Release of Past Claims. Lions Club hereby forever releases and discharges the City from all past and present claims, actions, causes of actions, losses and damages relating to, arising out of, or with respect to (i) the loss of the two trophy cases that were first placed in the VMCC in or about 1996 and (ii) the loss of the contents and the items that were displayed in the two trophy cases. Such past and present claims, actions, causes of action, losses and damages described in this Section 3.8 are hereafter referred to as "Released Past Claims". Lions Club hereby waives all such Released Past Claims and covenants and agrees not to bring any suit concerning Released Past Claims.

3.9 Release of Future Claims. Lions Club hereby forever releases and discharges the City from all future claims, actions, causes of actions, losses and damages relating to, arising out of, or with respect to (i) theft, vandalism, defacement, graffiti, or glass breakage related to the substitute trophy case and its contents and (ii) any damage to the replacement trophy case and its contents caused by the public or a third party and (iii) any damage to the replacement trophy case and its contents caused by fire or water leaks or events or occurrences outside control of the City. Such future claims, actions, causes of action, losses and damages described in this Section 3.9 are hereafter referred to as "Released Future Claims". Lions Club hereby waives all such Released Future Claims and covenants and agrees not to bring any suit concerning Released Future Claims.

3.10 Assumption of Risk. Lions Club assumes the risk of displaying the trophy case and its contents in a public setting where the public has unrestricted access to the area where the trophy case is displayed.

3.11 Survivability. Notwithstanding the termination of this Agreement, the following sections shall survive termination of this Agreement and remain in force and effect:

- Section 3.8
- Section 3.9
- Section 3.10

3.12 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the successors, administrators and assigns of the parties.

3.13 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.

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

3.15 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.

3.16 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.

3.17 Assignment. Lions Club shall not assign this Agreement without first obtaining the written consent of the City.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of November, 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

LIONS CLUB OF INVER GROVE HEIGHTS

By: _____
James Mueller
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ___ day of November, 2016, before me a Notary Public within and for said County, personally appeared James Mueller, President of Lions Club of Inver Grove Heights, a Minnesota non-profit corporation under the laws of Minnesota, and who executed the foregoing instrument on behalf of said corporation and acknowledged that he executed the same as the free act and deed of the corporation with the authority and approval of the Board of Directors thereof.

Notary Public

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE PUBLIC HEARING

Meeting Date: November 14, 2016
 Item Type: Consent
 Contact: Kristi Smith, Finance Director
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED Schedule a Public Hearing on December 12, 2016, at 7:00 p.m. in the Council Chambers to consider the amendment of City Code Title 3, Chapter 4, Section 3-4-2-2, 3-4-2-3 Fees, and 10-3-8 Planning Fees. These are the fees associated with Water and Sanitary Sewer Utility Connections, Storm Water Utility Connection Fees, and Planning Fees.

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

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 5%. These proposed fees are based on financial projections supplied in Ehlers and Associates May 2016 Update.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Tables and Chairs for Veterans Memorial Community Center

Meeting Date: November 14, 2016
 Item Type: Consent Agenda
 Contact: Tracy Petersen- 651.450.2588
 Prepared by: Tracy Petersen
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

To accept quote for table purchase from General Office Products Company/National Public Seating in the amount of \$2,953.60 and chair quote from General Office Products Company in the amount of \$4,258.97. This amount is included in the 2016 VMCC budget.

This is a reduction of \$3,767.35 from the original quote submitted for consideration at the October 10, 2016 City Council meeting. It is also a change in brand from the Mity-Lite brand to an alternative brand.

SUMMARY

At the October 10, 2016 City Council meeting the City Council requested more information on the warranty for our current tables (Mity-Lite brand) in addition to further research on table pricing/brand selection.

The Mity-Lite table warranty we currently have is the following: *“Mity-Lite warrants its classic ABS plastic tables to be free from defect in materials and workmanship under normal use, service and handling for fifteen (15) years from date of purchase. This warranty does not cover normal wear and tear to product surfaces or damages as a result of abuse, misuse, vandalism, unauthorized repairs or modifications, defacement, inadequate inspection or maintenance, neglect, accident, improper application, prolonged exposure to extreme temperature or inappropriate use. Mity-Lite, at its sole discretion and subject to a pro-ration of use as determined by Mity-Lite, will repair or replace the product, or provide the customer a credit for the value of the product subject to the warranty within a reasonable time following the receipt of Mity-Lite of such notice or defect.”*

The Community Center uses tables and chairs within the facility for numerous, rentals, events and recreation programs throughout the year. 9,583 hours of room use were tabulated in 2015 with anticipated revenue of \$43,000 for 2016.

- Tables and chairs are needed in order to maximize room space and revenue potential- currently we do not have an adequate number of tables and chairs to be used in the three (3) community rooms simultaneously.
- Commercial grade tables and chairs are needed as our operations require us to move them 5-6 times a week throughout the building for various programs and events.
- The building does not have the luxury of being able to keep a permanent set of tables and chairs in all areas due to the volume of events, types of events and size of events.
- The National Guard tables and chairs are used for events in the gymnasium only. The City does not own these tables and chairs so we are unable to access them for our own activities in other areas of the building.

- The tables and chairs (different size and type) in Community Room 2/Senior Center are used primarily for the current senior program and their needs. Staff does not move these or utilize them in other areas of the building due to this.
- The chairs requested for approval have proven to be reliable, durable and will match the ones we currently own.

Quote includes:

30 (30"x72") rectangular tables
 3 (rectangle) table carts
 60 (stacking) chairs
 2 chair carts

Tables

Mity-Lite	\$6,720.95
General Office Products/National Public Seating	\$2,953.60

Chairs

Workspace Interiors	\$4,476.36
General Office Products	\$4,258.97

Warranty on the General Office Products/National Public Seating tables is ten (10) years on manufacturer defects in materials and workmanship from date of purchase. If defective, at its option, National Public Seating will repair or replace the defective product. This warranty does not apply to damage resulting from misuse, abuse or neglect.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 7 and Final Pay Voucher No.11 for the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70th Street Lift Station, Argenta District

Meeting Date: November 14, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT SB

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 7 and Final Pay Voucher No. 11 for the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70th Street Lift Station, Argenta District.

SUMMARY

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

The contractor has completed the work through October 31, 2016 in accordance with the contract plans and specifications. Final Compensating Change Order No. 7 reconciles the contract quantities and the final actual quantities.

I recommend approval of Final Compensating Change Order No. 7 in the amount of (\$26,607.47), for a revised contract amount of \$2,305,800.59, and Final Pay Voucher No. 11 in the amount of \$35,562.09 for work on the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70th Street Lift Station, Argenta District.

TK/me

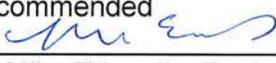
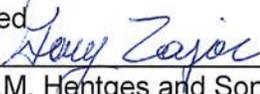
- Attachments: Final Compensating Change Order No. 7
 Final Pay Voucher No. 11
 Engineer's Report of Acceptance
 Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 7

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

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 31, 2016
Contractor: S.M. Hentges & Sons, Inc.	Engineer: Justin Ernst, Bolton & Menk, Inc.

Purpose of Change Order
Final Compensating amount to balance value of work completed and total payments made to the Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher Form.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,083,708.48	Original Contract Time: October 31, 2015
Previous Change Orders No. 1 to No. 6 \$248,699.58	Net Change from Previous Change Orders: 7 months
Contract Price Prior to this Change Order \$2,332,408.06	Contract Time Prior to this Change Order July 31, 2016
Net Decrease of this Change Order: (\$26,607.47)	Net Increase (Decrease) of Change Order: 0 1 Month
Contract Price with all Approved Change Orders: \$ 2,305,800.59	Contract Time with Approved Change Orders August 31, 2016
Recommended By:  Mike Edwards, Engineering Technician	Approved By:  S.M. Hentges and Sons, Inc.

Approved By:

Thomas J. Kaldunski

Approved By:

George Tourville, Mayor

Date of Council Action:

November 14, 2016

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

ESTIMATE NO: 11 (eleven) FINAL
DATE: November 14, 2016
PERIOD ENDING: October 31, 2016
PROJECT NO: 2015-10 NWA Trunk Utility Improvements
2015-11 NWA 70th Street Lift Station

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

Original Contract Amount	\$2,083,708.48
Total Addition (Change Order 1,2,3,4,5,6)	\$248,699.58
Total Deduction (Change Order 7)	(\$26,607.47)
Total Contract Amount.....	\$2,305,800.59
Total Value of Work to Date	\$2,305,800.59
Less Retained (0%).....	\$0.00
Less Previous Payment.....	\$2,270,238.50
Total Approved for Payment this Voucher	\$35,562.09
Total Payments including this Voucher.....	\$2,305,800.59

Approvals:

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

Signed by: _____ November 14, 2016
Thomas J. Kaldunski, City Engineer

Signed by: Gary Zajac _____ 11-10-16
S.M. Hentges & Sons, Inc. Date

Signed by: _____ November 14, 2016
George Tourville, Mayor

Final Payment No.11

2015-10 TRUNK UTILITY/2015-11 LIFT STATION
CITY OF INVER GROVE HEIGHTS, MINNESOTA

WORK COMPLETED THROUGH October 31, 2016

ITEM NO.	ITEM	Contract Quantity	Quant to date	Unit price	Estimated Amount	Contract Cost to Date
SCHEDULE 1						
1	UTILITY INSPECTOR ALLOWANCE	1		\$8,000.00	8,000.00	
2	MOBILIZATION	0.5	0.50	\$24,000.00	12,000.00	\$12,000.00
3	CLEARING	1.3	1.30	\$3,060.00	3,978.00	\$3,978.00
4	GRUBBING	1.3	1.30	\$3,060.00	3,978.00	\$3,978.00
5	CONSTRUCT ACCESS ROAD ALLOWANCE	1		\$5,000.00	5,000.00	
6	OBSTRUCTION REMOVAL	6	3.00	\$2,550.00	15,300.00	\$7,650.00
7	WATER USAGE ALLOWANCE	0.5		\$5,000.00	2,500.00	
8	GRANULAR BACKFILL	1500		\$0.01	15.00	
9	AGGREGATE FOUNDATION	150		\$25.00	3,750.00	
10	8" DIP CL 52 PIPE SEWER (0' - 20')	40	40.00	\$111.00	4,440.00	\$4,440.00
11	8" DIP CL 52 PIPE SEWER (30' - 40')	25	20.00	\$165.00	4,125.00	\$3,300.00
12	12" DIP CL 52 PIPE SEWER (0'-20')	106	106.00	\$254.50	26,977.00	\$26,977.00
13	12" DIP CL 52 PIPE SEWER (20'-30')	376	376.00	\$254.50	95,692.00	\$95,692.00
14	12" DIP CL 52 PIPE SEWER (30'-40')	331	331.00	\$254.50	84,239.50	\$84,239.50
15	12" DIP CL 52 PIPE SEWER (40'-50')	209	209.00	\$254.50	53,190.50	\$53,190.50
16	12" FUSIBLE PIPE SEWER (THROUGH CASING)	436	436.00	\$52.00	22,672.00	\$22,672.00
17	CONNECT TO EXISTING SANITARY SEWER	1	1.00	\$114,259.19	114,259.19	\$114,259.19
18	30" STEEL CASING PIPE (TRENCHLESS)(SANITARY)	436	436.00	\$625.00	272,500.00	\$272,500.00
19	CONSTRUCT 8" OUTSIDE DROP	20	30.00	\$270.00	5,400.00	\$8,100.00
20	CONSTRUCT 12" OUTSIDE DROP	10	14.00	\$443.00	4,430.00	\$6,202.00
21	CONNECT TO EXISTING WATER MAIN	1	1.00	\$807.00	807.00	\$807.00
22	HYDRANT (10' BURY)	3	3.00	\$3,855.50	11,566.50	\$11,566.50
23	6" GATE VALVE & BOX	3	3.00	\$1,175.00	3,525.00	\$3,525.00
24	16" BUTTERFLY GATE VALVE	6	6.00	\$2,761.00	16,566.00	\$16,566.00
25	6" WATERMAIN DUCTILE IRON CL 52	37	37.00	\$37.25	1,378.25	\$1,378.25
26	16" WATERMAIN DUCTILE IRON CL 52	753	580.00	\$81.25	61,181.25	\$47,125.00
27	16" WATERMAIN DUCTILE IRON CL 52 (>10')	570	570.00	\$83.75	47,737.50	\$47,737.50
28	16" DIP WATERMAIN (THROUGH CASING)	280	280.00	\$72.75	20,370.00	\$20,370.00
29	30" STEEL CASING PIPE (JACKED)(WATERMAIN)	280	280.00	\$496.00	138,880.00	\$138,880.00
30	BUTTERFLY VALVE MANHOLE	86	76.00	\$384.00	33,024.00	\$29,184.00
31	DUCTILE IRON FITTINGS	4870	6,399.00	\$2.50	12,175.00	\$15,997.50
32	48" DIAMETER SANITARY MANHOLE	130.1	126.00	\$133.00	17,303.30	\$16,758.00
33	72" DIAMETER SANITARY MANHOLE	57.4	59.98	\$253.00	14,522.20	\$15,174.94
34	SANITARY MANHOLE SPECIAL	74	74.00	\$229.00	16,946.00	\$16,946.00
35	CASTING ASSEMBLY (SANITARY)	8	8.00	\$480.00	3,840.00	\$3,840.00
36	EXTERNAL CHIMNEY SEAL	8	8.00	\$200.00	1,600.00	\$1,600.00
37	MARKING POST	14	14.00	\$80.00	1,120.00	\$1,120.00
38	TRAFFIC CONTROL	0.5	0.50	\$2,525.00	1,262.50	\$1,262.50
39	SILT FENCE, TYPE MS	2188	1,135.00	\$2.00	4,376.00	\$2,270.00
40	STORM DRAIN INLET PROTECTION	3		\$100.00	300.00	
41	SEDIMENT CONTROL LOG TYPE STRAW	200		\$2.20	440.00	
42	ROCK CONSTRUCTION ENTRANCE	2	2.00	\$1,100.00	2,200.00	\$2,200.00
43	STORM WATER MANAGEMENT ALLOWANCE	0.5		\$10,000.00	5,000.00	\$1,676.24
44	EROSION CONTROL BLANKET CATEGORY 3	500	500.00	\$1.50	750.00	\$750.00
45	RAPID STABILIZATION METHOD 3 (MIX 32-241)	1	1.00	\$2,740.00	2,740.00	\$2,740.00
46	RAPID STABILIZATION METHOD 3 (MIX 25-142)	3	4.00	\$2,629.00	7,887.00	\$10,516.00
					1,169,943.69	\$1,129,168.62

Final Payment No.11

2015-10 TRUNK UTILITY/2015-11 LIFT STATION
CITY OF INVER GROVE HEIGHTS, MINNESOTA

WORK COMPLETED THROUGH October 31, 2016

ITEM NO.	ITEM	Contract Quantity	Quant to date	Unit price	Estimated Amount	Contract Cost to Date
SCHEDULE 2						
47	MOBILIZATION	0.5	0.50	\$24,000.00	12,000.00	\$12,000.00
48	CLEARING	1	1.00	\$3,080.00	3,080.00	\$3,080.00
49	GRUBBING	1	1.00	\$3,080.00	3,080.00	\$3,080.00
50	OBSTRUCTION REMOVAL	4	2.00	\$2,550.00	10,200.00	\$5,100.00
51	WATER USAGE ALLOWANCE	0.5		\$5,000.00	2,500.00	
52	AGGREGATE BASE CLASS 5	140	140.00	\$15.00	2,100.00	\$2,100.00
53	BITUMINOUS TACK COAT	15	15.00	\$3.00	45.00	\$45.00
54	TYPE SP 9.5 WEARING COURSE MIX (2,B)	25	25.00	\$153.00	3,825.00	\$3,825.00
55	TYPE SP 12.5 NON-WEARING COURSE MIX (2, B)	25	25.02	\$153.00	3,825.00	\$3,828.06
56	GRANULAR BACKFILL	500		\$0.01	5.00	
57	AGGREGATE FOUNDATION	75		\$25.00	1,875.00	
58	WASTE COLLECTION AND DISPOSAL ALLOWANCE	1		\$5,000.00	5,000.00	
59	CONSTRUCT LIFT STATION	1	1.00	\$378,875.19	378,875.19	\$378,875.19
60	8" FORCEMAIN PVC PIPE SEWER	170	170.00	\$20.00	3,400.00	\$3,400.00
61	8" PVC SDR-35 PIPE SEWER	27	27.00	\$25.00	675.00	\$675.00
62	8" PVC SDR-26 PIPE SEWER	154	154.00	\$92.00	14,168.00	\$14,168.00
63	8" DIP CL 52 PIPE SEWER (0' - 20')	40	40.00	\$102.50	4,100.00	\$4,100.00
64	8" DIP CL 52 PIPE SEWER (40' - 50')	143	143.00	\$528.50	75,575.50	\$75,575.50
65	8" FUSIBLE PIPE SEWER (THROUGH CASING)	142	142.00	\$34.00	4,828.00	\$4,828.00
66	12" PVC SDR-26 PIPE SEWER (20'-25')	109	109.00	\$76.50	8,338.50	\$8,338.50
67	12" DIP CL 52 PIPE SEWER (20'-30')	52	62.00	\$145.00	7,540.00	\$8,990.00
68	12" DIP CL 52 PIPE SEWER (40'-50')	104	104.00	\$419.00	43,576.00	\$43,576.00
69	30" STEEL CASING PIPE (TRENCHLESS)(SANITARY)	142	142.00	\$715.00	101,530.00	\$101,530.00
70	CONSTRUCT 8" OUTSIDE DROP	14.4	20.00	\$226.00	3,254.40	\$4,520.00
71	CONSTRUCT 12" OUTSIDE DROP	4	2.00	\$900.00	3,600.00	\$1,800.00
72	HYDRANT	2	2.00	\$3,673.00	7,346.00	\$7,346.00
73	6" GATE VALVE & BOX	2	2.00	\$1,175.00	2,350.00	\$2,350.00
74	16" BUTTERFLY GATE VALVE	1	2.00	\$2,761.00	2,761.00	\$5,522.00
75	6" WATERMAIN DUCTILE IRON CL 52	127	31.00	\$36.50	4,635.50	\$1,131.50
76	12" WATERMAIN DUCTILE IRON CL 52	103	283.00	\$64.00	6,592.00	\$18,112.00
77	16" WATERMAIN DUCTILE IRON CL 52	255	397.00	\$83.50	21,292.50	\$33,149.50
78	16" DIP WATERMAIN (THROUGH CASING)	142	142.00	\$87.00	12,354.00	\$12,354.00
79	30" STEEL CASING PIPE (JACKED)(WATERMAIN)	142	142.00	\$485.00	68,870.00	\$68,870.00
80	DUCTILE IRON FITTINGS	1845	4,665.00	\$2.50	4,612.50	\$11,662.50
81	BUTTERFLY VALVE MANHOLE	10	20.60	\$452.00	4,520.00	\$9,311.20
82	48" DIAMETER SANITARY MANHOLE	61.3	78.14	\$158.00	9,685.40	\$12,346.12
83	72" DIAMETER SANITARY MANHOLE	38.8	43.43	\$249.00	9,661.20	\$10,814.07
84	SANITARY MANHOLE SPECIAL	84.6	82.05	\$221.00	18,696.60	\$18,133.05
85	CASTING ASSEMBLY (SANITARY)	7	6.00	\$495.00	3,465.00	\$2,970.00
86	EXTERNAL CHIMNEY SEAL	1	1.00	\$200.00	200.00	\$200.00
87	CONCRETE CURB & GUTTER DESIGN B618	255	198.00	\$22.00	5,610.00	\$4,356.00
88	6" CONCRETE DRIVEWAY PAVEMENT	55	172.00	\$50.00	2,750.00	\$8,600.00
89	TRAFFIC CONTROL	0.5	0.50	\$2,525.00	1,262.50	\$1,262.50
90	SILT FENCE, TYPE MS	2184		\$2.00	4,368.00	
91	SEDIMENT CONTROL LOG TYPE STRAW	100		\$3.50	350.00	
92	ROCK CONSTRUCTION ENTRANCE	2	2.00	\$1,100.00	2,200.00	\$2,200.00
93	STORM WATER MANAGEMENT ALLOWANCE	0.5		\$10,000.00	5,000.00	
94	EROSION CONTROL BLANKET CATEGORY 3	200		\$1.50	300.00	
95	RAPID STABILIZATION METHOD 3 (MIX 25-142)	1	1.50	\$2,599.00	2,599.00	\$3,898.50
96	CONIFEROUS TREE 8' HT B&B	39	39.00	\$392.00	15,288.00	\$15,288.00
					913,764.79	\$933,311.19

Final Payment No.11

2015-10 TRUNK UTILITY/2015-11 LIFT STATION
CITY OF INVER GROVE HEIGHTS, MINNESOTA

WORK COMPLETED THROUGH October 31, 2016

ITEM NO.	ITEM	Contract Quantity	Quant to date	Unit price	Estimated Amount	Contract Cost to Date
Change Order #1						
97	8" DIP WITH 401 LINING	424	424.00	\$20.47	8,679.28	\$8,679.28
98	12" DIP WITH 401 LINING	1628	1,628.00	\$25.43	41,400.04	\$41,400.04
99	8" MJ DROP TEE - 401 LINING	4	4.00	\$397.87	1,591.48	\$1,591.48
100	12" MH DROP TEE - 401 LINING	2	2.00	\$402.66	805.32	\$805.32
101	8" DIP CL 52 PIPE SEWER (30' - 40')	143	143.00	-\$28.50	-4,075.50	-\$4,075.50
102	12" DIP WATERMAIN (THROUGH CASING)	142	142.00	-\$19.00	-2,698.00	-\$2,698.00
103	BORING PIT LOWERING (WATERMAIN)	1	1.00	\$12,000.00	12,000.00	\$12,000.00
104	RECEIVING PIT LOWERING (WATERMAIN)	1	1.00	\$5,000.00	5,000.00	\$5,000.00
					62,702.62	\$62,702.62
Change Order #3						
105	PORTABLE PRECAST CONC BARRIER DES 8337	200	200.00	\$16.00	3,200.00	\$3,200.00
106	30" HYDRANT EXTENSION	1	1.00	\$7,862.40	7,862.40	\$7,862.40
					11,062.40	\$11,062.40
Change Order #4						
107	LIFT STATION WINTER DRIVEWAY	1	1.00	\$2,314.61	2,314.61	\$2,314.61
					2,314.61	\$2,314.61
Change Order #6						
107	Emergency Dawn Way Storm Sewer Repair	1	1.00	\$167,241.15	167,241.15	\$167,241.15
					167,241.15	\$167,241.15

STORED MATERIALS \$120,160.05
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED \$120,160.05
STORED MATERIALS REMAINING

\$2,136,244.83

	Estimated Cost	Contract Cost to Date
Schedule 1	\$1,169,943.69	\$1,129,168.62
Schedule 2	\$913,764.79	\$933,311.19
Original Contract Amount	\$2,083,708.48	
C.O. #1	\$68,081.42	\$62,702.62
C.O. #3	\$11,062.40	\$11,062.40
C.O. #4	\$2,314.61	\$2,314.61
C.O.#6	\$167,241.15	\$167,241.15
Final Compensating C.O. #7	-\$26,607.47	
Revised Contract Amount	\$2,305,800.59	
Contract Work Completed to Date		\$2,305,800.59
Total Stored Materials to Date		\$120,160.05
Deduction for Stored Materials used		\$120,160.05
Completed Work and Stored Materials		\$2,305,800.59
Retainage (0.0%)		
Previous Payments		\$2,270,238.50
Amount Due This Payment 10		\$35,562.09

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2015-10 and 2015-11
NWA TRUNK UTILITY IMPROVEMENTS & NWA 70TH STREET LIFT STATION**

November 14, 2016

**TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA**

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with S.M. Hentges & Sons, Inc. for City Projects 2015-10 and 2015-11 NWA Trunk Utility Improvements and NWA 70th Street Lift Station.

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

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

Original Contract Amount	\$2,083,708.48
Total Addition (Change Orders No. 1-6)	\$248,699.58
Total Deduction (Change Order No. 7)	(\$26,607.47)
Total Contract Amount.....	\$2,305,800.59
Total Value of Work to Date	\$2,305,800.59
Less Previous Payment.....	\$2,270,238.50
Total Approved for Payment this Voucher	\$35,562.09
Total Payments including this Voucher.....	\$2,305,800.59

Sincerely,

Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

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

**RESOLUTION ACCEPTING WORK OF S.M. HENTGES AND SONS AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$35,562.09**

**CITY PROJECT NO. 2015-10 and 2015-11
NWA TRUNK UTILITY IMPROVEMENTS & NWA 70TH STREET LIFT STATION**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated April 27, 2015, S.M. Hentges and Sons satisfactorily completed improvements and appurtenances for City Project No. 2015-10 and 2015-11 NWA Utility Improvements & NWA 70th Street Lift Station

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

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

Adopted by the City Council of Inver Grove Heights this 14th day of November 2016.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 6 and Pay Voucher No. 9 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: November 14, 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

SW *ST*

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 Change Order No. 6 and Pay Voucher No. 9 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 and 2015 Improvement 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.

Change Order No. 6, in the amount of \$12,125.22, is to balance the contract amount with the work completed to date. This change order is for City Project Nos. 2015-09E and 2015-14, and will be funded through the Contingency Funds.

The contractor has completed the work through October 31, 2016 in accordance with the contract plans and specifications. The Contractor's warranty period will commence with the approval of this payment. A portion of the reseeded area has sprouted well, but will need to be reviewed in the spring. \$16,459.49 has been retained for final turf establishment.

I recommend approval of Change Order No. 6 in the amount of \$12,125.22, for a total contract amount of \$3,291,897.93, and Pay Voucher No. 9 in the amount of \$76,349.84 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.

TJK/nh

Attachments: Change Order No. 6
 Pay Voucher No. 9

CHANGE ORDER NO. 6

2015 Pavement Management Program

City Project No. 2015-09E – 47th St. Area Reconstruction

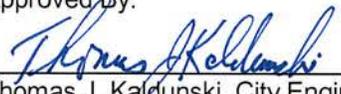
Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 31, 2016
Contractor: Palda and Sons, Inc. 1462 Dayton Ave. St. Paul, MN 55104	Engineer: Short Elliott Hendrickson, Inc.

PURPOSE OF CHANGE ORDER

To balance the value of the work completed and total payments made to the Contractor. This accounts for miscellaneous increases and decreases in contract quantities listed in the Payment Voucher form.

Total Value of Work Completed to Date	\$3,291,897.93
<u>Contract Amount to Date</u>	<u>\$3,279,772.71</u>
Compensating Change Order Amount	\$12,125.22

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$3,060,086.49	Original Contract Time:
Previous Change Orders \$219,686.22	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order \$3,279,772.71	Contract Time Prior to this Change Order None
Net Increase (Decrease) of this Change Order \$12,125.22	Net Increase (Decrease) of Change Order None
Contract Price with all Approved Change Orders \$3,291,897.93	Contract Time with Approved Change None
Recommended By: 	Approved By:
Nick Hahn, Senior Engineering Technician	Palda and Sons, Inc.

Approved By:

 Thomas J. Kaldunski, City Engineer

Approved By:

 George Tourville, Mayor

Date of Council Action:

 November 14, 2016

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)											
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 RELAXATION (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		
TOTAL SCHEDULE 2 - 47TH STREET AREA RECONSTRUCTION (2015-09E)										
\$ 785,711.05										
\$ 842,051.62										

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	1.61	\$	10,000.00	\$	10,000.00	\$	16,100.00
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	1435	\$	47.19	\$	62,573.94	\$	67,717.65
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	1.82	\$	15,000.00	\$	15,000.00	\$	27,300.00		
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	3.3	\$	1,700.00	\$	3,502.00	\$	5,610.00		
87	2575.513	MULCH MATERIAL TYPE 6, SHREDDED HARDWOOD	CY	23	24	\$	81.00	\$	1,863.00	\$	1,944.00		
88	2575.56	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	6180	9104	\$	3.50	\$	21,630.00	\$	31,864.00		
89	2575.605	EROSION STABILIZATION MAT - SHOREMAX™	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	\$	2,306,631.68
TOTAL BASE BID (SCHEDULE 1 + SCHEDULE 2)										\$	2,968,703.09	\$	3,148,683.30

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	\$ 2,306,631.68
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	\$ 3,250,870.47

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
Change Order No. 6	\$ 12,125.22	Included in Sch. 2

Total Contract Amount	\$ 3,291,897.93	
Contract Work Completed To Date	\$ 3,291,897.93	
Retainage (0.5%)	\$ 16,459.49	
Previous Payments	\$ 3,199,088.60	
Amount Due This Partial Payment #9	\$ 76,349.84	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving an Amendment to the Joint Powers Agreement between Inver Grove Heights and Eagan Establishing the Eagan-Inver Grove Heights Watershed Management Organization (WMO)

Meeting Date: November 14, 2016
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
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: Pavement Management Fund, State-Aid Funds

PURPOSE/ACTION REQUESTED

Resolution Approving an Amendment to the Joint Powers Agreement between Inver Grove Heights and Eagan Establishing the Eagan-Inver Grove Heights Watershed Management Organization (WMO).

SUMMARY

The subject Joint Powers Agreement (JPA) was approved on December 9, 2013. The subject amendment provides for establishing staggered terms for the WMO Board member appointments and modifies language to address changes to state policy.

A copy of the letter from the WMO Board and a copy of the amended portions of the JPA are attached. I recommend approval of the resolution.

SDT/kf

Attachments: Letter with JPA Amendments
Resolution

EAGAN-INVER GROVE HEIGHTS WATERSHED MANAGEMENT ORGANIZATION

October 26, 2016

City of Inver Grove Heights
Joe Lynch
8150 Barbara Ave
Inver Grove Heights, MN 55077

Re: Recommended Amendments to Eagan-Inver Grove Heights Watershed Management Organization JPA

Dear Mr. Lynch,

At its October 18 meeting, the Board of the Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO) unanimously adopted a motion to recommend member cities to amend the 2014 joint powers agreement. The Board recommends the agreement between the City of Eagan and the City of Inver Grove Heights be amended due to changes in State policy and the desire for staggered terms of appointed Managers to the Board.

Recent changes have been made to Minnesota Rules, Chapter 8410, which spell out plan requirements for Watershed Management Organizations. A financial audit is now only required once every five years, rather than annually, for qualifying low budget organizations.

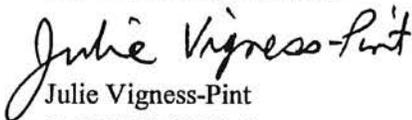
The E-IGHWMO Board currently has three Managers appointed by the City of Eagan with terms that are set to expire in March of 2017. In order to maintain a quorum and the flow of knowledge within the Board, the Board recommends these terms be staggered. Proposed language within the amendment would allow Eagan to modify the terms at the time of upcoming appointments. Therefore, when new managers are appointed in 2017, there could be a 1-year, 2-year and a 3-year term for one time only, and then subsequent appointments could be 3-year terms.

We would appreciate your consideration of this item at your next City Council meeting. Please contact me if you have any questions at 651-480-7777 or contact Scott Thureen as he serves as Inver Grove Heights representation to the E-IGHWMO Board.

Sincerely,



Ashley Gallagher
E-IGHWMO Administrator



Julie Vigness-Pint
E-IGHWMO Chair

Cc: Scott Thureen

**AMENDMENT
TO
EAGAN-INVER GROVE HEIGHTS WATERSHED
JOINT POWERS AGREEMENT
ESTABLISHING A
WATERSHED MANAGEMENT ORGANIZATION**

THE PARTIES TO THIS AGREEMENT are cities which have land within the Eagan-Inver Grove Heights Watershed. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes 2005 §§ 471.59 and 103B.201, et. seq.

1. EXISTING AGREEMENT. The existing Joint Powers Agreement for the Eagan-Inver Grove Heights Watershed Management Organization (dated 2014) shall remain in full force and effect, except as specifically amended by this Agreement.

2. PARAGRAPH/ITEM 6, Subdivision 3 of the Joint Power Agreement is amended by adding the underlined language below:

Subdivision 3. Term. Managers and alternates shall serve a three (3) year term and until their successors are appointed and qualify. The council of a member city may in its discretion modify the term of a member or alternate at the time of their appointment in order to establish and maintain staggered terms. The terms of the managers and alternates serving on the effective date of this Agreement are as shown on Exhibit A attached hereto. A manager or alternate may not be removed from the Board prior to the expiration of the manager's term, except for just cause by the governing body that made the appointment. The Board of Water and Soil Resources shall be notified of all appointments to the Board and of all vacancies as required by state law. All vacancies shall be filled within ninety (90) days after they occur. The Board shall comply with state laws regarding published notice of Board vacancies.

3. PARAGRAPH/ITEM 7, Subdivision 22 of the Joint Power

Agreement is amended by removing the strike though language and adding the underlined language below:

Subdivision 22. Proposals for Services. In accordance with Minn. Stat. §

I 03B.227, the Board shall may at least every two (2) years solicit interest proposals for legal, professional, or technical consultant services before retaining the services of an attorney or consultant or extending an annual services agreement.

4. PARAGRAPH/ITEM 7, Subdivision 24 of the Joint Power

Agreement is amended by removing the strike though language and adding the underlined language below:

Subdivision 24. Annual Report. ~~On or before April 1,~~ Under State Policy the Board shall file with the Board of Water and Soil Resources and the clerk of each member an Annual Report which includes either a financial activity report, an activity report, and or an audit report for the previous fiscal year, and ~~meetings~~ the requirements of Minn. Stat. § 103B.231 and Minnesota Rule Part 8410.0150.

IN WITNESS WHEREOF, the undersigned cities, by action of their councils, have caused this Agreement to be executed.

Approved by the City Council

_____, 2016

CITY OF EAGAN

By: _____

Its Mayor

And _____

Its City Clerk

IN WITNESS WHEREOF, the undersigned cities, by action of their councils, have caused this Agreement to be executed.

Approved by the City Council

CITY OF INVER GROVE HEIGHTS

_____, 2016

By: _____

Its Mayor

And _____

Its City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN
THE CITY OF EAGAN AND THE CITY OF INVER GROVE HEIGHTS ESTABLISHING THE EAGAN-
INVER GROVE HEIGHTS WATERSHED MANAGEMENT ORGANIZATION**

WHEREAS, the Joint Powers Agreement (JPA) establishing the Eagan-Inver Grove Heights Watershed Management Organization was adopted by resolution on December 9, 2013; and

WHEREAS, Inver Grove Heights and Eagan desire to amend the JPA to provide for establishing staggered terms for board appointments and to revise language to address changes in state policy.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Amendment to the Joint Powers Agreement between the City of Eagan and the City of Inver Grove Heights establishing the Eagan-Inver Grove Heights Watershed Management Organization is approved.
2. The Mayor is authorized to sign the amendment on the City's behalf.

Adopted this 14th day of November 2016 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

George Tourville, Mayor

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution to Ratify and Confirm the Acceptance of the Proposal from Barr Engineering for a Condition Inspection of the Existing 96-inch CMP Culvert under Dickman Trail and Railroad Right-of-Way

Meeting Date: November 14, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

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

PURPOSE/ACTION REQUESTED

Consider resolution to ratify and confirm the acceptance of the proposal from Barr Engineering for a condition inspection of the existing 96-inch CMP culvert under Dickman Trail and railroad right-of-way.

SUMMARY

The City's Public Works Department detected a settlement in Dickman Trail near 7280 Dickman Trail in 2016. This was the second year in a row that settlements were detected in this area. There is an existing 96" CMP that starts near 7280 Dickman Trail and goes under the road, the Union Pacific Railroad, and the driveway to the Gish site used by the Department. Records indicate this culvert has existed for at least 50 years.

Initial inspections by the Engineering Division noted that the bottom of the CMP has eroded and the top of the CMP has sagged. Upon reviewing the initial inspection, it was determined that the City should use its consultant pool to do a thorough inspection. Barr Engineering was selected to prepare a proposal dated October 28, 2016. Due to the significance of the drainage structure, the Public Works Director authorized the consultant to conduct the work outlined in the proposal.

Barr Engineering has conducted its inspections per this proposal and they are preparing a report on the condition of the 96" CMP. This proposal is being approved "after the fact" because of the Department's concern with the drainage structure.

The Union Pacific Railroad has been notified of this inspection. Copies of the report will be shared with UPRR representatives.

It is recommended that the City Council adopt the attached resolution to ratify and confirm the acceptance of the authorization for Barr Engineering to conduct the condition inspection on the Dickman Trail 96" CMP, as outlined in their proposal for a fee of \$5,400. Funding will be provided by the storm water utility.

Staff selected Barr from our Engineering Consultant Pool because of their knowledge and experience of the City's stormwater systems. I have reviewed the proposal and recommend approval of the resolution which authorizes staff to enter into an agreement in the amount of \$5,400 for a condition inspection as outlined in Barr's proposal.

TJK/kf
 Attachments: Resolution
 Proposal dated October 28, 2016
 Map of Area

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION RATIFYING AND CONFIRMING THE APPROVAL OF A PROPOSAL FROM BARR
ENGINEERING FOR A CONDITION INSPECTION OF THE EXISTING 96-INCH CMP CULVERT
UNDER DICKMAN TRAIL AND RAILROAD RIGHT-OF-WAY**

RESOLUTION NO. _____

WHEREAS, the proposal dated October 28, 2016, from Barr Engineering for a condition inspection of the existing 96-inch CMP culvert under Dickman Trail and railroad right-of-way in the amount of \$5400 is hereby approved and authorization for work previously performed relating to the proposal is hereby ratified and confirmed; and

WHEREAS, the Public Works Director has determined that the inspection should proceed promptly; and

WHEREAS, Barr Engineering is in the City's Water Resources Engineering Consultant Pool and familiar with the existing stormwater facilities near Dickman Trail; and

WHEREAS, Barr Engineering has previously assisted the City of Inver Grove Heights with stormwater management projects in the City of Inver Grove Heights.

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

1. The proposal dated October 28, 2016 from Barr Engineering for a condition inspection of the existing 96-inch CMP culvert under Dickman Trail and railroad right-of-way in the amount of \$5,400 is hereby approved.
2. Staff is authorized to enter in this proposal agreement with Barr Engineering.
3. Funding for the work will be provided from the Stormwater Utility.

Adopted by the City Council of Inver Grove Heights this 14th day of November 2016.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**Work Order For:
Dickman Trail Culvert Inspection Services**

Applicable to Addendum No. 1 and Master Service Agreement Dated June 27, 2012

between

**Barr Engineering Co. (Barr)
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435**

**City of Inver Grove Heights (City)
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Designated Representative:

Karen Chandler

Designated Representative:

Tom Kaldunski

I. Scope Language

We understand the City is concerned about the condition of the existing 96-inch diameter CMP culvert under Dickman Trail and railroad right-of-way, at the downstream end of the Concord-Dickman ravine, north of 74th Street East (extended). A depression has formed above the culvert this year, and the City requested Barr to inspect the culvert, evaluate its condition, and provide recommendations for rehabilitation or replacement of the culvert.

The scope of work is divided into the following tasks:

Task 1: Inspection

This task includes preparing for and performing NASSCO (National Association of Sewer Service Companies) inspection to quantify pipe condition and defects. Work includes:

- Review any previous reports, inspections, or photos of the culvert
- Prepare a site safety plan
- Prepare and provide inspection and safety equipment
- Coordinate with city staff to gain safe access to culvert
- Field reconnaissance to identify and understand access points to the culvert so that appropriate logistic and safety planning can be completed
- Perform inspections using a 2-member team inspection crew with one surface attendant (City staff could serve as the surface attendant if they are confined space trained)
- Take photos with a digital camera
- Take void measurements if holes are encountered in the CMP (and if feasible)
- Videotape the entire reach with a GoPro camera
- Equipment and travel expenses
- Project management

Task 2: Report

This task includes preparation of a report evaluating the condition of the culvert, and providing recommendations for rehabilitation or replacement of the culvert. Work includes:

- Prepare draft report
- Conference call with City staff to discuss inspection results and draft report
- Prepare final report

Fee Estimate Total: - **\$5,400**

These costs are based on the scope and schedule assumptions as listed below.

II. Deliverables

Barr will provide the City with the following deliverables:

1. Draft report
2. Final report

III. Maximum Compensation and Assumptions ("Service Assumptions") Upon Which Maximum is Based

For the services referenced above, you will pay us for time and expense not to exceed **\$5,400** without prior approval, in accordance to the referenced Master Service Agreement. The scope of services assumes the following:

1. City staff will be on site during the reconnaissance to assist in identifying appropriate and safe access.
2. No traffic control signage or permitting is required.

IV. Schedule and Assumptions Upon Which Schedule is Based

Assuming City staff is available to assist in identifying an appropriate and safe access point, Barr will perform the field reconnaissance on November 2nd and the inspection on November 3rd, weather permitting. In case of inclement weather, or if access cannot be secured in time, Barr will perform the inspection during the week of November 14th. Barr will prepare and submit the draft report to City staff within two weeks after completion of the inspection. Barr will revise and submit the final report to City staff one week after our conference call to review the report.

ACCEPTED AND AGREED TO:

BARR ENGINEERING CO.

City of Inver Grove Heights

By: Karen L. Chandler

By: [Signature]

Title: Vice President

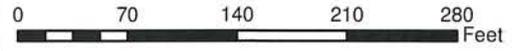
Title: PUBLIC WORKS DIRECTOR

Date: October 28, 2016

Date: 31 OCT 16



City of
Inver Grove Heights
Property Map



Approx. Location of
RR Culvert

7275

DICKMAN TRL

RIVER RD

4376

7211

7273

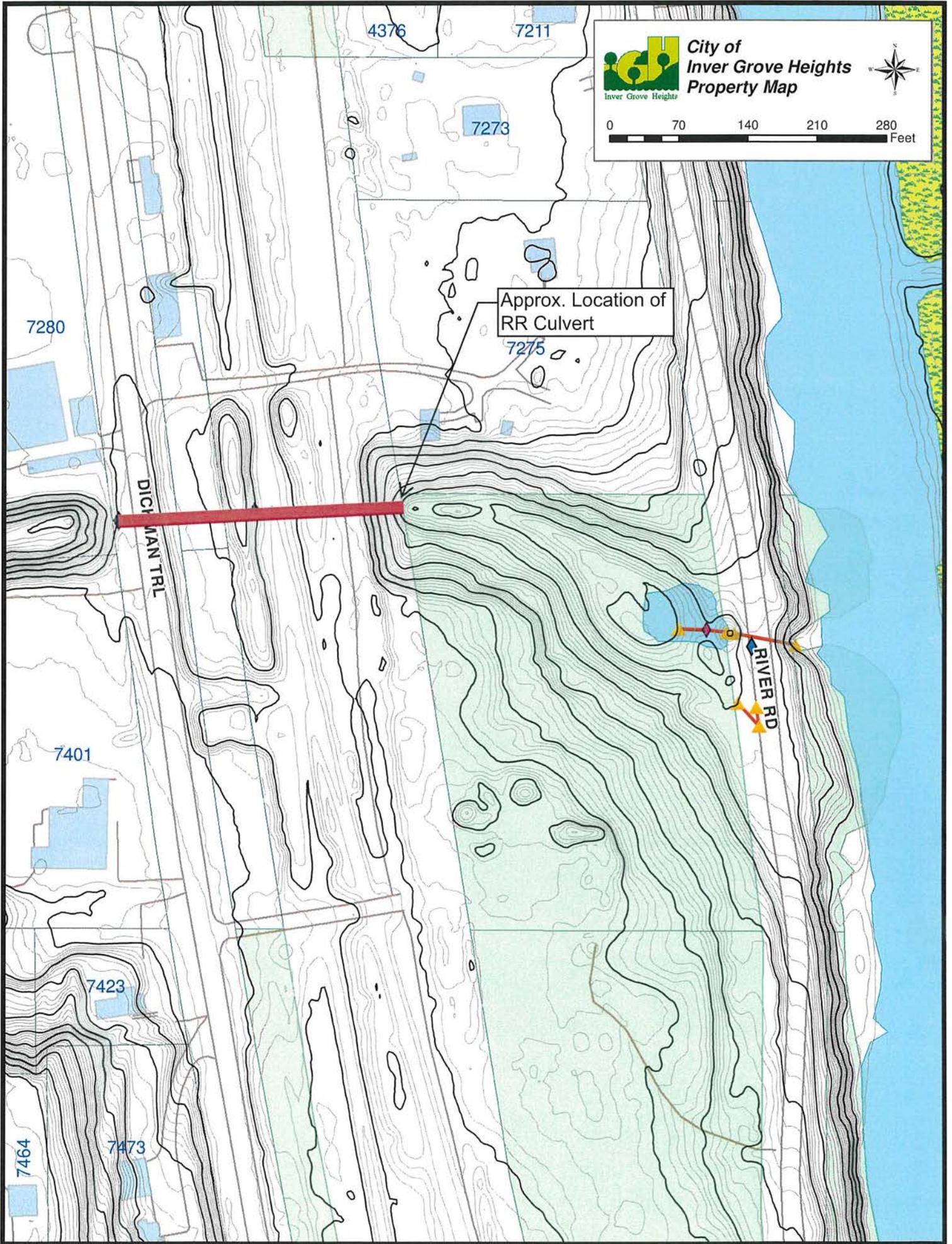
7280

7401

7423

7464

7473



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal from Bolton & Menk, Inc. for a Comprehensive Sanitary Sewer Study – Robert District/B-Line District Alternate (City Project No. 2015-20)

Meeting Date: October 14, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

Fiscal/FTE Impact:	
<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: Fund 512 – NWA Sanitary Sewer Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal from Bolton & Menk, Inc. for a Comprehensive Sanitary Sewer Study – Robert District/B-Line District Alternate.

SUMMARY

The City adopted a Comprehensive Sanitary Sewer Plan (CSSP) for the Northwest Area (NWA) Robert District and Argenta District in 2015. This CSSP was an update of an earlier CSSP prepared in 2006. A copy of the current CSSP is attached. This plan was prepared to send waste water from the Robert District southerly to the vicinity of 70th Street and T.H. 3.

The City updated this Robert Street CSSP with City Project No. 2015-20. This update was done to assist with planning for the Hannah Meadows Development preliminary plat approval. It contains trunk sanitary sewers in the 40 to 60 foot depths.

Subsequently, the City has received development concepts on the Kladek site and negotiated easements for City Project No. 2015-12 – Trunk Watermain Loop through the Loch Gregor Development concept. The City has also seen concepts for the development of the Murphy site near 65th Street and T.H. 3. These developments are prompting the need to further refine sewer options in the Robert District. The City is also preparing to update its Comprehensive Plan for 2040 in the coming year.

The City is exploring two alternatives to serve the Robert District north of 70th Street. The first alternative is to follow the current 2015 CSSP. The second alternative would modify the trunk sewer alignments, install a trunk lift station on the Loch Gregor concept development and pump waste water into the City’s B-Line Trunk Sewer east of Babcock and 63rd Street. This option was reviewed in the mid-2000s when the Loch Gregor Development concept was conceived. This alternate is anticipated to reduce the sanitary sewer depths through the Hannah Meadows preliminary PUD and potentially provide savings to the City’s NWA Sanitary Sewer Fund.

The proposal submitted by Bolton & Menk to study these CSSP alternatives is attached. Major components of this proposal include:

- Redefining trunk sewer service areas and related sewer capacity
- Outlining potential project costs for the CSSP – Robert District alternatives
- Confirm that the B-Line Trunk Sewer has sufficient capacity to accept discharges from the Loch Gregor Lift Station (includes flow monitoring on the B-Line to calibrate the model)
- Determine potential trunk sewer depth and the possible alignments of the sewers
- Coordination of the trunk sewer and watermain systems
- Develop sewer flow data and mapping of service areas

The total cost for this comprehensive sanitary sewer modeling and report is \$24,300. The funding for the services will come from the Fund 512 – NWA Sanitary Sewer.

Staff selected Bolton & Menk, Inc. from our engineering consultant pool because of their knowledge and experience of the NWA utility systems. I have reviewed the proposal and recommend approval of the resolution which authorizes the City to enter into an agreement in the amount of \$24,300 for a hydrologic modeling and feasibility study for the NWA Robert District Trunk Sewer Area/B-Line District Alternate.

TJK/kf

Attachments: Resolution
Proposal dated November 8, 2016
2015 CSSP – Alternate 1
2016 CSSP – Alternate 2
Map of potential development concepts

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION APPROVING PROPOSAL FROM BOLTON & MENK, INC. FOR A
COMPREHENSIVE SANITARY SEWER STUDY – ROBERT DISTRICT/B-LINE DISTRICT
ALTERNATE (CITY PROJECT NO. 2015-20)**

RESOLUTION NO. _____

WHEREAS, Bolton and Menk, Inc. have submitted a proposal for hydrologic modeling and feasibility study for a Comprehensive Sanitary Sewer Study – Robert District/B-Line District Alternate to update City Project No. 2015-20; and

WHEREAS, the Windwood and Hannah Meadows developments have submitted preliminary planned unit development applications which require regional sanitary sewer system modeling; and

WHEREAS, the City has seen concepts for developments of Loch Gregor and the Kaldek site; and

WHEREAS, Bolton & Menk, Inc. is in the City's Municipal Engineering Consultant Pool and familiar with the existing computer model for the NWA trunk sanitary sewers; and

WHEREAS, Bolton & Menk, Inc. has previously assisted the City of Inver Grove Heights with trunk utility planning in the NWA.

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

1. The proposal dated November 8, 2016 from Bolton & Menk, Inc. for the hydrologic modeling and feasibility study for the NWA Robert District Trunk Sewer Area/B-Line District Alternate in the amount of \$24,300 is hereby approved.
2. Staff is authorized to enter in this proposal agreement with Bolton & Menk, Inc
3. Funding for the work will be provided from Fund 512 – Northwest Area Sanitary Sewer Fund.

Adopted by the City Council of Inver Grove Heights this 14th day of October 2016.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337
Phone (952) 890-0509 • Fax (952) 890-8065
www.bolton-menk.com

November 8, 2016

Mr. Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for Professional Engineering Services
Comprehensive Sanitary Sewer Study – Robert District/B-Line District Alternate
City of Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Thank you for the opportunity to submit this proposal to complete a comprehensive sanitary sewer study within the Robert Sewer District associated with existing and future development in the City of Inver Grove Heights. This proposal is based on our discussions.

As you are aware, Bolton & Menk has been assisting the City since 2006 with the development of the City's Northwest Area infrastructure. Our work has included reviews of past study reports, the completion of additional studies and reports, the design and construction of the first \$12M of trunk utility improvements in the area, on-going final design of the Argenta Trunk Utilities through the Blackstone developments, and the recent completion of the Hannah Meadows Sewer Study and Robert District Gravity Sewer Study. We believe our collective experience and knowledge of the NW Area makes us especially qualified to assist in a comprehensive study of the utilities, both existing and future, required to support continued development of the area, and we are pleased to complete this next study for you and the City. The following details our project understanding, approach, and associated fees.

PROJECT UNDERSTANDING

According to our discussions, the City of Inver Grove Heights desires to evaluate the Robert District to include an alternative to send a large portion of the land north of the future 65th Street alignment to the B-Line Sewer District. The Robert District is comprised of land bound on the west by a ridge line west of T.H. 3 (Robert Tail), on the east by a C.R. 73 (Babcock Trail), on the north by Interstate 494 and on the south by a ridge line south of T.H. 55 (Courthouse Boulevard). A previous study was completed for the Loch Gregor development that that included some similar analysis. However, the analysis did not identify as large of an area, nor were detailed flow calculations included within that report.

The study and report will be an alternate to the previously completed Robert District Study and will primarily focus on the sanitary sewer flows generated by this "alternate area" and discharging it to the B-Line District. This evaluation will include review of the existing trunk utilities already constructed within the southern portion along with identifying options for extension of these trunk utilities to serve the remaining undeveloped areas within the district. Bolton & Menk completed (updated) sanitary sewer flow models for this area as a part of the original NW Area Feasibility Study and design of the initial trunk

N:\Proposals\Inver Grove Heights\B-Line Robert District\B-Line Robert District Study.docx

DESIGNING FOR A BETTER TOMORROW
Bolton & Menk is an equal opportunity employer



utilities constructed in 2008. We will also need to create a new flow model for this “alternate” portion of the Robert District to see what kind of flows will be added to the B-Line District. We will also need to do a model of all of the existing pipes within the current B-Line area as it appears the existing modeling data that was previously done is not available or was not done to the level of detail that will be required with this level of potential flow impact. In addition, we will be installing flow meters in two different manhole structures within the B-Line area to verify the existing flow going through the system and to help calibrate and compare to the model that is created. Each manhole structure will be monitored for two weeks to determine an average daily flow. Peaking factors will then be applied to determine maximum daily flow conditions.

In accordance with the City’s requirements and our expressed understanding of the project details, Bolton & Menk proposes the following project approach to successfully complete the Robert District/B-Line Alternate Study.

PROJECT APPROACH

Bolton & Menk will evaluate trunk sanitary sewer extensions through the entire Robert District, with emphasis on preparation of an all-encompassing report to document previously completed sanitary sewer improvements and future extensions in order to best serve every sewer shed within the district. These extensions will be coordinated with the trunk sanitary sewer extensions Bolton & Menk designed for the Northwest Area, as well as with the original alignments presented in the original *Robert District Study*. Our evaluation will assess and document in full the district’s sanitary sewer systems as an alternate that would include directing some of the flow from the Robert District into the B-Line District. A cost estimate of the trunk utilities that have not been constructed will also be included within the report.

With our understanding of the previous studies and reports completed within the Robert District, along with our knowledge of the area’s previously completed sanitary sewer and watermain improvements, we have identified the following key components to will be included as part of the comprehensive sanitary sewer study:

- Coordination with suggested alignments in the *Northwest Expansion Area* feasibility report.
- Coordination and confirmation of updated sanitary sewer flow data with Bolton & Menk’s updated sewer flow information previously completed within the Northwest Area.
- Coordination with Bolton & Menk’s final design and engineering of the trunk watermain as a part of the 2006 Northwest Area Trunk Utility Improvements sanitary sewer and watermain extensions to 70th Street to ensure consistent application of design standards, specifications, materials, and regulatory requirements.
- Coordination and confirmation of proposed alignments and sanitary sewer flow data provided in the Northwest Area Trunk Utilities – Hannah Meadows Feasibility Report for areas north of 70th Street and Robert District Study
- Development of comprehensive sanitary sewer flow data and mapping for the entire Robert District, including a portion being directed to the B-Line District.
- Confirmation that the B-Line sewer has capacity to accommodate flows generated from this “alternate” area if the Robert District.

Bolton & Menk will complete the comprehensive sanitary sewer study utilizing existing available information relative to the Robert District and the Northwest Area. This information is expected to include, but is not limited to, existing and proposed developments, previous study reports, plat information, aerial photography and pictometry, and digital contour information. We will also be completing the installation



Mr. Tom Kaldunski, P.E.
November 8, 2016
Page 3

of flow meters and gathering the data for a 2-week period. No other field work such as supplemental field topography, or tree inventories are proposed at this time.

PROJECT SCHEDULE

Bolton & Menk has staff available to get started upon execution of this contract. Flow monitoring will take approximately 2-weeks to complete. We anticipate the report to take approximately 2 weeks to be completed upon gathering of the flow monitoring data. At that point the full report will be submitted to the City for review.

PROPOSED FEES

In accordance with the City of Inver Grove Heights' project requirements, Bolton & Menk proposes to complete the scope of work as described above for a not-to-exceed hourly fee of \$24,300

Please be assured that we are committed to completing this study within the proposed schedule and cost and in accordance with all of your requirements and expectations.

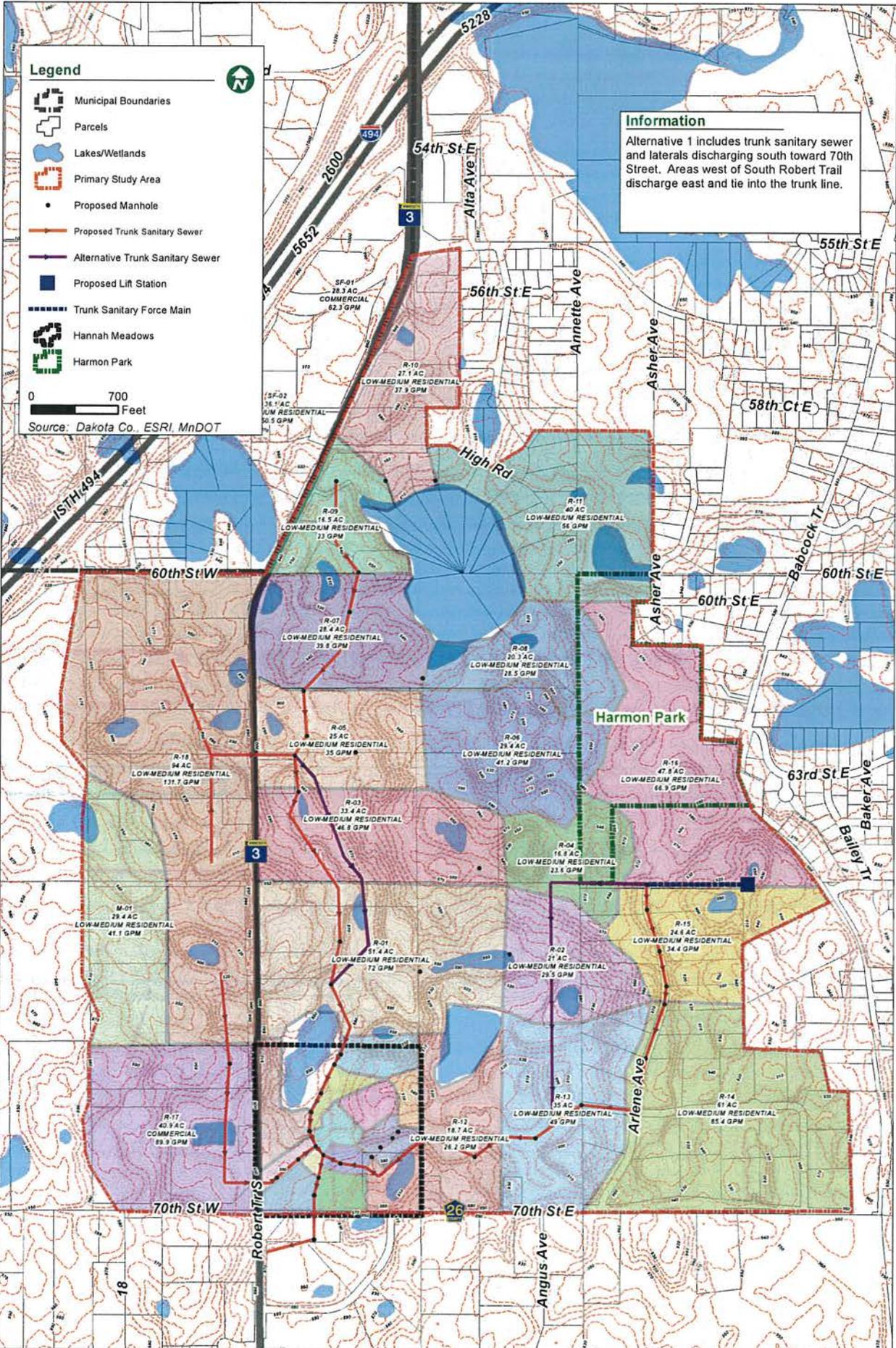
Thank you, again, for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Inver Grove Heights and the Northwest Area. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

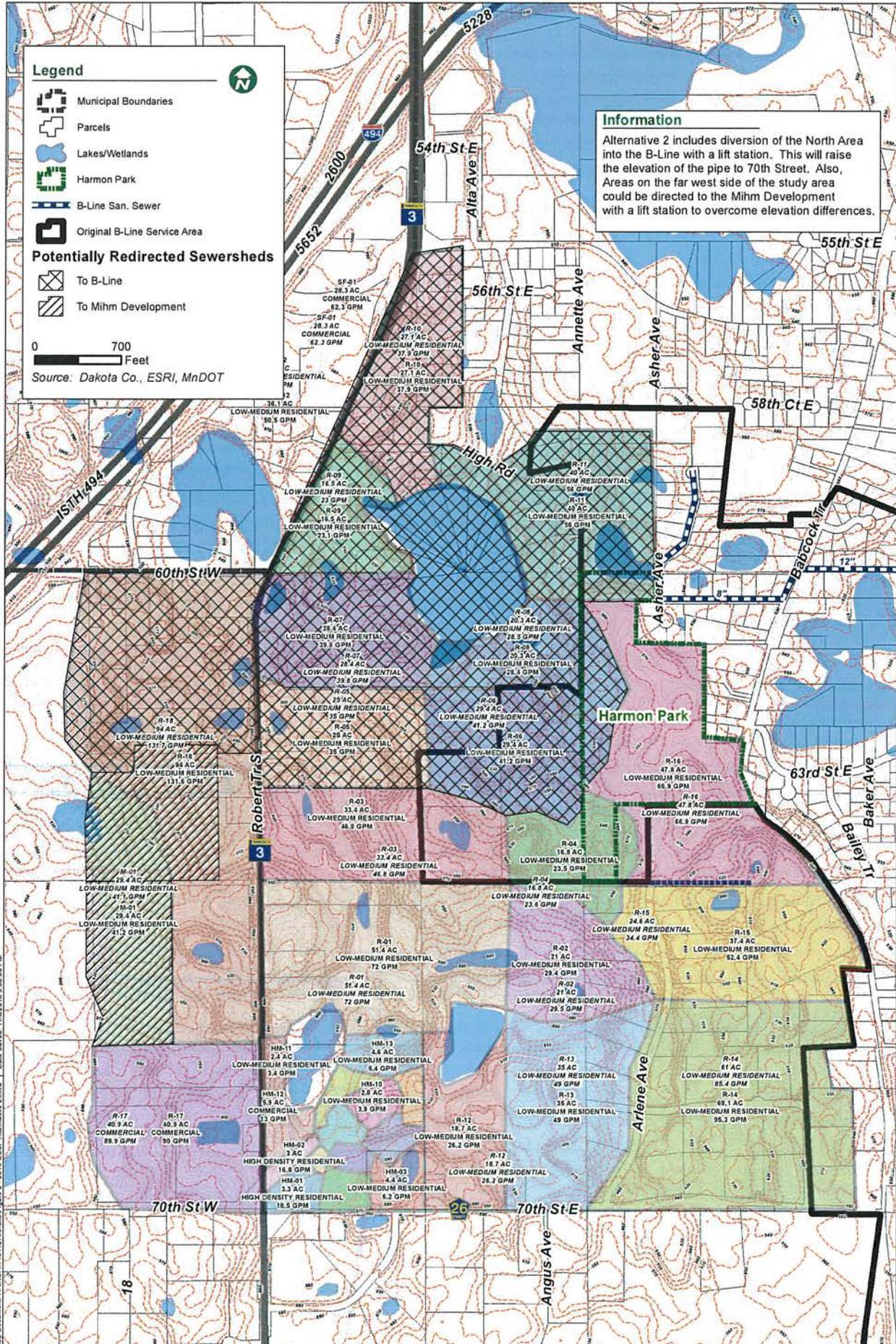
Sincerely,

BOLTON & MENK, INC.

A handwritten signature in black ink, appearing to read "Brian Hilgardner". The signature is fluid and cursive, written in a professional style.

Brian Hilgardner, P.E.
Principal Engineer





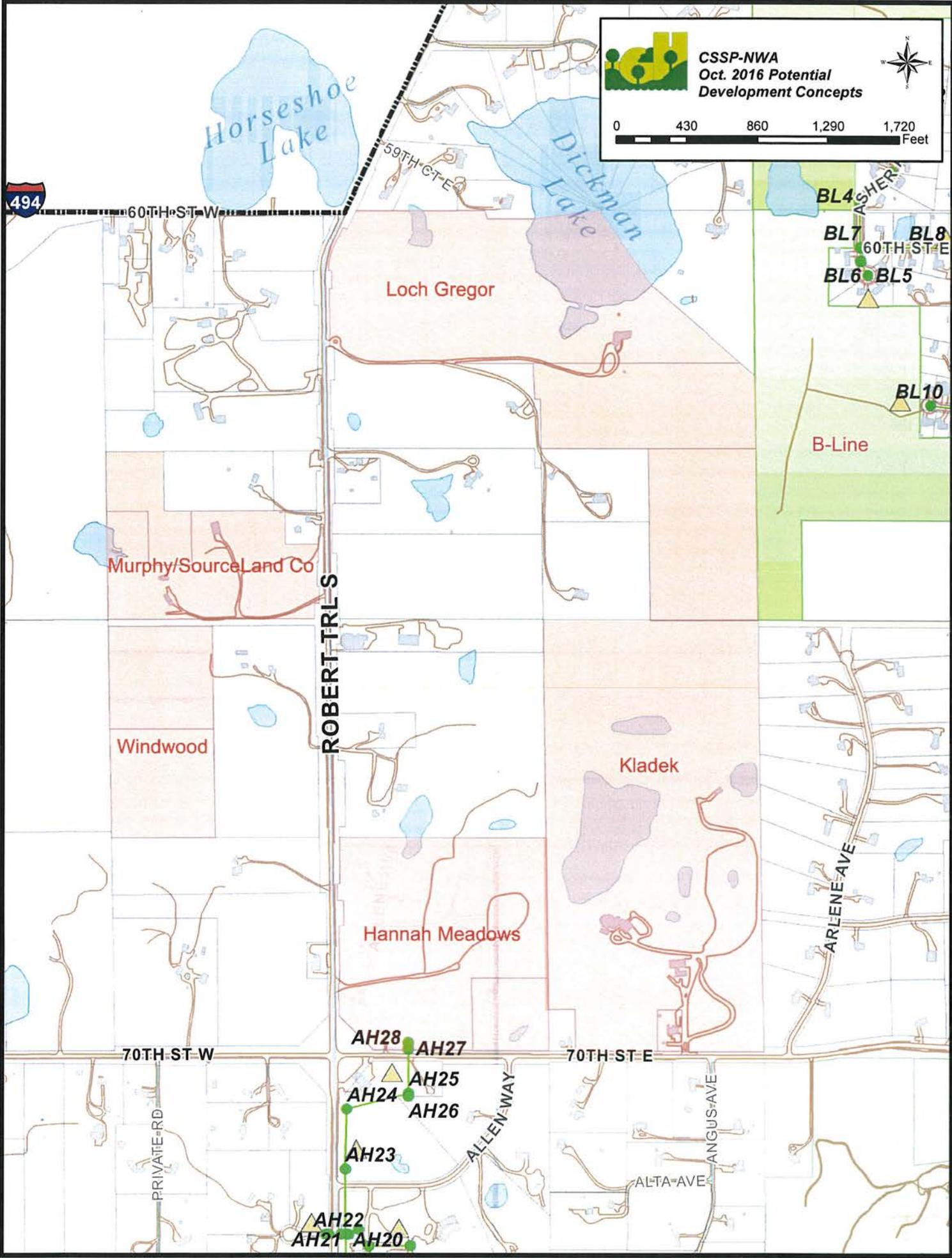
Map Document: H:\BOLTON\111233\05\Map 2 - 2015 CSSP Alternative 2.mxd | Date Saved: 11/8/2016 9:08:00 PM



CSSP-NWA
Oct. 2016 Potential
Development Concepts



0 430 860 1,290 1,720
Feet



Loch Gregor

Murphy/SourceLand Co

Windwood

Hannah Meadows

Kladek

B-Line

BL4

BL7

BL6

BL10

BL8

BL5

Horseshoe Lake

Dickman Lake

494

60TH ST W

59TH CT E

ASHER

60TH ST E

ROBERT TRLS

70TH ST W

AH28

AH27

70TH ST E

AH24

AH25

AH26

AH23

ALLEN WAY

ANGUS AVE

PRIVATE RD

ALTA AVE

AH22

AH21

AH20

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Encroachment Agreement for 1563 86th Court (Lot 6, Block 1, Orchard Trail)

Meeting Date: November 14, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer *TJK*
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

<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

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Encroachment Agreement for 1563 86th Court (Lot 6, Block 1, Orchard Trail).

SUMMARY

The owners of 1563 86th Court are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Michael L. & Jennifer M. Purdy, have provided the required grading and erosion control plans. They have also signed the Custom Grading Agreement (attached). An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and has provided a \$10,000 LOC or cash surety prior to permit issuance.

The owners have also agreed to execute a SWFMA for an infiltration basin to be constructed on the lot. In addition, they will be providing an Encroachment Agreement for the placement of their septic field.

It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Encroachment Agreement for 1563 86th Court (Lot 6, Block 1, Orchard Trail).

TJK/mw

Attachments: Custom Grading Agreement
 Storm Water Facilities Maintenance Agreement
 Encroachment Agreement

CUSTOM GRADING AGREEMENT
FOR
LOT 6, BLOCK 1, ORCHARD TRAIL,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
LOT 6, BLOCK 1, ORCHARD TRAIL,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 14th day of November, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities, storm water management improvements and associated landscaping;

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means Michael L. Purdy and Jennifer M. Purdy, f/k/a Jennifer M. Hebzynski, husband and wife, and their successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

- D. **FEE TITLE.** The Owner owns fee title to the Property.
- E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

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

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

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

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

If to Owner: Michael L. Purdy and Jennifer M. Purdy
 1312 Kasson Drive
 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.

1.19 **PROPERTY.** Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

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

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

ARTICLE 3 **IMPROVEMENTS**

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

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

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

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

3.5 **STREET MAINTENANCE, ACCESS AND REPAIR.** The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the

Property resulting from the grading or building on the land within the Property by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

3.7 PAVING OF DRIVEWAY. The Owner must pave the driveway per City requirements.

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

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

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

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County

coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

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

5.4 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty

(30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without

giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10 **ESCROW DEPOSIT**

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2019. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2019, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2019.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

10.3 ENGINEERING ESCROW AMOUNT. In addition to the Escrow Amount, the

Owner shall also deposit \$1,500.00 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

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

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500.00 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11 **MISCELLANEOUS**

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

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

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

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

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City.

This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

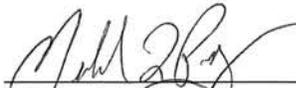
(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

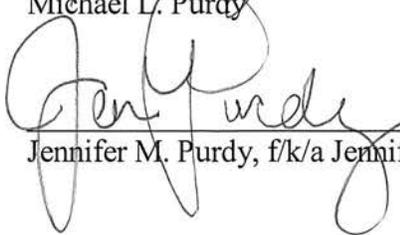
On this 14th day of November, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:



 Michael L. Purdy



 Jennifer M. Purdy, f/k/a Jennifer M. Hebzynski

STATE OF MINNESOTA)
)
 COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 17th day of November, 2016, by Michael L. Purdy and Jennifer M. Purdy, f/k/a Jennifer M. Hebzynski, 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 DRAFTED BY:
 Timothy J. Kuntz
 LeVander, Gillen, & Miller, P.A.
 633 South Concord Street, Suite 400
 South St. Paul, MN 55075
 (651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

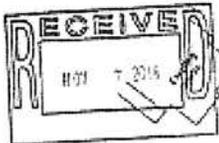
Real property in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described as follows:

Lot 6, Block 1, Orchard Trail, Dakota County, Minnesota.

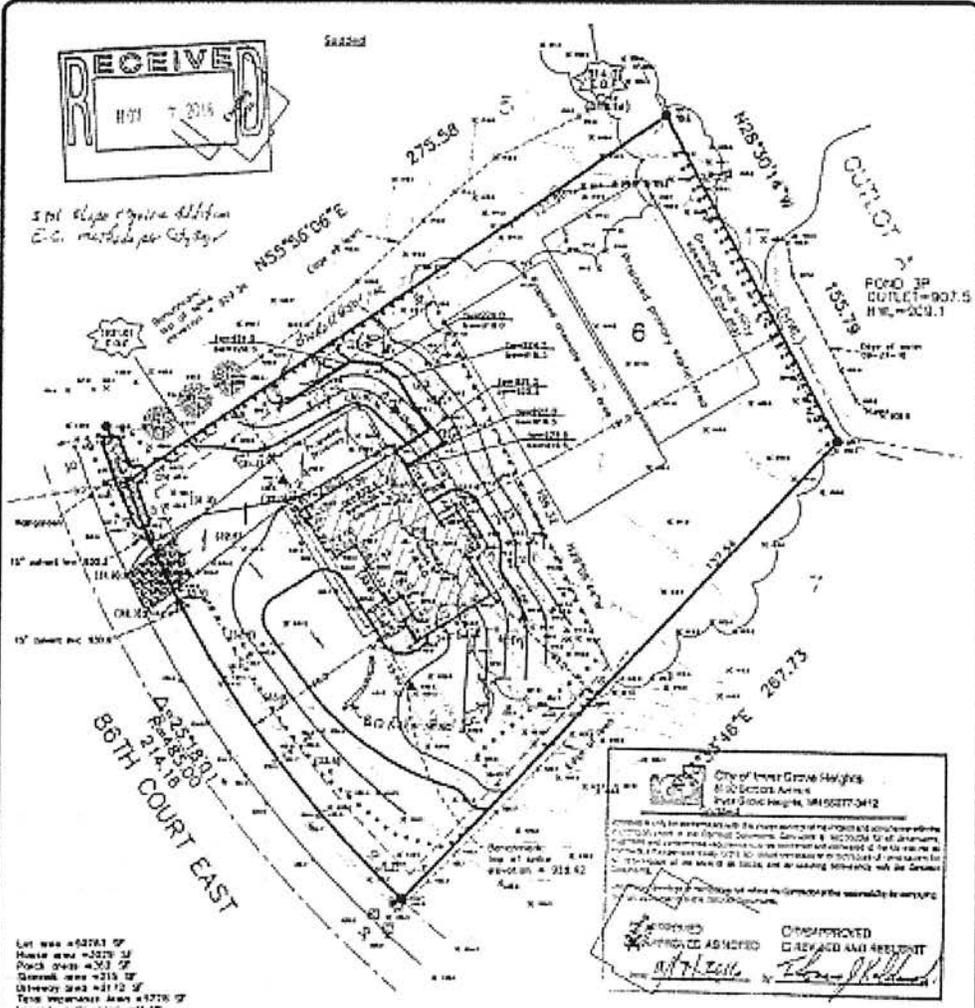
APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	9-21-16 (last revised 11-7-16)	Pioneer Engineering

The Development Plans were approved by the City Engineer on November 7, 2016.

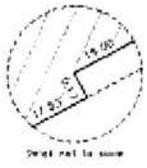


1st Elevate Builders Addition
E.C. Matthews per City



Lot area = 62761 SF
House area = 2079 SF
Porch area = 203 SF
Garage area = 215 SF
Utility area = 4172 SF
Total impervious area = 4726 SF
Impervious Coverage = 11.4%

State standard	Observed	Allowed
Level (Per Ordinance 2008)	(1025.5)	✓
Top of Foundation (Per 17.1.1)	(1025.5)	✓
Top of Foundation (Per 1911)	(1022.0)	✓
Upper Garage Sill (Per 1911)	(1035.0)	✓
Upper Level Floor (Per 1911)	(1020.0)	✓



- Existing site plan
- Existing structure
- Existing foundation
- Existing driveway
- Existing basement
- Existing parking structure
- Existing proposed structure
- Existing garage floor structure
- Existing site
- Existing proposed structure with driveway and deck
- Existing proposed structure with driveway
- Existing proposed structure with driveway

NET 765 (FILL) (REPLACE)



- Construction Notes:**
1. Match face construction entrance
 2. Install all items as noted for exterior work
 3. Schedule 40x40 steel deck 1/2\"/>
 4. Contractor must verify existing layout
 5. Contractor must verify existing structure prior to construction
 6. Add or remove foundation steps as required

- General Notes:**
1. Working plan by Pioneer Engineering Inc dated 11/14/12 was used to determine proposed structure shown herein
 2. This survey does not purport to show improvements or encroachments except as shown, or indicated by me or under my direct supervision
 3. Proposed building dimensions shown are for horizontal location of structures on the lot only. Contact builder prior to construction or approved construction permit
 4. No specific soil investigation has been performed on this lot by the engineer. The suitability of soils to support the specific house prepared is not the responsibility of the engineer
 5. This certificate does not purport to show alterations other than those shown on the recorded plan
 6. Readings shown are based on an assumed datum

We hereby certify to Elevate Builders LLC that this survey plan or report was prepared by me or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota since 08/27/14.

Signed: Neil L. Pridmore, Professional Land Surveyor
Minnesota License No. 42208 email: neil@pridmoreland.com

Scale: 1" = 40'

Revisions: See All Attached

Project: 16-014-001
16-014-001-001
11/17/16 Engineering Services

PIONEER Engineering, P.A.
1123 Raymond Drive
Minnetonka, MN 55345
Phone: 952.891.1944
Fax: 952.891.4444
www.pioneereng.com

Lot 5, Block 1,
ORCHARD TRAIL
according to the recorded plat thereof
Dakota County, Minnesota
Address: 66th Court East, Inver Grove Heights, Minnesota
House Model: Cleveland
Owner: P&J

Certificate of Survey for:
Elevate Builders LLC
8014th St
Inver Lake, MN 55020
Phone: 651.346.7007

APPENDIX 2
IMPROVEMENTS

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

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

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 6, BLOCK 1, ORCHARD TRAIL
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 14th day of November, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Michael L. Purdy and Jennifer M. Purdy, f/k/a Jennifer M. Hebzynski, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Michael L. Purdy and Jennifer M. Purdy, f/k/a Jennifer M. Hebzynski, husband and wife, and their successors and assigns.

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

Any raingardens and related appurtenances lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Certificate of Survey prepared by Pioneer Engineering, PA dated September 21, 2016 with final revision on November 7, 2016 and approved by the City Engineer on November 7, 2016. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

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

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

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Custom Grading Agreement between the City and the Landowner for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Prior to December 31, 2017 accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the 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 storm water facilities. The City has prepared an Operations & Maintenance Plan attached hereto as **Exhibit B**. The Operations & Maintenance Plan has been approved by the City and shows how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as prepared by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the

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

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

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

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

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

exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

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

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. Pursuant to the Custom Grading Agreement between the parties of even date herewith, the Landowner will deposit \$1,500.00 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of the Custom Grading Agreement.

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

Upon satisfactory completion of the Storm Water Facilities and the Improvements listed in the Custom Grading Agreement, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Custom Grading Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

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

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

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

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

6.5 **Consent.** Landowner consents to the recording of this Agreement.

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

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

If to Landowner: Michael L. Purdy and Jennifer M. Purdy
1563 – 86th Court East
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

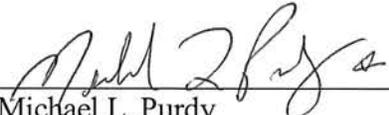
(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

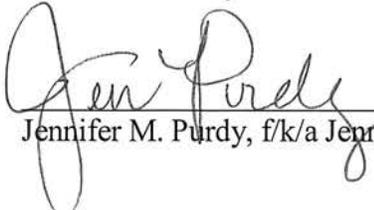
On this 14th day of November, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, 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:



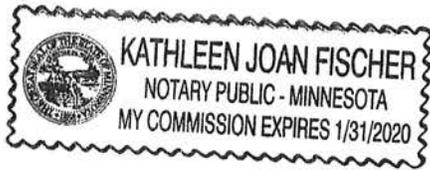
Michael L. Purdy



Jennifer M. Purdy, f/k/a Jennifer M. Hebzynski

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 17th day of November, 2016, by Michael L. Purdy and Jennifer M. Purdy, f/k/a Jennifer M. Hebzynski, 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 DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 6, Block 1, Orchard Trail, Dakota County, Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

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

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	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	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
 *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 6, BLOCK 1, ORCHARD TRAIL
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 6, BLOCK 1, ORCHARD TRAIL (Agreement) is made this 14th day of November, 2016, by and between the City of Inver Grove Heights (hereafter referred to as “City”); a Minnesota municipal corporation, and Michael L. Purdy and Jennifer M. Purdy, f/k/a Jennifer M. Hebzynski, husband and wife (hereafter 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 **Subject Land.** “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 6, Block 1, Orchard Trail, Dakota County, Minnesota

1.4 **City Easement.** “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easement located along the northeasterly side of the Subject Land dedicated on the recorded plat of Orchard Trail, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Michael L. Purdy and Jennifer M. Purdy, f/k/a Jennifer M. Hebzynski, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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

IF TO CITY: City of City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER: Michael L. Purdy and Jennifer M. Purdy
1563 – 86th Court East
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.

1.7 Landowner Improvements. “Landowner Improvements” means the septic system including the drain field and the raingarden to be constructed on the Subject Land in the City Easement as shown on Exhibit A.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 Construction Plan. “Construction Plan” means the sketch attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. “City Utility 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 and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility 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 Easement area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

1.11 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

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 for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the City Easement if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements 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 Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNERS, FOR THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to construct the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, walls, irrigation systems or buildings within the City Easement except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks.

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 Easement. 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 Easement.

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. 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 Easement area.

3.6 Landowner To Bear Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the

Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

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

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

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

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the 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.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

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

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

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

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

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

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

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

3.19 Headings. The subject headings of the sections in 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 the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

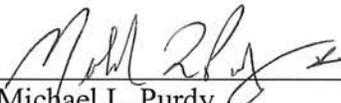
(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

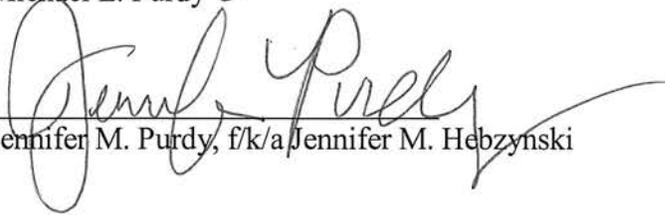
On this 14th day of November, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, 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



Michael L. Purdy



Jennifer M. Purdy, f/k/a Jennifer M. Hebzynski

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 7th day of November, 2016, by Michael L. Purdy and Jennifer M. Purdy, f/k/a Jennifer M. Hebzynski, 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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Drainage, Utility, and Storm Water Ponding Easement for 9909 Baxter Trail (Lot 5, Block 2, Marcott Woods 2nd Addition)

Meeting Date: November 14, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

SST

<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

Fiscal/FTE Impact:

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Drainage, Utility, and Storm Water Ponding Easement for 9909 Baxter Trail (Lot 5, Block 2, Marcott Woods 2nd Addition).

SUMMARY

The owners of 9909 Baxter Trail are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Justin and Ashley Stewart, have provided the required grading and erosion control plans. They have also signed the Custom Grading Agreement (attached). An engineering escrow of \$4,000 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and has provided a \$10,000 LOC or cash surety prior to permit issuance.

The owners have also agreed to execute a Storm Water Facilities Maintenance Agreement for improvements to be constructed on the lot. In addition, they will be providing a Drainage, Utility, and Storm Water Ponding Easement on the lot.

It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Drainage, Utility, and Storm Water Ponding Easement for 9909 Baxter Trail (Lot 5, Block 2, Marcott Woods 2nd Addition).

TJK/mw

Attachments: Custom Grading Agreement
 Storm Water Facilities Maintenance Agreement
 Permanent Drainage and Utility Easement

CUSTOM GRADING AGREEMENT
FOR
LOT 5, BLOCK 2, MARCOTT WOODS 2ND ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
LOT 5, BLOCK 2, MARCOTT WOODS 2ND ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 14th day of November, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities, storm water management improvements and associated landscaping;

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means Justin Stewart and Ashely Stewart, husband and wife, and their successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

- D. **FEE TITLE.** The Owner owns fee title to the Property.
- E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

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

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

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

If to CITY:	City of Inver Grove Heights Attention: City Administrator Inver Grove Heights City Hall 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to Owner:	Justin Stewart and Ashley Stewart 9909 Baxter Trail Inver Grove Heights, MN 55016

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

1.19 PROPERTY. Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

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

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

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

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the

Property resulting from the grading or building on the land within the Property by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

3.7 PAVING OF DRIVEWAY. The Owner must pave the driveway per City requirements.

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

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

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

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County

coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

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

5.4 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty

(30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without

giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10 **ESCROW DEPOSIT**

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2019. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2019, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2019.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

10.3 ENGINEERING ESCROW AMOUNT. In addition to the Escrow Amount, the

Owner shall also deposit \$1,500.00 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

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

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500.00 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11 **MISCELLANEOUS**

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

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

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

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

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City.

This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

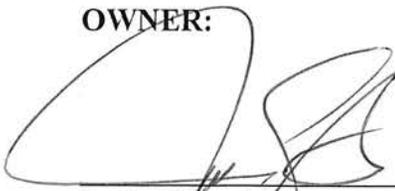
(CITY SEAL)

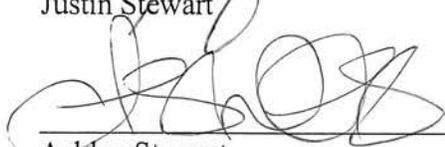
STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of November, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:


Justin Stewart


Ashley Stewart

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 9th day of November, 2016, by Justin Stewart and Ashley Stewart, 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 DRAFTED BY:
Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 5, Block 2, Marcott Woods 2nd Addition, Dakota County, Minnesota.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	11-4-16	Sathre-Bergquist, Inc.
Stormwater (1 of 2)	10-20-16	Sathre-Bergquist, Inc.
SWPPP (2 of 2)	10-20-16	Sathre-Bergquist, Inc.

The Development Plans were approved by the City Engineer on November 4, 2016.

APPENDIX 2
IMPROVEMENTS

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

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

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 5, BLOCK 2, MARCOTT WOODS 2ND ADDITION
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 14th day of November, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Justin Stewart and Ashley Stewart, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** “Landowner” means Justin Stewart and Ashley Stewart, husband and wife, and their successors and assigns.

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

Any existing and future retention basins, infiltration basins, stormwater ponds, drainage areas, drainage swales, culverts and related stormwater appurtenances lying within the Landowner Property.

1.5 **Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain Stormwater Plan (1 of 2) dated October 20, 2016 and that certain SWPPP (2 of 2) dated October 20, 2016 prepared by Sathre-Bergquist, Inc., approved by the City Engineer on November 4, 2016. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

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

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

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Custom Grading Agreement between the City and the Landowner for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to December 31, 2017, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

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

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

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

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

- i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the 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 storm water facilities. The City has prepared an Operations & Maintenance Plan attached hereto as **Exhibit B**. The Operations & Maintenance Plan has been approved by the City and shows how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as prepared by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

In January of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance

were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

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

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the

maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

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

remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. Pursuant to the Custom Grading Agreement between the parties of even date herewith, the Landowner will deposit \$4,000.00 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of the Custom Grading Agreement.

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

Upon satisfactory completion of the Storm Water Facilities and the Improvements listed in the Custom Grading Agreement, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Custom Grading Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

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

6.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this

Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

If to Landowner: Justin Stewart and Ashley Stewart
9909 Baxter 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 14th day of November, 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

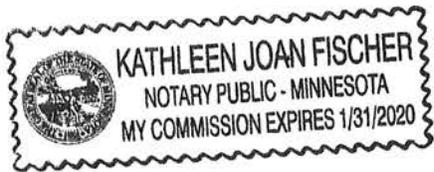
LANDOWNER:


Justin Stewart


Ashley Stewart

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 8th day of November, 2016, by Justin Stewart and Ashley Stewart, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.




Kathleen J. Fischer
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 5, Block 2, Marcott Woods 2nd Addition, Dakota County, Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

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

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

EXHIBIT C
ANNUAL INSPECTION FORM

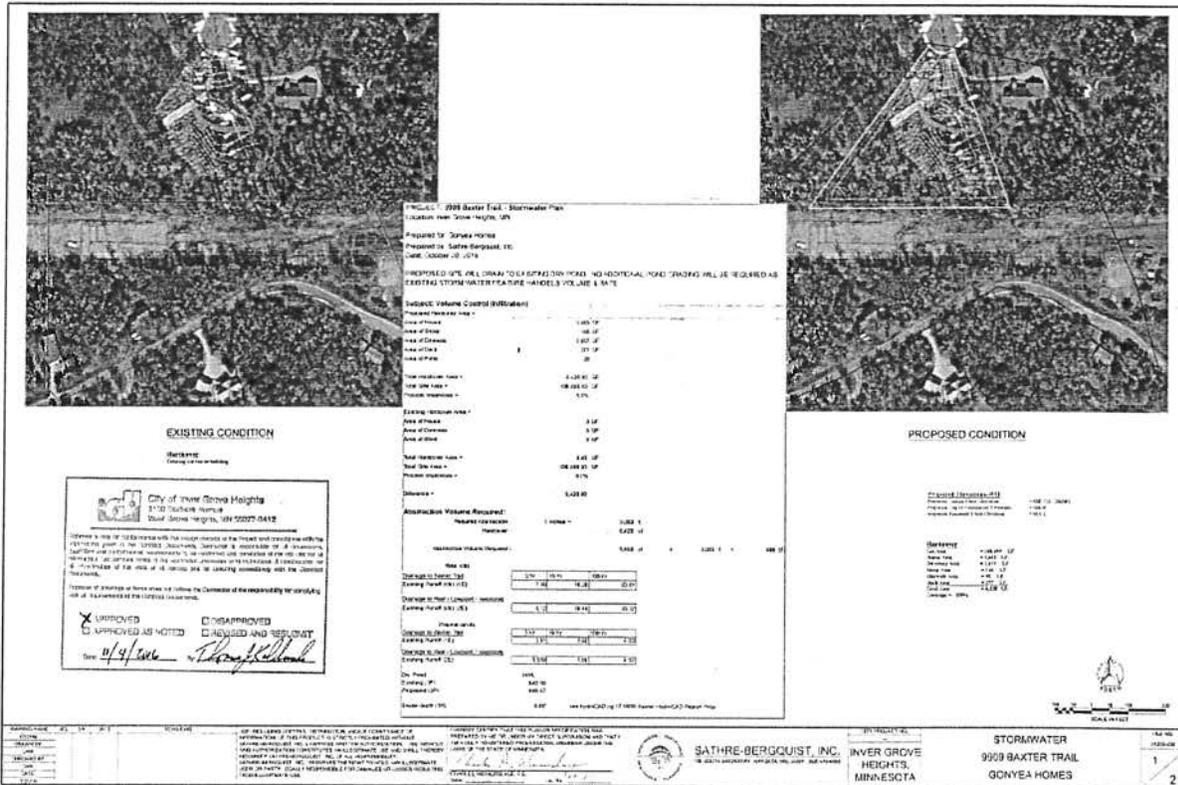
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

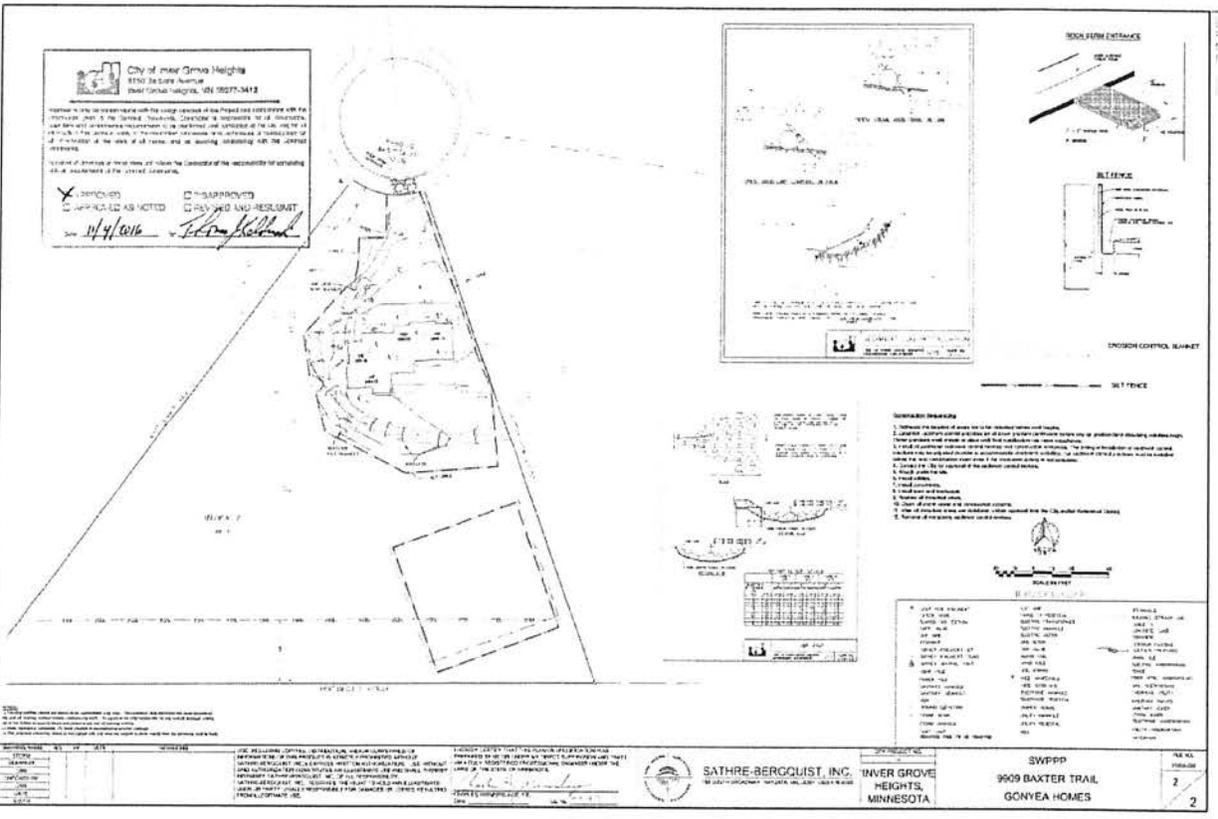
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	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	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
 *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT D STORM WATER FACILITY PLAN





PERMANENT UTILITY, DRAINAGE AND STORMWATER PONDING EASEMENT

THIS PERMANENT UTILITY, DRAINAGE AND STORMWATER PONDING EASEMENT (Easement) is made, granted and conveyed this 14th day of November, 2016, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Justin Stewart and Ashley Stewart, husband and wife (hereinafter referred to as Landowner).

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

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a permanent easement for utilities, drainage, sanitary sewer, water, stormwater ponding, stormwater collection, stormwater control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and stormwater ponding, drainage, collection and control facilities, under, over, across, through and upon the following described premises (the Easement Area) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference,

EXEMPT FROM STATE DEED TAX

The rights of the City include the right of the City, its contractors, agents and servants, at the sole cost of the City:

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the 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 Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the 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 Easement Area or Landowner's Property prior to the date hereof.

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

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

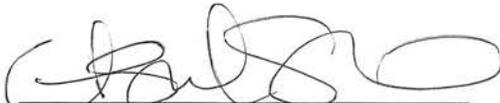
STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of November, 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:


Justin Stewart


Ashley Stewart

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 8th day of November, 2016, by Justin Stewart and Ashley Stewart, 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 DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 5, Block 2, Marcott Woods 2nd Addition, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

A drainage, utility and storm water ponding easement over, under, and across that part of Lot 5, Block 2, MARCOTT WOODS 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota. Said easement is described as commencing at the northwest corner of said Lot 5, thence on an assumed bearing South 37 degrees 20 minutes 49 seconds West along the northwest line of said Lot 5, a distance of 25.00 feet to the point of beginning; thence continuing South 37 degrees 20 minutes 49 seconds West, along said northwest line, a distance of 65.09 feet; thence South 13 degrees 25 minutes 30 seconds East, a distance of 35.93 feet; thence South 29 degrees 00 minutes 11 seconds East, a distance of 22.07 feet to a point to be hereinafter referred to as "Point A"; thence North 81 degrees 23 minutes 21 seconds East, a distance of 12.83 feet; thence North 18 degrees 26 minutes 08 seconds East, a distance of 36.27 feet; thence North 53 degrees 51 minutes 32 seconds East, a distance of 21.15 feet; thence North 06 degrees 14 minutes 16 seconds West, a distance of 10.28 feet; thence North 39 degrees 51 minutes 14 seconds West, a distance of 38.62 feet to the point of beginning.

Together with a 10.00 foot wide drainage, utility and storm water ponding easement over, under, and across said Lot 5 lying easterly and northerly of a line described as beginning at said "Point A"; thence South 11 degrees 48 minutes 38 seconds East, a distance of 27.48 feet; thence South 38 degrees 47 minutes 54 seconds East, a distance of 38.46 feet; thence South 58 degrees 42 minutes 20 seconds East, a distance of 25.74 feet; thence South 69 degrees 40 minutes 35 seconds East, a distance of 23.82 feet; thence South 82 degrees 36 minutes 25 seconds East, a distance of 39.23 feet; thence North 82 degrees 08 minutes 56 seconds East, a distance of 34.02 feet; thence North 88 degrees 15 minutes 44 seconds East, a distance of 18.11 feet to the easterly line of said Lot 5 and there terminating.

The northerly line of said 10.00 foot wide easement is to be shortened or prolonged to terminate at the boundary of the first described easement and said easterly line of Lot 5.

Proposed Easement Area: 5,585 Sq Ft

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Drainage and Utility Easements across Lot 4, Lot 5, and Lot 23, all of Block 1 of Park Point

Meeting Date: November 14, 2016
Item Type: Consent
Contact: Thomas J. Kaldunski, City Engineer
Prepared by: Steve W. Dodge, 651.450.2541
Reviewed by: Scott D. Thureen, Public Works Director



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

PURPOSE/ACTION REQUESTED

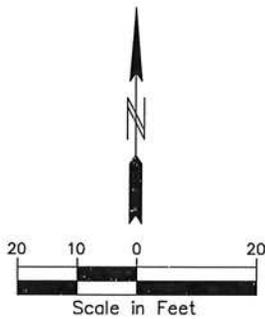
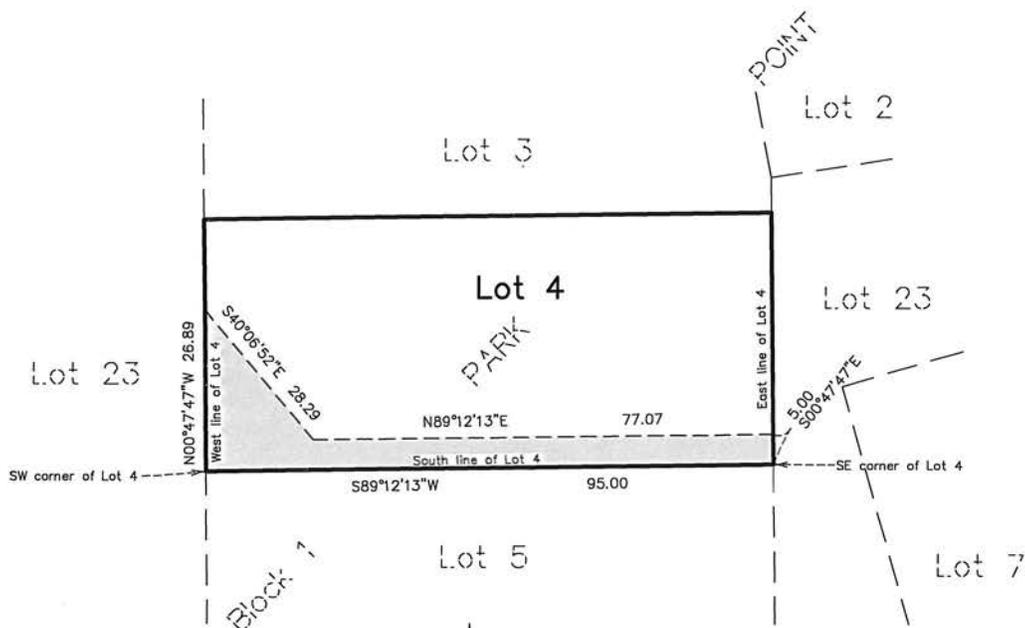
Approve Drainage and Utility Easements across Lot 4, Lot 5, and Lot 23, all of Block 1 of Park Point.

SUMMARY

As part of the approval process for the proposed new twinhome at 8662 and 8664 Collin Way, the owners of Lot 4, Lot 5, and Lot 23, all of Block 1 of Park Point have executed Drainage and Utility Easements for the conveyance of storm water through an emergency overflow route.

It is recommended that the City Council approve the Drainage and Utility Easements for Lot 4, Lot 5, and Lot 23, all of Block 1 of Park Point.

SWD/kf
Attachment: Easement Exhibits
Storm Water Facilities Maintenance Agreement



Denotes proposed easement

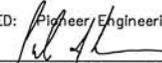
Proposed Easement:

An easement for drainage and utility purposes described as follows:

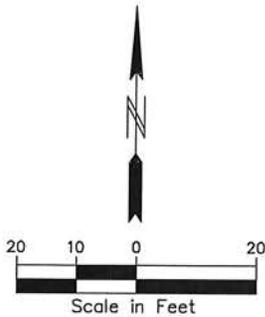
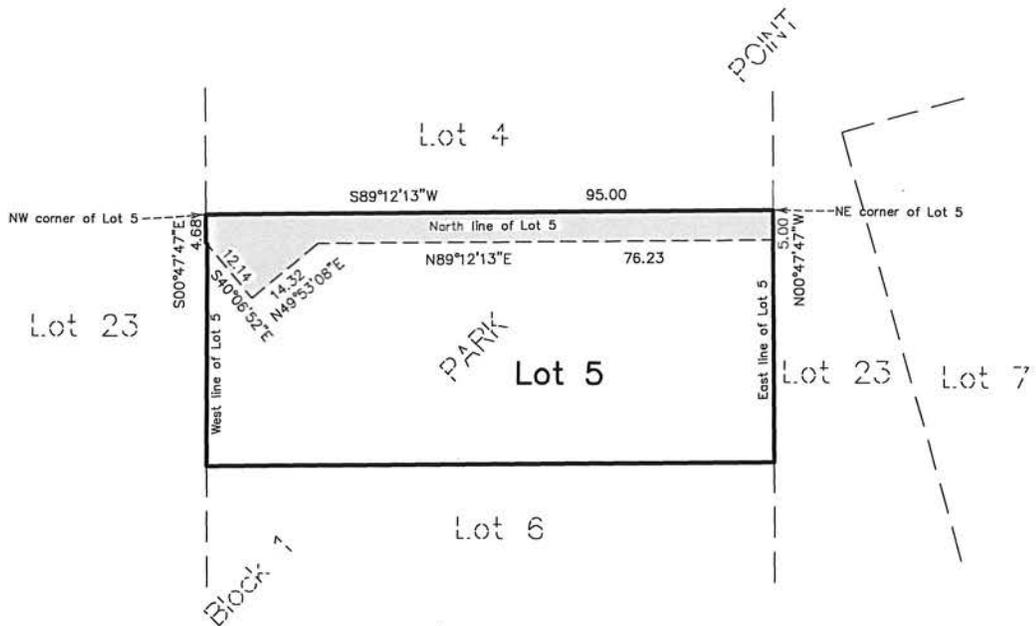
All that part of Lot 4, Block 1 PARK POINT according to the recorded plat thereof, Dakota County, Minnesota. Beginning at the southeast corner of said Lot 4 thence South 89 degrees 12 minutes 13 seconds West, assumed bearing along the south line of said Lot 4, 95.00 feet to the southwest corner of said Lot 4; thence North 00 degrees 47 minutes 47 seconds West, along the west line of said Lot 4, 26.89 feet; thence South 40 degrees 08 minutes 52 seconds East, 28.29 feet; thence North 89 degrees 12 minutes 13 seconds East, 77.07 feet to the east line of said Lot 4; thence South 00 degrees 47 minutes 47 seconds East, along said east line, 5.00 feet to the point of beginning.

We hereby certify to Richard Braun that this survey, plan or report was prepared by me, or under my direct supervision, and that I am a duly licensed land surveyor under the laws of the state of Minnesota, dated this 15th day of October, 2016.

SIGNED: Pioneer Engineering, P.A.

BY: 
 Peter J. Hawkinson, Professional Land Surveyor
 Minnesota License No. 42299
 email-phawkinson@pioneereng.com

Sheet 1 of 1	 PIONEER engineering <small>CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS</small> 2422 Enterprise Drive Mendota Heights, MN 55120 (651) 681-1914 Fax: 681-9488 www.pioneereng.com	Cad File: 116303easement.dwg Folder #: 7335 Drawn by: pjh	Description Sketch for: Richard Braun
-----------------	--	---	--



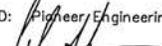
 Denotes proposed easement

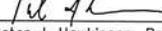
Proposed Easement:

An easement for drainage and utility purposes described as follows:

All that part of Lot 5, Block 1 PARK POINT according to the recorded plat thereof, Dakota County, Minnesota. Beginning at the northeast corner of said Lot 5 thence South 89 degrees 12 minutes 13 seconds West, assumed bearing along the north line of said Lot 5, 95.00 feet to the northwest corner of said Lot 5; thence South 00 degrees 47 minutes 47 seconds East along the west line of said Lot 5, 4.68 feet; thence South 40 degrees 06 minutes 52 seconds East, 12.14 feet; thence North 49 degrees 53 minutes 08 seconds East, 14.32 feet; thence North 89 degrees 12 minutes 13 seconds East, 76.23 feet to the east line of said Lot 5; thence North 00 degrees 47 minutes 47 seconds West, along said east line, 5.00 feet to the point of beginning.

We hereby certify to Richard Braun that this survey, plan or report was prepared by me, or under my direct supervision, and that I am a duly licensed land surveyor under the laws of the state of Minnesota, dated this 15th day of October, 2016.

SIGNED:  Pioneer Engineering, P.A.

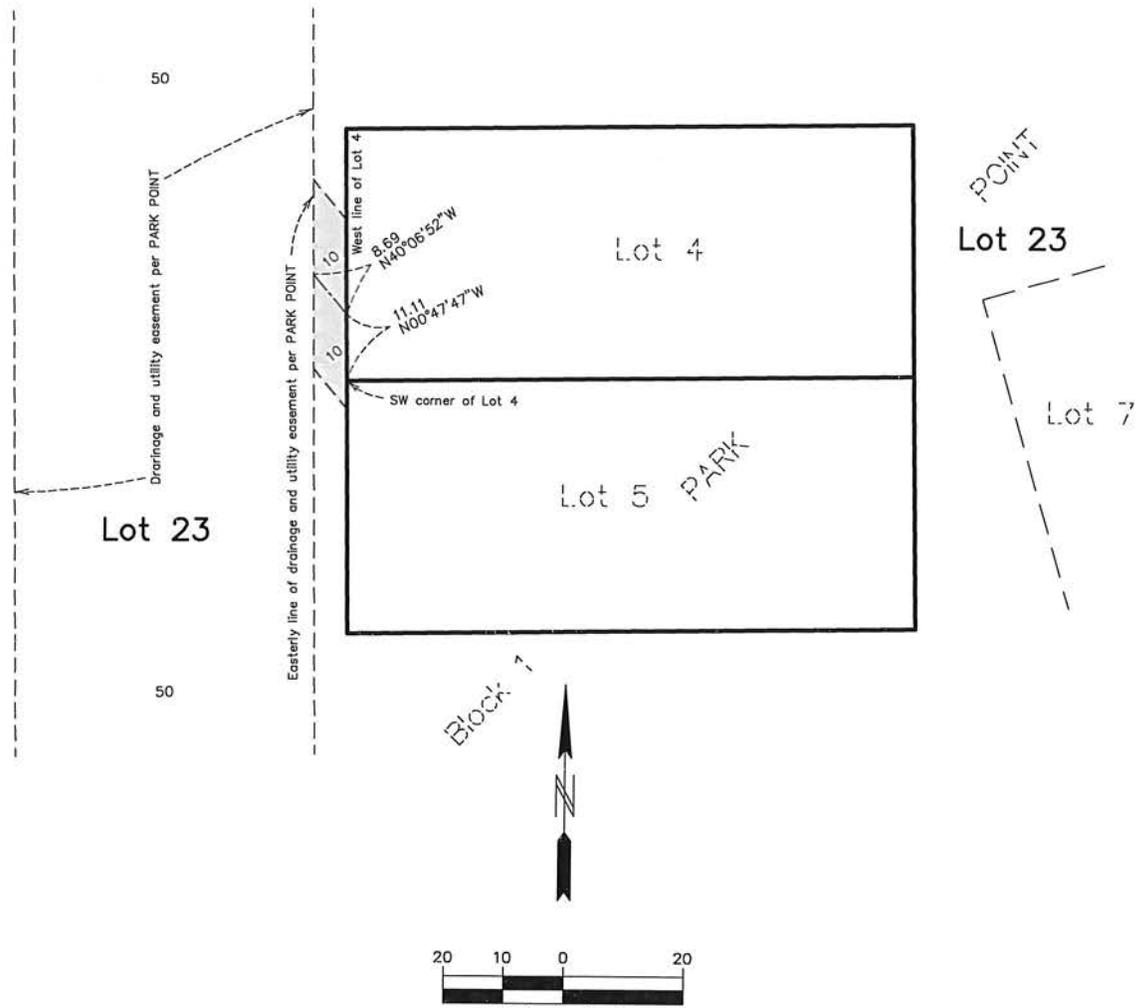
BY: 
 Peter J. Hawkinson, Professional Land Surveyor
 Minnesota License No. 42299
 email-phawkinson@pioneereng.com

Sheet
1 of 1

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

Cad File: 116303easement.dwg
 Folder #: 7335
 Drawn by: pjh

Description Sketch for:
 Richard Braun

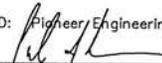
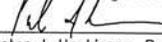


 Denotes proposed easement

Proposed Easement:

An easement for drainage and utility purposes described as follows:
 A 20 foot strip of land lying over All that part of Lot 23, Block 1 PARK POINT according to the recorded plat thereof, Dakota County, Minnesota, the centerline of said strip described as follows: Commencing at the Southwest corner of Lot 4, Block 1 said PARK POINT, thence North 00 degrees 47 minutes 47 seconds West, assumed bearing along the West line of said Lot 4, 11.11 feet to the point of beginning of said centerline; North 40 degrees 06 minutes 52 seconds West, 8.96 feet to the easterly line of a drainage and utility easement as delineated and dedicated on said PARK POINT. The sidelines of said 20 foot strip shall extend and shorten to terminate on said easterly line of drainage and utility easement, said west line of Lot 4 and the west line of Lot 5, Block 1 said PARK POINT.

We hereby certify to Richard Braun that this survey, plan or report was prepared by me, or under my direct supervision, and that I am a duly licensed land surveyor under the laws of the state of Minnesota, dated this 15th day of October, 2016.

SIGNED:  Pioneer Engineering, P.A.
 BY: 
 Peter J. Hawkinson, Professional Land Surveyor
 Minnesota License No. 42299
 email-phawkinson@pioneereng.com

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

Cad File: 116303easement.dwg
 Folder #: 7335
 Drawn by: pjh

Description Sketch for:
 Richard Braun

PERMANENT UTILITY, DRAINAGE AND STORMWATER PONDING EASEMENT

THIS **PERMANENT UTILITY, DRAINAGE AND STORMWATER PONDING EASEMENT** (Easement) is made, granted and conveyed this 14th day of November, 2016, by and among the **City of Inver Grove Heights**, a municipality of the State of Minnesota, (hereinafter referred to as "City") and **Rodger O. Espeseth**, a single person (hereinafter referred to as "Espeseth") and **Richard H. Braun, Trustee of the RHB, Inc. Money Purchase Pension Plan and Trust Under Trust Agreement dated September 23, 1998** (hereinafter referred to as "Braun") and **Park Point Homeowners' Association**, a Minnesota non-profit corporation (hereinafter referred to as "Association"). Espeseth, Braun and Association are hereinafter collectively referred to as "Landowner".

Landowner individually own the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter collectively referred to as "Landowner's Property"). Espeseth owns Lot 4, Block 1, Park Point, CIC No. 466, Dakota County, Minnesota. Braun owns Lot 5, Block 1, Park Point, CIC No. 466, Dakota County, Minnesota. Association owns Lot 23, Block 1, Park Point, CIC No. 466, Dakota County, Minnesota.

Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a permanent easement for utilities, drainage, sanitary sewer, water, stormwater ponding, stormwater collection, stormwater control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and stormwater ponding, drainage, collection and control facilities, under, over, across, through and upon the following described premises (hereinafter collectively referred to as the Easement Areas) (the Easement Areas consist of Easement Area #1, Easement Area #2 and Easement Area #3) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference. Exhibit B also contains a depiction of the Easement Areas.

EXEMPT FROM STATE DEED TAX

The rights of the City include the right of the City, its contractors, agents and servants, at the sole cost of the City:

- a.) to enter upon the Easement Areas at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Easement Areas, 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 Easement Areas trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Easement Areas; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Areas 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 Easement Areas or Landowner's Property prior to the date hereof.

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

Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Easement Areas described and depicted on Exhibit B and have 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, 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 ____ day of _____, 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

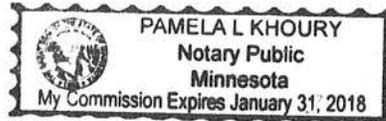
[Signature Page for Espeseth]


Rodger O. Espeseth

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

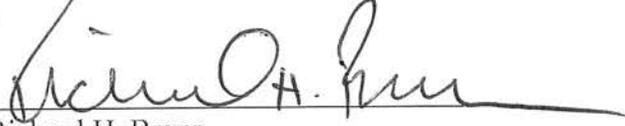
The foregoing instrument was acknowledged before me this 4th day of November, 2016, by Rodger O. Espeseth, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.


Notary Public



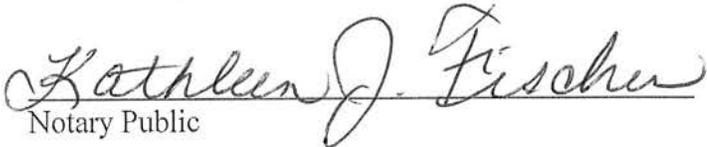
[Signature Page for Braun]

RHB, INC. MONEY PURCHASE
PENSION PLAN AND TRUST
UNDER TRUST AGREEMENT
DATED SEPTEMBER 23, 1998

By: 
Richard H. Braun
Its Trustee

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 7th day of November, 2016, before me a Notary Public within and for said County, personally appeared Richard H. Braun to me personally known, who being by me duly sworn, did say that he is the Trustee of RHB, Inc. Money Purchase Pension Plan and Trust under Trust Agreement dated September 23, 1998, the Trust named in the foregoing instrument, and that said instrument was signed on behalf of said Trust by authority of the Trustee and said Richard H. Braun acknowledged said instrument to be the free act and deed of the Trust.


Notary Public



[Signature Page for Association]

PARK POINT HOMEOWNERS' ASSOCIATION

By:

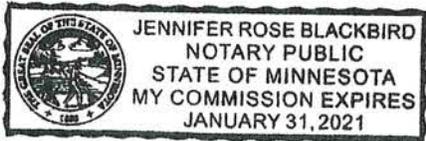
David J. Gelao
David J. Gelao
Its: President

STATE OF MINNESOTA)

COUNTY OF Dakota)

ss.

On this 7th day of November, 2016, before me a Notary Public within and for said County, personally appeared David J. Gelao, to me personally known, who being by me duly sworn, did say that he is the President of Park Point Homeowners' Association, a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Park Point Homeowners' Association by authority of the Boards of Directors of the non-profit corporation.



Jennifer Rose Blackbird
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 4, Block 1, Park Point, CIC No. 466, Dakota County, Minnesota.

AND

Lot 5, Block 1, Park Point, CIC No. 466, Dakota County, Minnesota.

AND

Lot 23, Block 1, Park Point, CIC No. 466, Dakota County, Minnesota.

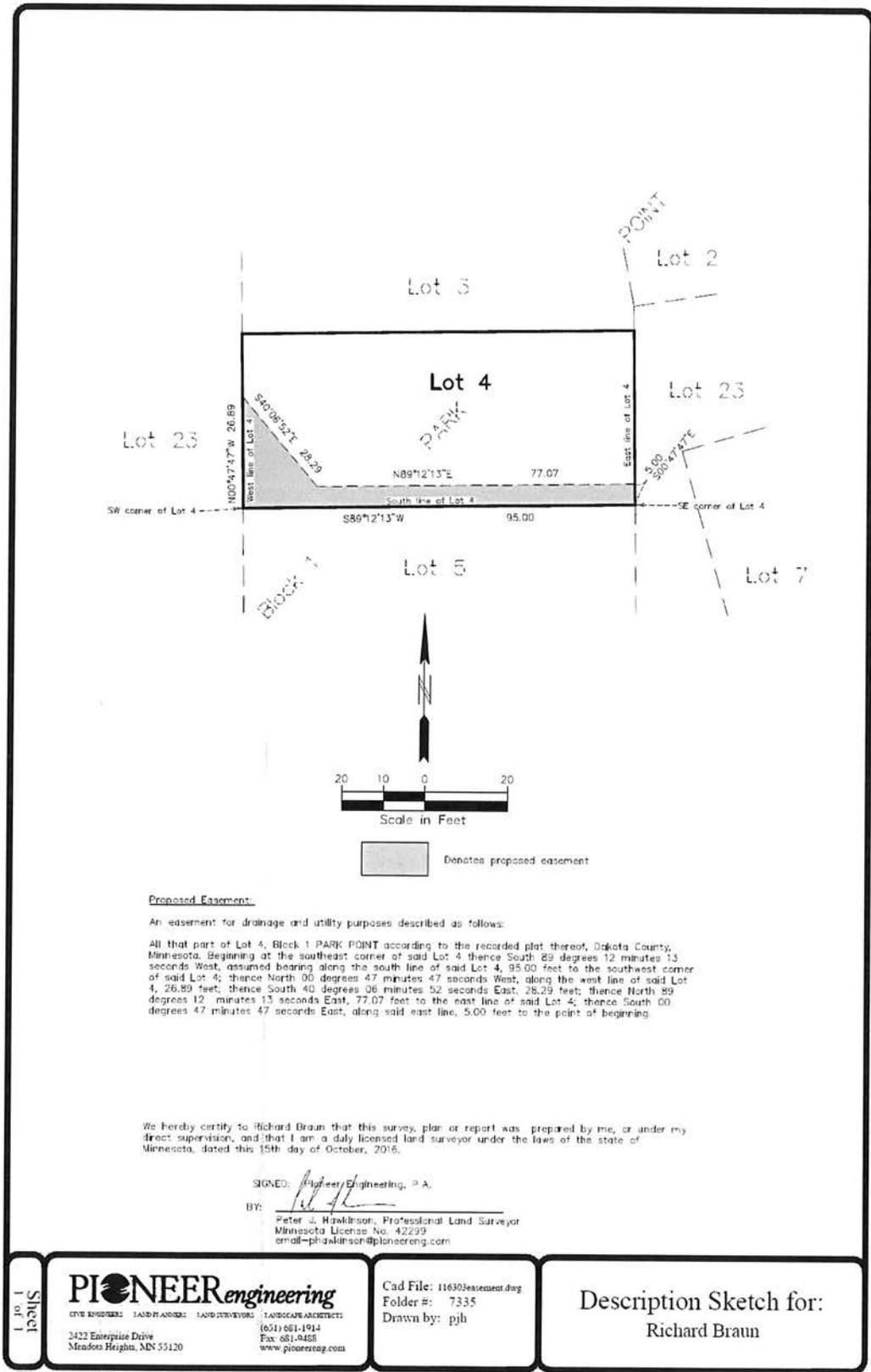
EXHIBIT B
LEGAL DESCRIPTIONS AND DEPICTIONS OF EASEMENT AREAS

Permanent non-exclusive easements for drainage, utilities, storm water ponding, storm water collection, storm water control improvements, storm water facilities and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that part of the Landowner Property, in the City of Inver Grove Heights, Dakota County, Minnesota described as follows (identified as Easement Area #1, Easement Area #2 and Easement Area #3):

Legal Description of Easement Area #1:

All that part of Lot 4, Block 1 PARK POINT according to the recorded plat thereof, Dakota County, Minnesota. Beginning at the southeast corner of said Lot 4 thence South 89 degrees 12 minutes 13 seconds West, assumed bearing along the south line of said Lot 4, 95.00 feet to the southwest corner of said Lot 4; thence North 00 degrees 47 minutes 47 seconds West, along the west line of said Lot 4, 26.89 feet; thence South 40 degrees 06 minutes 52 seconds East, 28.29 feet; thence North 89 degrees 12 minutes 13 seconds East, 77.07 feet to the east line of said Lot 4; thence South 00 degrees 47 minutes 47 seconds East, along said east line, 5.00 feet to the point of beginning.

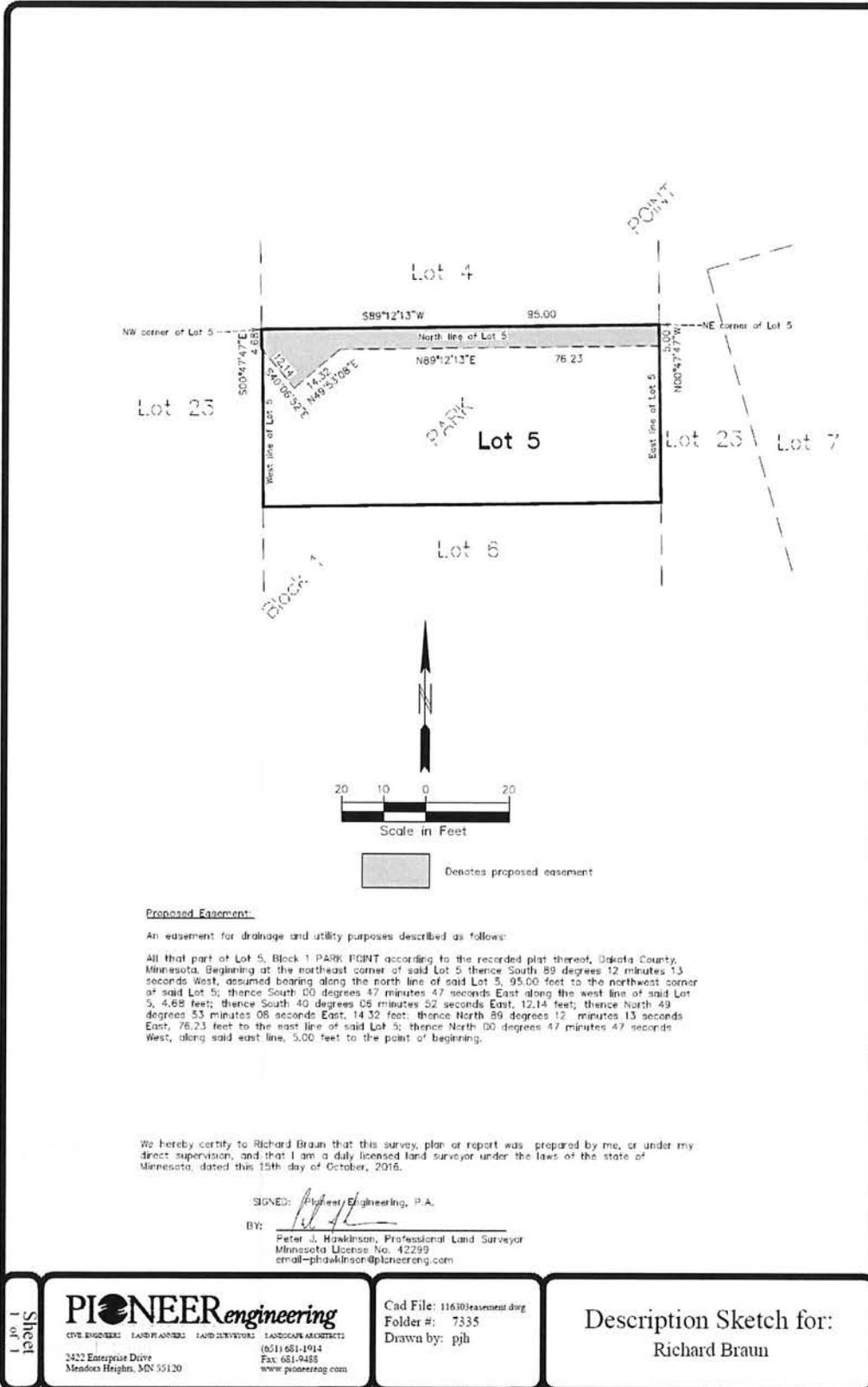
Depiction of Easement Area #1:



Legal Description of Easement Area #2:

All that part of Lot 5, Block 1 PARK POINT according to the recorded plat thereof, Dakota County, Minnesota. Beginning at the northeast corner of said Lot 5 thence South 89 degrees 12 minutes 13 seconds West, assumed bearing along the north line of said Lot 5, 95.00 feet to the northwest corner of said Lot 5; thence South 00 degrees 47 minutes 47 seconds East along the west line of said Lot 5, 4.68 feet; thence South 40 degrees 06 minutes 52 seconds East, 12.14 feet; thence North 49 degrees 53 minutes 08 seconds East, 14.32 feet; thence North 89 degrees 12 minutes 13 seconds East, 76.23 feet to the east line of said Lot 5; thence North 00 degrees 47 minutes 47 seconds West, along said east line, 5.00 feet to the point of beginning.

Depiction of Easement Area #2:



Proposed Easement:

An easement for drainage and utility purposes described as follows:

All that part of Lot 5, Block 1 PARK POINT according to the recorded plat thereof, Dakota County, Minnesota. Beginning at the northeast corner of said Lot 5 thence South 89 degrees 12 minutes 13 seconds West, assumed bearing along the north line of said Lot 5, 95.00 feet to the northwest corner of said Lot 5; thence South 00 degrees 47 minutes 47 seconds East along the west line of said Lot 5, 4.68 feet; thence South 40 degrees 06 minutes 52 seconds East, 12.14 feet; thence North 49 degrees 53 minutes 06 seconds East, 14.32 feet; thence North 89 degrees 12 minutes 13 seconds East, 76.23 feet to the east line of said Lot 5; thence North 00 degrees 47 minutes 47 seconds West, along said east line, 5.00 feet to the point of beginning.

We hereby certify to Richard Braun that this survey, plan or report was prepared by me, or under my direct supervision, and that I am a duly licensed land surveyor under the laws of the state of Minnesota, dated this 15th day of October, 2016.

SIGNED: *Pioneer Engineering, P.A.*
 BY: *Peter J. Hawkins*
 Peter J. Hawkins, Professional Land Surveyor
 Minnesota License No. 42299
 email-pjhawkins@pioneereng.com

Sheet
1 of 1

PIONEERengineering
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
 2432 Enterprise Drive
 Mendota Heights, MN 55120
 (612) 681-1914
 Fax: 651-9453
 www.pioneereng.com

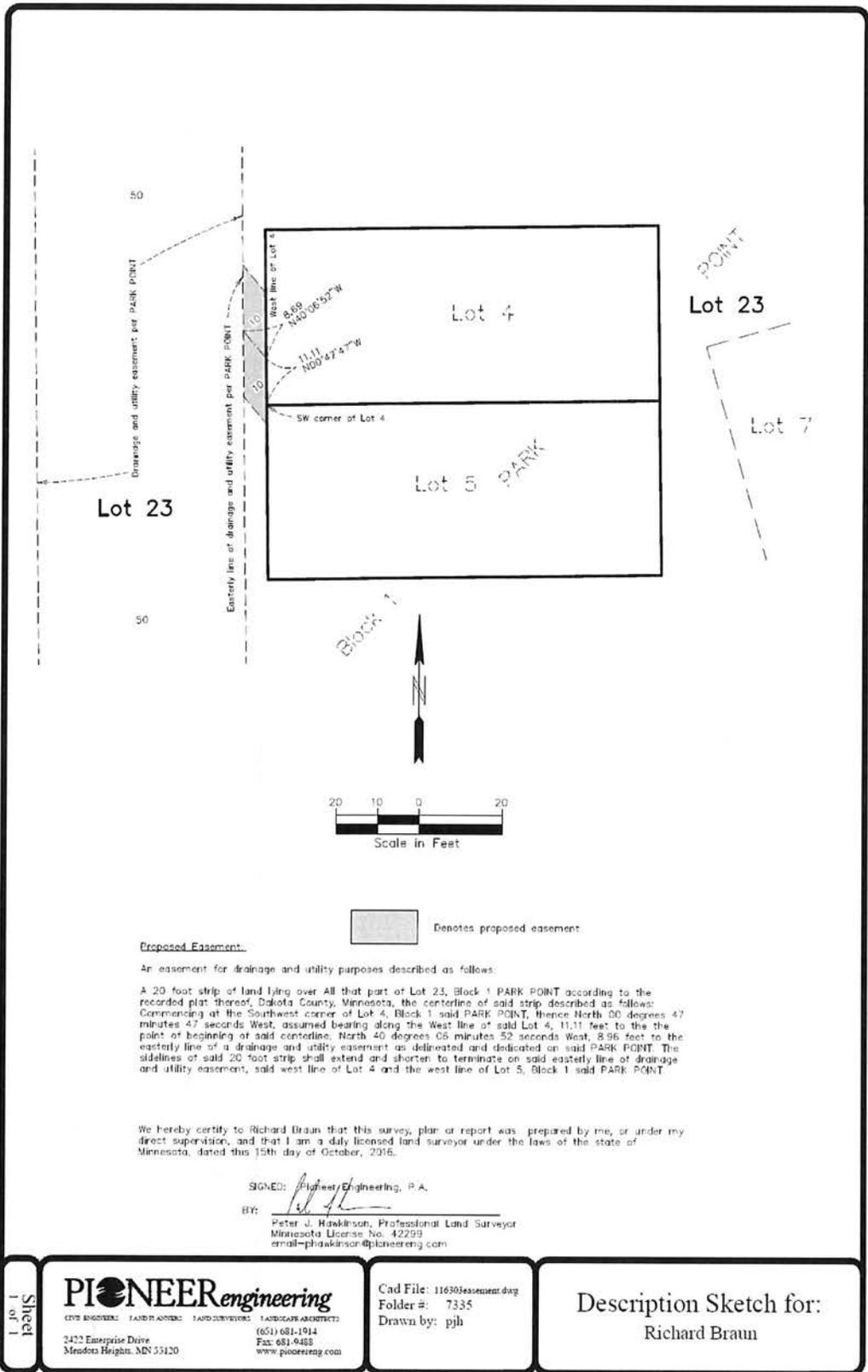
Cad File: 116303easement.dwg
 Folder #: 7335
 Drawn by: pjh

Description Sketch for:
Richard Braun

Legal Description of Easement Area #3:

A 20 foot strip of land lying over All that part of Lot 23, Block 1 PARK POINT according to the recorded plat thereof, Dakota County, Minnesota, the centerline of said strip described as follows: Commencing at the Southwest corner of Lot 4, Block 1 said PARK POINT, thence North 00 degrees 47 minutes 47 seconds West, assumed bearing along the West line of said Lot 4, 11.11 feet to the point of beginning of said centerline; North 40 degrees 06 minutes 52 seconds West, 8.96 feet to the easterly line of a drainage and utility easement as delineated and dedicated on said PARK POINT. The sidelines of said 20 foot strip shall extend and shorten to terminate on said easterly line of drainage and utility easement, said west line of Lot 4 and the west line of Lot 5, Block 1 said PARK POINT.

Depiction of Easement Area #3:



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Scheduling a Public Hearing to Consider the Draft of Part 2 of the Wellhead Protection Plan

Meeting Date: November 14, 2016
Item Type: Consent
Contact: Scott D. Thureen, 651-450-2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: 

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

PURPOSE/ACTION REQUESTED

Consider a resolution scheduling a Public Hearing to consider the draft of Part 2 of the Wellhead Protection Plan.

SUMMARY

The City must prepare a Wellhead Protection Plan to meet the requirements of the 1989 Minnesota Groundwater Protection Act and the subsequent wellhead protection rules that were promulgated in 1997. The Wellhead Protection Plan is designed to continue Inver Grove Heights' efforts to prevent human-caused contamination from entering the public water supply wells. The plan identifies the area of the groundwater aquifer that supplies water to the community's wells over a 10-year period. It inventories potential sources of contamination within this area and establishes action items to help mitigate risks to the underlying groundwater resources.

The City is required to hold a Public Hearing to consider the draft of Part 2 of the Wellhead Protection Plan. The attached resolution schedules that hearing for December 12, 2016. I recommend approval of the resolution.

SDT/kf
Attachment: Resolution

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

RESOLUTION NO. _____

**CONSIDER RESOLUTION SCHEDULING A PUBLIC HEARING TO CONSIDER PART 2 OF
THE WELLHEAD PROTECTION PLAN**

WHEREAS, per M.S. Section 103I, subd. 5 and Minnesota Rules, parts 4720.5100 to 4720.5590, the City is required to prepare a Wellhead Protection Plan for the municipal public water supply system wells; and

WHEREAS, a draft plan has been prepared following the required procedures; and

WHEREAS, a public hearing must be held to consider the final plan.

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

1. A public hearing will be held at 7:00 p.m. on Monday, December 12, 2016 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give published notice of such hearing and improvements as required by law.

Adopted by the City Council of Inver Grove Heights this 14th day of November 2016

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: November 14, 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: Alycia Prashad, Child Care Worker (Child Care/VMCC), Rebecca Wright, Fitness Instructor (Fitness/VMCC), Beth Downs, Fitness Instructor (Fitness/VMCC), Grace Bryant, Skating Instructor (VMCC),

Please confirm the Termination of: Dennis Hogan, Golf Course Cashier

Resolution No. _____

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

**Resolution Providing for the Sale of
\$8,755,000 General Obligation Refunding Bonds, Series 2016A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$8,755,000 General Obligation Refunding Bonds, Series 2016A (the "Bonds"), to effect a Crossover refunding of the City's 2009A Bonds; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City with the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on December 12, 2016, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 14th day of November, 2016.

City Administrator



EHLERS
LEADERS IN PUBLIC FINANCE

November 14, 2016

Pre-Sale Report for

City of Inver Grove Heights, Minnesota

\$8,755,000 General Obligation Refunding Bonds, Series
2016A



Prepared by:

Steve Apfelbacher, CIPMA
Senior Municipal Advisor

And

Jessica Cook,
Financial Specialist

And

Jason Aarsvold, CIPMA
Municipal Advisor



Executive Summary of Proposed Debt

Proposed Issue:	\$8,755,000 General Obligation Refunding Bonds, Series 2016A (the “Bonds”)
Purposes:	<p>The proposed issue includes financing for the following purposes:</p> <ul style="list-style-type: none"> Proposed Crossover refunding of the City’s outstanding General Obligation Bonds, Series 2009A, solely for net debt service savings, with no extension of existing duration. The 2009A bonds were issued for construction of the City Hall and Public Safety Facility. Debt service will continue to be paid from ad valorem property taxes. <p>Interest rates on the obligations proposed to be refunded are 3.5% to 4.375%. The refunding is expected to reduce interest expense by approximately \$1,354,515 over the next 17 years. The Net Present Value Benefit of the refunding is estimated to be \$1,115,671, equal to 13.180% of the refunded principal.</p> <p>This refunding is considered an Advance Refunding as the new Bonds will be issued more than 90 days prior to the call date of the obligations being refunded.</p>
Authority:	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapter(s):</p> <ul style="list-style-type: none"> 475 <p>The Bonds count against the City’s General Obligation Debt Capacity Limit of 3% of estimated market value (EMV). In the City, the pay 2016 EMV is \$3,299,244,300. Therefore, the total amount of outstanding debt cannot exceed \$98,977,329. As of November 7, 2016 the City has \$9,016,000 subject to the legal debt limit.</p> <p>State law limits annual debt service on capital improvement plan (CIP) bonds to 0.16% of estimated market value. Including the Bonds, the City has more than \$4,600,000 remaining in its CIP bonds annual debt service limit.</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p>
Term/Call Feature:	<p>The Bonds are being issued for an 18-year term. Principal on the Bonds will be due on February 1 in the years 2019 through 2034. Interest is payable every six months beginning August 1, 2017.</p> <p>The Bonds maturing on and after February 1, 2026 will be subject to prepayment at the discretion of the City on February 1, 2025 or any date thereafter.</p>
Bank Qualification:	Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as



	<p>“bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>
<p>Rating:</p>	<p>The City’s most recent bond issues were rated AA by Standard & Poor’s. The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>
<p>Basis for Recommendation:</p>	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of General Obligation Bonds as a suitable financing option because this is the most overall cost effective option that still maintains future flexibility for the repayment of debt.</p>
<p>Method of Sale/Placement:</p>	<p>In order to obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 1.00% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.</p> <p>Premium Bids: Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.”</p> <p>The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this issue of Bonds we have been directed to use the premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down.</p> <p>You have the choice to limit the amount of premium in the bid specifications. This may result in fewer bids, but it may also eliminate large adjustments on the day of sale and other uncertainties.</p>
<p>Other Considerations:</p>	<p>The proceeds of the new bonds will be placed with an escrow agent who will hold the funds and pay interest on the new bonds until the call date and to prepay the old bonds at the first opportunity. The escrow account may be invested in</p>



	<p>either special government securities (SLGS) designed to fund escrows or in open market securities bid through a bidding agent.</p> <p>To maximize your investment return in the escrow account, we will first seek bids on open market securities through a bidding agent to determine if it results in more savings than SLGS on the day of sale. The escrow will be verified by a verification agent.</p>
Review of Existing Debt:	<p>The City currently has an opportunity to refund its 2010A and 2010B bonds for net debt service savings. We are currently working with the City to refund those bonds with a planned closing in 2017.</p> <p>We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.</p>
Continuing Disclosure:	<p>Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.</p>
Arbitrage Monitoring:	<p>Because the Bonds are tax-exempt obligations/tax credit obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules.</p>
Risk Factors:	<p>Advance Refunding: The Bonds are being issued for the purpose of “advance” refunding prior City debt obligations. Only one advance refunding of an original tax-exempt debt obligation is permitted under current IRS rules. This refunding is being undertaken based in part on the following assumptions:</p> <ul style="list-style-type: none"> • Since the new Bonds will extend the “call” date for this debt, we are assuming that the City does not expect to have revenues available to pre-pay the current obligations prior to this new call date. • That the advance refunding will provide an overall lower debt cost as compared to waiting to refund the issue until its call date at potentially higher interest rates.



<p>Other Service Providers:</p>	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Attorney: Kennedy & Graven, Chartered</p> <p>Paying Agent: Wells Fargo Bank, National Association</p> <p>Rating Agency: Standard & Poor's (S&P) Global Ratings</p> <p>CPA Escrow Verification Agent: Grant Thornton</p> <p>Escrow Agent: Wells Fargo Bank, National Association</p> <p>Bidding Agent: Ehlers Investment Partners</p>
---------------------------------	--

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



Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	November 14, 2016
Distribute Official Statement:	Week of November 28, 2016
Conference with Rating Agency:	Week of December 5, 2016
City Council Meeting to Award Sale of the Bonds:	December 12, 2016
Estimated Closing Date:	December 29, 2016
Redemption Date for Bond	February 1, 2018

Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedule
- Refunding Savings Analysis
- Resolution Authorizing Ehlers to Proceed with Bond Sale

Ehlers Contacts

Municipal Advisors:	Steve Apfelbacher	(651) 697-8510
	Jessica Cook	(651) 697-8546
	Jason Aarsvold	(651) 697-8512
Disclosure Coordinator:	Meghan Lindblom	(651) 697-8549
Financial Analyst:	Alicia Gage	(651) 697-8551

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



City of Inver Grove Heights, Minnesota

\$8,755,000 General Obligation Refunding Bonds, Series 2016A
Proposed Crossover Refunding of 2009A G.O. CIP Bonds
Assuming Current G.O. BQ "AA" Market Rates + 25 Bpts

Sources & Uses

Dated 12/29/2016 | Delivered 12/29/2016

Sources Of Funds

Par Amount of Bonds	\$8,755,000.00
Total Sources	\$8,755,000.00

Uses Of Funds

Total Underwriter's Discount (1.000%)	87,550.00
Costs of Issuance	71,500.00
Deposit to Crossover Escrow Fund	8,592,647.24
Rounding Amount	3,302.76
Total Uses	\$8,755,000.00

City of Inver Grove Heights, Minnesota

\$8,755,000 General Obligation Refunding Bonds, Series 2016A

Proposed Crossover Refunding of 2009A G.O. CIP Bonds

Assuming Current G.O. BQ "AA" Market Rates + 25 Bpts

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/29/2016	-	-	-	-	-
08/01/2017	-	-	102,381.28	102,381.28	-
02/01/2018	-	-	86,927.50	86,927.50	189,308.78
08/01/2018	-	-	86,927.50	86,927.50	-
02/01/2019	375,000.00	1.200%	86,927.50	461,927.50	548,855.00
08/01/2019	-	-	84,677.50	84,677.50	-
02/01/2020	400,000.00	1.300%	84,677.50	484,677.50	569,355.00
08/01/2020	-	-	82,077.50	82,077.50	-
02/01/2021	425,000.00	1.350%	82,077.50	507,077.50	589,155.00
08/01/2021	-	-	79,208.75	79,208.75	-
02/01/2022	445,000.00	1.450%	79,208.75	524,208.75	603,417.50
08/01/2022	-	-	75,982.50	75,982.50	-
02/01/2023	495,000.00	1.550%	75,982.50	570,982.50	646,965.00
08/01/2023	-	-	72,146.25	72,146.25	-
02/01/2024	520,000.00	1.650%	72,146.25	592,146.25	664,292.50
08/01/2024	-	-	67,856.25	67,856.25	-
02/01/2025	530,000.00	1.750%	67,856.25	597,856.25	665,712.50
08/01/2025	-	-	63,218.75	63,218.75	-
02/01/2026	545,000.00	1.850%	63,218.75	608,218.75	671,437.50
08/01/2026	-	-	58,177.50	58,177.50	-
02/01/2027	555,000.00	1.950%	58,177.50	613,177.50	671,355.00
08/01/2027	-	-	52,766.25	52,766.25	-
02/01/2028	575,000.00	2.050%	52,766.25	627,766.25	680,532.50
08/01/2028	-	-	46,872.50	46,872.50	-
02/01/2029	595,000.00	2.150%	46,872.50	641,872.50	688,745.00
08/01/2029	-	-	40,476.25	40,476.25	-
02/01/2030	615,000.00	2.250%	40,476.25	655,476.25	695,952.50
08/01/2030	-	-	33,557.50	33,557.50	-
02/01/2031	635,000.00	2.350%	33,557.50	668,557.50	702,115.00
08/01/2031	-	-	26,096.25	26,096.25	-
02/01/2032	660,000.00	2.450%	26,096.25	686,096.25	712,192.50
08/01/2032	-	-	18,011.25	18,011.25	-
02/01/2033	680,000.00	2.550%	18,011.25	698,011.25	716,022.50
08/01/2033	-	-	9,341.25	9,341.25	-
02/01/2034	705,000.00	2.650%	9,341.25	714,341.25	723,682.50
Total	\$8,755,000.00	-	\$1,984,096.28	\$10,739,096.28	-

Yield Statistics

Bond Year Dollars	\$91,073.22
Average Life	10.402 Years
Average Coupon	2.1785726%
Net Interest Cost (NIC)	2.2747041%
True Interest Cost (TIC)	2.2730133%
Bond Yield for Arbitrage Purposes	2.1630921%
All Inclusive Cost (AIC)	2.3638707%

IRS Form 8038

Net Interest Cost	2.1785726%
Weighted Average Maturity	10.402 Years

Series 2016A GO Ref Bds X | SINGLE PURPOSE | 10/24/2016 | 3:52 PM

City of Inver Grove Heights, Minnesota

\$8,755,000 General Obligation Refunding Bonds, Series 2016A

Proposed Crossover Refunding of 2009A G.O. CIP Bonds

Assuming Current G.O. BQ "AA" Market Rates + 25 Bpts

Debt Service Comparison

Date	Total P+I	Const Loan		Net New D/S	Old Net D/S	Savings
		Pmt	Existing D/S			
02/01/2017	-	-	172,184.38	168,881.62	172,184.38	3,302.76
02/01/2018	189,308.78	(8,654,308.78)	8,809,368.76	344,368.76	344,368.76	-
02/01/2019	548,855.00	-	-	548,855.00	634,368.76	85,513.76
02/01/2020	569,355.00	-	-	569,355.00	654,218.76	84,863.76
02/01/2021	589,155.00	-	-	589,155.00	673,018.76	83,863.76
02/01/2022	603,417.50	-	-	603,417.50	689,893.76	86,476.26
02/01/2023	646,965.00	-	-	646,965.00	729,693.76	82,728.76
02/01/2024	664,292.50	-	-	664,292.50	747,293.76	83,001.26
02/01/2025	665,712.50	-	-	665,712.50	748,493.76	82,781.26
02/01/2026	671,437.50	-	-	671,437.50	753,893.76	82,456.26
02/01/2027	671,355.00	-	-	671,355.00	758,293.76	86,938.76
02/01/2028	680,532.50	-	-	680,532.50	766,693.76	86,161.26
02/01/2029	688,745.00	-	-	688,745.00	773,893.76	85,148.76
02/01/2030	695,952.50	-	-	695,952.50	779,143.76	83,191.26
02/01/2031	702,115.00	-	-	702,115.00	788,156.26	86,041.26
02/01/2032	712,192.50	-	-	712,192.50	794,893.76	82,701.26
02/01/2033	716,022.50	-	-	716,022.50	800,143.76	84,121.26
02/01/2034	723,682.50	-	-	723,682.50	808,906.26	85,223.76
Total	\$10,739,096.28	(8,654,308.78)	\$8,981,553.14	\$11,063,037.88	\$12,417,553.30	\$1,354,515.42

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	1,112,368.08
Net PV Cashflow Savings @ 2.163%(Bond Yield).....	1,112,368.08
Contingency or Rounding Amount.....	3,302.76
Net Present Value Benefit	\$1,115,670.84
Net PV Benefit / \$9,681,361.07 PV Refunded Debt Service	11.524%
Net PV Benefit / \$8,465,000 Refunded Principal...	13.180%
Net PV Benefit / \$8,755,000 Refunding Principal..	12.743%

Refunding Bond Information

Refunding Dated Date	12/29/2016
Refunding Delivery Date	12/29/2016

Resolution No. _____

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

**Resolution Providing for the Sale of
\$8,755,000 General Obligation Refunding Bonds, Series 2016A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$8,755,000 General Obligation Refunding Bonds, Series 2016A (the "Bonds"), to effect a Crossover refunding of the City's 2009A Bonds; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City with the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on December 12, 2016, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 14th day of November, 2016.

City Administrator

Resolution No. _____

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

**Resolution Providing for the Sale of
\$8,535,000 General Obligation Refunding Bonds, Series 2017A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$8,535,000 General Obligation Refunding Bonds, Series 2017A (the "Bonds"), to effect a Crossover refunding of the City's 2010A and 2010B Bonds; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City with the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on December 12, 2016, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 14th day of November, 2016.

City Administrator



EHLERS
LEADERS IN PUBLIC FINANCE

November 14, 2016

Pre-Sale Report for

City of Inver Grove Heights, Minnesota

\$8,535,000 General Obligation Refunding Bonds, Series
2017A



Prepared by:

Steve Apfelbacher, CIPMA
Senior Municipal Advisor

And

Jessica Cook,
Financial Specialist

And

Jason Aarsvold, CIPMA
Municipal Advisor



Executive Summary of Proposed Debt

Proposed Issue:	\$8,535,000 General Obligation Refunding Bonds, Series 2017A
Purposes:	<p>The proposed issue includes financing for the following purposes:</p> <ul style="list-style-type: none"> • Proposed crossover refunding of the City’s outstanding General Obligation Bonds, Series 2010A and 2010B, solely for net debt service savings, with no extension of existing duration. The 2010A bonds were issued to pay for sewer extension into the Northwest Area within the City. The 2010B bonds were issued to finance the South Grove Area 5 Street Reconstruction Project. <p>The City will pay debt service on the refunding portion of the Bonds from the same revenue sources used to pay the existing obligations.</p> <ul style="list-style-type: none"> • Proposed Crossover Refunding 2010A: Interest rates on the obligations proposed to be refunded are 3% to 4%. The refunding is expected to reduce interest expense by approximately \$494,165 over the next 19 years. The Net Present Value Benefit of the refunding is estimated to be \$395,662, equal to 7.2% of the refunded principal. • Proposed Crossover Refunding 2010B: Interest rates on the obligations proposed to be refunded are 2.5% to 3.125%. The refunding is expected to reduce interest expense by approximately \$99,578 over the next 10 years. The Net Present Value Benefit of the refunding is estimated to be \$88,770, equal to 3.27% of the refunded principal. <p>In aggregate, the two refundings are expected to reduce the City’s net interest expense by approximately \$593,743 over the next 19 years. The Net Present Value Benefit of the two refundings is estimated to equal 5.9% of the refunded principal.</p> <p>Both refundings are considered Advance Refundings as the new Bonds will be issued more than 90 days prior to the call date of the obligations being refunded.</p>
Authority:	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapter(s):</p> <ul style="list-style-type: none"> • 429 • 444 • 475 <p>Because the City assessed at least 20% of the project costs financed with the 2010B bonds, the Bonds allocable to the 2010 projects can be a general obligation without a referendum and will not count against the City’s debt limit.</p>



	<p>Chapter 444 allows cities to issue debt without limitation as long as debt service is expected to be paid from water and sewer revenues.</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p>
Term/Call Feature:	<p>The Bonds are being issued for a 19-year term. Principal on the Bonds will be due on February 1 in the years 2019 through 2036. Interest is payable every six months beginning August 1, 2017.</p> <p>The Bonds maturing on and after February 1, 2026 will be subject to prepayment at the discretion of the City on February 1, 2025 or any date thereafter.</p>
Bank Qualification:	<p>Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year (2017), the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>
Rating:	<p>The City’s most recent bond issues were rated AA by Standard & Poor’s. The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>
Basis for Recommendation:	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of General Obligation Bonds as a suitable financing option because this is the most overall cost effective option that still maintains future flexibility for the repayment of debt.</p>
Method of Sale/Placement:	<p>In order to obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 0.80% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.</p> <p>Premium Bids: Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.”</p>



	<p>The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this issue of Bonds we have been directed to use the premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down.</p> <p>You have the choice to limit the amount of premium in the bid specifications. This may result in fewer bids, but it may also eliminate large adjustments on the day of sale and other uncertainties.</p>
Other Considerations:	<p>The proceeds of the new bonds will be placed with an escrow agent who will hold the funds and pay interest on the new bonds until the call date and to prepay the old bonds at the first opportunity. The escrow account may be invested in either special government securities (SLGS) designed to fund escrows or in open market securities bid through a bidding agent.</p> <p>To maximize your investment return in the escrow account, we will first seek bids on open market securities through a bidding agent to determine if it results in more savings than SLGS on the day of sale. The escrow will be verified by a verification agent.</p>
Review of Existing Debt:	<p>The City currently has an opportunity to refund its 2009A bonds for net debt service savings. We are currently working with the City to refund those bonds with a planned closing in 2016.</p> <p>We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.</p>
Continuing Disclosure:	<p>Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.</p>
Arbitrage Monitoring:	<p>Because the Bonds are tax-exempt obligations/tax credit obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond</p>



	<p>Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules.</p>
<p>Risk Factors:</p>	<p>Special Assessments: The 2010B bonds are paid for, in part, by special assessments. If the City receives a significant amount of pre-paid assessments or assessments are not collected, it may need to increase the levy portion of the debt service to make up for lower interest earnings than the expected assessment interest rate.</p> <p>Utility Revenue: The City expects to pay the Bond debt service with utility funds. If utility revenue is inadequate, the City will need to increase utility rates or levy taxes to pay debt service on the Bonds.</p> <p>Advance Refunding: The Bonds are being issued for the purpose of “advance” refunding prior City debt obligations. Only one advance refunding of an original tax-exempt debt obligation is permitted under current IRS rules. This refunding is being undertaken based in part on the following assumptions:</p> <ul style="list-style-type: none"> • Since the new Bonds will extend the “call” date for this debt, we are assuming that the City does not expect to have revenues available to pre-pay the current obligations prior to this new call date. • That the advance refunding will provide an overall lower debt cost as compared to waiting to refund the issue until its call date at potentially higher interest rates.
<p>Other Service Providers:</p>	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Attorney: Kennedy & Graven, Chartered</p> <p>Paying Agent: Wells Fargo Bank, National Association</p> <p>Rating Agency: Standard & Poor's (S&P) Global Ratings</p> <p>CPA Escrow Verification Agent: Grant Thornton</p> <p>Escrow Agent: Wells Fargo Bank, National Association</p> <p>Bidding Agent: Ehlers Investment Partners</p>



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

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	November 14, 2016
Distribute Official Statement:	Week of November 28, 2016
Conference with Rating Agency:	Week of December 5, 2016
City Council Meeting to Award Sale of the Bonds:	December 12, 2016
Estimated Closing Date:	January 12, 2017
Redemption Date for 2010A Bonds	February 1, 2019
Redemption Date for 2010B Bond	February 1, 2018

Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedule
- Refunding Savings Analysis
- Resolution Authorizing Ehlers to Proceed with Bond Sale

Ehlers Contacts

Municipal Advisors:	Steve Apfelbacher	(651) 697-8510
	Jessica Cook	(651) 697-8546
	Jason Aarsvold	(651) 697-8512
Disclosure Coordinator:	Meghan Lindblom	(651) 697-8549
Financial Analyst:	Alicia Gage	(651) 697-8551

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



City of Inver Grove Heights, Minnesota

\$8,535,000 General Obligation Refunding Bonds, Series 2017A

Issue Summary

Assuming Current G.O. BQ "AA" Market Rates + 25 Bpts

Total Issue Sources And Uses

Dated 01/12/2017 | Delivered 01/12/2017

	Proposed Crossover Ref 2010A	Proposed Crossover Ref 2010B	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$5,745,000.00	\$2,790,000.00	\$8,535,000.00
Total Sources	\$5,745,000.00	\$2,790,000.00	\$8,535,000.00
Uses Of Funds			
Total Underwriter's Discount (0.800%)	45,960.00	22,320.00	68,280.00
Costs of Issuance	49,810.19	24,189.81	74,000.00
Deposit to Crossover Escrow Fund	5,648,752.12	2,740,756.94	8,389,509.06
Rounding Amount	477.69	2,733.25	3,210.94
Total Uses	\$5,745,000.00	\$2,790,000.00	\$8,535,000.00



City of Inver Grove Heights, Minnesota

\$8,535,000 General Obligation Refunding Bonds, Series 2017A

Issue Summary

Assuming Current G.O. BQ "AA" Market Rates + 25 Bpts

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
01/12/2017	-	-	-	-	-
08/01/2017	-	-	89,762.82	89,762.82	-
02/01/2018	-	-	81,192.50	81,192.50	170,955.32
08/01/2018	-	-	81,192.50	81,192.50	-
02/01/2019	395,000.00	1.200%	81,192.50	476,192.50	557,385.00
08/01/2019	-	-	78,822.50	78,822.50	-
02/01/2020	680,000.00	1.300%	78,822.50	758,822.50	837,645.00
08/01/2020	-	-	74,402.50	74,402.50	-
02/01/2021	680,000.00	1.350%	74,402.50	754,402.50	828,805.00
08/01/2021	-	-	69,812.50	69,812.50	-
02/01/2022	685,000.00	1.450%	69,812.50	754,812.50	824,625.00
08/01/2022	-	-	64,846.25	64,846.25	-
02/01/2023	545,000.00	1.550%	64,846.25	609,846.25	674,692.50
08/01/2023	-	-	60,622.50	60,622.50	-
02/01/2024	550,000.00	1.650%	60,622.50	610,622.50	671,245.00
08/01/2024	-	-	56,085.00	56,085.00	-
02/01/2025	560,000.00	1.750%	56,085.00	616,085.00	672,170.00
08/01/2025	-	-	51,185.00	51,185.00	-
02/01/2026	570,000.00	1.850%	51,185.00	621,185.00	672,370.00
08/01/2026	-	-	45,912.50	45,912.50	-
02/01/2027	585,000.00	1.950%	45,912.50	630,912.50	676,825.00
08/01/2027	-	-	40,208.75	40,208.75	-
02/01/2028	330,000.00	2.050%	40,208.75	370,208.75	410,417.50
08/01/2028	-	-	36,826.25	36,826.25	-
02/01/2029	340,000.00	2.150%	36,826.25	376,826.25	413,652.50
08/01/2029	-	-	33,171.25	33,171.25	-
02/01/2030	345,000.00	2.250%	33,171.25	378,171.25	411,342.50
08/01/2030	-	-	29,290.00	29,290.00	-
02/01/2031	355,000.00	2.350%	29,290.00	384,290.00	413,580.00
08/01/2031	-	-	25,118.75	25,118.75	-
02/01/2032	365,000.00	2.450%	25,118.75	390,118.75	415,237.50
08/01/2032	-	-	20,647.50	20,647.50	-
02/01/2033	375,000.00	2.550%	20,647.50	395,647.50	416,295.00
08/01/2033	-	-	15,866.25	15,866.25	-
02/01/2034	385,000.00	2.650%	15,866.25	400,866.25	416,732.50
08/01/2034	-	-	10,765.00	10,765.00	-
02/01/2035	390,000.00	2.700%	10,765.00	400,765.00	411,530.00
08/01/2035	-	-	5,500.00	5,500.00	-
02/01/2036	400,000.00	2.750%	5,500.00	405,500.00	411,000.00
Total	\$8,535,000.00	-	\$1,771,505.32	\$10,306,505.32	-

Yield Statistics

Bond Year Dollars	\$81,810.46
Average Life	9.585 Years
Average Coupon	2.1653776%
Net Interest Cost (NIC)	2.2488388%
True Interest Cost (TIC)	2.2371308%
Bond Yield for Arbitrage Purposes	2.1423232%
All Inclusive Cost (AIC)	2.3410999%

IRS Form 8038

Net Interest Cost	2.1653776%
Weighted Average Maturity	9.585 Years

Series 2017A GO Ref Bonds | Issue Summary | 10/24/2016 | 4:12 PM



EHLERS
LEADERS IN PUBLIC FINANCE

City of Inver Grove Heights, Minnesota

\$8,535,000 General Obligation Refunding Bonds, Series 2017A

Issue Summary

Assuming Current G.O. BQ "AA" Market Rates + 25 Bpts

Debt Service Comparison

Date	Total P+I	Const Loan Pmt	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2017	-	-	375,728.13	372,517.19	375,728.13	3,210.94
02/01/2018	170,955.32	(2,885,955.32)	3,236,856.26	521,856.26	521,856.26	-
02/01/2019	557,385.00	(5,615,132.50)	5,935,400.00	877,652.50	885,981.26	8,328.76
02/01/2020	837,645.00	-	-	837,645.00	875,856.26	38,211.26
02/01/2021	828,805.00	-	-	828,805.00	872,556.26	43,751.26
02/01/2022	824,625.00	-	-	824,625.00	863,806.26	39,181.26
02/01/2023	674,692.50	-	-	674,692.50	714,756.26	40,063.76
02/01/2024	671,245.00	-	-	671,245.00	714,606.26	43,361.26
02/01/2025	672,170.00	-	-	672,170.00	709,006.26	36,836.26
02/01/2026	672,370.00	-	-	672,370.00	712,087.50	39,717.50
02/01/2027	676,825.00	-	-	676,825.00	714,531.26	37,706.26
02/01/2028	410,417.50	-	-	410,417.50	441,337.50	30,920.00
02/01/2029	413,652.50	-	-	413,652.50	441,100.00	27,447.50
02/01/2030	411,342.50	-	-	411,342.50	439,725.00	28,382.50
02/01/2031	413,580.00	-	-	413,580.00	443,000.00	29,420.00
02/01/2032	415,237.50	-	-	415,237.50	444,000.00	28,762.50
02/01/2033	416,295.00	-	-	416,295.00	444,400.00	28,105.00
02/01/2034	416,732.50	-	-	416,732.50	444,200.00	27,467.50
02/01/2035	411,530.00	-	-	411,530.00	443,400.00	31,870.00
02/01/2036	411,000.00	-	-	411,000.00	442,000.00	31,000.00
Total	\$10,306,505.32	(8,501,087.82)	\$9,547,984.39	\$11,350,190.95	\$11,943,934.47	\$593,743.52

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	481,221.85
Net PV Cashflow Savings @ 2.142%(Bond Yield).....	481,221.85
Contingency or Rounding Amount.....	3,210.94
Net Present Value Benefit	\$484,432.79
Net PV Benefit / \$8,732,512.20 PV Refunded Debt Service	5.547%
Net PV Benefit / \$8,210,000 Refunded Principal...	5.901%
Net PV Benefit / \$8,535,000 Refunding Principal..	5.676%

Refunding Bond Information

Refunding Dated Date	1/12/2017
Refunding Delivery Date	1/12/2017

Resolution No. _____

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

**Resolution Providing for the Sale of
\$8,535,000 General Obligation Refunding Bonds, Series 2017A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$8,535,000 General Obligation Refunding Bonds, Series 2017A (the "Bonds"), to effect a Crossover refunding of the City's 2010A and 2010B Bonds; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City with the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on December 12, 2016, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 14th day of November, 2016.

City Administrator

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER FIRST READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2017

<p>Meeting Date: November 14, 2016 Item Type: Regular Agenda Contact: Kristi Smith, Finance Director Prepared by: Reviewed by: Scott Thureen, PW Director Allan Hunting, City Planner Tom Link, CD Director</p>	<p>Fiscal/FTE Impact:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>None</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Amount included in current budget</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Budget amendment requested</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>FTE included in current complement</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>New FTE requested – N/A</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other</td> </tr> </table>	<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
<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 The Council is asked to consider the first reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

SUMMARY Minnesota State Statues 462.353 sets forth the requirements with respect to a municipality’s authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney’s advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

The required public hearing has been set for December 12, 2016.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 5%. These proposed fees are based on financial projections supplied in Ehlers and Associates May 2016 Update.

The proposed changes are reflected on the attached.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The City has installed water, sewer, and storm sewer improvements in the Northwest Area without assessing the costs against benefitting properties. The City intends to recover its costs through the collection of utility system connection fees.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does

not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	\$ <u>1,2151,260</u> multiplied by a density factor of 3.5 multiplied by Gross Acres
---------------------------	--

Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	\$ <u>810840</u> per SAC Unit
Water Treatment Plant Fee	\$ <u>710730</u> per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$ <u>1,6901,750</u>
1 ½ inch	\$ <u>3,7903,920</u>
2 inch	\$ <u>6,7206,960</u>
3 inch	\$ <u>15,92016,480</u>
4 inch	\$ <u>26,88527,830</u>
6 inch (or larger)	\$ <u>63,02565,230</u>

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	\$ <u>1,2151,260</u> multiplied by a density factor of 3.5 multiplied by Gross Acres
------------------------------------	--

Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	\$430 <u>450</u> per SAC Unit
B-Line Special Connection Charge	\$1,140 <u>1,180</u> per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$540 <u>560</u>
6 inch	\$920 <u>950</u>
8 inch	\$1,625 <u>1,680</u>
10 inch	\$2,545 <u>2,630</u>
12 inch	\$3,660 <u>3,790</u>

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,130 <u>1,170</u> multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,130 <u>1,170</u> multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,130 <u>1,170</u> multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,130 <u>1,170</u> multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area <u>by 43,560 to express in square feet. Then multiply the square footage</u> by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area

	required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by <u>\$1,4301,170.</u>
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area <u>by 43,560 to express in square feet. Then mulitpy the square footage</u> by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by <u>\$1,4301,170.</u>
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area <u>by 43,560 to express in square feet. Then mulitpy the square footage</u> by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by <u>\$1,4301,170.</u>
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area <u>by 43,560 to express in square feet. Then mulitpy the square footage</u> by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by <u>\$1,4301,170.</u>
In the Mixed Use – Residential and in	The fee shall be calculated with

the Mixed Use - Commercial Zoning Districts	respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.
---	--

Fees Payable At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee (Northwest Area)	\$3,1153,220 per SAC Unit
Water Treatment Plant Fee (Northwest Area)	\$670-690 per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,6451,700
1 ½ inch	\$3,6903,820
2 inch	\$6,5506,780
3 inch	\$14,73015,250
4 inch	\$26,21027,130
6 inch (or larger)	\$61,44063,590

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,8251,920 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,8251,920 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,8251,920 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,8251,920 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning	The fee shall be calculated as

Districts	follows. First, multiply the Net Developable Area <u>by 43,560 to express in square feet. Then mulitpy the square footage</u> by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by <u>\$1,8251,920.</u>
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area <u>by 43,560 to express in square feet. Then mulitpy the square footage</u> by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by <u>\$1,8251,920.</u>
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area <u>by 43,560 to express in square feet. Then mulitpy the square footage</u> by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by <u>\$1,8251,920.</u>
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area <u>by 43,560 to express in square feet. Then mulitpy the square footage</u> by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area

	required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,8251,920.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	\$5,0405,290 per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$530550
6 inch	\$900930
8 inch	\$1,5951,650
10 inch	\$2,5002,590
12 inch	\$3,5853,710

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	\$11,98512,580 per acre multiplied by the Net Developable Area
In the R-3B and R-3C Zoning Districts	\$12,26512,880 per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	\$13,76514,450 per acre multiplied by the Net Developable Area

In the B-2, B-3 and B-4 Zoning Districts	\$ 13,390 14,060 per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	\$ 13,015 13,670 per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	\$ 12,265 12,880 per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	\$ 12,265 12,880 per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	\$ 13,015 13,670 per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

\$~~4,245~~4,390 per acre for water trunk line area benefit

\$~~4,245~~4,390 per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 4. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		\$0
Conditional Use Permit, Impervious surface single family residential	\$250		\$1,500
Conditional Use Permit, other	\$500		\$3,000
Conditional Use Permit, other – amendment	\$150		\$1,000
Comprehensive Plan Amendment	\$500	\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500

Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$500
Variance - Residential	\$200		\$0
Variance - Commercial	\$200		
Planned Unit Development Preliminary	\$1,000 + plat fees		\$5,000
Final	\$500		\$3,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$3,000
Preliminary Plat	\$250/+ \$5 per lot		\$3,000
Final Plat – single family	\$350	\$25/lot	\$3,000
Final Plat - other	\$200	\$100/acre	\$3,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	\$500
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		
Interim Use Permit	\$500		\$1,250
Non Conforming Use Certificate	\$500		\$1,250

(Ord. 1180, 12-10-2007)

Section 4. Effective Date. This Ordinance shall be in full force and effect on January 1, 201~~6~~7 and after its passage and publication according to law.

Passed this 14~~2~~th day of December, 201~~5~~6.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DAN LENCOWSKI

Meeting Date: November 14, 2016
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Resolutions relating to Variances to allow an accessory structure over 1,000 square feet and to allow a setback of 17.7 feet where as 50 feet is required for property located at 9311 Rich Valley Boulevard:

- Requires 3/5th's vote.
- 60-day deadline: November 25, 2016 (first 60 days)

SUMMARY

The applicant is proposing to add onto an existing detached accessory building. The proposed addition would expand the building to 1,100 square feet in size. The structure is located 17.7 feet from the side property line. The addition would extend along the established setback line and would be no closer to the property line. Accessory structures over 1,000 square feet require a setback of 50 feet.

ANALYSIS

The accessory structure was constructed in 1969. It is not known what the setback requirements were at that time. Currently, side yard setbacks in the Agricultural district are 25 feet.

When Council acted to allow larger accessory structures, they determined that these structures could have a greater impact on abutting properties and therefore required a 50 foot setback. It seems reasonable to allow an addition along the established setback line since the structures on the abutting lots are over 1,000 feet away. Staff does not feel it is reasonable to allow an accessory structure over 1,000 square feet at the current setback when larger structures are to have larger setbacks.

RECOMMENDATION

Planning Division. Recommends approval of the variance to allow the expansion along the 17.7 foot setback for a structure less than 1,000 square feet in size. Staff does not recommend approval of the variance to allow the 1,100 square foot accessory structure at the current setback.

Planning Commission. Also recommended approval of the setback variance for a structure less than 1,000 square feet and denial of the size variance since no practical difficulty could be found to support allowing the current setback for a larger structure than is to have a 50 foot setback.

Attachments: Resolution Approving the Setback Variance
 Resolution Denying the Size Variance
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. 16-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A SETBACK OF 17.7 FEET FOR AN
EXPANSION OF AN ACCESSORY STRUCTURE UP TO 1,000 SQUARE FEET IN SIZE**

**CASE NO. 16-45V
(Dan Lencowski)**

Property located at 9311 Rich Valley Boulevard and legally described as follows:

PT OF SW 1/4 OF NE 1/4 COM AT INT OF E LINE & CEN OF CANNON FALLS ROAD #5 N
65D 15S W ALONG RD 132.02 FT S 426.93 FT E 120 FT N 371.66 FT TO BEG, ALL IN SECTION
19, TOWNSHIP 27N, RANGE 22W, DAKOTA COUNTY, MINNESOTA

WHEREAS, an application has been received for a variance to allow a setback of 17.7 feet for an expansion of an accessory structure up to 1,000 square feet in size;

WHEREAS, the afore described property is zoned A, Agricultural;

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 November 1, 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 size and location of the accessory building does not appear to have any adverse impacts on the neighboring properties.
- b. The accessory structure was in existence prior to the zoning ordinance being adopted.
- b. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 17.7 foot side yard setback for an expansion of an accessory structure up to 1,000 square feet in size is hereby approved with the following conditions:

- 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Division.
- 2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or home occupations.
- 3. A grading/erosion control plan may be required at the time of the building permit application and approved by the City Engineer.

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 14th day of November, 2016.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO ALLOW AN ACCESSORY STRUCTURE
OVER 1,000 SQUARE FEET IN SIZE**

**CASE NO. 16-45V
(Dan Lencowski)**

Property located at 9311 Rich Valley Boulevard and legally described as follows:

PT OF SW 1/4 OF NE 1/4 COM AT INT OF E LINE & CEN OF CANNON FALLS ROAD
#5 N 65D 15S W ALONG RD 132.02 FT S 426.93 FT E 120 FT N 371.66 FT TO BEG, ALL IN
SECTION 19, TOWNSHIP 27N, RANGE 22W, DAKOTA COUNTY, MINNESOTA

WHEREAS, an application has been received for a variance to allow a detached
accessory structure over 1,000 square feet in size;

WHEREAS, the afore described property is zoned A, Agricultural;

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 November 1, 2016 in accordance with City Code Section City Code 10-3-3:C;

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

1. The Council has determined larger accessory structures can be allowed on larger lots, but, larger structures have a greater potential for negatively impacting neighboring properties and therefore require a greater setback.
2. Expanding the structure over 1,000 sq. ft., thus requiring the 50 foot setback, could be considered a circumstance created by the landowner and does not meet variance criteria.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an accessory structure over 1,000 square feet is hereby denied.

Adopted by the City Council of Inver Grove Heights this 14th day of November, 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: November 1, 2016

SUBJECT: **DAN LENCOWSKI – CASE NO. 16-45V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow an accessory building to be larger than 1,000 square feet and for the structure to be located 17 feet from the side lot line whereas 50 feet is required, for the property located at 9311 Rich Valley Boulevard. 7 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to construct an addition to an existing detached accessory structure. The current detached structure is 528 square feet in size, and the applicant is proposing to add 572 square feet for a total of 1,100 square feet. The existing setback is 17.7 feet from the side property line whereas the required setback is 25 feet for structures under 1,000 square feet in size and 50 feet for structures larger than 1,000 gross square feet. The house was built in 1950 and the garage was built in 1969. It is unclear what the required setback was at the time; most of the homes in the neighborhood were built prior to the zoning ordinance being in effect. Staff feels an expansion along the established setback line of 17.7 feet seems reasonable as long as the structure stays at 1,000 square feet or less. However, expanding the structure above 1,000 square feet does not appear to be consistent with the intent of Council's action to require greater setbacks for larger buildings because of the potential for greater impact to abutting properties. Staff recommends approval of the expansion along the established 17.7 foot setback provided the structure is no larger than 1,000 square feet.

Commissioner Simon asked if the 528 square foot structure size included the small shed on the property line.

Mr. Hunting replied it only includes the one structure they are proposing to add onto.

Commissioner Simon asked if the small shed on the property line would be considered a second structure.

Mr. Hunting stated both sheds would be grandfathered in because they were there prior to the ordinance going into effect. At this point staff is only dealing with the shed they are proposing to add onto.

Commissioner Niemioja noted that staff had not stated a practical difficulty.

Mr. Hunting stated since staff is supportive of one variance and not the other they are asking the

Planning Commission to choose their own practical difficulty.

Commissioner Robertson noted that an 1,100 square foot building requires a significantly larger setback than a 1,000 square foot building.

Chair Maggi asked what the topography was like on the vacant lot to the west.

Mr. Hunting replied he was unsure.

Opening of Public Hearing

Dan Lencowski, 9311 Rich Valley Boulevard, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Lencowski replied in the affirmative. He appreciated staff's support of the setback variance and explained why he would like the size variance as well. He advised that the additional 100 feet would allow him to build width-wise as well and would give him the room necessary to accommodate his future needs in regard to vehicle storage, would make the garage more aesthetically appealing and uniform to the house, and would improve the appearance of his home as he could remove the vehicles from his driveway.

Chair Maggi asked for clarification of the additional accessory building on the property line.

Mr. Lencowski replied that he had never measured the shed in question, but believed it was about 200 square feet. He advised that the neighboring property owner on that side was in full support of his request. He added that there were thick trees and aggressive grade changes in the area.

Commissioner Lissarrague asked how close the smaller shed was to the property line.

Mr. Lencowski replied that it was on the property line.

Commissioner Therrien asked the applicant why he needed the proposed addition to be so deep.

Mr. Lencowski replied that the additional depth would allow him to pull vehicles in and work on them.

Commissioner Therrien advised the applicant that he would have an easier time getting his request approved if he could keep the total square footage under 1,000. He suggested he reduce it to 24' x 19.8' or 22' x 21.4' which would still provide the architectural look on the front.

Mr. Lencowski stated he would prefer the additional 100 square feet.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi suggested they vote on the two variances separately.

Commissioner Simon stated if they support one of the variances but not the other their recommendation could be conflicting.

Commissioner Wippermann suggested they eliminate the words 'greater than' and just recommend allowing a 17.7 foot setback for an accessory structure 1,000 square feet in size or less.

Planning Commission Recommendation

Motion by Commissioner Therrien, second by Commissioner Lissarrague, to approve the request for a variance to allow a 17.7 foot setback for an accessory structure 1,000 square feet or less, with the practical difficulty being that they were only allowed to have one accessory structure, for the property located at 9311 Rich Valley Boulevard.

Chair Maggi added an additional practical difficulty that the building was in existence prior to the zoning ordinance.

Motion carried (9/0).

Commissioner Simon asked if the Planning Commission were allowed to change the wording of the variance in their recommendation.

Mr. Hunting replied in the affirmative.

Motion by Commissioner Robertson, second by Commissioner Niemioja, to deny the variance to allow an accessory structure greater than 1,000 square feet in size, for the property located at 9311 Rich Valley Boulevard.

Motion carried (9/0). This item goes to the City Council on November 14, 2016.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: October 28, 2016

CASE NO: 16-45V

HEARING DATE: November 1, 2016

APPLICANT/PROPERTY OWNER: Dan Lencowski

REQUEST: A Variance from maximum accessory structure size and from side yard setback

LOCATION: 9311 Rich Valley Boulevard

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to construct an addition to an existing detached accessory structure. The current structure is 528 square feet in size. The request is to expand the existing structure by 572 square feet to a total size of 1,100 square feet. The property is zoned A, Agricultural and is 1.1 acres in size. Lots zoned Agricultural with lots less than 2.5 acres in size are allowed a maximum of one accessory structure not to exceed 1,000 gross square feet. In all districts, accessory structures greater than 1,000 square feet in size require a minimum setback from all property lines of 50 feet. The current accessory structure is setback 17.7 feet from the side property line. Side yard setback in the Agricultural district is 50 feet.

The house on the property was constructed in 1950. Our permit records indicate the garage was built in 1969. It is unclear what the required setback was at the time. Many of the lots in the area were created before any city ordinances were in effect as many of the homes in the area were built in the early 1950's and 1960's.

EVALUATION OF THE REQUEST

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

North – Large lot residential, church; zoned A, E-1/PUD, P; guided RDR, Public Open Space.
East - Large lot residential; zoned A; guided RDR
West – Large lot residential; zoned A, E-1/PUD; RDR
South – Large lot residential; zoned A; guided RDR

VARIANCE REVIEW

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request 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 zoning code provides for different size accessory structures in relation to lot size. The Council felt larger accessory structures could be allowed on larger lots, but, larger structures had a greater potential for negatively impacting neighboring properties and therefore required a greater setback. An expansion of the structure up to 1,000 square feet along the existing setback line would seem reasonable and consistent with the intent of the ordinance. The RDR designation is intended for large lot residential and agricultural uses on lots without city sewer and water. Allowing the addition would be consistent with the comprehensive plan.

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

The existing garage was constructed in 1969 and it is unclear what the required setbacks were at the time. It would seem reasonable to allow some expansion along the existing established setback line provided the building goes no closer to the property line. Expanding the structure greater than 1,000 square feet as a reasonable use may be questionable as this has a greater impact on required setbacks established recently to address potential greater impacts of larger accessory structures. The properties immediately to the east and to the southeast have houses over 1,000 feet away from the proposed garage addition.

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

The landowner purchased the property with a garage that was built with a permit but does not meet current setbacks. It does not seem practical to require the 25 foot required setback (structures 1,000 sq ft or less) for an expansion along an established setback line. Expanding the structure over 1,000 sq. ft., thus requiring the 50 foot setback, could be considered a circumstance created by the landowner and does not meet variance criteria.

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

The surrounding area is developed with residential homes on large lots. Accessory structures would be a typical accessory use. Allowing an expansion of the structure would not alter the essential character of the neighborhood.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for either of these requests.

ALTERNATIVES

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

- Approval of a **Variance** to allow for an accessory structure greater than 1,000 square feet in size subject to the following conditions:

1. The site shall be developed in substantial conformance with the Site Plan dated 9/26/16 on file with the Planning Division except as modified herein.

Practical difficulty: Planning Commission to state practical difficulty.

- Approval of a **Variance** to allow a 17.7 foot setback for an accessory structure greater than 1,000 square feet in size, whereas 50 feet is required subject to the following conditions:

1. The site shall be developed in substantial conformance with the Site Plan dated 9/26/16 on file with the Planning Division except as modified herein.

Practical difficulty: Planning Commission to state practical difficulty

- 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

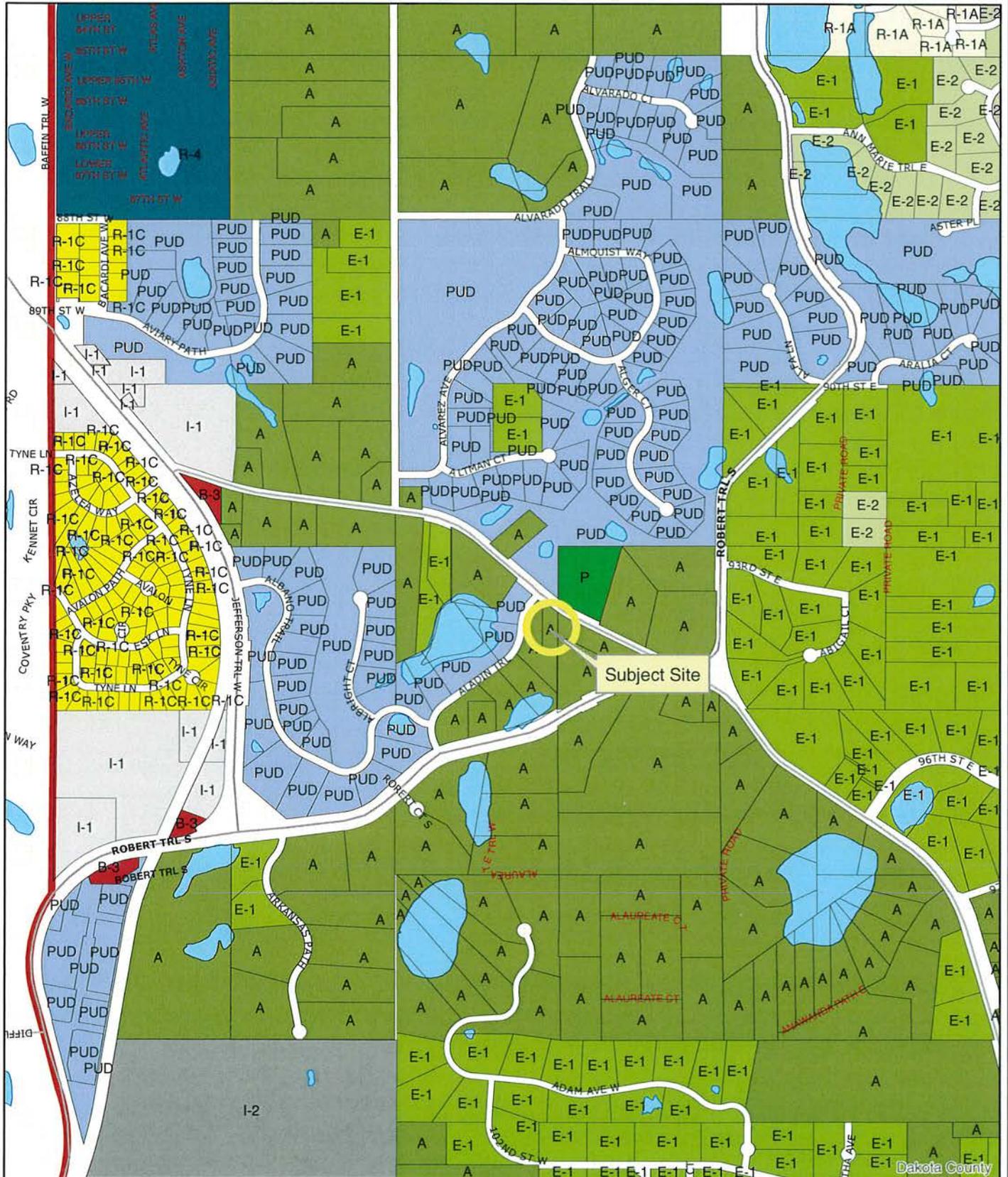
Staff feels an expansion along the established setback line of 17.7 feet seems reasonable as long as the structure stays at 1,000 square feet or less. Expanding the structure above 1,000 square feet, thus requiring the 50 foot setback, does not appear to be consistent with the intent of Council's action to require greater setbacks for larger buildings because of the potential for greater impact to abutting properties. Staff recommends approval of the expansion along the established 17.7 foot setback provided the structure is no larger than 1,000 square feet.

Attachments: Exhibit A –Location Map
Exhibit B – Narrative
Exhibit C – Site Plan
Exhibit D - Construction Plan



Location Map

Case No. 16-45V



Request for Variance

To whom this may concern,

I am requesting a variance from zoning restrictions in accordance with Inver Grove Heights City Code Title 10-3-4. My property is located at 9311 Rich Valley Blvd which is zoned as Agriculture District. I would like to add on to my garage. Currently, the garage is 24' deep by 22' wide and would like to add on 22' deep by 26' wide. The current garage structure is approximately 17.7 feet from the side property line. The new garage would extent straight back and would not encroach the side property line any more than the current garage (see Construction Plans for more details). Title 10-7-2 requires a side yard setback of 25 feet or 50 feet for accessory structures that are greater than 1,000 square feet. The Code is impossible and results in practical difficulty due to the narrowness of lot.

We would use the variance in a reasonable manner. With a bigger garage, we would be able to store and do maintenance on our vehicles, lawn equipment, and recreation vehicles in doors. Also, this would improve the appearance for the community and have many other benefits. This variance would be in harmony with the general purposes and intent of the zoning ordinances and is consistent with the Comprehensive Plan. The variance would not alter the essential character of the locality. We purchased this house in April and have not brought on any self-created hardships.

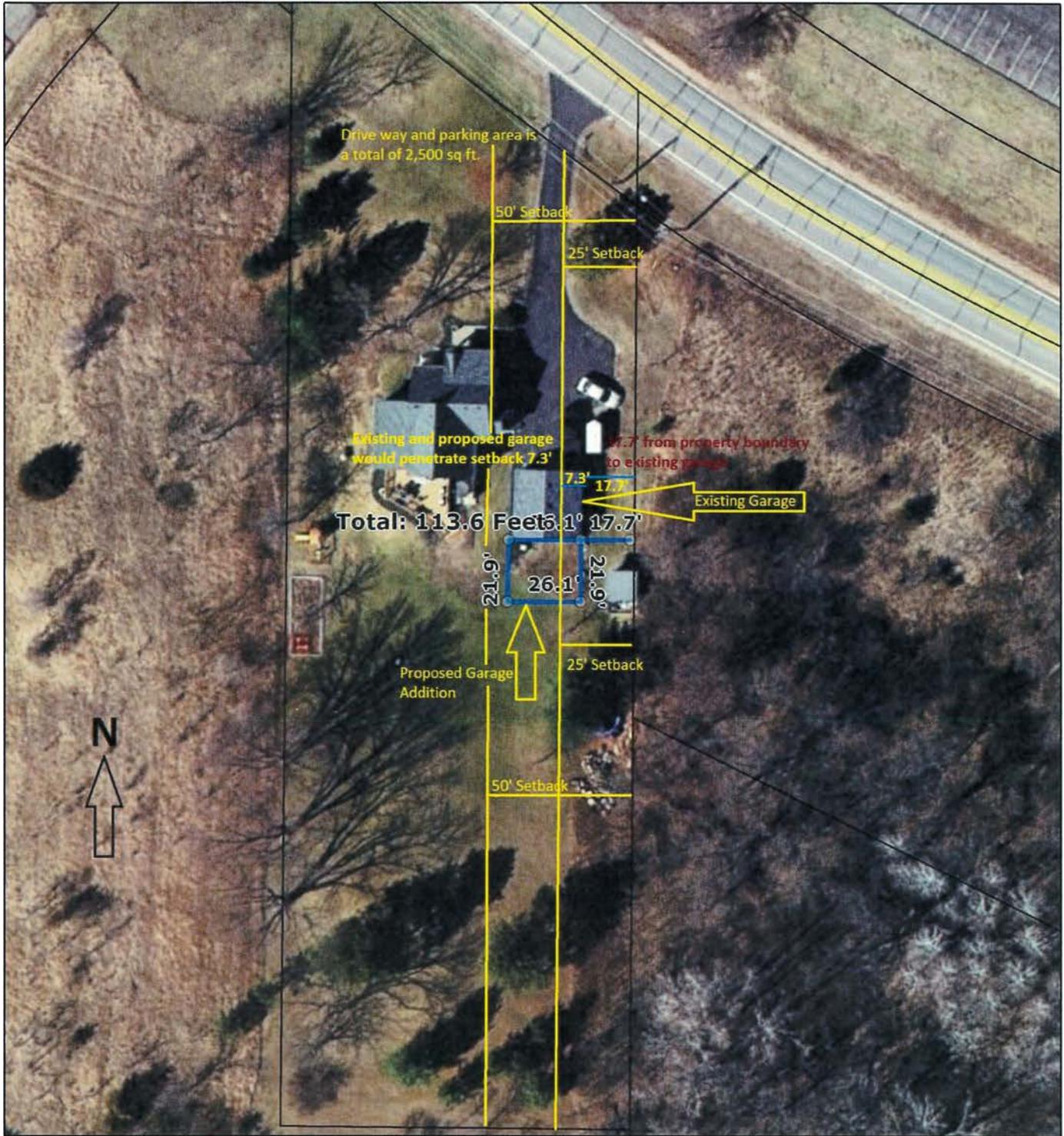
The adjacent property owner is David Aymond, and their address is 9401 Rich Valley Blvd. The property directly across the street is the Mariana Ranch Trails owned by the City of Inver Grove Heights (9236 Rich Valley Blvd). Also, across the street is property owned by Berea Lutheran Church at 9308 Rich Valley Blvd.

Thanks,

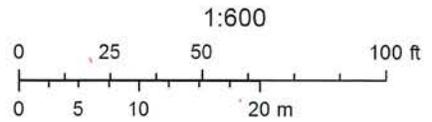
A handwritten signature in black ink, appearing to read 'DL', with a horizontal line extending to the right.

Dan Lencowski

Dakota County, MN

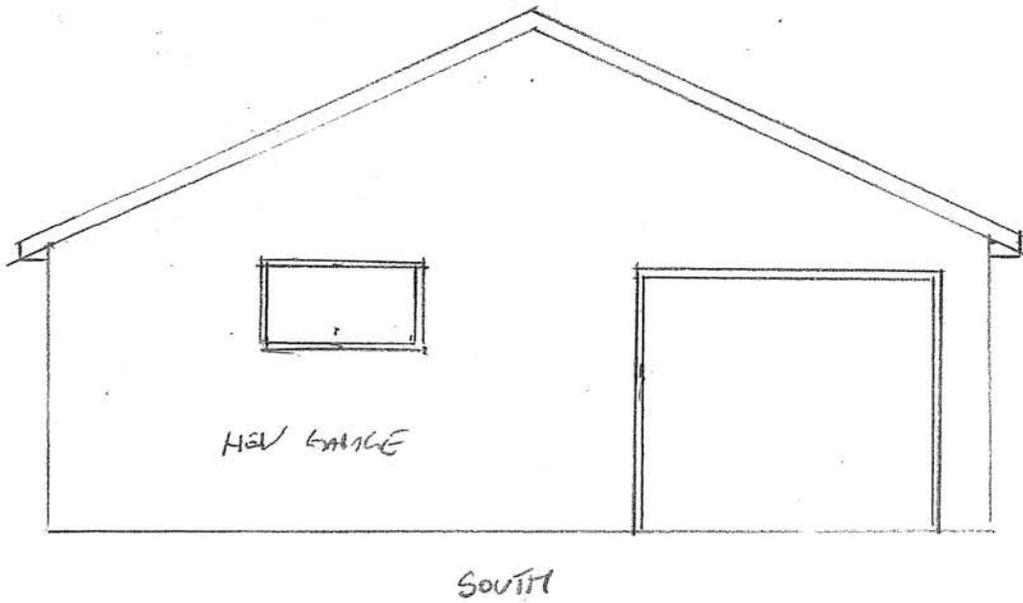
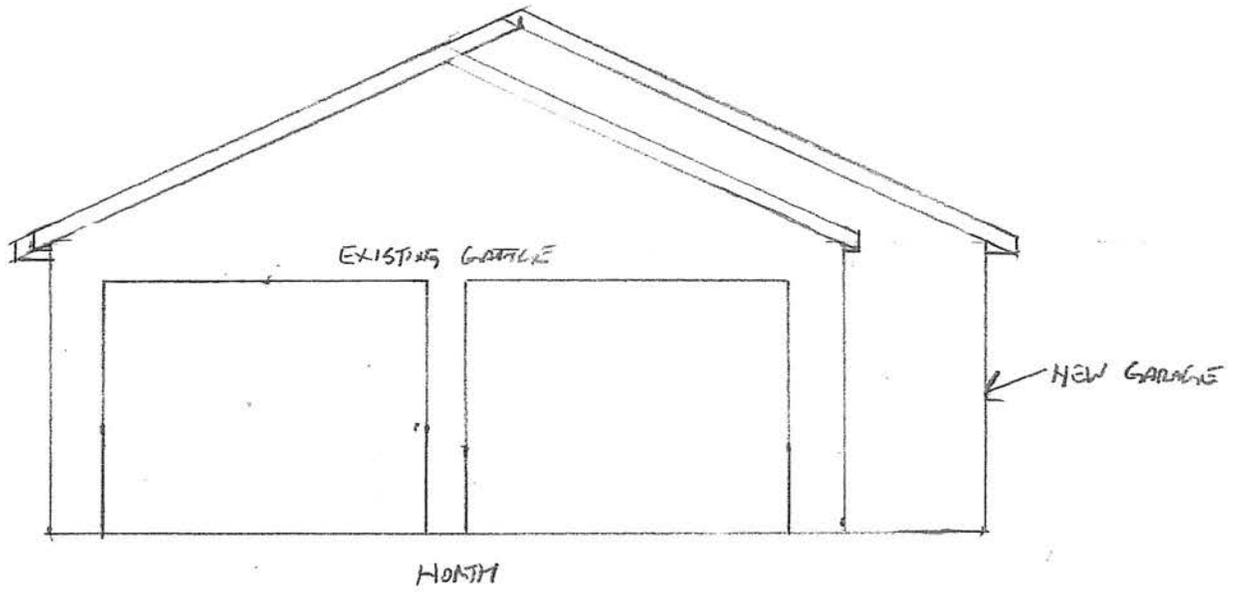


September 24, 2016



Property Information

Construction Plans

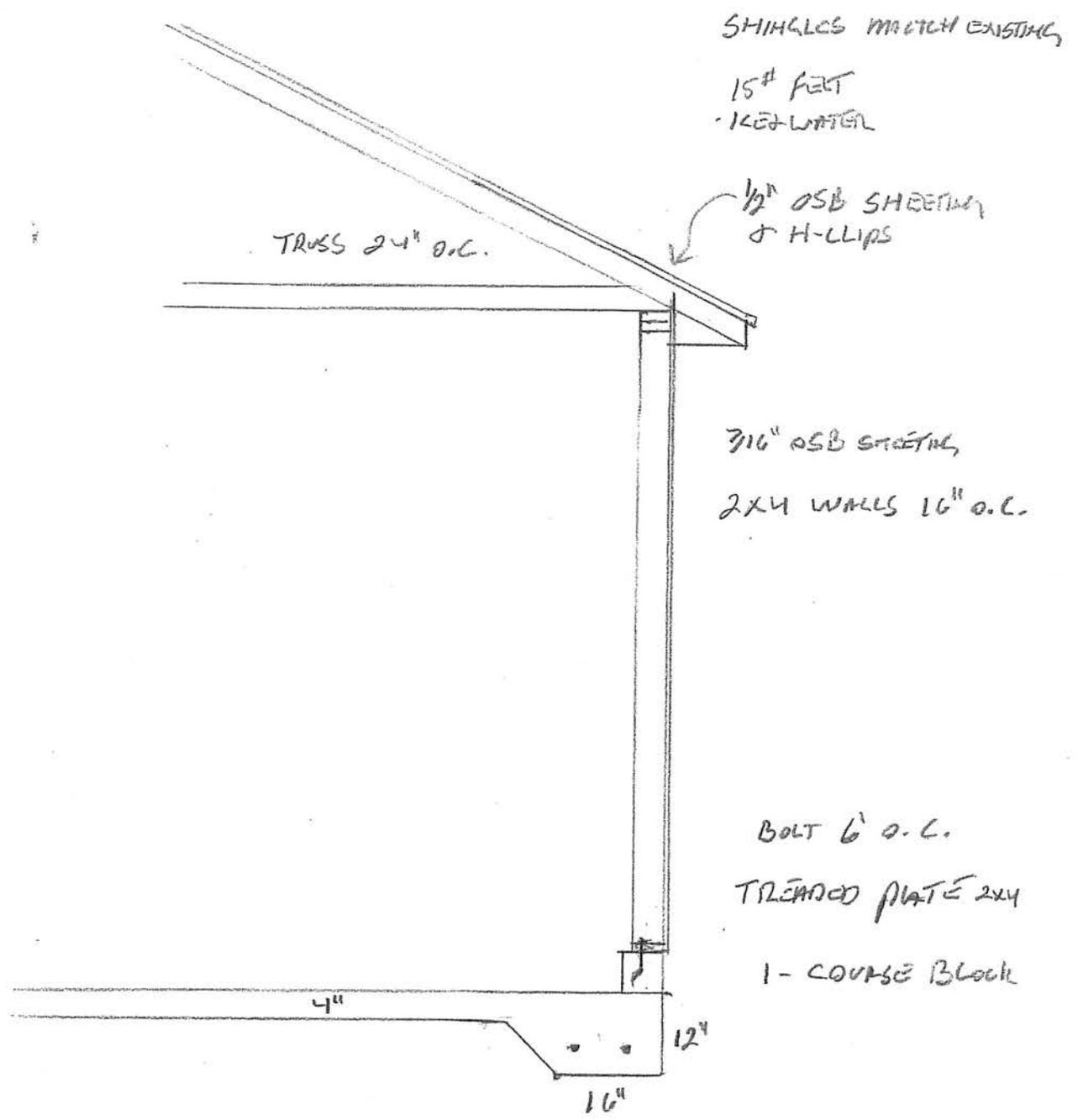


DAVID LEHCOWSKI
9311 RICH VALLEY BLVD
FARM MINN 55077

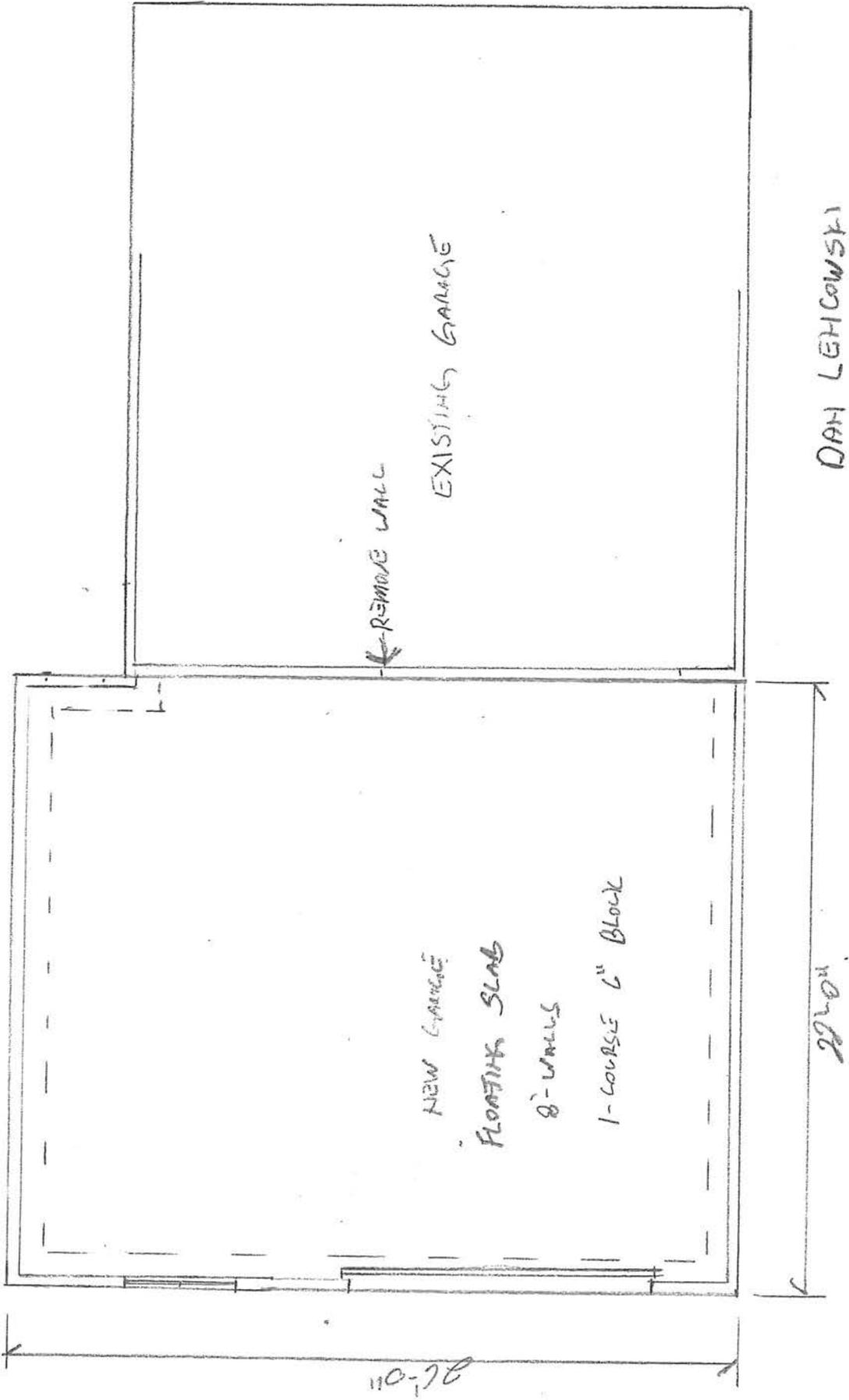
Lic. BC679360



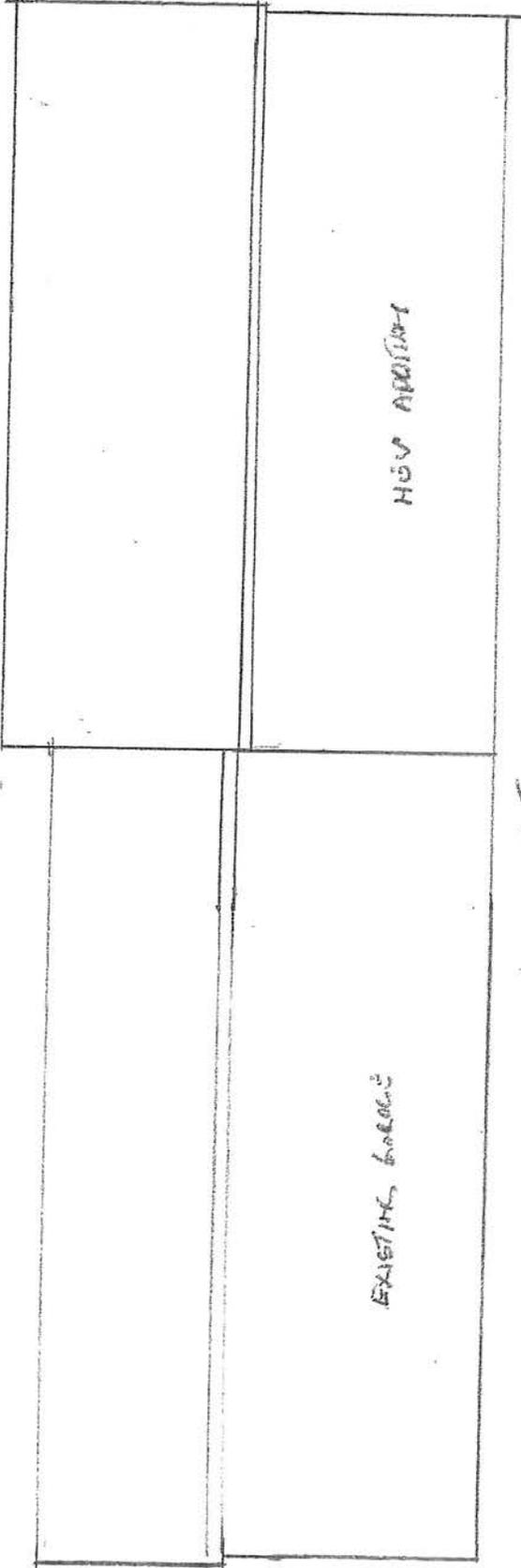
Mark G. Kryzer
(651) 450-1653 . Cell (612) 414-5466
kryzerbltrs@gmail.com
6316 Bachman Circle Inver Grove Heights, MN 55077



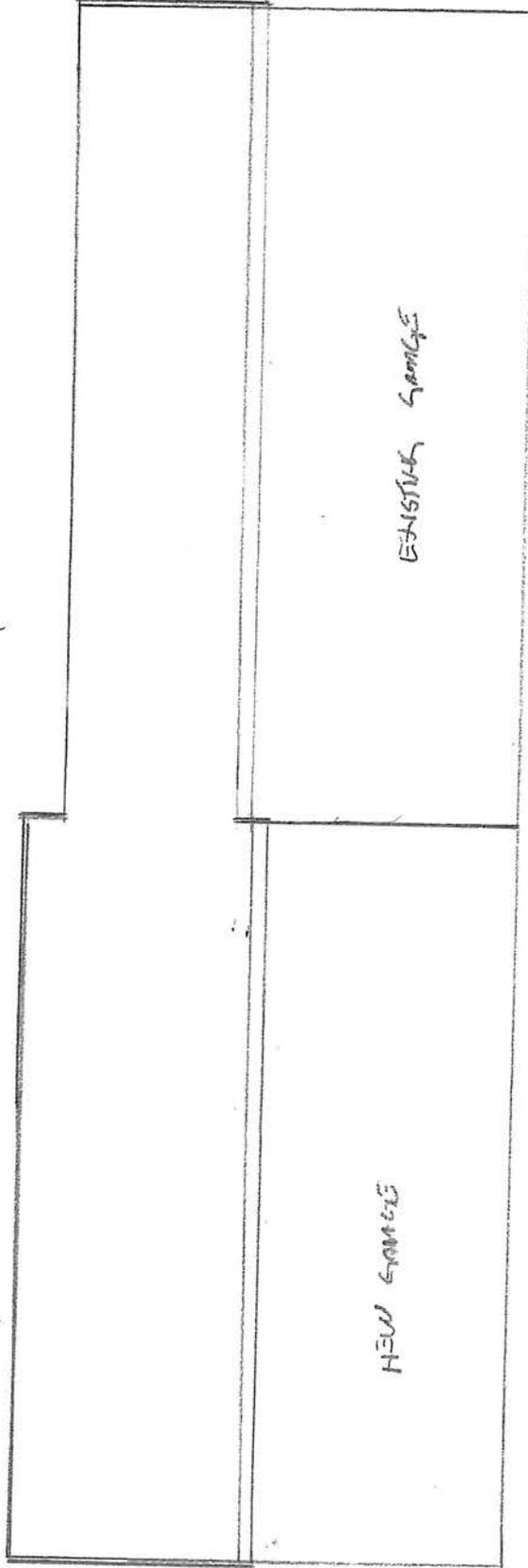
SECTION



DAN LEHCOWSKI
9311 RICH VALLEY BUD
EGH MH 56077



WEST



EAST

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JEFF BURNS – Case No. 16-46V

Meeting Date: November 14, 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 a garage addition to be located 44 feet from the property line whereas 50 feet is required for property located at 10405 Andrea Trail.

- Requires 3/5th's vote.
- 60-day deadline: November 29, 2016 (first 60-days)

SUMMARY

The applicant is requesting a variance from the side yard setback to construct a 631 square foot addition onto the existing detached garage. Including the addition, the building would be 1,557 gross square feet in size and would be 44 feet from the side property line whereas 50 feet is the required setback for structures larger than 1,000 square feet. The addition would comply with all other setbacks, size, impervious surface and exterior building material requirements.

The existing detached structure is a unique shape and in order to maintain the same roof line the addition is located six feet from the front of the building. Moving the addition forward six feet would change the roof line and would result in unusable space in the back of the addition. If the addition was kept in line with the back portion of the existing garage a variance would still be necessary due to the angle of the garage in relation to the property line.

Due to the topography of the property, the existing trees, and the location of the existing garage, the addition would be difficult to see from any of the abutting properties or from the street. Staff believes the request is unique in that the property most affected by the variance is a cemetery and there would be little to no impact to the abutting properties. Staff believes the request is in harmony with the general purpose of the City Code and intent of the Comprehensive Plan. Additionally, a detached garage complying with all other code requirements is a reasonable request for the 2.69 acre property.

Planning Staff: Based on the information provided staff recommends approval of the variance request with the conditions listed in the attached resolution.

Planning Commission: At the November 1, 2016 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (9-0).

Attachments: Variance resolution
 PC recommendation
 Planning staff report

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

RESOLUTION NO. 16-_____

**RESOLUTION APPROVING A VARIANCE FROM THE SIDE YARD SETBACK
REQUIREMENTS TO ALLOW A GARAGE TO BE LOCATED 44 FEET FROM THE
PROPERTY LINE WHEREAS 50 FEET IS REQUIRED**

CASE NO. 16-46V

Jeff Burns

Property located at 10405 Andrea Trail and legally described as follows:

**Lot 15, Block 1, Inver Hills 9th Addition, according to the recorded plat,
Dakota County, Minnesota**

WHEREAS, an application has been received for a variance to allow an addition to the accessory structure to be located within the 50 foot side yard setback requirement for structures larger than 1,000 square feet;

WHEREAS, the afore described property is zoned E-1, Estate 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 November 1, 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 most directly affected by the variance is a cemetery. The reduced side yard setback allows the property to be used in a reasonable manner and does not appear to have an adverse impact on the abutting properties.
- b. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- c. The property is unique in that the physical condition of the property in conjunction with the location of the existing detached structure limits the buildable area to maximize the size the structure without the need of a setback variance.
- d. The existing detached structure is a unique shape and in order to maintain the same roof line the addition is located six feet from the front of the building. All other setbacks, size, impervious surface and exterior building material requirements have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow the addition to be located within the 50 foot side yard setback is hereby approved with the following conditions:

- 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
- 2. A grading/erosion control plan will be required at the time of the building permit application.

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 14th day of November, 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: November 1, 2016
SUBJECT: **JEFF BURNS – CASE NO. 16-46V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow a detached accessory building 44 feet from the side lot line whereas 50 feet is the required setback, for the property located at 10405 Andrea Trail. 6 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a variance from the side yard setback to construct a 631 square foot addition onto the existing detached garage. The building would be 1,557 gross square feet in size and would be 44 feet from the side property line whereas 50 feet is the required setback for structures larger than 1,000 square feet. The existing detached garage is a unique shape and in order to maintain the same roof line of the existing structure the addition is setback six feet from the front of the building. Moving the addition forward six feet would change the roof line visually and would result in unusable space in the back of the addition. If the addition was kept in line with the back portion of the existing garage a variance would still be necessary due to the angle of the garage in relation to the property line. Due to the topography of the property, the existing trees, and the location of the existing garage, the addition would be difficult to see from any of the abutting property owners or from the street. Staff believes the request is unique in that the property most affected by the variance is the cemetery and there would be little to no impact to the abutting properties. Staff recommends approval of the request with the two conditions listed in the report. Included in the packet is an email from the property owner to the south that is in support of the request.

Opening of Public Hearing

Jeff Burns, 10405 Andrea Trail, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Burns replied in the affirmative.

Commissioner Robertson asked how far in either direction they would have to move the proposed addition in order to meet the 50 foot setback.

Mr. Burns replied they would have to take approximately six feet off the corner. He stated if he moved the building forward it would not look right architecturally.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi stated the practical difficulty was that moving the addition in order to meet the 50 foot setback would not work.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Robertson, to approve the request for a variance to allow a garage addition to be located 44 feet from the side lot line whereas 50 feet is required, for the property located at 10405 Andrea Trail, with the two conditions listed in the report with the practical difficulty being the owner is not able to add onto to the garage without a variance based on the current location of the existing structure.

Motion carried (9/0). This item goes to the City Council on November 14, 2016.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: October 25, 2016 **CASE NO.:** 16-46V
HEARING DATE: November 1, 2016
APPLICANT AND PROPERTY OWNER: Jeff Burns
REQUEST: A variance from the side yard setback requirements
LOCATION: 10405 Andrea Trail
COMP PLAN: RDR, Rural Density Residential
ZONING: E-1, Estate Residential
REVIEWING DIVISIONS: Planning **PREPARED BY:**  Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a variance from the side yard setback to construct a 631 square foot addition onto the existing detached garage. The property is 2.69 acres in size. The lot is allowed one detached accessory building up to 1,600 square feet in size. Including the proposed addition, the detached accessory building would be 1,557 gross square feet. The addition would be 44 feet from the side property line whereas 50 feet is the required setback for structures larger than 1,000 square feet. The accessory building would be in compliance with all other setback, size, siding, and impervious surface requirements.

The applicant stated the additional garage space would be for his own personal use. Per the covenants in the development, outside storage of trailers is not allowed. The addition is designed to match the architectural elements of the existing structure.

SPECIFIC REQUEST

The following specific application is being requested:

- 1) A variance from the side yard setback requirement to construct a garage addition 44 feet from the property line whereas 50 feet is required for detached structures larger than 1,000 square feet in size.

SURROUNDING USES:

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

North: Single family; zoned E-1, Estate Residential; guided RDR, Rural Density Residential
East Single family; zoned E-1, Estate Residential; guided RDR, Rural Density Residential
West Single family; zoned E-1, Estate Residential; guided RDR, Rural Density Residential
South Cemetery; zoned P, Public/Institutional; guided P, Public

EVALUATION OF REQUEST:

City Code Title 10, 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 to encroach into the front setback is reviewed below against those criteria.

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

The request is consistent with the comprehensive plan as the property would continue to be utilized as a residential lot. In respect to the use of the land, impervious surface, other setbacks and code requirements, the request is in harmony with the provisions in the zoning ordinance.

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

The six foot side yard setback variance would allow the applicant to utilize the property in a reasonable manner. A detached structure, that meets the maximum size requirements, is a reasonable use on a residential property. The size of the garage is not out of character for an acreage lot and it would be complying with siding, the number of accessory structures, and impervious surface requirements

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

The request is unique in that the property most directly affected by the variance is a cemetery, 21 acres in size. The 50 foot setback for accessory buildings over 1,000 square feet in size is in place to provide a buffer from the abutting properties. In this case the addition would still be 44 feet from the side property line and there would be about 600 feet between the accessory building and any improvements to the cemetery.

The existing detached garage is a unique shape; in order to maintain the same roof line of the structure the addition is setback six feet from the front of the building.

Moving the addition forward six feet changes the roof line along with creating unusable space in the rear of the garage. If the addition was kept in line with the back portion of the existing garage a variance would still be necessary due to the angle of the garage in relation to the rear property line.

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

One of the functions of setback requirements is to maintain consistency of structure placement and aesthetic qualities from street and neighboring views. The garage addition would blend in with the current structure, complying with size, siding, and impervious surface requirements. Due to the location of the existing structure and topography of the property the garage addition is heavily screened from view.

Staff does not believe the proposed addition would alter the essential character of the locality.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following alternatives available for the 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 conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. A grading/erosion control plan will be required at the time of the building permit application.

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

RECOMMENDATION

The request is not out of character of the neighborhood and it is consistent with the comprehensive plan. A detached garage is a typical improvement for a residential property. Staff believes a practical difficulty can be found for a side yard setback variance due to the location and direction of the existing structure in relation to the property line. The request is unique in that the property most affected by the variance is a cemetery, there would be little to no impact to the abutting property. Staff believes the request to expand the garage under

the allowed size requirements and have it be located 44' from the side property line is reasonable use of the property.

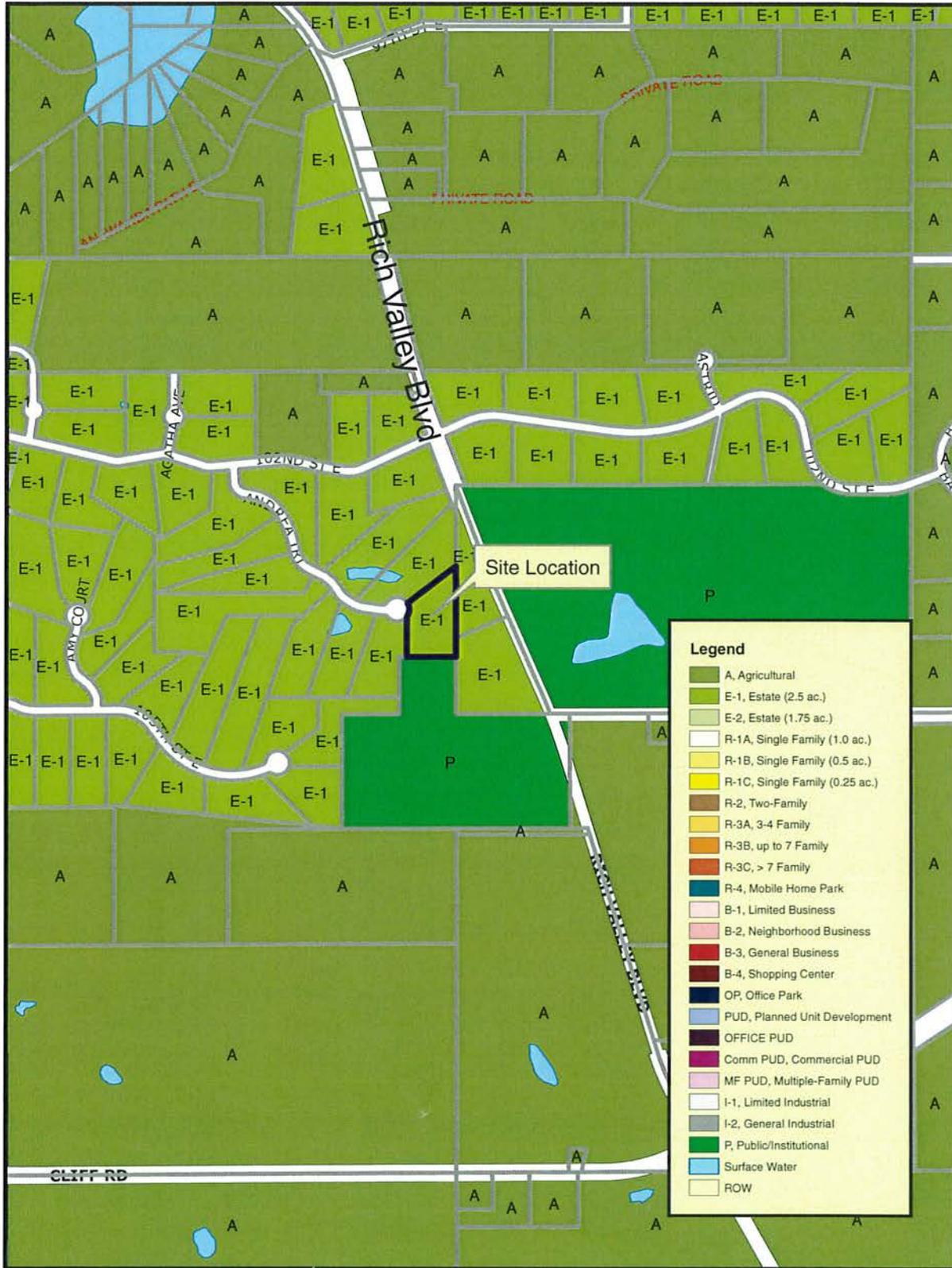
Staff believes that the variance criterion has been met and therefore recommends approval of the variance as presented with the conditions listed in Alternative A.

Attachments: Exhibit A – Location/Zoning Map
 Exhibit B – Applicant Narrative
 Exhibit C – Site Plan
 Exhibit E – Exterior Elevation
 Exhibit E- Email from abutting property owner



Jeff Burns - Case No. 16-46V

10405 Andrea Trail



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.
 Map produced by the City of Inver Grove Heights GIS Dept.
 Copyright © City of Inver Grove Heights 2016

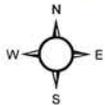


Exhibit A
 Zoning and Location Map
 Map not to scale

10405 Andrea Trail

Request for Setback Variance

With our hobbies and family activities we have a need for additional garage and storage space. We have evaluated several options and have determined that adding additional space to our existing detached garage building best suits our site and aesthetics of the area. The current garage space and additional storage space will be used in a manner permitted by the zoning ordinance.

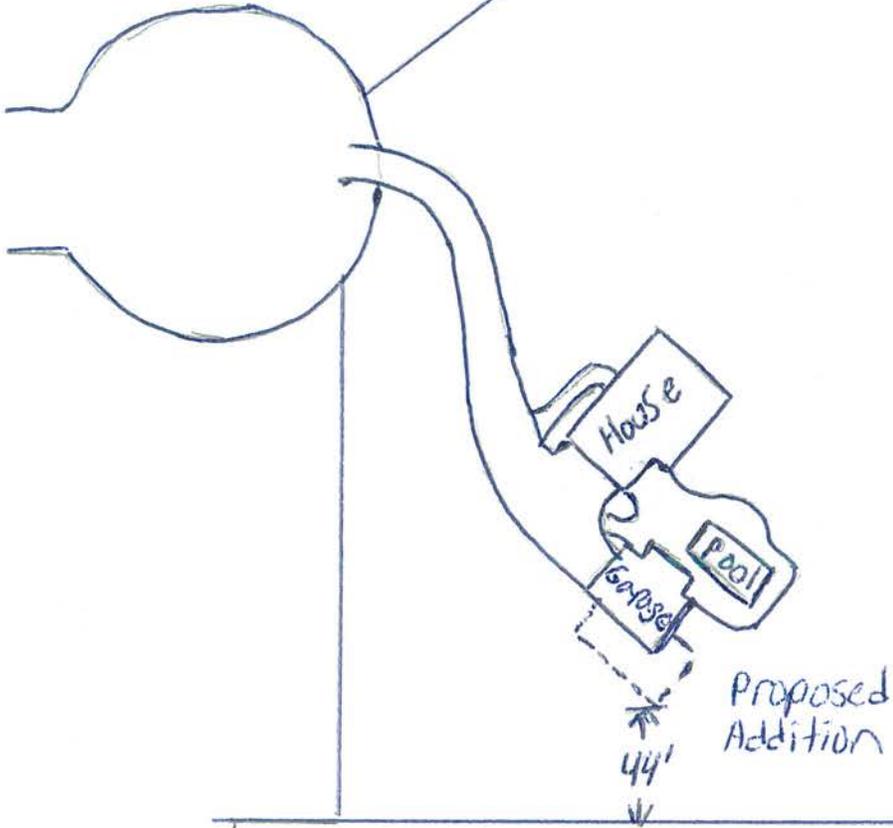
Inver Hills Ninth Addition is situated on land that was once a ski area. The elevation and slope of the lots have made building in this sub-division a challenge. Our home was constructed by a previous owner and presumably due to slope and lot shape was placed off-center and favoring the southern end of the lot. When the detached garage and pool were added they were placed in usable relation to the house which resulted in further bias of the buildings toward the southern lot line. The reason for the requested variance is that the proposed garage addition will have one corner of the structure 44 feet from the southern lot line (6 feet less than the required 50 foot setback). Other building configurations were explored in an attempt to alleviate the setback issue but none were found to be workable.

Our local area consists of homes with lot sizes in the 2-6 acre range. The buildings are very spread out and mostly sheltered from view by trees. As our neighbors have limited view and no other structures are close to this building, there should be no impact of the proposed addition or setback variance on neighbors or the local area. The roughly 22 acre parcel adjacent to our southern lot line is owned by St. Patrick Church/Cemetery with the Cemetery being separated from our property by approximately 4 acres of dense woods. St. Patrick Church/Cemetery should not be impacted by the addition or the variance.

Setback variances have been granted to some of our neighbors to meet challenging site conditions. As with previous variances, granting ours should not alter the essential character of the neighborhood.

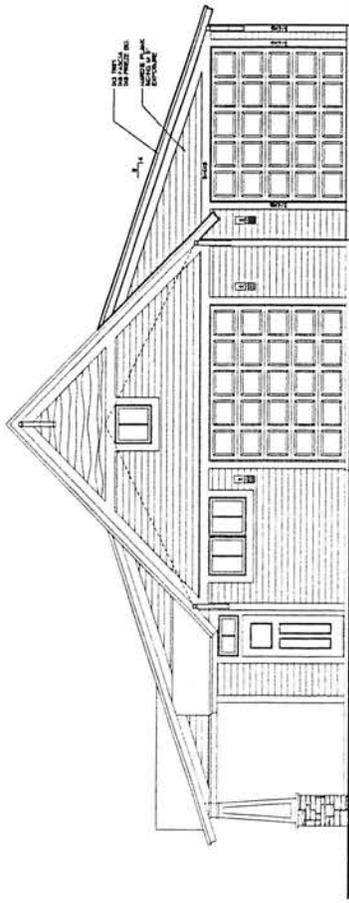
Thank you for your consideration,

Jeff & Jean Burns

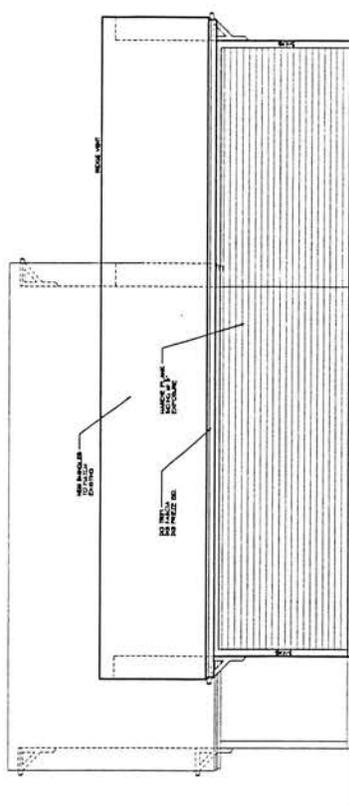


wooded undeveloped

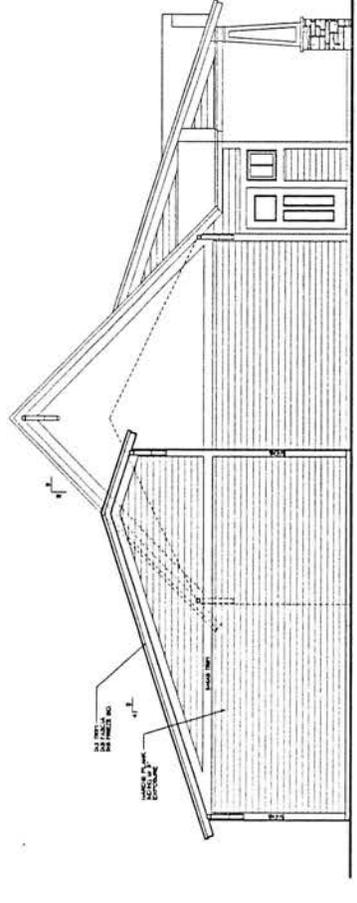
St. Patrick cemetery



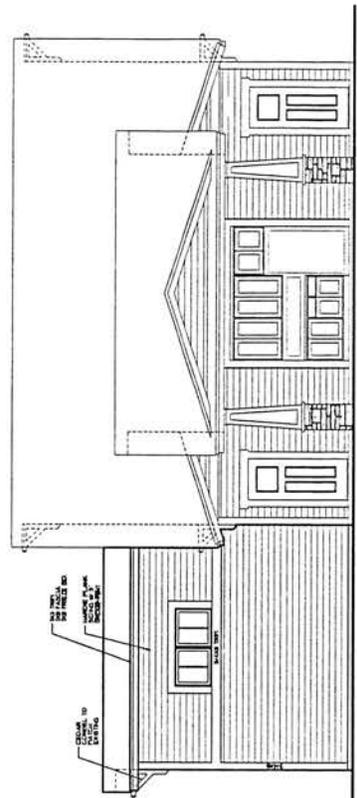
① DRIVE SIDE ELEVATION
SCALE 1/4" = 1'-0"



② END ELEVATION
SCALE 1/4" = 1'-0"



③ REAR ELEVATION
SCALE 1/4" = 1'-0"



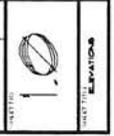
④ POOL SIDE ELEVATION
SCALE 1/4" = 1'-0"

J A A
 JOHNSON &
 ASSOCIATES
 ARCHITECTS
 4925 Hennepin Road
 Minneapolis, MN 55412
 Phone: 612.481.1422
 Fax: 612.481.1423
 Email: jaa@jaa.com

PERMIT NO. 2115
 PROJECT NO. 2115
 SHEET NO. 10

AMERICAN CLASSIC HOMES
 GARAGE ADDITION
 JEFF & JEAN BURNS
 10405 ANDREA TRAIL, MN 55077
 LOT 15 BLOCK 1 INVER HILLS 9TH ADDITION

DATE	NO.	BY
10/15/13	1	JAA
10/15/13	2	JAA
10/15/13	3	JAA
10/15/13	4	JAA
10/15/13	5	JAA
10/15/13	6	JAA
10/15/13	7	JAA
10/15/13	8	JAA
10/15/13	9	JAA
10/15/13	10	JAA
10/15/13	11	JAA
10/15/13	12	JAA
10/15/13	13	JAA
10/15/13	14	JAA
10/15/13	15	JAA
10/15/13	16	JAA
10/15/13	17	JAA
10/15/13	18	JAA
10/15/13	19	JAA
10/15/13	20	JAA
10/15/13	21	JAA
10/15/13	22	JAA
10/15/13	23	JAA
10/15/13	24	JAA
10/15/13	25	JAA
10/15/13	26	JAA
10/15/13	27	JAA
10/15/13	28	JAA
10/15/13	29	JAA
10/15/13	30	JAA
10/15/13	31	JAA
10/15/13	32	JAA
10/15/13	33	JAA
10/15/13	34	JAA
10/15/13	35	JAA
10/15/13	36	JAA
10/15/13	37	JAA
10/15/13	38	JAA
10/15/13	39	JAA
10/15/13	40	JAA
10/15/13	41	JAA
10/15/13	42	JAA
10/15/13	43	JAA
10/15/13	44	JAA
10/15/13	45	JAA
10/15/13	46	JAA
10/15/13	47	JAA
10/15/13	48	JAA
10/15/13	49	JAA
10/15/13	50	JAA
10/15/13	51	JAA
10/15/13	52	JAA
10/15/13	53	JAA
10/15/13	54	JAA
10/15/13	55	JAA
10/15/13	56	JAA
10/15/13	57	JAA
10/15/13	58	JAA
10/15/13	59	JAA
10/15/13	60	JAA
10/15/13	61	JAA
10/15/13	62	JAA
10/15/13	63	JAA
10/15/13	64	JAA
10/15/13	65	JAA
10/15/13	66	JAA
10/15/13	67	JAA
10/15/13	68	JAA
10/15/13	69	JAA
10/15/13	70	JAA
10/15/13	71	JAA
10/15/13	72	JAA
10/15/13	73	JAA
10/15/13	74	JAA
10/15/13	75	JAA
10/15/13	76	JAA
10/15/13	77	JAA
10/15/13	78	JAA
10/15/13	79	JAA
10/15/13	80	JAA
10/15/13	81	JAA
10/15/13	82	JAA
10/15/13	83	JAA
10/15/13	84	JAA
10/15/13	85	JAA
10/15/13	86	JAA
10/15/13	87	JAA
10/15/13	88	JAA
10/15/13	89	JAA
10/15/13	90	JAA
10/15/13	91	JAA
10/15/13	92	JAA
10/15/13	93	JAA
10/15/13	94	JAA
10/15/13	95	JAA
10/15/13	96	JAA
10/15/13	97	JAA
10/15/13	98	JAA
10/15/13	99	JAA
10/15/13	100	JAA



Allan Hunting

From: Cindy Reckinger [creckinger@churchofstpatrick.com]
Sent: Friday, October 21, 2016 2:57 PM
To: Allan Hunting
Subject: Public Hearing

Hi Allan,

I received in the mail today the request for a variance that requires a 50 foot side lot line for construction of a building and the side lot line would be 44 feet for this building. This request is to go in front of the Planning Commission on November 1, 2016.

The applicant requesting this Jeff Burns – Case No. 16-46V residing at 10405 Andrea Trail, Inver Grove Heights, MN 55077. PID No 20-36608-01-150

Father Bob Hart, pastor here at St. Patrick's doesn't oppose this request of 6 feet. If other requests are required for this building, St. Patrick's Cemetery/Church would like to be notified.

Sincerely,

Cindy Reckinger

Cindy Reckinger | Administrator

Church of St. Patrick

3535 72nd St. East - Inver Grove Heights, MN 55076

Office direct: 651-621-1561 | www.churchofstpatrick.com

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Second Reading of an Ordinance Amending Inver Grove Heights City Code, Title 9, Chapter 5, Section 9-5-1 through Section 9-5-12 Related to Stormwater

Meeting Date: November 14, 2016
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SA

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

Second Reading of an Ordinance amending Inver Grove Heights City Code, Title 9, Chapter 5, Section 9-5-1 through Section 9-5-12 related to Stormwater.

SUMMARY

The City ordinances currently in place address much of the program requirements of the NPDES MS4 Program. However, due to updates to the MS4 Permit in 2013 by the MPCA, several new requirements and regulatory mechanisms need to be incorporated in order for the City to comply with the revised permit. The three areas requiring updates under the permit requirements include:

- Illicit Discharge Detection and Elimination;
- Construction Site Stormwater Management; and
- Permanent Stormwater Management.

The attached memorandum describes in more detail the nature of the proposed ordinance updates which would result in completion of the updates by the end of 2016. This was discussed at a Council worksession.

At the October 4, 2016 Planning Commission meeting, a public hearing was held for this Ordinance amendment. The Planning Commission adopted a motion recommending approval of the Ordinance amendments. The First Reading was held at the October 24, 2016 Council meeting.

It is recommended that the City Council conduct the Second Reading of the Ordinance Amendment modifying the Stormwater Ordinance as outlined in the attached proposed Ordinance. This Ordinance was prepared by the City's consultant and reviewed by the Public Works Director, City Engineer and City Attorney. Information related to this Ordinance modification has been posted on the City's website. An article will be included in the next Insights newsletter.

TJK/kf
 Attachments: SEH Memorandum dated August 1, 2016
 Draft Ordinance (9-5-1 through 9-5-12)



Building a Better World
for All of Us®

MEMORANDUM

TO: Steve Dodge, PE – Assistant City Engineer
City of Inver Grove Heights, MN

FROM: Ron Leaf, PE, - Sr. Water Resources Engineer
SEH

DATE: August 1, 2016

RE: Ordinance Updates Required by the NPDES MS4 Stormwater Program
SEH No. 130798 14.00

The City has been covered under the National Pollutant Discharge Elimination System (NPDES) Municipally Separate Storm Sewer System (MS4) Program since 2003. Over the past 13 years, the program has continued to evolve and expand with new requirements being placed on permittees with the 2013 permit revision. With that permit the City was required to review and update official controls (e.g., standards, policies, ordinances) dealing with three primary provisions of the MS4 Permit:

- Illicit Discharge Detection and Elimination (IDDE),
- Construction Site Erosion and Sediment Controls (CSW), and
- Permanent Stormwater Management (PSW).

The City ordinances currently in place address much of the program requirements of the NPDES MS4 Program. However, due to updates to the MS4 Permit in 2013 by the MPCA, several new requirements need to be incorporated into current city code in order for the City to comply with the revised permit. The City had started a review and update of its stormwater related ordinances in previous years and then put these on hold pending the completion of the NPDES permit revisions.

While the required changes focus on several areas related mostly to the NPDES Permit, there updates to stormwater design standards and regulatory mechanisms also being incorporated into the ordinance updates. The ordinance updates have considered the following state, local and City programs and plans:

- 2013 NPDES MS4 Permit Reauthorization
- Atlas 14 Rainfall Precipitation-Frequency updates
- The City's 3rd and 4th Generation Water Resources Management Plan
- Northwest Expansion Area AUAR (2007) and Update (2014)
- Northwest Area Storm Water Manual (2006)
- Lower Mississippi River Watershed Management Organization Plan (August 2015)
- Eagan Inver Grove Watershed Management Organization Plan (2016)
- Dakota County SWCD Low-Impact Development Guidelines

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

City ordinances that have been reviewed or will be covered as part of this update include:

- Title 9, Chapter 5 (Stormwater Management). This Chapter update will include a replacement of the entire Chapter 5 and replacement with a new Chapter 5. The technical contents of the portion of the ordinance addressing Illicit Discharges will not be changed. The portion dealing with stormwater design criteria and application requirements will be updated to reflect new requirements.
- Title 9, Chapter 4 - Excavations and Fills (Land Alterations). Staff will review and recommend future updates to be incorporated into this chapter to be consistent with the regulatory mechanisms updated in Chapter 5 - Stormwater Management .
- Title 10, Chapter 13 (Special Use Districts). Several sections in 13B (Shoreland) of this chapter have references to stormwater that will be updated to be consistent with the updated to Title 10, Chapter 5.
- Staff has also reviewed Chapter 10, Chapter 13, Article J for the Northwest Overlay District and have not identified any needed updates to this section.

The schedule will be developed based on feedback from Council, staff and the public. A public hearing will be held with the Planning Commission prior to official readings before City Council. The general schedule and sequence will be reviewed with Council at the Worksession on August 1, 2016.

Council Worksession
Final Ordinances/Updates
Public Notice Published
Public Hearing: Planning Commission
1st Reading: Council
2nd Reading: Council
3rd Reading: Council

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
SECTIONS 9-5-1 THROUGH 9-5-12 RELATED TO STORMWATER MANAGMENT

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

Section One. Amendment. Sections 9-5-1 through 9-5-12 of the Inver Grove Heights City Code are hereby amended to read as follows:

9-5-1: STATUTE AUTHORITY:

~~This chapter is adopted pursuant to Minnesota statutes section 462.351 for cities and towns. (1974 Code § 430.01)~~

9-5-2: FINDINGS:

~~The city hereby finds that uncontrolled and inadequately planned use of wetlands, woodlands, natural habitat areas, areas subject to soil erosion and areas containing restrictive soils adversely affects the public health, safety and general welfare by affecting water quality and contributing to other environmental problems creating nuisances, impairing other beneficial uses of environmental resources and hindering the ability of the city to provide adequate water, sewage, flood control and other community services. In addition, extraordinary public expenditures may be required for the protection of persons and property in such areas and in areas which may be affected by unplanned land usage. (1974 Code § 430.03)~~

9-5-3: PURPOSE:

~~The purpose of this chapter is to promote, preserve and enhance the natural resources within the city and protect them from adverse effects occasioned by poorly sited development or incompatible activities by regulating land alterations or development activities that would have an adverse and potentially irreversible impact on water quality and unique and fragile environmentally sensitive land; by minimizing conflicts and encouraging compatibility between land alterations and development activities and water quality and environmentally sensitive lands; and by requiring detailed review standards and procedures for land alterations or development activities proposed for such areas, thereby achieving a balance between urban growth and development and protection of water quality and natural areas. (1974 Code § 430.05)~~

9-5-4: DEFINITIONS:

~~For the purposes of this chapter, the following terms, phrases, words, and their derivatives shall have the meanings stated in this section. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directive.~~

~~APPLICANT: Any person who wishes to obtain a building permit, preliminary plat approval or an excavation permit.~~

~~CONTROL MEASURE: A practice or combination of practices to control erosion and attendant pollution.~~

~~DETENTION FACILITY: A permanent natural or manmade structure, including wetlands, for the temporary storage of runoff which contains a permanent pool of water.~~

~~EXCAVATION ACTIVITIES: Any excavation or filling activity as regulated by chapter 4 of this title.~~

~~FLOOD FRINGE: The portion of the floodplain outside of the floodway.~~

~~FLOODPLAIN: The areas adjoining a watercourse or water basin that have been or may be covered by a regional flood.~~

~~FLOODWAY: The channel of the watercourse, the bed of water basins, and those portions of the adjoining floodplain that are reasonably required to carry and discharge floodwater and provide water storage during a regional flood.~~

~~HYDRIC SOILS: Soils that are saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part.~~

~~HYDROPHYTIC VEGETATION: Macrophytic plant life growing in water, soil or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content.~~

~~LAND ALTERATION: Any change of the land surface including, but not limited to, removing vegetative cover, excavating, filling, grading, and the construction of utilities, roadways, parking areas and structures.~~

~~PERSON: Any individual, firm, corporation, partnership, franchisee, association or governmental entity.~~

~~PUBLIC WATERS: Waters of the state as defined in Minnesota statutes section 103G.005, subdivision 15.~~

~~REGIONAL FLOOD: A flood that is representative of large floods known to have occurred generally in the state and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of a 100-year recurrence interval.~~

~~RETENTION FACILITY: A permanent natural or manmade structure that provides for the storage of stormwater runoff by means of a permanent pool of water.~~

~~SEDIMENT: Solid matter carried by water, sewage, or other liquids.~~

~~STRUCTURE: Any manufactured, constructed or erected building including portable structures and earthen structures.~~

~~WETLANDS: Lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this definition, wetlands must have the following three (3) attributes:~~

- ~~A. Have a predominance of hydric soils;~~
- ~~B. Are inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions; and~~
- ~~C. Under normal circumstances, supports a prevalence of such vegetation. (1974 Code § 430.07)~~

~~9-5-5: SCOPE; COMPLIANCE REQUIRED:~~

~~A. Scope: This chapter shall apply to any land alteration requiring any of the following permits or approvals:~~

- ~~1. A building permit for any new single family residential dwelling, two family residential dwelling, multiple family residential dwelling (3 or more attached dwelling units), commercial building, industrial building or institutional building, except for those properties where there exists a recorded contract or recorded agreement with the city which sets forth a stormwater, grading, drainage and erosion control plan that has been approved by the city;~~
- ~~2. A preliminary plat;~~
- ~~3. An excavation permit as regulated by chapter 4 of this title;~~
- ~~4. Public improvement projects.~~

~~B. Compliance With Provisions: No building permit, preliminary plat, excavation permit or public improvement project shall be approved until approval of a stormwater management plan has been obtained in strict conformance with the provisions of this chapter.~~

~~C. Exemptions: The provisions of this chapter do not apply to:~~

- ~~1. Any currently valid building permit, preliminary plat, excavation permit, or public improvement project approved prior to the effective date hereof;~~
- ~~2. Construction of agricultural structures or land alterations associated with agricultural uses unless an excavation permit is required by chapter 4 of this title;~~
- ~~3. Installation of a fence, sign, telephone, and electric poles and other kinds of posts or poles; or~~
- ~~4. Emergency work to protect life, limb, or property. (Ord. 1241, 10-10-2011)~~

~~9-5-6: SUBMISSION REQUIREMENTS:~~

~~A stormwater management plan shall be submitted with all permit applications identified in subsection 9-5-5A of this chapter. Two (2) sets of clearly legible blue or black lined copies of drawings and required information shall be submitted. Drawings shall be prepared to a scale appropriate to the site of the project and suitable for the review to be performed. At a minimum, the scale shall be one inch equals one hundred feet (1" = 100'). The stormwater management plan shall contain the following information, which may be combined into one or more drawings or may be combined with submission requirements of other permits or approvals:~~

~~A. Existing Site Map: A map of existing site conditions showing the site and immediately adjacent areas, including:~~

- ~~1. The name and address of the applicant, the section, township and range, north point, date and scale of drawing and number of sheets;~~
- ~~2. Location of the tract by an insert map at a scale sufficient to clearly identify the location of the property and giving such information as the names and numbers of adjoining roads, railroads, utilities, subdivisions, towns and districts or other landmarks;~~
- ~~3. Existing topography with a contour interval appropriate to the topography of the land, but in no case having a contour interval greater than two feet (2');~~
- ~~4. A delineation of all streams, rivers, public waters and wetlands located on and immediately adjacent to the site, including any classification given to the water body or wetland by the Minnesota department of natural resources, the Minnesota pollution control agency and/or the United States army corps of engineers;~~
- ~~5. Location and dimensions of existing stormwater drainage systems and natural drainage patterns on and immediately adjacent to the site delineating in which direction and at what rate stormwater is conveyed from the site, identifying the receiving stream, river,~~

~~public water, or wetland, and setting forth those areas of the unaltered site where stormwater collects;~~

- ~~6. A description of the soils of the site, including a map indicating soil types of areas of critical erosion to be disturbed as well as a soil report containing information on the suitability of the soils for the type of development proposed and describing any remedial steps to be taken by the developer to render the soils suitable;~~
- ~~7. Vegetative cover and clearly delineating any vegetation proposed for removal; and~~
- ~~8. 100-year floodplain, flood fringes and floodways.~~

~~B. Site Construction Plan: A site construction plan including:~~

- ~~1. Locations and dimensions of all proposed land disturbing activities and any phasing of those activities;~~
- ~~2. Locations and dimensions of all temporary soil or dirt stockpiles;~~
- ~~3. Locations and dimensions of all construction site erosion control measures necessary to meet the requirements of this chapter;~~
- ~~4. Schedule of anticipated starting and completion date of each land disturbing activity including the installation of construction site erosion control measures needed to meet the requirements of this chapter; and~~
- ~~5. Provisions for maintenance of the construction site erosion control measures during construction.~~

~~C. Plan Of Final Site Conditions: A plan of final site conditions on the same scale as the existing site map showing the site changes including:~~

- ~~1. Finished grading shown at contours at the same interval as provided above or as required to clearly indicate the relationship of proposed changes to existing topography and remaining features;~~
- ~~2. A landscape plan, drawn to an appropriate scale, including dimensions and distances and the location, type, size and description of all proposed landscape materials which will be added to the site as part of the development;~~
- ~~3. A drainage plan of the developed site delineating in which direction and at what rate storm water will be conveyed from the site and setting forth the areas of the site where storm water will be allowed to collect;~~
- ~~4. The proposed size, alignment and intended use of any structures to be erected on the site;~~

5. ~~The proposed location of individual sewage treatment systems;~~
6. ~~A clear delineation and tabulation of all areas which shall be paved or surfaced, including a description of the surfacing material to be used; and~~
7. ~~Any other information pertinent to the particular project which, in the opinion of the applicant, is necessary for the review of the project. (1974 Code § 430.11)~~

~~9-5-7: PLAN REVIEW PROCEDURE:~~

- A. ~~Process: Storm water management plans meeting the requirements of section 9-5-6 of this chapter shall be reviewed by the engineering division in accordance with the standards of section 9-5-8 of this chapter. The director of public works, or designee, shall approve, approve with conditions, or deny the storm water management plan.~~
- B. ~~Duration: A storm water plan approved in accordance with this chapter shall become void if the corresponding building permit, excavation permit, preliminary plat, or public improvement project expires or becomes invalid.~~
- C. ~~Conditions: A storm water management plan may be approved subject to compliance with conditions reasonable and necessary to ensure that the requirements contained in this chapter are met. Such conditions may, among other matters, limit the size, kind or character of the proposed development, require the construction of structures, drainage facilities, storage basins and other facilities, require replacement of vegetation, establish required monitoring procedures, stage the work over time, require alteration of the site design to ensure buffering, and require the conveyance for storm water management purposes to the city or other public entity of certain lands or interests therein.~~
- D. ~~Letter Of Credit: Prior to approval of any storm water management plan, the applicant shall submit a letter of credit or cash escrow to cover the estimated cost of site restoration. The letter of credit or cash escrow amount shall be based on ten thousand dollars (\$10,000.00) per acre of gross lot area with a five thousand dollar (\$5,000) minimum.~~
- E. ~~Amendment: A storm water management plan may be revised in the same manner as originally approved. (1974 Code § 430.13)~~

~~9-5-8: APPROVAL STANDARDS:~~

~~No storm water management plan which fails to meet the standards contained in this section shall be approved by the city.~~

~~A. General Criteria:~~

1. ~~An applicant shall install or construct all storm water management facilities necessary to manage increased runoff so that the 2-year and 10-year storm peak discharge rates~~

~~existing before the proposed land alteration shall not be increased and accelerated. Channel erosion shall not occur as a result of the proposed land disturbing or development activity.~~

- ~~2. The applicant shall give consideration to reducing the need for storm water management facilities by incorporating the use of natural topography and land cover such as wetlands, ponds, natural swales and depressions as they exist before development to the degree that they can accommodate the additional flow of water without compromising the integrity or quality of the wetland or pond.~~
- ~~3. The following storm water management practices shall be investigated in developing a storm water management plan in the following descending order of preference:
 - ~~a. Infiltration of runoff on site, if suitable soil conditions are available for use;~~
 - ~~b. Flow attenuation by use of open vegetated swales and natural depressions;~~
 - ~~c. Storm water retention facilities; and~~
 - ~~d. Storm water detention facilities.~~~~
- ~~4. A combination of successive practices may be used to achieve the applicable minimum control requirements specified in subsection A1 of this section. Justification shall be provided by the applicant for the method selected.~~

~~B. Storm Water Retention Criteria: Land alterations involving one acre or more of total impervious surface area (existing and proposed) shall require on site storm water retention facilities designed according to the most current technology as reflected in the MPCA publication "Protecting Water Quality In Urban Areas", and shall contain, at a minimum, the following design factors:~~

- ~~1. A permanent pond surface area equal to two percent (2%) of the impervious area draining to the pond or one percent (1%) of the entire area draining to the pond, whichever amount is greater.~~
- ~~2. An average permanent pool depth of four feet (4') to ten feet (10').~~
- ~~3. A permanent pool length to width ratio of three to one (3:1) or greater.~~
- ~~4. A minimum protective shelf extending ten feet (10') into the permanent pool with a slope of ten to one (10:1) beyond which slopes should not exceed three to one (3:1).~~
- ~~5. A protective buffer strip of vegetation surrounding the permanent pool at a minimum width of ten feet (10').~~

- ~~6. All storm water retention facilities shall have a device to keep oil, grease, other floatable material from moving downstream as a result of normal operations.~~
 - ~~7. Storm water retention facilities for new developments must be sufficient to limit peak flows in each subwatershed to those that existed before the development for the 10-year storm event. All calculations and hydrologic models/information used in determining peak flows shall be submitted along with the storm water management plan.~~
 - ~~8. All storm water retention facilities must have a means to remove coarse-grained particles prior to discharge into a watercourse or storage basin.~~
 - ~~9. An extended detention basin, existing wetland when in conformance with subsection C of this section, or other storm water management facility may be used in place of a retention pond when a permanent pool of water is not desired with respect to public safety, character of surrounding development, and aesthetics as determined by the director of public works.~~
- ~~C. Site Dewatering: Water pumped from the site shall be treated by temporary sedimentation basins, grit chambers, sand filters, upflow chambers, hydrocyclones, swirl concentrators or other appropriate controls as appropriate. Water may not be discharged in a manner that causes erosion or flooding of the site, receiving channels or wetlands.~~
- ~~D. Waste And Material Disposal: All waste and unused building materials (including garbage, debris, cleaning wastes, wastewater, toxic materials or hazardous materials) shall be properly disposed of off site and not allowed to be carried by runoff into a receiving channel or storm sewer system.~~
- ~~E. Tracking: Each site shall have graveled roads, access drives and parking areas of sufficient width and length to prevent sediment from being tracked onto public or private roadways. Any sediment reaching a public or private road shall be removed by street cleaning (not flushing) before the end of each workday.~~
- ~~F. Drain Inlet Protection: All storm drain inlets shall be protected during construction, until control measures are in place, with a straw bale, silt fence or equivalent barrier meeting accepted design criteria, standards and specifications contained in the MPCA publication "Protecting Water Quality In Urban Areas".~~
- ~~G. Site Erosion Control: The following criteria apply only to construction activities that result in runoff leaving the site:~~
- ~~1. Channelized runoff from adjacent areas passing through the site shall be diverted around disturbed areas, if practical. Otherwise, the channel shall be protected as described below. Sheet flow runoff from adjacent areas greater than ten thousand (10,000) square feet in area shall also be diverted around disturbed areas, unless shown to have resultant runoff rates of less than 0.5 ft. ³/sec. across the disturbed area for the 1-year storm. Diverted~~

runoff shall be conveyed in a manner that will not erode the conveyance and receiving channels.

2. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.

3. Runoff from the entire disturbed area on the site shall be controlled by meeting either subsections G3a and G3b or subsections G3a and G3c of this section.

a. All disturbed ground left inactive for fourteen (14) or more days shall be stabilized by seeding or sodding (only available prior to September 15) or by mulching or covering or other equivalent control measure.

b. For sites with more than ten (10) acres disturbed at one time, or if a channel originates in the disturbed area, one or more temporary or permanent sedimentation basins shall be constructed. Each sedimentation basin shall have a surface area of at least one percent (1%) of the area draining to the basin and at least three feet (3') of depth and constructed in accordance with accepted design specifications. Sediment shall be removed to maintain a depth of three feet (3'). The basin discharge rate shall also be sufficiently low as to not cause erosion along the discharge channel or the receiving water.

c. For sites with less than ten (10) acres disturbed at one time, silt fences, straw bales, or equivalent control measures shall be placed along all sideslope and downslope sides of the site. If a channel or area of concentrated runoff passes through the site, silt fences shall be placed along the channel edges to reduce sediment reaching the channel. The use of silt fences, straw bales, or equivalent control measures must include a maintenance and inspection schedule.

4. Any soil or dirt storage piles containing more than ten (10) cubic yards of material should not be located with a downslope drainage length of less than twenty five feet (25') from the toe of the pile to a roadway or drainage channel. If remaining for more than seven (7) days, they shall be stabilized by mulching, vegetative cover, tarps or other means. Erosion from piles which will be in existence for less than seven (7) days shall be controlled by placing straw, bales or silt fence barriers around the pile. In street utility repair or construction soil or dirt storage piles located closer than twenty five feet (25') of a roadway or drainage channel must be covered with tarps or suitable alternative control if exposed for more than seven (7) days, and the storm drain inlets must be protected with straw, bale or other appropriate filtering barriers.

H. Wetlands: Existing wetlands may be used for storm water management purposes, provided the following criteria are met:

1. The wetland shall not be classified as a group I or II water within the city water resource management plan.

- ~~2. A protective buffer strip of natural vegetation at least ten feet (10') in width shall surround all wetlands.~~
- ~~3. A sediment trapping device or area that is designed to trap sediments 0.5 millimeters in size or greater with a trap volume size based upon a prescribed maintenance schedule shall be installed prior to discharge of storm water into the wetlands.~~
- ~~4. The natural outlet control elevation of the wetlands, if it is not a DNR public water, shall not be changed except when either:
 - ~~a. The outlet is intended to restore the wetland to its original elevation;~~
 - ~~b. The wetland basin is landlocked and the artificial outlet control is placed no lower than one and one half feet (1.5') below the ordinary high water mark;~~
 - ~~c. The proposed level control is identified in the city water resource management plan;
or~~
 - ~~d. The level change is approved by a technical evaluation panel convened pursuant to the state wetland conservation act of 1991 (WCA).~~~~
- ~~5. The water fluctuation from storm water shall not be increased over what occurs naturally, except as provided in subsection H4c of this section.~~
- ~~6. The wetland shall not be a protected fen.~~
- ~~7. Wetlands shall not be drained or filled, wholly or partially, unless replaced by restoring or creating wetland areas in accordance with the WCA. When wetland replacement is required, it shall be guided by the following principles in descending order of priority:
 - ~~a. Avoiding the direct or indirect impact of the activity that may destroy or diminish the wetland;~~
 - ~~b. Minimizing the impact by limiting the degree or magnitude of the wetland activity and its implementation;~~
 - ~~c. Rectifying the impact by repairing, rehabilitating, or restoring the affected wetland environment;~~
 - ~~d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the activity; and~~
 - ~~e. Compensating for the impact by replacing or providing substitute wetland resources or environments.~~~~

~~8. If the wetland is a DNR public water, all necessary permits from the DNR shall be obtained.~~

~~I. Models/Methodologies/Computations: Hydrologic models and design methodologies used for the determination of runoff and analysis of storm water management structures shall be approved by the director of public works. Plans, specifications and computations for storm water management facilities submitted for review shall be sealed and signed by a registered professional engineer. All computations shall appear on the plans submitted for review, unless otherwise approved by the director of public works.~~

~~J. Watershed Management Plans/Ground Water Management Plans: Storm water management plans shall be consistent with adopted watershed management plans and ground water management plans prepared in accordance with Minnesota statutes sections 103B.231 and 103B.255, respectively, and as approved by the Minnesota board of water and soil resources in accordance with state law. (1974 Code § 430.15)~~

9-5-9: FEE IN LIEU OF FACILITIES:

~~A. Fee In Lieu: In lieu of the storm water management facilities required in section 9-5-8 of this chapter, the city may allow an applicant to make a monetary contribution to the development and maintenance of community storm water management facilities designed to serve multiple land disturbing and development activities when consistent with the city water resource management plan.~~

~~B. Calculation Of Fee: The amount of monetary contribution shall be based on twenty five cents (\$0.25) per square foot of total impervious surface area (existing and proposed) on the subject property. For preliminary plats, an estimated impervious coverage per lot, subject to the approval of the director of public works, shall be included in the total impervious surface area calculation.~~

~~C. Payment Of Fee: Payment of a monetary contribution shall occur as follows:~~

- ~~1. Building permit: Upon issuance of a building permit.~~
- ~~2. Excavation permit: Upon issuance of an excavation permit.~~
- ~~3. Preliminary plat: Upon approval of the final plat or commencement of land alteration, whichever occurs first. (1974 Code § 430.17)~~

9-5-10: MAINTENANCE STANDARDS:

~~All storm water management facilities shall be designed to minimize the need of maintenance, to provide access for maintenance purposes, and to be structurally sound. In addition, the following maintenance standards shall apply:~~

- ~~A. All storm water detention ponds shall be maintained to ensure continued effective removal of pollutants from storm water runoff. In addition, upon fifty percent (50%) of the pond's original design volume being filled with sediment, the sediment shall be removed and the pond restored to its original design.~~
- ~~B. The director of public works, or designated representative, shall inspect all storm water management facilities during construction, during the first year of operation and at least once every five (5) years thereafter.~~
- ~~C. The applicant shall provide all necessary easements upon the subject property for inspection and maintenance purposes of stormwater management facilities as determined by the director of public works.~~
- ~~D. Stormwater management facilities serving a single family residential area or subdivision, but more than one single family lot, shall be maintained by the city. The cost incurred by the city for maintenance of said facilities shall be assessed or levied through a special stormwater taxing district against the properties contributing stormwater runoff to or through the facility.~~
- ~~E. Stormwater management facilities serving a multiple family residential building or development; a commercial, industrial or institutional building or development; or an individual parcel shall be maintained by the property owner on which the facility is located, unless it is determined by the director of public works that it is in the best interests of the city for the city to maintain such facilities. If the city is to maintain the stormwater management facilities, the cost incurred by the city for the maintenance may be assessed or levied as described in subsection D of this section. (1974 Code § 430.19)~~

9-5-11: PENALTY:

~~Any person, firm or corporation violating any provision of this chapter shall be fined as provided in section 1-4-1 of this code, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. (1974 Code § 430.21; amd. 2008 Code)~~

9-5-12: CONFLICTING PROVISIONS:

~~In the event of any conflict between the provisions of this chapter and the provisions of this code, the more restrictive standard prevails. (1974 Code § 430.23)~~

9-5-1: AUTHORIZATION:

This Ordinance is adopted pursuant to Minnesota Statutes Section 462.351 for cities and towns (1990).

Nothing in this ordinance shall be construed to limit the existing authority of the City to enforce rules and regulations in place. This ordinance shall be cumulative to and in furtherance of any statutory, common law, or other legal right, duty, power, or authority possessed by the City. Compliance with this ordinance or any permit or plan approval rendered hereunder, shall not

excuse any person from compliance with any other federal, state or local law, ordinance, regulation, rule or order.

Any powers granted to, or duties imposed upon the Director of Public Works, may be delegated by the Director of Public Works to other city personnel.

9-5-2: FINDINGS:

The purpose of this chapter is to promote, preserve and enhance the natural resources within the city and protect them from adverse effects occasioned by poorly sited development or incompatible activities by regulating land alterations or development activities that would have an adverse and potentially irreversible impact on water quality and unique and fragile environmentally sensitive land; by minimizing conflicts and encouraging compatibility between land alterations and development activities and water quality and environmentally sensitive lands; and by requiring detailed review standards and procedures for land alterations or development activities proposed for such areas, thereby achieving a balance between urban growth and development and protection of water quality and natural areas. (1974 Code § 430.05)

The City of Inver Grove Heights, hereby finds that uncontrolled and unmanaged stormwater and snowmelt runoff can have significant adverse impacts upon water resources; and can adversely affect the health, safety, property and general welfare of the community, and diminish the public enjoyment and use of natural resources. Specifically, runoff can:

- A. Cause erosion to exposed soil resulting in loss of topsoil and deposition of sediments.
- B. Carry nutrients, pathogens, organic matter, heavy metals, toxins, and other pollutants to lakes, streams, and wetlands.
- C. Diminish the capacity of water resources to support recreational and water supply uses and reduces the natural diversity of plant and animal life.
- D. Clog existing drainage systems, increasing maintenance problems and costs.
- E. Cause bank and channel erosion.
- F. Increase downstream flooding.
- G. Reduce groundwater recharge, which may diminish stream base flows and lower water levels in lakes, ponds, and wetlands.
- H. Contaminate drinking water supplies.
- I. Increase risk of property damage and personal injury.

Further, effective stormwater pollution prevention, addressing the following issues, depends on proper planning and design, the timely installation and maintenance of site and situation of appropriate best management practices (BMPs), and prompt and appropriate response upon discovery of previously unknown pollutant sources.

9-5-3: PURPOSE:

The purpose of this ordinance is to set forth minimum requirements for managing the quantity and quality of runoff from all types of land uses throughout the City to achieve the following objectives:

- A. Protect, preserve, and use natural surface and groundwater storage and retention systems;
- B. Improve the quality of stormwater runoff reaching surface water resources within the City and the Mississippi River by reducing nonpoint source pollution (including sediment) carried as stormwater runoff;
- C. Minimize flood damage to residential, business, commercial and public structures and property, and protect against increased flooding caused by land disturbing activities and other projects;
- D. Reduce volumes of stormwater runoff and the amount of impervious surfaces in the developed parts of the City;
- E. Limit the rates and volumes, and increase the treatment of stormwater runoff, by managing stormwater runoff as close to its source as possible and mimicking the system's natural hydrology;
- F. Minimize flood damage to residential, business, commercial, and public structures and property, and protect against increased flooding caused by land disturbing activities and other projects;
- G. Minimize erosion and sedimentation;
- H. Minimize damage from sediments resulting from eroded soil;
- I. Regulate land-disturbing activities to protect against erosion and sedimentation;
- J. Implement soil protection and sedimentation controls to maintain health, safety, and welfare;
- K. Protect and enhance fish and wildlife habitat and water recreational facilities; and
- L. Secure the other benefits associated with proper management of surface and ground water.

9-5-4: DEFINITIONS:

Unless specifically defined below, the words or phrases used in this chapter shall have the same meaning as they have in the Minnesota Stormwater Manual and if not defined there, as they are defined in common usage. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “must” are always mandatory and not merely directive.

APPLICANT: Any person or entity that applies for any permit for a project that includes a Land Disturbing Activity. Applicant also means that person’s agents, employees, and others acting under that person’s direction.

BEST MANAGEMENT PRACTICES (BMPs): Erosion and sediment control and stormwater management practices that are the most effective and practicable means of controlling, preventing, and minimizing the degradation of surface water, including construction phasing, minimizing the length of time soil areas are exposed, and other management practices published by state or designated area-wide planning agencies. BMPs include integrated management practices (IMP), which are small-scale, distributed, onsite stormwater management devices.

Examples of BMPs can be found in the current versions of the Inver Grove Heights Stormwater Manual – Northwest Area (2006), the Minnesota Pollution Control Agency’s Minnesota Stormwater Manual.

BUFFER: A protective vegetated zone located adjacent to a natural resource, such as a lake, stream or wetland, which is subject to direct or indirect human alteration. Such a buffer strip is an integral part of protecting an aquatic ecosystem through filtering pollutants and providing adjacent habitat. For a stream, the width of a buffer strip is the width along each bank of the stream. Therefore, a 30 foot wide stream with 100-foot wide buffer strips has a total width of 230 feet. Buffer vegetation may include preserving existing predevelopment vegetation and/or planting locally distributed native Minnesota trees, shrubs and grassy vegetation.

CITY PLAN: Any City adopted or approved planning document such the Comprehensive Plan, Water Resources Management Plan, Inver Grove Heights Stormwater Manual – Northwest Area (2006), land use plan, or other.

CONSTRUCTION ACTIVITY: A disturbance to the land that results in a change in the topography, existing soil cover (both vegetative and non-vegetative), or the existing soil topography that may result in accelerated storm water runoff, leading to soil erosion and movement of sediment into surface waters or drainage systems. Examples of construction activity may include clearing, grading, filling and excavating.

CONVEYANCE: A structure or feature used for transferring water from one location to another.

DESIGN STORM: A rainfall event of specified size and return frequency that is used to calculate the runoff volume and peak discharge rate and is used to measure the performance of stormwater management practices.

DISCHARGE: The release, conveyance, channeling, runoff, or drainage of stormwater, including snowmelt, into a receiving water resource.

DRAINAGEWAYS: Any natural or constructed channel which provides a course for water flowing either continuously or intermittently.

EROSION: Any process that wears away the surface of the land by the action of water, wind, ice, or gravity. Erosion can be accelerated by the activities of people and nature.

EROSION AND SEDIMENT CONTROL PRACTICE (ESC): The management procedures, techniques, and methods to control soil erosion and sedimentation.

EROSION CONTROL: Refers to methods employed to prevent erosion. Examples include soil stabilization practices, horizontal slope grading, temporary or permanent cover, and construction phasing.

EROSION AND SEDIMENT CONTROL TECHNICIAN (ESC Tech): For the purposes of construction site erosion and sediment control, the person or persons designated by the Contractor who have successfully completed ESC Training from the University of Minnesota; Minnesota Department of Transportation Certification; Minnesota Erosion Control Association Training; or other training recognized by the MPCA as meeting the requirements of the NPDES Construction Stormwater Permit.

EXPOSED SOIL AREAS: All areas of the construction site where the vegetation (trees, shrubs, brush, grasses, etc.) or impervious surface has been removed, thus rendering the soil more prone to erosion. This includes topsoil stockpile areas, borrow areas and disposal areas within the construction site. It does not include stockpiles or surcharge areas of gravel, concrete or bituminous. Once soil is exposed it is considered "exposed soil," until it meets the definition of "final stabilization."

FINAL STABILIZATION: Final stabilization means that:

- A. All soil disturbing activities at the site have been completed; and
- B. A uniform perennial vegetative cover with a density of seventy-five (75) percent of the native background vegetative cover for unpaved areas has been established, or equivalent permanent stabilization measures have been employed.

Simply sowing grass seed is not considered final stabilization.

FLOOD EVENT (100-year): The precipitation or snowmelt runoff event which has a 1% chance of occurring at a given location within any one-year time period.

FLOOD LEVEL (100-year): The peak water surface elevation of an inundation area or basin resulting from a 100-year flood event.

FLOOD FRINGE: The portion of the floodplain outside of the floodway.

FLOODPLAIN: The areas adjoining a watercourse or water basin that have been or may be covered by a regional flood.

FLOODWAY: The channel of the watercourse, the bed of water basins, and those portions of the adjoining floodplain that are reasonably required to carry and discharge floodwater and provide water storage during a regional flood.

ILLEGAL DISCHARGE: Any direct or indirect non-storm water discharge to the storm drain system.

ILLICIT CONNECTIONS: An illicit connection is defined as either of the following:

- A. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyance which allows any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or
- B. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

IMPERVIOUS SURFACE: A constructed hard surface that either prevents or retards the entry of water into the soil, and causes water to run off the surface in greater quantities and at an increased rate of flow than existed prior to development. Examples include rooftops, sidewalks, patios, driveways, parking lots, storage areas, and concrete, asphalt, or gravel roads.

INFILTRATION: Flow of water from the land surface into the subsurface.

INLET PROTECTION: Preservation of the integrity and protection from erosion of the area where water enters into a treatment area usually by vegetation or armoring.

INUNDATION AREA OR BASIN: A low lying area that is subject to periodic flooding. Examples include wetlands, ponds, lakes, streams, open channels, or any low lying area or basin.

LAND DISTURBING ACTIVITY: Any land change that may result in soil erosion from water or wind and the movement of sediments into or upon waters or lands within the City's jurisdiction or into and adjacent jurisdiction. This may include, but is not limited to:

- A. A disturbance to the land that results in a change in the topography.
- B. Disturbance of the existing soil cover (both vegetative and non-vegetative cover).
- C. A disturbance of the existing soil topography that may result in accelerated stormwater runoff.
- D. A pavement rehabilitation project that removes the pavement and exposes the subgrade base material (a partial depth mill and overlay project is not considered a land disturbing activity).

Land disturbing activity includes clearing and grubbing, grading, excavating, transporting and filling of land for all new construction and redevelopment. Ongoing operations and maintenance activities for existing facilities such that any single activity does not exceed project sizes specified in section 9-5-6 of this chapter are not considered land disturbing activity.

LANDLOCKED BASIN: A basin that does not discharge under back-to-back 100-year, 24-hour rainfall events.

LID (Low Impact Development): An innovative stormwater management approach with a basic principle that is modeled after nature by managing rainfall at the source.

MPCA: Minnesota Pollution Control Agency.

NATURAL OVERFLOW ELEVATION: The low point on the landscape where water will leave a depression or basin.

NORMAL WATER LEVEL (NWL): The water level in a natural water body or constructed pond having an outlet or overflow control structure that is the lowest water level held by the outlet or overflow structure, or for land locked basins, the elevation that may be attained naturally by infiltration, evaporation, or transpiration often demarked by a change in vegetation from terrestrial to aquatic. For basins with piped outlets, the NWL is the invert elevation of the outlet pipe.

NRCS: Natural Resources Conservation Service.

OPERATOR: The person (usually the general contractor), designated by the owner, who has day-to-day operational control and/or the ability to modify project plans and specifications related to the stormwater management plan.

ORDINARY HIGH WATER LEVEL (OHW): Minnesota Statute 103G.005, subdivision 14 states that the Ordinary High Water level means the boundary of water basins, watercourses, public waters, and public waters wetlands, and:

- A. the ordinary high water level is an elevation delineating the highest water level that has been maintained for a sufficient period of time to leave evidence upon the landscape,

commonly the point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial;

- B. for watercourses, the ordinary high water level is the elevation of the top of the bank of the channel; and
- C. for reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool.

The term ordinary high water mark is further defined in Minnesota Rule 6120.2500, subpart 11, as amended from time to time.

Ordinary high water marks are determined by the Minnesota Department of Natural Resources' area hydrologist.

OWNER: The person or party possessing the title of the land on which the construction activities will occur; or if the construction activity is for a lease holder, the party or individual identified as the lease holder; or the contracting government agency responsible for the construction activity.

PERMANENT COVER: Means "final stabilization." Examples include vegetative cover composed primarily of grasses, and hard surfaces, such as gravel, asphalt, and concrete. See also the definition of "final stabilization."

PLANNED UNIT DEVELOPMENT: A development of land that is under unified control and is planned and developed as a whole in a single development operation or programmed series of development stages. The development may include streets, circulation ways, utilities, buildings, open spaces, and other site features and improvements.

RATE CONTROL: Controlling the rate that stormwater is released from localized holding areas into larger conveyance systems.

RECHARGE: The addition of water to an aquifer by natural infiltration or artificial means.

REDEVELOPMENT: Any construction, alteration, or improvement that disturbs land on sites where existing land use is commercial, industrial, institutional, residential or linear projects including road or trail construction.

REGIONAL FLOOD: A flood that is representative of large floods known to have occurred generally in the state and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of a 100-year recurrence interval.

SEDIMENT CONTROL: The methods employed to prevent sediment from leaving the development site. Sediment control practices include silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection, other appropriate measures, and temporary or permanent sedimentation basins.

SHORELAND DISTRICT OR SHORELAND: All lands located within the following distance from the ordinary high water level of a public water:

- A. 1,000 feet from a lake pond or reservoir;
- B. 300 feet from a river or stream.

STABILIZED: The exposed ground surface after it has been covered by sod, erosion control blanket, riprap, or other material that prevents erosion. Simply sowing grass seed is not considered stabilization.

STEEP SLOPE: Land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and construction techniques and farming practices are used in accordance with the provisions of this ordinance. Where specific information is not available, steep slopes are lands having average slopes over 18 percent, as measured over horizontal distances of 50 feet or more, that are not bluffs.

STORMWATER MANAGEMENT PLAN: A joint stormwater management and erosion and sediment control plan that when implemented will provide for both temporary and permanent control of soil erosion on a parcel of land, prevent off-site non-point source pollution, and control stormwater rates and volumes.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP): A plan for storm water discharge that includes erosion prevention measures and sediment controls that, when implemented, will decrease soil erosion on a parcel of land and decrease off-site nonpoint pollution.

STRUCTURE: Anything manufactured, constructed or erected which is normally attached to or positioned on land, including portable structures, earthen structures, roads, parking lots, and paved storage areas.

SUBDIVISION: Any tract of land divided into building lots for private, public, commercial, industrial, etc. development. Minnesota Rule 6120.2500, subpart 17 defines subdivision as, “. . . land that is divided for the purpose of sale, rent, or lease, including planned unit development.”

SWCD: Soil and Water Conservation District.

TOTAL MAXIMUM DAILY LOAD (TMDL): The amount of a pollutant from both point and nonpoint sources that a waterbody can receive and still meet water quality standards.

WETLANDS: Defined in Minn. R. 7050.0130, subp. F and includes those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically

adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Constructed wetlands designed for wastewater treatment are not waters of the state; to be a wetland the area must meet wetland criteria for soils, vegetation, and hydrology as outlined in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual.

9-5-5: SCOPE; COMPLIANCE REQUIRED:

A. Applicability:

1. All applicants for a building permit, excavations and fillings permit, right of way excavation permit, right of way utility permit, wetland management permit, subdivision approval, planned unit development, or administrative lot split shall be in compliance with the applicable erosion and sediment control and stormwater management requirements of this chapter.
2. All land disturbing activities and other construction activity disturbing more than 1,000 square feet of land, or more than 50 cubic yards of excavation or fill must prepare and submit an erosion control plan as per subsection 9-5-6(A) of this chapter, and be in compliance with the plans approved for the project.
3. Land disturbing activities and other construction work disturbing a cumulative total of more than 5,000 square feet of land as of the date of this ordinance, or more than 100 cubic yards of excavation or fill must prepare and submit an erosion control plan and a stormwater management plan as per subsection 9-5-6(B) of this chapter, and be in compliance with the plans approved for the project.
4. Private roads or driveways on slopes any part of which exceeds 10% not part of a project requiring a stormwater management plan shall be in compliance with the erosion and sediment control design standards of this chapter.
5. Linear electric, telephone, cable television, utility lines or individual service connections to these utilities in excess of 1,000 feet in length shall be in compliance with the erosion and sediment control requirements of this chapter.
6. No land disturbing activities shall be permitted on steep slopes unless special arrangements and protective measures are developed as part of an erosion and sediment control plan, and approved by the City.
7. Harvesting or removal of silvicultural (forestry) crops shall be in compliance with an erosion and sediment control plan approved for the project and follow the guidelines set forth by the Minnesota Forest Resources Council's publication Sustaining Minnesota Forest Resources: Voluntary Site-Level Forest Management Guidelines for Landowners, Loggers and Resource Managers (1999, Minnesota Forest Resources Council, St. Paul, Minnesota).

8. No building permit shall be issued, nor shall a subdivision be approved, until the erosion control plan and/or stormwater management plan has been approved as applicable or a waiver of these requirements has been obtained in conformance with the provisions of this chapter.
 9. Any project impacting wetlands within the City must follow and meet the requirements of the Wetland Conservation Act and the additional requirements in the City's Northwest Area Stormwater Plan.
- B. Compliance with Other Plans or Regulations: In the event that any provision of this Chapter conflicts with any other applicable plan or regulation, the more restrictive regulation shall apply.
- C. Joint Responsibility: The owner and the general contractor shall both be identified on the stormwater management plan permit application. The general contractor who signs the application is jointly responsible with the owner for compliance with all permit conditions.
- D. Exemptions: The provisions of this chapter do not apply to:
1. Cemetery graves;
 2. Emergency work to protect life, limb, or property and emergency repairs, unless the land disturbing activity would have otherwise required an approved erosion and sediment control plan, except for the emergency. If such a plan would have been required, then the disturbed land area shall be shaped and stabilized in accordance with the City's requirements as soon as possible;
 3. Any currently valid building permit, preliminary plat, excavations and fillings permit, or public improvement project approved prior to the effective date of this ordinance;
 4. Stormwater management requirements shall not apply to construction on individual lots within a residential subdivision previously approved by the City, provided the activity complies with the original common plan of development;
 5. Installation of fence, sign, telephone, and electric poles, except as in subsection 9-5-5(A)(5) of this chapter;
 6. Any part of a subdivision if a plat for the subdivision has been approved by the City on or before the effective date of this ordinance;
 7. Additions, alterations, enlargements, or changes to an existing single- or two-family dwelling, if they do not exceed 1,000 square feet of land disturbance or 50 cubic yards of excavation or fill;

8. Drain tiling, tilling, planting, or harvesting of agricultural or horticultural crops except as specifically identified and such activities shall implement SWCD and NRCS approved erosion control practices; and
 9. All maintenance, repair, resurfacing and reconditioning activities of existing road, bridge and highway systems which do not involve land disturbing activities outside of the existing surfaced roadway area.
- E. NPDES General Stormwater Permit for Construction Activity: Land disturbing activities disturbing equal to or greater than one acre of land are required to obtain a Minnesota NPDES General Stormwater Permit for Construction Activity in addition to complying with requirements of the City.
 - F. NPDES Multi-Sector General Permit for Industrial Activity: Facilities engaged in the activities defined in the permit are required to apply for permit coverage to the MPCA and follow the permit requirements applicable to the type(s) of industrial activity at the facility.
 - G. Owner or Operator Changes: For storm water discharges from construction activities where the owner or operator changes, the new owner or operator can implement the original plan created for the project, or develop and implement their own SWPPP. The new owner or operator must notify the Director of Public Works of permit transfer/modification within 7 days of assuming control of the site or commencing work on-site, or of the legal transfer, sale or closing on the property.
 - H. Waiver: The City Council may waive any requirement of this chapter that is within the City's jurisdiction upon making a finding that compliance with the requirement will involve an unnecessary hardship and the waiver of such requirement will not adversely affect the standards and requirements set forth. The City Council may require, as a condition of the waiver, such dedication or construction, or agreement to dedicate or construct as may be necessary to adequately meet said standards and requirements.

9-5-6: APPLICATION PROCEDURES:

The application for the permit shall be made in writing on such form as the City may from time to time designate, and shall include such information as may be required by the project scope as specified in section 9-5-5 of this chapter and as set forth herein. For all submittals and plans, the preparer shall have the applicable Minnesota professional license or certification and provide the information on the plans and documents.

A. Erosion and Sediment Control Plan Application Procedures:

1. A written application for erosion and sediment control plan approval, along with the proposed erosion and sediment control plan, shall be filed with the Director of Public Works, when applicable as per subsection 9-5-5(A)(2) of this chapter. The application shall include a statement indicating the purpose for which the approval is requested, that the proposed use is permitted by right or as an exception in the underlying zoning district,

and adequate evidence showing that the proposed use will conform to the standards set forth in this ordinance.

2. An electronic (PDF format) set of drawings and required information shall be submitted to the Director of Public Works and shall be accompanied by all applicable fees.
3. The erosion and sediment control plan must be reviewed by the Director of Public Works prior to issuance of a permit.
4. Erosion and sediment control plan content. At a minimum, the erosion and sediment control plan shall contain the information in items 5 through 9 below, for all work, except as determined otherwise by staff.
5. Identification and description:
 - a. Applicant's name and address;
 - b. Legal description and address;
 - c. Names, addresses, and phone numbers of the primary contact, record owner, and an agent, land surveyor, and engineer, if any;
 - d. Names, addresses, and phone numbers of the primary contact for the project general contractor. If general contractor is not known at time of application, such information shall be submitted prior to the start of any land disturbing activities;
 - e. General location map; and
 - f. Date of preparation on any maps provided.
6. Site Plan(s) shall include:
 - a. Boundary lines of existing and proposed plan;
 - b. Existing and proposed permanent and temporary drainage, utility, and other easements;
 - c. Existing and proposed zoning classifications for land within and abutting the development;
 - d. Acreage and lot dimensions;
 - e. Site map with existing and proposed topography to a 1 foot or 2 foot contour interval, final grades, including dividing lines and direction of flow for all pre-and post-construction stormwater runoff drainage areas located within the project limits. The

site map(s) must also include existing and proposed impervious surfaces and soil types. This information must be shown extending at least 100 feet beyond property lines or as necessary to show the ultimate drainage features;

- f. Location of existing and proposed roads, property lines and structures;
 - g. Location and dimensions of existing and proposed natural waterways and stormwater drainage systems;
 - h. Location of existing natural water bodies including lakes, streams, and wetlands on or immediately adjacent to property, as well as normal water level and ordinary high water level (if available), including all surface waters and existing wetlands, within one-half mile from the project boundaries which will receive stormwater runoff from the construction site, during or after construction. Where surface waters receiving runoff associated with construction activity will not fit on the plan sheet, they must be identified with an arrow, indicating both direction and distance to the surface water. The plan must identify if the surface water is a special water or impaired water; and
 - i. Vegetative cover, wooded areas, and a clear delineation of any vegetation proposed for removal.
7. A site construction plan including:
- a. Locations and dimensions of all proposed land disturbing activities;
 - b. Locations and dimensions of all temporary soil or dirt stockpiles or areas where stockpiles may be placed during construction;
 - c. Location of areas where construction will be phased to minimize duration of exposed soil areas; and
 - d. Locations of areas not to be disturbed. Buffer zones must be described and identified on plan sheets or project maps in the erosion and sediment control plan.
8. Completed erosion and sediment control plan specifying the erosion and sediment control practices to be utilized including the following:
- a. Location and type of all temporary and permanent erosion prevention and sediment control BMPs along with procedures to be used to establish additional temporary BMPs as necessary for the site conditions during construction;
 - b. Standard plates and/or specifications for the BMPs used on the project must be included in the final plans and specifications for the project;

- c. Estimated quantities tabulation must be included for all erosion prevention and sediment control BMPs in the erosion and sediment control plan, e.g., lineal feet of silt fence, square yards of erosion control blanket, etc.;
 - d. BMPs for dewatering activities;
 - e. Management of solid and hazardous wastes; and
 - f. Computations and documentation regarding the sizing and location of temporary sediment basins.
9. Both the applicant and the contractor shall sign the erosion and sediment control plan certifying their understanding of the measures and that penalties may be exacted by the Director of Public Works for failure to comply with the measures agreed upon.

B. Stormwater Management Plan Application Procedures:

1. A written application for stormwater management plan approval, along with the proposed stormwater management plan, the stormwater pollution prevention plan (SWPPP) if required by the NPDES General Construction Permit, erosion and sediment control plan as per subsection 9-5-6(A) of this chapter, and site construction plan, shall be filed with the Director of Public Works, when applicable, as per subsection 9-5-5(A)(3) of this chapter. The application shall include a statement indicating the purpose for which the approval is requested, that the proposed use is permitted by right or as an exception in the underlying zoning district, and adequate evidence showing that the proposed use will conform to the standards set forth in this ordinance.
2. Prior to applying for approval of a stormwater management plan, an applicant may have the stormwater management plan reviewed by the appropriate departments of the City. The SWPPP may be substituted for applicable portions of the stormwater management plan.
3. The stormwater management plan must be reviewed and approved by the Director of Public Works prior to issuance of a permit.
4. An electronic (PDF format) set of drawings and required stormwater management plan information shall be submitted to the Director of Public Works and shall be accompanied by all applicable fees.
5. Stormwater Management Plan Content:
 - a. If the project disturbs equal to or greater than one acre of land, the stormwater management plan shall contain the information required for compliance with the most recent requirements for a Storm Water Pollution Prevention Plan (SWPPP) as part of the Minnesota Pollution Control Agency's NPDES/SDS "Application for General Stormwater Permit for Construction.

- A copy of the NPDES General Construction Permit must be provided within seven days of receipt.
- b. The stormwater management plan and the site construction plan shall meet all of the requirements set forth in section 9-5-9 of this chapter.
 - c. The owner must have an approved stormwater management plan prior to conducting any land disturbing activity. The SWPPP must be a combination of narrative, plan sheets and, if appropriate, standard detail sheets that address the foreseeable conditions, at any stage in the construction or post construction activities.
 - d. Site Plan(s) shall including all the information listed in Section 9-5-6 (A)(6)-(7):
 - e. A site construction plan including all the information listed in Section 9-5-6 (A)(7).
 - f. Owners and operators shall ensure either directly or through coordination with other permittees that their plan meets all terms and conditions of this permit and that their activities do not render another party's erosion and sediment control and stormwater management plans ineffective.
 - g. A storm water facility maintenance agreement (SWFMA) indicating the responsible party or parties charged with the long-term operation and maintenance, repair, or replacement of any privately owned stormwater conveyance and BMP facilities. SWFMA shall also include information on the intended final ownership of the properties containing such facilities and the means by which inspection, operation, maintenance, repair, or replacement shall be funded and accomplished. The SWFMA shall specify the types and frequencies of routine and major maintenance activities. An annual inspection report on maintenance activities and inspections shall be submitted to the Director of Public Works by January 1st of each year for activities completed in the previous 12 month period.
 - h. Lot sizes, layout, numbers and preliminary dimensions of lots and blocks.
 - i. Minimum building setback lines as required by the zoning ordinance.
 - j. Areas and size of areas other than streets, alleys, pedestrian ways and utility easements, intended to be dedicated or reserved for public use.
 - k. Finished grading shown as 2 foot contours to clearly indicate the relationship of proposed changes to existing topography and remaining features.
 - l. A drainage plan of the developed site delineating in which direction and at what rate stormwater will be conveyed from the site and setting forth the areas of the site where stormwater will be allowed to collect.

- m. Location of proposed public sewer (storm and sanitary) and water mains.
 - n. A landscape plan, drawn to an appropriate scale, including dimensions and distances and the location, type, size and description of all proposed landscape materials and proposed ground cover (final stabilization) which will be added to the site as part of the development.
 - o. For bioretention systems, provide a plant palette of native vegetation species to be used and specify the size and spacing of plants.
 - p. Calculations for stormwater runoff volume, peak discharge velocities, and peak flow rates for the 2-yr, 24-hour event, 10-yr, 24-hour event, and 100-yr, 24-hour event.
 - q. Normal water level, 100-year high water level, and emergency overflow elevations for ponding areas on the site.
 - r. Any other information pertinent to the particular project that, in the opinion of the Director of Public Works, is necessary for the review of the project.
6. Alteration of the course, current, or cross-section of drainageways: For land disturbing activities that alter natural or constructed drainageways, the stormwater management plan shall additionally contain the following information:
 - a. Finished grading shown at contours at the same interval as provided above or as required to clearly indicate the relationship of proposed changes to existing topography and remaining features;
 - b. Bankfull discharge rate (typically, the 1.5 year recurrence interval) of creek or stream if there is a waterway on the site or if the site discharges directly to a waterway; and
 7. Models/Methodologies/Computations: Hydrologic and/or hydraulic models, calculations and design methodologies used for determining runoff characteristics and analyzing stormwater management structures. Plans, specifications and computations for stormwater management facilities submitted for review shall be signed by a registered professional engineer.
 8. Legal documents: Legal documents for securing temporary or permanent easements as necessary shall be submitted for review.
 9. Record Drawings for BMPs: All BMPs less than 200 square feet shall be located with a single survey point with the elevation and coordinates taken in the bottom center of the BMP. Larger BMPs shall be located with sufficient survey points to define the shape of the BMP.

9-5-7: EROSION AND SEDIMENT CONTROL PLAN STANDARDS AND APPROVAL:

- A. Approval: The applicant must develop an erosion and sediment control plan. The erosion and sediment control plan shall be completed prior to submitting any permit applications and prior to conducting any construction activity. The erosion and sediment control plan must be a combination of narrative, plan sheets and if appropriate standard detail sheets that address the foreseeable conditions, at any stage in the construction or post construction activities. The plan must include a description of the nature of the construction activity and the anticipated schedule of activities. The plan must address the potential for discharge of sediment and/or other potential pollutants from the site.
- B. Compliance with Other Plans: For any project disturbing one or more acres of land, all erosion and sediment control plans must be prepared by a qualified individual, conform to the MPCA's NPDES General Permit to Discharge Stormwater from Construction Sites, and incorporate the appropriate ESC BMPs described in the Minnesota Stormwater Manual.
- C. Site Erosion Control Design Standards: The erosion and sediment control plan requirements must be incorporated into the project's final plans and specifications and/or project documentation, as appropriate. The Site Erosion Control Plan shall include measures to ensure the following standards are fulfilled:
1. Sediment control practices must minimize sediment from entering surface waters, including curb and gutter systems and storm sewer inlets.
 2. Temporary or permanent drainage ditches and sediment basins that are designed as part of a treatment system (e.g., ditches with rock check dams) require sediment control practices as appropriate for site conditions.
 3. In order to maintain sheet flow and minimize rills and/or gullies, there shall be no unbroken slope length of greater than 75 feet for slopes with a grade of 3:1 or steeper.
 4. To limit soil erosion, all exposed soil areas must be stabilized as soon as possible but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
 5. Sediment control practices must be established on all down gradient perimeters before any upgradient land disturbing activities begin. These practices shall remain in place until final stabilization has been established.
 6. The timing of the installation of sediment control practices may be adjusted to accommodate short-term activities such as clearing or grubbing, or passage of vehicles. Any short-term activity must be completed as quickly as possible and the sediment control practices must be installed immediately after the activity is completed. However, sediment control practices must be installed before the next precipitation event even if the activity is not complete.

7. All storm drain inlets must be protected by appropriate BMPs during construction until all sources with potential for discharging to the inlet have been stabilized.
8. Temporary soil stockpiles must have silt fence or other effective sediment controls, and shall not be placed in surface waters, including stormwater conveyances such as curb and gutter systems, conduits, or ditches.
9. Vehicle tracking of sediment from the construction site (or onto streets within the site) must be minimized by BMPs such as stone pads, concrete or steel wash racks, or equivalent systems. Street sweeping must be used if such BMPs are not adequate to prevent sediment from being tracked onto the street.

D. Inspection and Maintenance:

1. The contractor shall designate a ESC Technician that shall:
 - a. Be familiar with all aspects of a given site's ESC activities.
 - b. Be responsible for all inspections, record keeping, communication, and/or coordination with the City, and implementation of required corrective actions.
 - c. Be available to visit the site during working hours within four hours of notification by the Director of Public Works.
 - d. Provide written documentation, with submittal of the Stormwater Pollution Prevention Permit application, of successful completion of ESC training as defined below, or other training/certification program approved by the Director of Public Works.
2. The ESC Technician must routinely inspect the entire construction site once every seven (7) days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours.
3. All inspections and maintenance conducted during construction must be recorded in writing and these records must be retained with the erosion and sediment control plan.
4. All erosion prevention and sediment control BMPs must be inspected to ensure integrity and effectiveness. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours after discovery, or as soon as field conditions allow access.
5. The owner and operator are responsible for the operation and maintenance of temporary and permanent water quality management BMP/IMPs, as well as all erosion prevention and sediment control BMPs, for the duration of the construction work at the site.

6. If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.

9-5-8: STORMWATER MANAGEMENT PLAN STANDARDS AND APPROVAL:

- A. Approval: No stormwater management plan which fails to meet the standards contained in this section shall be approved. All proposed projects required to submit a stormwater management plan, as per subsection 9-5-5(A) of this chapter, shall incorporate the erosion and sediment control plan requirements set forth in sections 9-5-6 and 9-5-7 of this chapter into the stormwater management plan.

The City may prohibit or restrict the use of stormwater infiltration practices when soil conditions, groundwater supply issues, safety issues, snow removal, and other concerns would show such practices to be impractical or unsafe. All such exceptions must be approved by the Director of Public Works. Specific prohibitions and restrictions on infiltration practices are:

1. Infiltration systems are prohibited:
 - a. Where industrial facilities are not authorized to infiltrate industrial stormwater under an NPDES/SDS Industrial Stormwater Permit issued by MPCA.
 - b. Where vehicle fueling and maintenance occur.
 - c. Where the bottom of the infiltration basin is less than 3 feet to bedrock or seasonally saturated soils.
 - d. Where high levels of contaminants in soil or groundwater will be mobilized by infiltration.
 - e. Within areas designated as Very High Vulnerability and High Vulnerability within a Drinking Water Supply Management Area (DWSMA).
2. The City restricts the use of infiltration systems in areas:
 - a. Low permeability soils (i.e., Hydrologic Soil Group D soils) or where a confining layer exists below the proposed basin.
 - b. Within 1,000 feet upgradient or 100 feet down gradient of active karst features.
 - c. Within the areas designated as: Moderate Vulnerability; and Low to Very Low Vulnerability within a Drinking Water Supply Management Area (DWSMA).
 - d. Where soil infiltration rates are more than 8.3 inches per hour.

3. For linear projects where the lack of right-of-way precludes the installation of volume control practices that require volume control in accordance with subsection 9-5-8(D)(1) of this chapter, the City may allow a lesser volume control on the construction site provided a reasonable attempt has been made to obtain right-of-way during the project planning process and:
 - a. One or more of the prohibited or restricted site conditions listed above exists; and
 - b. The owner implements other practices (e.g., evapo-transpiration, reuse, conservation design, green roofs, etc.) on the site that may not fully meet the volume control requirements.

- B. Compliance with Other Plans: All stormwater management plans must be prepared in accordance with the City Plans, City permits, TMDL allocation plans, and other special district plans as adopted and amended from time to time.

- C. Stormwater Management Criteria for Permanent Facilities: The applicant shall install or construct, on or for the proposed land disturbing or development activity, all stormwater management facilities necessary to manage increased runoff in compliance with design standards set forth in the Inver Grove Heights Stormwater Manual – Northwest Area (2006) and all subsequent revisions and as directed by the Director of Public Works.
 1. Stormwater BMPs and IMPs shall infiltrate 1.0 inch of runoff from new impervious surfaces for new developments. For redevelopment projects, stormwater BMPs and IMPs shall infiltrate 1.0 inch of runoff from new and redeveloped impervious.

 2. Pollutant Removal Requirements:
 - a. For projects that have met the infiltration/volume control requirements above, the pollutant removal requirements are considered to be met.

 - b. For projects where infiltration is prohibited or restricted (see subsections 9-5-8(A)(3)(a) and 9-5-8(A)(3)(b) of this chapter), the following pollutant removal standards apply prior to site discharge reaching a downstream receiving water: achieve a minimum 85% removal of total suspended solids and minimum 55% removal of total phosphorus.

 - c. For redevelopment projects, BMPs shall be such that there is a net reduction in phosphorus and total suspended solids loading from the redevelopment site when compared to the existing (currently developed) site.

 - d. Where projects propose multiple BMPs in a treatment train approach to meet the pollutant removal requirements, at least 50% of the project area shall be treated in BMPs located in the upstream areas of the site.

3. Low Impact Development (LID), or Green Infrastructure, design concepts shall be incorporated into development projects located in the Northwest Area and in other landlocked basins in the City. In all other parts of the City, LID design concepts must be implemented where ever possible. Specific LID-related requirements for the Northwest Area and other land locked basin areas include:
 - a. Post development runoff volume must match predevelopment runoff volume for the 5-year 24-hour event.
 - b. Proposed developments must use infiltration raingardens, vegetated swales, parking lot bioretention, infiltration basins/trenches, disconnection of impervious surfaces, green roofs, and other LID techniques.
 - c. Mass grading should be avoided to reduce compaction of natural/open space areas.
 - d. Joint parking and shared driveway arrangements are encouraged.
 - e. Pervious materials may be used for parking lot surfaces and are encouraged for single-family residential driveways.
 - f. Parking lot curbing generally must be flat (ribbon curb) or have breaks at regular intervals (curb cuts) to convey runoff into the stormwater system.
 - g. Residential downspouts and sump pumps must discharge to cisterns and/or permeable surfaces. Non-residential downspouts and sump pumps must meet this requirement if reasonably possible.
 - h. Narrower street widths are allowed, with restrictions.
4. Applicants shall include methods for reducing the amount of impervious surface on their sites. Methods to use include:
 - a. Reducing road widths, such as allowing parking on only one side of a residential street.
 - b. Eliminating pavement in the center of cul-de-sacs.
 - c. Reducing sidewalk widths.
 - d. Allowing and providing for shared parking.
 - e. Creating a smaller building footprint (e.g., building two-story houses instead of one-story houses).

- f. Installing semipermeable/permeable paving, where feasible.
5. Storm sewer conveyance systems will be designed to provide discharge capacity for the 10 year frequency runoff event. The City may allow variances to this standard in areas where a new storm sewer system would connect to an existing storm sewer system that does not have and is not expected in the future to have a 10 year capacity. The portions of the system that convey outflows from ponding areas will be sized to convey the critical 10 year storm flow or the required 100 year outflow from upstream ponding areas, whichever is greater. The storm sewer systems shall be designed for 10 year storm events and their performance shall be analyzed for storms exceeding the design storm.
 6. Post-development peak discharge rates shall not exceed existing discharge rates for the 2-year, 5-year, 10-year, and 100-year (50 percent, 20 percent, 10 percent, and 1 percent probability) 24-hour duration storm events. Hydrologic modeling to calculate the flood levels resulting from the 2-year, 5-year, 10-year, and 100-year 24-hour duration storm events shall be submitted for review.
 7. Atlas 14 precipitation and storm distribution data shall be used for all hydrologic/hydraulic analyses.
 8. The City will require the incorporation of emergency overflow structures (e.g., swales, spillways), where feasible, into pond outlet structure designs to prevent undesired flooding resulting from storms larger than the 100-year (1 percent) event or plugged outlet conditions.
 9. All ponds shall use multi-stage outlets where needed to control flows from smaller, less frequent storms and help maintain base flows in downstream open channels. Pipes entering wet ponds shall have the invert elevation set 0.5 feet below the pond normal water level.
 10. For culvert outlet velocities less than or equal to 4 fps, check shear stress to determine if vegetation or riprap will be adequate. If vegetation is used, temporary erosion control during and immediately follow construction shall be used until vegetation becomes established. For velocities greater than 4 fps, energy dissipaters shall be designed in accordance with MnDOT Design Criteria.
 11. The placement of skimming devices at the outlet of all on-site detention basins to capture trash and floatable debris is required.
 12. For landlocked basin areas only the existing tributary area will be allowed to discharge to a landlocked basin, unless provisions have been made for an outlet from the basin. The water quality and flooding impacts of proposed outlets from landlocked basins on downstream water resources shall be evaluated.

13. The Lowest Floor Elevation (LFE) of any structure adjacent to an inundation area with an outlet shall be at least two (2) feet above the 100-year flood level. For the purposes of this section, structure means a walled and roofed building, including gas or liquid storage tanks, that is principally above ground. The term includes recreational vehicles and travel trailers on site for more than 180 days.
14. The Lowest Floor Elevation (LFE) of any structure (as described in Item 13) adjacent to a landlocked basin or inundation area shall meet the following standards and as illustrated in Figure 1:
- Scenario 1: Where the 100-year flood level is 0 to 6 feet below the natural overflow elevation (NOF) the LFE shall be the greater of the 100-year elevation plus 2 feet or the NOF plus 1 foot. The NOF must be maintained and an easement obtained over the NOF.
 - Scenario 2: Where the 100-year flood level is 6 to 18 feet below the NOF, the LFE shall be the 100-year elevation plus 6 feet. The overflow shall consist of a drop inlet having a minimum pipe diameter of 18 inches and an invert set 4 feet above the 100-year flood level.
 - Scenario 3: Where the 100-year flood level is more than 18 feet below the NOF, the LFE shall be the 100-year elevation plus 10 feet. The overflow shall include an easement corridor and contingency for a future gravity outlet or lift station outlet.
 - For all landlocked basins, the LFE shall be set at least 1 foot above the greater of the back-to-back 100-year storm event and a 100-year 10-day snow melt.

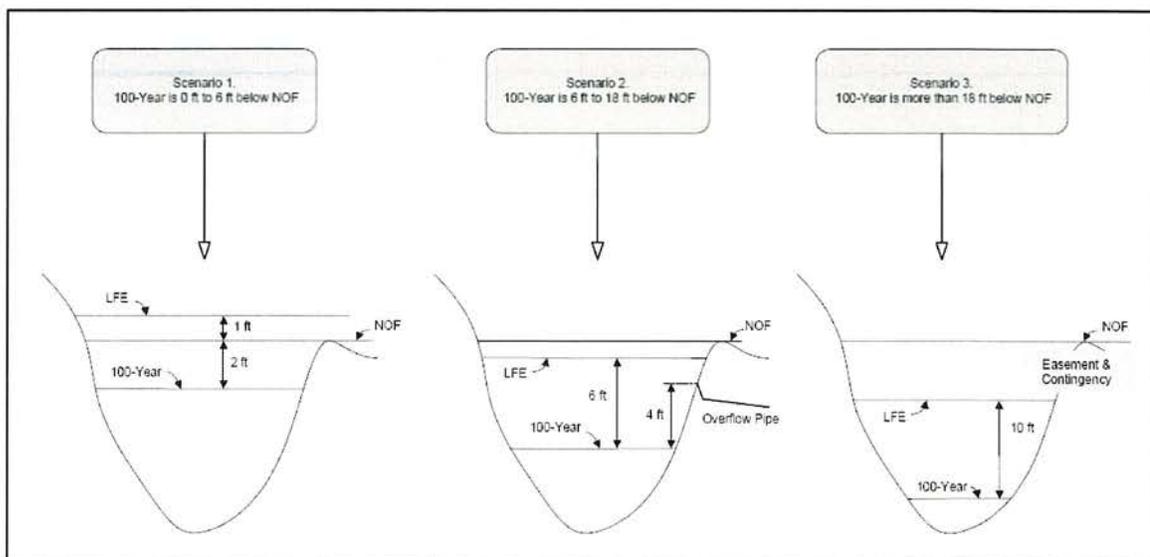


Figure 1: Lowest Floor Elevation Standards for Landlocked Basins

- D. Mitigation For Permanent Facilities: If the applicant, in consultation with the Director of Public Works, believes that the requirements for volume control, TP and/or TSS cannot be met on the site of the original construction activity, the applicant may request to pursue mitigation off-site and provide appropriate documentation to the city as support for a request to pursue mitigation. The proposed mitigation must meet the following criteria:
1. Mitigation project areas should be selected in the following order of preference and in consultation and with approval by the city:
 - a. Locations that yield benefits to the same receiving water that receives runoff from the original construction activity.
 - b. Locations within the same Department of Natural Resource (DNR) catchment area (or City subwatershed area shown in the WRMP) as the original construction activity.
 - c. Locations in the next adjacent DNR catchment area (or City subwatershed area shown in the WRMP) up-stream.
 - d. Priority locations within the city.
 2. Mitigation projects must involve the creation of new structural stormwater BMPs, the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP.
 3. Routine maintenance of structural stormwater BMPs required by this section cannot be used to meet mitigation requirements.
 4. Mitigation projects must be completed within 24 months after the start of the original construction activity.
 5. If the mitigation project is a private structural stormwater BMP and the city is not responsible for long-term maintenance of the project, the city will require written and recorded documentation of maintenance responsibilities.
- E. Models/Methodologies/Computations: Hydrologic models and design methodologies used for determining runoff characteristics and analyzing stormwater management structures shall be as set forth in the Inver Grove Heights Stormwater Manual – Northwest Area (2006) and all subsequent revisions and as directed by the Director of Public Works.
- F. Legal Documents: Legal documents for securing permanent easements as necessary shall be submitted for review. Easements extending up to at least the 100-year flood elevation over floodplains, detention areas, wetlands, ditches, and all other parts of the stormwater system shall be conveyed to the City.

9-5-9: STORMWATER AND URBAN RUNOFF POLLUTION CONTROL:

A. Good Housekeeping Provisions: Any owner or occupant of property within the City shall comply with the following good housekeeping requirements:

1. No person shall leave, deposit, discharge, dump, or otherwise expose any chemical or septic waste in an area where discharge to streets or storm drain systems may occur. This section shall apply to both actual and potential discharges.
2. Runoff of water from residential property shall be minimized to the maximum extent practicable. Runoff of water from the washing down of paved areas in commercial or industrial property is prohibited unless necessary for health or safety purposes and not in violation of any other provision of the City's Code.
3. Storage of Materials, Machinery, and Equipment:
 - a. Objects, such as motor vehicle parts, containing grease, oil or other hazardous substances, and unsealed receptacles containing hazardous materials, shall not be stored in areas susceptible to runoff.
 - b. Any machinery or equipment which is to be repaired or maintained in areas susceptible to runoff shall be placed in a confined area to contain leaks, spills, or discharges.

B. Removal of Debris and Residue: All motor vehicle parking lots located in areas susceptible to runoff shall be kept clean of debris and residues. Such debris shall be collected and disposed of properly. Fuel and chemical residue or other types of potentially harmful material, such as animal waste, garbage or batteries, which are located in an area susceptible to runoff, shall be removed as soon as possible and disposed of properly. Household hazardous waste may be disposed of through the County collection program or at any other appropriate disposal site and shall not be placed in a trash container.

9-5-10: MAINTENANCE OF PERMANENT STORMWATER FACILITIES:

A. Maintenance of stormwater pollution prevention BMPs shall meet the following minimum standards:

1. All stormwater pollution prevention BMPs shall be designed to minimize the need for maintenance, to provide access for maintenance purposes, and to be structurally sound.
2. All stormwater pollution prevention BMPs shall have a plan of operation and maintenance that assures continued effective functionality as designed.
3. Upon completion of all construction on a given site, stormwater pollution prevention BMPs shall be maintained as necessary to return the BMP to its original design function and capacity.

- B. Assignment of responsibility for maintenance of facilities, associated costs, and necessary easements are detailed in the stormwater facilities maintenance agreement or improvement agreement for the project.
- C. If site features/BMPs that are implemented to comply with the permanent stormwater requirements change such that a reduction in the intended design function and capacity is determined by the City, the owner will be required to maintain the BMP to restore the intended design function and capacity of the BMP, modify the BMP or create a new BMP(s) to ensure that the features/BMPs on site meet the intended design function and capacity.

9-5-11: PENALTY, ENFORCEMENT, RIGHT OF ENTRY:

- A. Any person, firm or corporation violating any provision of this chapter shall be fined as provided in section 1-4-1 of this code, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. (1974 Code 430.21; amd. 2008 Code)
- B. The Director of Public Works may inspect construction sites for compliance with provisions of this ordinance.
- C. Notification of Failure of the Erosion and Sediment Control Plan or Stormwater Management Plan.
 - 1. Notification by City: If upon notification by the City of an observed failure of the erosion and sediment control plan or stormwater management plan measures, the contractor fails to correct the failure within Forty-eight (48) hours after notification by the City or the time specified by the City, the City, at its discretion, may begin corrective work.
 - 2. Erosion Off-Site: If erosion breaches the perimeter of the site, the applicant shall immediately develop a cleanup and restoration plan, obtain the right-of-entry from the adjoining property owner, and implement the cleanup and restoration plan within forty-eight (48) hours of obtaining the adjoining property owner's permission. In no case, unless written approval is received from the City, may more than seven (7) calendar days go by without corrective action being taken. If in the opinion of the City, the permit holder does not repair the damage caused by the erosion, the City may do the remedial work required.
 - 3. Erosion/Sediment Deposition into Streets, Wetlands, or Water Bodies: The applicant shall immediately cleanup and repair any eroded soils (including tracked soils from construction activities) or sediment that has entered, or appears likely to enter, streets, wetlands, or other water bodies. The applicant shall provide all traffic control and flagging required to protect the traveling public during the cleanup and repair operations.
 - 4. Failure to Do Corrective Work. When an applicant fails to conform to any provision of this chapter within the time stipulated, the City may take the following actions.

- a. Withhold the scheduling of inspections and/or the issuance of a Certificate of Occupancy.
- b. Revoke any permit issued by the City to the applicant for the site in question or any other of the applicant's sites within the City's jurisdiction.
- c. Direct the correction of the deficiency by City staff or by a separate contract. The issuance of a permit constitutes a right-of-entry for the City or its contractor to enter upon the construction site for the purpose of correcting deficiencies in the erosion and sediment controls and stormwater management facilities.
- d. All costs incurred by the City in correcting erosion and sediment controls and stormwater management deficiencies shall be reimbursed by the applicant. If payment is not made within thirty (30) days after costs are incurred by the City, payment will be made from the applicant's financial securities, as set by other City permits/approvals.
- e. If there is an insufficient financial amount in the applicant's financial securities to cover the costs incurred by the City, then the City may assess the remaining amount against the property.

D. Notification of Need for Maintenance, Repair, or Replacement of Existing Private Stormwater Facilities of a Non-Critical Nature:

If, upon inspection, the City finds that any private stormwater management facilities require maintenance, repair, or replacement, but such deficiencies do not create a critical or imminent threat to adjacent properties, the environment, or other stormwater facilities; the party or parties responsible for the continued operation of the facilities shall be given written notice of the findings, the actions required to correct the situation, and a timetable by which such activities must be completed. Such parties shall have 15 days to reply to the City indicating their response to the notice.

If the responsible party or parties do not complete the necessary activities stipulated by the City Public Works Department, the City, after notice, may order that such activities be completed by the City or its designated contractor and that all costs associated with such activities be certified by the Director of Public Works to the Council. The amount so charged shall be a lien upon the properties benefiting from and utilizing the stormwater facilities maintained, repaired or replaced and shall be added to, become, and form part of the taxes next to be assessed and levied upon such properties. The Council shall, by appropriate resolution, assess the above-mentioned costs against said properties, and certify the same to the County. The same shall be collected and enforced in the same manner as the collection of real estate taxes.

E. Operator Responsibility: The contractor is jointly responsible with the owner for compliance with all portions of the permit and stormwater management plan prior to final completion of construction activities.

9-5-12: CONFLICTING PROVISIONS:

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

To the extent this Chapter imposes standards that are inconsistent with other City codes or requirements, code or standard that imposes the more restrict requirements shall prevail.

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

Passed in regular session of the City Council on the ___ day of _____, 2016.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Michelle Tesser, Deputy City Clerk