INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, APRIL 22, 2013
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS
4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

A. i) Minutes – April 1, 2013 Council Study Session _____
ii) Minutes – April 8, 2013 Regular City Council Meeting _____

B. Resolution Approving Disbursements for Period Ending April 17, 2013 _____

C. Pay Voucher No. 1 for City Project No. 2006-08, Asher Water Tower Replacement _____

D. Change Order No. 2, Final Compensating Change Order No. 3, Final Pay Voucher No. 3, Engineer's Final Report and Resolution Accepting Work for City Project No. 2010-41, TH 3 Turn Lanes at Autumn Way _____

E. Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located at 8255 College Trail _____

F. Approve Custom Grading Agreement and Indemnification Agreement for 10130 Adam Avenue _____

G. Resolution Approving and Ratifying the Submittal of a Grant Application for a TMDL Storm Water Grant with Minnesota Pollution Control Agency (MPCA) for City Project No. 2011-02, Concord Boulevard Basin at 78th Street _____

H. Resolution Approving and Ratifying the Submittal of a Grant Application for a TMDL Storm Water Grant with Minnesota Pollution Control Agency (MPCA) for City Project No. 2011-15, Orchard Trail Storm Water Improvements _____

I. Resolution Approving and Ratifying the Submittal of a Grant Application for a TMDL Storm Water Grant with Minnesota Pollution Control Agency (MPCA) for City Project No. 2013-03, SP 27 Storm Water Facilities Repairs _____

J. Accept Quotes and Approve Proposal from SEH, Inc. for a Wetland Delineation Report for City Project No. 2012-07, Bohrer Pond Northwestern Pre-Treatment Basin Restoration _____

K. Accept and Approve Proposal from Braun Intertec Corporation for Street Geotechnical Exploration for the Five Year Pavement Management Program Plan _____

L. Approve Purchase of Indoor Sweeper for Veterans Memorial Community Center _____

M. Approve Joint Powers and Easement Agreement with Dakota County for the Construction of Trailhead Facilities on City Property Located at 4465 – 66th St _____

N. Approve Turf Care Products in the Park System for 2013 _____

O. Consider Naming of Park Land _____

P. Approve 2013-2014 Collective Bargaining Agreement with Law Enforcement Labor Services (LELS), Local 84 _____

Q. Approve the 2012 Budget for the Economic Development Authority Fund _____

R. Approve Amended Joint Powers Agreement with Dakota County for Purpose of Establishing a Pharmaceutical Drug Disposal Program _____

S. Approve Appointment of Assistant Fire Chief to Full Time, Permanent Status _____

T. Personnel Actions _____

5. PUBLIC COMMENT: Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Public Hearing to Order City Project No. 2013-09E, 2013 Pavement Management Program – Henry Avenue Bituminous Pavement Removal and Replacement _____

B. CITY OF INVER GROVE HEIGHTS; Consider Approve of Temporary On-Sale Intoxicating Liquor License for St. Patrick's Catholic Church, 3535 72nd St. E. _____

7. REGULAR AGENDA:

ADMINISTRATION:

A. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance Regulating the Feeding of Deer _____

COMMUNITY DEVELOPMENT:

B. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance Amendment to Allow Chickens in Single Family Residential Areas _____

C. PAUL BUTE; Consider a Resolution relating to a Variance to allow a 2,400 Square Foot Accessory Structure on a Lot Less than 5.0 Acres in Size for Property Located at 10016 Barnes Avenue _____

D. **MICHAEL & RUTH NEWBAUER**; Consider a Resolution relating to a Variance to allow a New Home 20 Feet from the Front Property Line whereas 30 Feet is Required for Property Located at 7930 Blanchard Way _____

E. **CITY OF INVER GROVE HEIGHTS**; Consider an Ordinance Amendment Rezoning Three Parcels from I-1, Limited Industry to P, Institutional located along 66th Street at the Intersection of Doffing Avenue _____

ADMINISTRATION:

F. **CITY OF INVER GROVE HEIGHTS**; Consider the First Reading of an Ordinance Amending City Code Section 4-7-13 relating to Designated Trade Area Expenditures _____

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 Melissa Kennedy at 651.450.2513 or mkennedy@invergroveheights.org

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, APRIL 8, 2013 - 8150 BARBARA AVENUE

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, April 8, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Community Development Director Link, Public Works Director Thureen, Finance Director Smith, Parks and Recreation Director Carlson, Police Chief Stanger, and Deputy Clerk Kennedy

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Mayor Tourville removed Item 4A from the Consent Agenda.

Citizen Allan Cederberg requested that Items 4C, 4D, and 4G be removed from the Consent Agenda.

Councilmember Bartholomew removed Item 4H from the Consent Agenda.

B. Resolution No. 13-36 Approving Disbursements for Period Ending April 3, 2013

E. Accept Quote and Proposal for Fire Hydrant Replacement

F. Accept Proposals for Street Patching Services

I. Appoint Finance Director to Full Time, Permanent Status

J. Personnel Actions

Motion by Madden, second by Piekarski Krech, to approve the Consent Agenda

Ayes: 5
Nays: 0 Motion carried.

A Minutes – March 25, 2013 Regular Council Meeting

Mayor Tourville stated he would abstain from the vote because he was absent from the meeting.

Motion by Piekarski Krech, second by Mueller, to approve the Minutes of the March 25, 2013 Regular Council Meeting

Ayes: 4
Nays: 0
Abstain: 1 (Tourville) Motion carried.

C. Approve Change Orders 27 through 32 for City Project No. 2008-18

D. Approve Pay Voucher No. 28 for City Project No. 2008-18

G. Approve Mediated Settlement Agreement

Mr. Lynch explained the building project was completed in 2011 but there were outstanding issues yet to be resolved with the architect and the contractor. The City went through mediation with both the architect and the contractor and reached a tentative settlement agreement. The change orders and pay voucher listed on the agenda required approval by the Council to conclude the negotiations with the contractor and the architect with respect to the settlement agreement.

Councilmember Piekarski questioned items PR194R and GCPR54 listed on the change orders. She stated PR194R was related to the microwave and the ducting and questioned whether or not any modifications were made to that amount as a result of the discussions with the contractor and the architect.

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Ms. Teppen explained the duct work was not included in the original contract documents and that would have been an issue attributed to the architect. She stated the with respect to GCPR54 the leaks were not identified at the beginning of the project and were discovered as the project went on and investigation was done on the lower level.

Councilmember Piekarski Krech clarified that the leaks were found in the renovated side of the building.

Ms. Teppen confirmed the leaks were found in the original structure on the lower level, an area that was not fully renovated. She noted items 4C, 4D, and 4G were all part of the settlement package.

Councilmember Piekarski Krech questioned why the roof repairs to the bowl area were listed when a different contractor was hired to do the roofing.

Ms. Teppen explained the item related to a different portion of the roof that was a part of the work completed by the original contractor on the Public Safety addition. A different contractor, B&B Sheet Metal, was hired to complete the work on the roof of the renovated City Hall building. She stated where the two roofs came together some leaks were discovered and it was determined the issues were the result of work done as part of the original contract for the roof on the Public Safety addition.

Mayor Tourville reiterated the negotiated settlement agreement was the result of the mediation process the City participated in with the contractor and the architect.

Allan Cederberg, 1162 82nd St. E., questioned what was meant by the language "$6,000 and eight (8) days" in the settlement agreement.

Mr. Lynch explained the original contract addressed the amount of time the contractor had to complete and fulfill their obligations. Any time there were change orders that affected the contracted amount of time it was noted. When all of the change orders were processed it resulted in the addition eight (8) days to the defined period of time for contract completion.

Mr. Cederberg stated he was confused about the change orders. He claimed the foundation was changed because buried cable was found and he questioned if the City paid for that change order or if that was the responsibility of the contractor.

Mr. Lynch clarified that the foundation was not changed because there was cable in the ground. He explained there was a power line that needed to be adjusted and moved because of construction, but the plans for the building were not changed as a result. There was a negotiation between the contractor and the City with respect to who was responsible for payment for that work. He noted the power company also contributed towards the cost for relocation of the power line.

Mr. Cederberg questioned the amount that was identified on the pay voucher as "less retained (5%)" because $75,000 was not 5% of the total contract amount.

Mr. Lynch explained $75,000 was the negotiated amount the City is withholding from the contract because there is an outstanding issue with the parking lot to the east of the building. He stated the amount was not equal to 5% of the total contracted amount for the project.

Mr. Cederberg stated he was disappointed that the City Hall task force was not allowed to explore the possibility of the self-containment of storm water on the property, similar to the regulations set forth for the Northwest Area. He added the City paid for construction and observation services and many issues were missed. He opined when the cracks in the floor were first discovered in the Public Safety addition the project should have been stopped and that the project was not managed properly by the City Administrator. He claimed the contract was loose and did not adequately protect the City. He questioned if the original building contract had been reviewed by the City Attorney.

Mayor Tourville asked the City Attorney if he reviewed the original contract.

Mr. Kuntz responded in the affirmative.

Councilmember Madden disagreed with some of the comments that were made regarding the management of the project and opined that the City Administrator has done a fine job working for the City.

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Mayor Tourville thanked Councilmember Piekarski Krech for participating in the mediation group. He stated none of the parties involved were 100% satisfied with the settlement but the process did serve as a means to negotiate outside of court.

Motion by Madden, second by Bartholomew, to approve Change Orders 27 through 32 for City Project No. 2008-18, Pay Voucher No. 28 for City Project No. 2008-18, and the Mediated Settlement Agreement

Ayes: 5
Nays: 0 Motion carried.

H. Approve Contract to Provide Golf Course Maintenance Services to the Mendota Heights Par 3 Golf Course

Mr. Carlson stated following discussion at the Council work session on April 1st, staff was directed to talk to the City of Mendota Heights to address concerns regarding potential exposure the City would have with respect to the maintenance of the equipment and irrigation system at the Mendota Heights course. He explained the City of Mendota Heights was comfortable removing both items from the contract. Mendota Heights proposed to reimburse the City for both time and materials for any work required by City staff on equipment that was over and above simple oil changes or beyond the start up and shut down of the irrigation system. The revised contract was for $45,180 and the City's projected expenses were $38,650 for a projected net profit of $6,530.

Councilmember Bartholomew commended staff for answering the questions posed by Council and presenting the information that was requested. He expressed several concerns regarding the proposal. The first was related to a question of the City's primary focus. He opined the primary focus should be on Inver Wood and all efforts should be geared towards improving operations to make them as efficient as possible. He explained he saw the issue as a potential distraction for Inver Wood staff because the proposal intended to leverage 296 hours of supervisory time to the Mendota Heights course. He stated that made him question whether the current staff had that much capacity to take on the project or if the employees would be overworked. He opined either way it would not result in a positive ending for Inver Wood or the City. He explained he liked the idea of helping a neighboring community, but felt that the situation was not a pertinent example of a substantial reason to help a neighbor such as in an emergency. He viewed the proposal as an expansion of service and of an enterprise that the City should not be involved in. He clarified that he understood the City was already involved in the enterprise with Inver Wood and had a responsibility to make it viable. He explained he saw little reward for the City given the potential risk and felt the projected profit was too small to warrant the risk.

Councilmember Piekarski Krech disagreed with Councilmember Bartholomew's sentiments. She explained she looked at the situation as an opportunity to cooperate with a neighboring community and be an example of how cities can take advantage of specialized services to work together. She opined that the City had to stop being so parochial and start making an effort to branch out. She stated the grounds crew at Inver Wood has always done a fine job and she felt they saw the opportunity as a challenge. She opined it is not that the staff does not have enough to do at Inver Wood and the proposal was something different that would challenge the staff. She supported the proposal and noted it was a one year contract that could be reviewed after the season.

Councilmember Mueller stated he was opposed to the proposal because he objected to the City being involved in private enterprise. He explained he would consider supporting the proposal if the profit for the City was higher.

Councilmember Madden opined the risk was not worth the minimal profit the City could earn. He stated he was concerned primarily with the City's exposure to potential accidents or liabilities that would not otherwise be incurred. He noted he would like to help another city but his main concern was Inver Grove Heights and he would like to see staff concentrate on doing the best job they can at Inver Wood.

Mayor Tourville explained he would support the proposal because the two major concerns he had regarding the equipment and the irrigation system were addressed and would now be reimbursed based

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on time and materials. He clarified that two (2) seasonal labor positions would be hired to work exclusively at the Mendota Heights course. He noted what Mendota Heights was most interested in was the expertise the Inver Wood staff could provide with respect to the maintenance and care of the course. He reiterated it would be a one year contract that could be reviewed to determine whether or not it was a viable decision. He opined it could also open up future opportunities for Inver Wood to perform similar services for other courses in neighboring communities. He noted Inver Wood was not included in the City's operating budget and was an enterprise endeavor. He explained staff is challenged with making sure that the expenses stay within the golf course enterprise. He clarified operating funds were not proposed to be used for the proposed venture with Mendota Heights or for the operation of Inver Wood. He stated it is a unique opportunity that would benefit both parties involved.

Motion by Bartholomew, second by Mueller, to deny Contract to Provide Golf Course Maintenance Services to the Mendota Heights Par 3 Golf Course

Ayes: 3
Nays: 2 (Piekarski Krech, Tourville) Motion carried.

5. <u>PUBLIC COMMENT:</u>

6. <u>PUBLIC HEARINGS:</u> None.

7. <u>REGULAR AGENDA:</u>

ADMINISTRATION:

A. CITY OF INVER GROVE HEIGHTS; Consider First Reading of an Ordinance Regulating the Feeding of Deer

Mayor Tourville explained the City has looked at separating the urban from the rural areas to allow residents in rural areas to continue feeding the deer. The intent of the ordinance was to regulate feeding in the urban areas of the city.

Ms. Teppen explained the item was previously discussed by Council on February 25th and staff was directed to prepare a revised draft ordinance. She stated the revised draft included amended language to reflect Council direction to allow deer feeding only in the rural portions of the City. Because there was discussion regarding making the deer feeding boundaries contiguous with the bow hunting boundaries, the bow hunting map was provided for review and could be amended to reflect that deer feeding was allowed in all areas where bow hunting was allowed. She explained the areas where feeding would not be allowed would primarily be comprised of the urban areas. Other amendments to the draft ordinance included removal of the language "or is likely to attract" from the "prohibition" section. She stated there was a lot of discussion regarding the height requirement for bird feeders. The regulation included in the proposed ordinance was taken from an ordinance adopted by Sunfish Lake. The DNR also included a six (6) foot height requirement for bird feeders in 2011 when they imposed a no feeding rule in southern Minnesota counties to curb the spread of chronic wasting disease. She explained the height requirement raises feed off of the ground so deer are not likely to spread the disease through bodily fluids. She noted Council was also provided with copies of the comments received from citizens as well as a copy of the draft ordinance supplied by Mr. Vance Grannis.

Councilmember Piekarski Krech stated most people have hanging feeders and in order to hang it at the appropriate height to fulfill the requirement they would need to use a ladder and for some that may be physically difficult to accomplish. She opined the height requirements were likely meant to address shallow feeders or feeding on the ground. She noted deer were not able eat out of the hanging feeders shaped like a tube.

Mayor Tourville stated if there is no height restriction on the bird feeder everyone will just say they are feeding the birds even though there is feed on the ground. He noted the DNR included the height requirement for a specific reason.

Councilmember Piekarski Krech stated she would prefer the language suggested by Mr. Grannis with respect to the definition of feeding contained in Section 1(D) of his proposed draft ordinance. She opined

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that the height requirement, even at five (5) feet, was onerous.

Councilmember Madden questioned if staff had considered the draft ordinance submitted by Mr. Grannis.

Ms. Teppen explained Council's direction at the February 25th meeting was for staff to return with a revised ordinance. Staff did not incorporate Mr. Grannis' provisions because Council did not provide direction to that effect. She noted the draft ordinance written by Mr. Grannis was provided subsequent to the February 25th Council meeting.

Councilmember Mueller stated he preferred the draft supplied by Mr. Grannis. He explained he preferred the Grannis definition of the "no deer feeding zone" to the bow hunting map because he would rather have the areas defined in writing rather than on a map.

Councilmember Piekarski Krech stated she would like to see a map that incorporates Mr. .Grannis' boundaries because it would be easier to identify the "no feeding" areas. She stated the goal is to make sure that the densely populated areas, such as Southern Lakes, are part of the "no feeding" zone.

Councilmember Bartholomew stated the "no feeding" area would be too limited if the bow hunting map was used. He explained he would like to see some of the areas along Inver Grove Trail opened up with the idea being to keep more deer along the river. He stated he would be in favor of expanding the "no feeding" areas on the map and using color to make the defined areas easily understood and recognizable.

Amy Hunting, 2645 96th St. E., stated she read many of the comments residents submitted and felt that there was some misunderstanding as to the purpose of the ordinance. Her understanding was that the purpose of the ordinance was not to reduce the number of deer in the City, but to relocate the deer out of the urban areas because of the problems they are causing. She requested that a purpose be included in the final draft of the ordinance to make it clear why the regulations were being imposed. She stated the way the ordinance was rewritten it makes it seem as though if you live in a non-deer feeding area it is ok to have bird seed on the ground because it says that "non-bird seed mix" is the only thing a person cannot have on the ground. She stated there has to be a requirement to raise bird food off of the ground because if it is on the ground the deer will continue to eat it. She explained she was in favor of the ordinance because the regulations were needed for those in the urban area.

Mayor Tourville stated it would be beneficial to have the boundaries defined both in writing and on a map.

Councilmember Madden asked if the bird feed issue could be resolved by limiting the quantity that is allowed to be on the ground.

Mayor Tourville stated he knows the height requirement for bird feeders is a sticking point for the DNR.

Councilmember Piekarski Krech stated it should only apply to open feeders, not the enclosed tube feeders.

Mayor Tourville stated the most important suggestion is to not allow feed to be thrown on the ground.

Mr. Cederberg questioned if the City had an animal control officer to regulate the deer ordinance.

Ms. Teppen explained the City's police officers also serve as animal control. The ordinance could be enforced through a combination of animal control and the code enforcement officer, though further discussion amongst staff was needed regarding the issue.

Mayor Tourville reiterated further clarification regarding enforcement would be discussed during the second and third readings of the ordinance.

Ruth Rechtzigel, 10620 Courthouse Boulevard, commented that some birds will only eat from the ground. She stated realistically a deer is not obtaining much food from a bird feeder.

Mayor Tourville stated he has not received one complaint from people who live in the rural areas. The complaints have come from people in the urban areas where some feel deer are purposely being fed in order to attract them into the area. He reiterated the purpose is to make the rural areas more attractive to the deer so they will relocate away from the urban areas.

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Councilmember Bartholomew clarified that the height restriction would only apply to the areas designated as “no feeding”.

Mayor Tourville noted this did not mean that the bow hunting areas would be changed or expanded.

Councilmember Bartholomew stated that was a completely separate issue.

Councilmember Piekarski Krech stated she would like to see staff incorporate more of the ordinance submitted by Mr. Grannis, specifically section “D” related to defining actions that would be considered “feeding”.

Councilmember Bartholomew questioned if Council would consider reducing the penalty for violations to that of a petty misdemeanor.

Ms. Teppen stated violations of the City Code are misdemeanors. She noted Council did reduce the penalty to a petty misdemeanor for violations of the garage sale ordinance.

Mayor Tourville suggested staff look into the issue and come back with a recommendation for the second reading.

Mr. Kuntz addressed the direction provided with respect to subpart “D”. He referenced the language “no person shall knowingly feed deer. No person shall do so in a manner that is intended to attract or likely to attract deer”. He explained the words knowingly, intended to, and likely to all refer to the mental state of an individual and it would be very difficult to prove the mental state of an individual when a violation occurs. The language in the draft provided by staff used the words “that attracts or is designed to attract”, which are more objective standards that can be applied. He questioned if Council would agree to retain the language “attracts or is designed to attract” if some of the examples provided by Mr. Grannis were also incorporated.

The Council agreed with Mr. Kuntz’s suggestion.

Mr. Kuntz stated the height requirement for bird feeders comes from a similar restriction previously imposed by the DNR. He explained if a lesser height were considered it would have to be in some manner that would prevent access by deer.

Councilmember Bartholomew suggested adding language to the effect of “a feeder that is designed to feed birds”.

Motion by Madden, second by Piekarski Krech, to approve the First Reading of an Ordinance Regulating the Feeding of Deer with the changes as directed.

Ayes: 5
Nays: 0 Motion carried.

COMMUNITY DEVELOPMENT:

B. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of an Ordinance Amendment to Allow Chickens in Single Family Residential Areas

Mr. Hunting explained the proposed ordinance would allow chickens in single family districts zoned E-2, R-1A, R-1B, R-1C, and R-2. Chickens are currently permitted on properties zoned agricultural or E-1. The proposed ordinance would be set up on a license basis. The licensure process mirrors the process currently used for the issuance of kennel licenses. He noted the intent is for the license to be approved and issued administratively. In previous discussions Council felt there should be a notice requirement for surrounding neighbors. A 350 foot notice requirement was placed in the ordinance as a starting point for discussion. He explained after reviewing similar ordinances from other communities staff found the total number of chickens allowed generally ranged from two (2) to five (5). The proposed ordinance would allow a total of three (3) chickens. He noted he did research the number that could be purchased from retail stores and he did find that some require a minimum of (6) be purchased, while others allow the consumer to order in any quantity. He stated the proposed ordinance would include a provision prohibiting roosters. The chickens would be allowed to be kept either in a coop or in a run; although no size

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restrictions or regulations were included in the draft ordinance. The coop would be required to be located at least 25 feet from other residential structures and any run at least ten (10) feet from property lines. Both the coop and the run would be limited to the rear yard. The proposed ordinance included requirements that the coop be cleaned and maintained. Inspection and enforcement would be the responsibility of the animal control officer.

Councilmember Piekarski Krech opined that a notice requirement to neighbors seemed excessive for a few chickens when she could have three (3) large dogs without notifying anyone. She stated the chickens would not present any more of a health hazard and would not produce as much as waste or noise as dogs. She explained sometimes chickens need to be kept inside a dwelling or a garage due to inclement weather conditions. An extra heat source would be required for the limited number of chickens that would be allowed. She suggested that the language say the area needed to be kept clean and odor free. She opined they should not be limited to the coop or the run because people like to have their chickens out in the yard to interact with them and chickens like to lie in the sun. She explained the requirement to clean the coop on a daily basis was excessive because the whole idea is to use the compost. She suggested the ordinance require regular cleaning and maintaining in a sanitary condition with an appropriate disposal of waste.

Councilmember Madden questioned if six (6) chickens would be a better number to take advantage of their egg production.

Councilmember Piekarski Krech stated the problem with limiting the number to three (3) is that if kids are raising them for 4-H they are required to have them in lots of two (2). She stated the egg production depends on the type of chicken and the time of year, but most people who have five (5) hens will get two (2) to three (3) eggs per day.

Councilmember Madden suggested a maximum number of five (5).

Councilmember Mueller questioned how the rear yard would be defined for corner lots.

Mr. Hunting stated the most logical determination would be to figure out what the true back yard is depending on the orientation of the house. The intent is to prevent the coops and runs from being located between houses and in the largest area of the yard, typically the backyard.

Mayor Tourville suggested that adjacent property owners should be notified.

Councilmember Piekarski Krech questioned what purpose the notification would serve and what would happen if a neighbor objected.

Mayor Tourville stated the Council would make the final decision. He stated the City is better off having a notification process from the outset rather than waiting to implement a requirement after the ordinance is adopted.

Councilmember Bartholomew questioned if the notification was a function of denial of a permit application.

Mayor Tourville responded in the negative.

Councilmember Piekarski Krech reiterated that there is a big difference between people that want four (4) dogs in an urban area and someone who wants four (4) chickens.

Mr. Hunting stated the intent was to issue the permits administratively, without a requirement for Council action. He questioned how Council wanted to address the permitting process.

Mayor Tourville stated if there is no opposition to the permit it can be approved and issued by staff.

Councilmember Piekarski Krech questioned how long a person would have to respond to the notification.

Mayor Tourville stated staff would receive an application, notify the adjacent property owners, and if no opposition is received after a designated period of time the permit can be approved.

Councilmember Madden stated it should be easy to determine which properties are adjacent.

Councilmember Piekarski Krech suggested that the adjacent properties be contiguous to further clarify the

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notification requirement. She questioned what the time frame would be on the notice.

Mr. Hunting suggested 7-10 business days.

Councilmember Piekarski Krech suggested 7 business days.

Mayor Tourville suggested 10 business days to account for people being out of town.

Councilmember Mueller suggested 10 days, including weekends.

Councilmember Piekarski Krech clarified a response would need to be received within 10 days of the date of the notice.

Mayor Tourville stated a license would be good for two (2) years.

Mr. Hunting stated licenses would follow the same time frames established for dog and kennel licenses. He noted a fee would need to be established separately by Council as part of the fee schedule.

Mayor Tourville asked staff to include suggestions for enforcement in the second reading.

Ron Burns, 8518 College Trail, questioned what was meant by "coop must be consistent with applicable building and zoning codes".
Mr. Hunting explained the ordinance really should only refer to applicable zoning codes because the structure would be considered an agricultural or accessory building that is exempt from building codes. He stated the only restrictions the zoning code would impose would be that the structure could not be covered by fabric, canvas, or plastic. It would need to be covered by some type of rigid material such as siding or plywood.

Councilmember Piekarski Krech suggested including in the ordinance that the coop would be deemed an accessory structure, less than 120 square feet in size.

Laura Burns, 8518 College Trail, stated Tractor Supply will only sell chickens in groups of six (6).

Councilmember Piekarski Krech suggested that staff notify Tractor Supply of the proposed ordinance.

Councilmember Madden suggested increasing the number to six (6) for the second reading.

Motion by Piekarski Krech, second by Mueller, to approve the First Reading of an Ordinance Amendment to Allow Chickens in Single Family Residential Areas and to Receive the Emails and Letters Submitted by Residents

Ayes: 5
Nays: 0 Motion carried.

C. KRISTA & PETE HONSA; Consider Resolution relating to a Variance to Allow a Home Addition into the Side Yard Setback for property located at 10815 Alberton Court

Mr. Link reviewed the location of the property. He stated the request is to add a mud room to the back side of the house, behind the garage. He explained ordinance allows a garage to be set back five (5) feet, but the house has to be set back ten (10) feet. The proposed mud room addition would be set back seven (7) feet. Planning staff was unable to identify a practical difficulty and found there were other options for the mud room including a reduction in size to comply with the ten (10) foot setback requirement. He explained staff could not find anything unique or particularly unusual about the property to warrant the variance as it is very similar to the other properties located in the Southern Lakes development. He noted approval of the variance may set a precedent for future variance applications. Planning staff and the Planning Commission recommended denial of the variance.

Krista Honsa, 10815 Alberton Court, stated when the process started to design the mud room addition the intent was to maximize the space they could get for the amount of money they were spending. She explained the addition would be flush along the back of the house and would allow the required footing to be in the retaining walls. Reducing the size of the addition would require additional landscape work and would not reduce the cost of the addition. She reiterated they would look like to maximize the amount of

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space they would gain from the addition. She stated the Planning Commission asked them to consider extending the addition out from the house, rather than back and that would interfere with the current location of the utilities and their pool equipment. She noted her neighbors did not object to the addition.

Councilmember Mueller stated when the development was built the lots were designed and oriented in such a manner that would maximize the amount of green space. He questioned if that had any bearing on the other homes in the neighborhood in terms of their proximity to the property lines. He explained he thought the homes in the development were built very close to the property lines.

Ms. Honsa stated the homes in the development were built right up to the minimum set back distance. She explained her addition would not impact the distance to her neighbor's property line because it was being built off the back of the garage.

Councilmember Mueller stated the way the lots were designed limited the size of the home that could originally be built.

Councilmember Piekarski Krech asked if the addition would extend another three (3) feet beyond the garage.

Ms. Honsa explained her garage was inset from the house. The addition would come out to be flush with the back of the house and would end three (3) feet in from the end of the garage.

Councilmember Piekarski Krech stated the issue with the side yard setbacks is because the lots angle backward and become skinnier.

Ms. Honsa stated there is a five (5) foot setback requirement for a garage and a ten (10) foot setback requirement for a house. The proposed addition is considered under the setback requirements for the house.

Councilmember Piekarski Krech confirmed the addition is considered to be part of the house because it is living space.

Councilmember Madden stated he did not see an issue with the request. He noted he likes to consider variances on a case by case basis.

Councilmember Piekarski Krech stated she was in favor of the variance because the addition would not extend beyond the end of the garage.

Councilmember Bartholomew stated the practical difficulty is the design of the lot and he would support the variance because the structure would not be pushed closer to the property line and it would be behind the garage.

Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 13-37 relating to a Variance to Allow a Home Addition into the Side Yard Setback for property located at 10815 Alberton Court

Ayes: 5
Nays: 0 Motion carried.

D. PULTE HOMES; Consider a Resolution relating to a Preliminary and Final Plat and related Development Agreements for the Plat of Summit Pines 2nd Addition. The plat is generally located at Inver Grove Trail and 87th Street

Mr. Link stated the request was to subdivide one (1) lot into two (2). He explained when the Summit Pines development was originally approved this was the original homestead and the person wanted to continue to live there. It was recognized at that time that at some point in the future the lot would and could be subdivided. The current proposal was consistent with the discussion at the time of the original subdivision. The utilities are already in place and both lots exceed the minimum lot size and width requirements. The only restriction was that driveway access would be off of the internal road, Crimson Way, and not off of Inver Grove Trail. Planning staff and the Planning Commission recommended approval of the request.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 13-38 relating to a Preliminary and Final Plat and related Development Agreements for the Plat of Summit Pines 2nd

DRAFT

Addition

Ayes: 5
Nays: 0 Motion carried.

E. AT&T MOBILITY; Consider Resolution relating to a Conditional Use Permit to Expand the Telecommunications Tower and Equipment Storage Area for property located at 8392 College Trail

Mr. Link stated the request is for an amendment of the existing conditional use permit. The proposal is for an expansion of the equipment storage area to include a new building. The proposal met the conditional use permit criteria, access to the property would not change, and the applicant was working with the engineering department to address storm water requirements. Planning staff and the Planning Commission recommended approval of the request.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 13-39 relating to a Conditional Use Permit to Expand the Telecommunications Tower and Equipment Storage Area for property located at 8392 College Trail

Ayes: 5
Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance Amending Title 8, Chapter 5, Subsurface Sewage Treatment Systems Code

Mr. Link explained the ordinance amendment would repeal all requirements for capacity compliance inspections. The City currently requires a capacity inspection when a property is sold, a building permit is pulled, or a septic system is modified to ensure that the size of the tank and drain field meet current requirements. Staff and residents have encountered difficulties with the requirements and have found that the regulations have placed undue hardships or financial burdens on the system owners. Staff recommended that the requirement for the capacity compliance inspection be eliminated. He noted state regulations would still apply to inspection of the system when a property is sold.

Councilmember Piekarski Krech suggested combining the second and third reading of the ordinance.

Motion by Piekarski Krech, second by Bartholomew, to approve the Second Reading of an Ordinance Amending Title 8, Chapter 5, Subsurface Sewage Treatment Systems Code and to Waive the Requirement for a Third Reading of the Ordinance Amendment

Ayes: 5
Nays: 0 Motion carried.

PUBLIC WORKS:

G. CITY OF INVER GROVE HEIGHTS; Resolution Authorizing Submission of a Grant Application for the Community Conservation Partnership (CCP) with Dakota County Soil and Water Conservation District for City Project No. 2012-07, Bohrer Pond NW Pretreatment Basin

Mr. Thureen explained there a currently three (3) large storm sewers that discharge in the area. As staff has conducted inspections for the City's storm water permit they have found that the 60" diameter pipe that runs north on Carmen Avenue is almost half full of sediment and is backing up as a result and creating issues for property owners. He stated the application process for grants is currently very competitive, however representatives from the Soil and Water Conservation District felt the City's application for the project was strong. If awarded, the grant would cover approximately half of the construction costs for the project.

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Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 13-40 Authorizing Submission of a Grant Application for the Community Conservation Partnership (CCP) with Dakota County Soil and Water Conservation District for City Project No. 2012-07, Bohrer Pond NW Pretreatment Basin

Ayes: 5
Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Piekarski Krech stated the roundabout at 80th and South Robert Trail was very dangerous and not adequately signed because drivers traveling south bound on South Robert Trail do not think north bound travelers are going to go west to get to Target.

Mr. Thureen stated legally vehicles entering the roundabout are supposed to yield to vehicles already in the roundabout. He added staff would talk to Mn/DOT to inquire about additional signage.

Councilmember Madden asked if signage could also be added that would direct people how to get to Target.

9. ADJOURN: Motion by Bartholomew, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 9:12 p.m.

DRAFT

AGENDA ITEM _____4B_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	April 22, 2013
Item Type:	Consent
Contact:	Kristi Smith 651-450-2521
Prepared by:	Kristi Smith, Finance Director
Reviewed by:	N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of April 4, 2013 to April 17, 2013.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending April 17, 2013. The detail of these disbursements is attached to this memo.

General & Special Revenue	$424,890.66
Debt Service & Capital Projects	89,799.09
Enterprise & Internal Service	427,507.56
Escrows	450.99
Grand Total for All Funds	$942,648.30

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 to and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING April 17, 2013

WHEREAS, a list of disbursements for the period ending April 17, 2013 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	$424,890.66
Debt Service & Capital Projects	89,799.09
Enterprise & Internal Service	427,507.56
Escrows	450.99
Grand Total for All Funds	$942,648.30

Adopted by the City Council of Inver Grove Heights this 22nd day of April, 2013.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

Expense Approval Report

City of Inver Grove Heights

By Fund

Payment Dates 4/4/2013 - 4/17/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
ACE PAINT & HARDWARE	515263/5	04/10/2013	3/29/13	101.44.6000.451.40040	10.13
AFSCME COUNCIL 5	INV0018950	04/19/2013	UNION DUES (AFSCME FAIR SHA	101.203.2031000	28.48
AFSCME COUNCIL 5	INV0018951	04/19/2013	UNION DUES (AFSCME FULL SHA	101.203.2031000	712.44
AFSCME COUNCIL 5	INV0018952	04/19/2013	UNION DUES (AFSCME FULL SHA	101.203.2031000	89.10
AFSCME COUNCIL 5	INV0018711	04/05/2013	UNION DUES (AFSCME FAIR SHA	101.203.2031000	28.48
AFSCME COUNCIL 5	INV0018712	04/05/2013	UNION DUES (AFSCME FULL SHA	101.203.2031000	692.65
AFSCME COUNCIL 5	INV0018713	04/05/2013	UNION DUES (AFSCME FULL SHA	101.203.2031000	89.10
ALEX AIR APPARATUS, INC.	23528	04/10/2013	3/27/13	101.42.4200.423.40040	565.00
ARAMARK UNIFORM SERVICES	629-7718460	04/10/2013	792069636	101.43.5200.443.60045	52.30
ARAMARK UNIFORM SERVICES	629-7718460	04/10/2013	792069636	101.44.6000.451.60045	59.95
BARNA, GUZY, & STEFFEN LTD	114408	04/10/2013	500003-005	101.41.1100.413.30430	214.50
BELLEISLE, MONICA	3/29/13	04/10/2013	REIMBURSE-MILEAGE MARCH	101.42.4200.423.50065	84.61
BUREAU OF CRIMINAL APPREHENSION	00000096853	04/17/2013	00000012981	101.42.4000.421.40044	390.00
CARGILL, INC.	2900992402	04/10/2013	903175	101.43.5200.443.60016	1,828.08
CENTURY LINK	3/22/13 651 457 4184 746	04/10/2013	651 457 4184 746	101.44.6000.451.50020	57.95
CENTURY LINK	3/22/13 651 457 5524 959	04/10/2013	651 457 5524 959	101.44.6000.451.50020	64.32
DAKOTA CTY PHYSICAL DEVELOPMENT	3/7/13 WASTE MANAGEMENT-L	04/10/2013	2674	101.43.5200.443.30700	824.21
DAKOTA CTY PROP TAXATION & RECORDS	2935266-2935269	04/17/2013	ABSTRACT FEE	101.45.0000.3413000	184.00
DAKOTA ELECTRIC ASSN	3/28/13 246837-9	04/10/2013	246837-9	101.44.6000.451.40020	362.35
DAKOTA ELECTRIC ASSN	3/28/13 250165-8	04/10/2013	250165-8	101.44.6000.451.40020	54.55
DAKOTA ELECTRIC ASSN	3/28/13 393563-2	04/10/2013	393563-2	101.44.6000.451.40020	124.97
DAKOTA ELECTRIC ASSN	3/28/13 426713-4	04/10/2013	426713-4	101.43.5400.445.40020	30.18
DAKOTA ELECTRIC ASSN	3/28/13 443054-2	04/10/2013	443054-2	101.44.6000.451.40020	12.49
DANIELS, JOHNNY	3/6/13	04/17/2013	REIMBURSE-LUNCH TRAINING	101.42.4000.421.50075	83.01
DCA TITLE	A12-63693	04/10/2013	81000.09000	101.43.5000.441.30420	252.00
DCA TITLE	A12-63694	04/10/2013	81000.09000	101.43.5000.441.30420	228.00
DCA TITLE	a12-63695	04/10/2013	81000.09000	101.43.5000.441.30420	210.00
DCA TITLE	A12-63696	04/10/2013	81000.09000	101.43.5000.441.30420	276.00
EDGE MARKETING	13197	04/17/2013	35101	101.43.5200.443.60045	127.21
EFTPS	INV0018718	04/05/2013	FEDERAL WITHHOLDING	101.203.2030200	37,741.39
EFTPS	INV0018720	04/05/2013	MEDICARE WITHHOLDING	101.203.2030500	10,249.58
EFTPS	INV0018721	04/05/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	30,476.08
FERRELLGAS	1075853126	04/10/2013	7754787	101.43.5200.443.60016	55.75
FIRST IMPRESSION GROUP, THE	52174	04/10/2013	3022	101.41.1000.413.50025	117.56
FIRSTSCRIBE	2459551	04/10/2013	4/1/13	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS, INC	INV0018709	04/05/2013	HSA ELECTION-SINGLE	101.203.2032500	2,902.14
GENESIS EMPLOYEE BENEFITS, INC	INV0018710	04/05/2013	HSA ELECTION-FAMILY	101.203.2032500	3,901.18
HEIMAN FIRE EQUIPMENT	080899-IN	04/17/2013	0022348	101.42.4200.423.60045	25.00
HYDROCAD SOFTWARE SOLUTIONS LLC	8806	04/10/2013	REMAINING AMOUNT QUOTE 8	101.43.5100.442.60042	120.00
ICMA RETIREMENT TRUST - 457	INV0018664	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0018665	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	305.94
ICMA RETIREMENT TRUST - 457	INV0018666	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	200.00
ICMA RETIREMENT TRUST - 457	INV0018667	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	604.47
ICMA RETIREMENT TRUST - 457	INV0018668	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0018669	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	322.05
ICMA RETIREMENT TRUST - 457	INV0018670	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	940.00
ICMA RETIREMENT TRUST - 457	INV0018671	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.20
ICMA RETIREMENT TRUST - 457	INV0018672	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0018673	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	724.83
ICMA RETIREMENT TRUST - 457	INV0018674	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0018675	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	239.44
ICMA RETIREMENT TRUST - 457	INV0018676	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	1,576.58
ICMA RETIREMENT TRUST - 457	INV0018677	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	121.01
ICMA RETIREMENT TRUST - 457	INV0018678	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	90.00
ICMA RETIREMENT TRUST - 457	INV0018679	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	396.96
ICMA RETIREMENT TRUST - 457	INV0018680	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	590.00
ICMA RETIREMENT TRUST - 457	INV0018681	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	457.89

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0018682	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	INV0018683	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	164.18
ICMA RETIREMENT TRUST - 457	INV0018684	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0018685	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	37.02
ICMA RETIREMENT TRUST - 457	INV0018686	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	475.00
ICMA RETIREMENT TRUST - 457	INV0018687	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	145.15
ICMA RETIREMENT TRUST - 457	INV0018688	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	25.00
ICMA RETIREMENT TRUST - 457	INV0018689	04/05/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	64.79
ICMA RETIREMENT TRUST - 457	INV0018690	04/05/2013	ICMA (AGE 50 & OVER)	101.203.2031400	222.77
ICMA RETIREMENT TRUST - 457	INV0018691	04/05/2013	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0018692	04/05/2013	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0018693	04/05/2013	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0018694	04/05/2013	ICMA (AGE 50 & OVER)	101.203.2031400	828.27
ICMA RETIREMENT TRUST - 457	INV0018695	04/05/2013	ICMA (AGE 50 & OVER)	101.203.2031400	947.63
ICMA RETIREMENT TRUST - 457	INV0018696	04/05/2013	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0018697	04/05/2013	ICMA (AGE 50 & OVER)	101.203.2031400	3,673.85
ICMA RETIREMENT TRUST - 457	INV0018698	04/05/2013	ICMA (EMPLOYER SHARE ADMIN	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0018707	04/05/2013	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	532.70
ICMA RETIREMENT TRUST - 457	INV0018708	04/05/2013	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
INFINITY WIRELESS	33142	04/10/2013	3/21/13	101.42.4200.423.60065	340.38
IUOE	INV0018714	04/05/2013	UNION DUES IUOE	101.203.2031000	1,151.25
KENISON, TERRI	MARCH 2013	04/10/2013	MARCH 2013	101.42.4200.423.30700	908.44
LANGUAGE LINE SERVICES	313844	04/17/2013	9020909043	101.42.4000.421.50020	18.05
LEAGUE OF MN CITIES	182084	04/17/2013	WORKSHOP-J. BILLMEYER	101.42.4000.421.50080	20.00
LELS	INV0018715	04/05/2013	UNION DUES (LELS)	101.203.2031000	1,300.00
LELS SERGEANTS	INV0018716	04/05/2013	UNION DUES (LELS SGT)	101.203.2031000	225.00
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	101.41.1000.413.30420	2,496.29
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	101.42.4000.421.30420	64.00
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	101.42.4000.421.30420	16.00
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	101.42.4000.421.30420	108.00
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	101.43.5000.441.30420	120.00
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	101.43.5100.442.30420	2,558.40
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	101.44.6000.451.30420	1,229.90
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	101.45.3000.419.30420	192.00
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	101.45.3200.419.30420	1,591.00
LEVANDER, GILLEN & MILLER P.A.	3/31/13 92000E	04/17/2013	92000E	101.42.4000.421.30410	12,924.25
MASTER PLUMBING SERVICES	55808	04/10/2013	REFUND OVER PAYMENT-5842 E	101.45.0000.3222000	4.00
MENDOTA HEIGHTS FIRE RELIEF	6	04/10/2013	JUMPER RENTAL	101.42.4200.423.60006	150.00
METROPOLITAN COUNCIL ENVIRON SRVCS	MARCH 2013	04/17/2013	MARCH 2013	101.41.0000.3414000	-146.10
MINNEAPOLIS OXYGEN CO.	171061178	04/17/2013	113504	101.42.4200.423.40042	65.60
MINNEAPOLIS OXYGEN CO.	171061179	04/17/2013	113504	101.42.4200.423.40042	116.62
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0018662	04/05/2013	RICK JACKSON FEIN/TAXPAYER II	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0018663	04/05/2013	JUSTIN PARRANTO FEIN/TAXPAY	101.203.2032100	484.54
MN DEPT OF LABOR & INDUSTRY	MARCH 2013	04/08/2013	SURCHARGE MARCH 2013	101.207.2070100	1,465.76
MN DEPT OF LABOR & INDUSTRY	MARCH 2013	04/08/2013	SURCHARGE MARCH 2013	101.41.0000.3414000	-29.32
MN DEPT OF REVENUE	INV0018719	04/05/2013	STATE WITHHOLDING	101.203.2030300	15,654.12
MN GLOVE & SAFETY, INC.	270435	04/10/2013	CTINVP	101.44.6000.451.60045	279.88
MN GLOVE & SAFETY, INC.	270675	04/17/2013	CTINVP	101.43.5200.443.60045	140.00
MN STATE COLLEGES & UNIVERSITIES	1901	04/10/2013	MEMBERSHIP DUES S. HEAGLE	101.42.4200.423.50070	25.00
MN WANNER COMPANY	0097862-IN	04/10/2013	0085444	101.44.6000.451.60040	61.52
O'CONNOR, TERI	4/15/13	04/17/2013	REIMBURSE-LUNCH	101.44.6000.451.50075	20.33
O'DONNELL, SCOTT	3/28/13	04/17/2013	REIMBURSE-TABLET KEYBOARD	101.45.3200.419.80610	107.11
PERA	INV0018699	04/05/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,346.18
PERA	INV0018701	04/05/2013	EMPLOYER SHARE (PERA COORD	101.203.2030600	14,663.28
PERA	INV0018702	04/05/2013	PERA COORDINATED PLAN	101.203.2030600	14,663.28
PERA	INV0018703	04/05/2013	EMPLOYER SHARE (PERA DEFINE	101.203.2030600	57.69
PERA	INV0018704	04/05/2013	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0018705	04/05/2013	EMPLOYER SHARE (POLICE & FIR	101.203.2030600	16,182.25
PERA	INV0018706	04/05/2013	PERA POLICE & FIRE PLAN	101.203.2030600	10,788.16
PETTY CASH	4/10/13	04/10/2013	RABIES CLINIC PETTY CASH	101.100.1010400	300.00
RIVER HEIGHTS CHAMBER OF COMMERCE	3236	04/10/2013	ANNUAL MEETING	101.41.1000.413.50080	45.00
RIVER HEIGHTS CHAMBER OF COMMERCE	3291	04/10/2013	BUSINESS DAY AT CAPITOL	101.41.1000.413.50080	60.00
S & T OFFICE PRODUCTS	3/31/13	04/17/2013	MARCH 2013	101.41.2000.415.60070	58.47
S & T OFFICE PRODUCTS	3/31/13	04/17/2013	MARCH 2013	101.45.3200.419.60010	7.10
S & T OFFICE PRODUCTS	3/31/13	04/17/2013	MARCH 2013	101.45.3300.419.60040	51.30

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ST PAUL POLICE DEPARTMENT ANNEX	6/11/13-6/12/13	04/17/2013	6/11/13-6/12/13-S. SAUTTER	101.42.4000.421.50080	235.00
ST PAUL POLICE DEPARTMENT ANNEX	6/11/13-6/12/13-A. WIDERHOEI	04/17/2013	6/11/13-6/12/13-A. WIEDERHOI	101.42.4000.421.50080	235.00
T MOBILE	3/8/13 494910368	04/10/2013	49410368	101.43.5100.442.50020	49.99
THOMSON REUTER - WEST	826924205	04/17/2013	1000197212	101.42.4000.421.30700	140.90
TITAN MACHINERY	1028909-0001	04/10/2013	5875949	101.43.5200.443.40050	480.94
TRACTOR SUPPLY CREDIT PLAN	4/5/13 6035 3012 0018 3679	04/10/2013	6035 3012 0018 3679	101.41.2000.415.70600	41.28
UNIFIRST CORPORATION	090 0157079	04/17/2013	1051948	101.43.5200.443.60045	34.48
UNIFIRST CORPORATION	090 0157079	04/17/2013	1051948	101.44.6000.451.60045	34.28
UNIFORMS UNLIMITED	147876	04/10/2013	I14866	101.42.4000.421.60045	184.33
UNITED WAY	INV0018953	04/19/2013	UNITED WAY	101.203.2031300	105.00
UNITED WAY	INV0018717	04/05/2013	UNITED WAY	101.203.2031300	105.00
UNIVERSITY NATIONAL BANK	INV0018939	04/19/2013	STEVE HER FILE #62-CV-07-3401	101.203.2031900	414.82
UNIVERSITY NATIONAL BANK	INV0018700	04/05/2013	STEVE HER FILE #62-CV-07-3401	101.203.2031900	456.79
USA MOBILITY WIRELESS INC	W0317409D	04/17/2013	0317409-1	101.42.4000.421.50020	4.89
WAL-MART BUSINESS	3/22/13 6032 2025 3025 7113	04/10/2013	6032 2025 3025 7113	101.42.4000.421.60065	59.78
XCEL ENERGY	362424737	04/10/2013	51-6025596-7	101.43.5400.445.40020	36.08
XCEL ENERGY	362478709	04/10/2013	51-9359857-3	101.43.5400.445.40020	316.34
XCEL ENERGY	362615880	04/10/2013	51-7094669-1	101.43.5400.445.40020	11.40
XCEL ENERGY	363171189	04/10/2013	51-9782436-1	101.43.5400.445.40020	84.83
XCEL ENERGY	363630405	04/17/2013	51-6431857-4	101.42.4200.423.40010	1,784.52
XCEL ENERGY	363630405	04/17/2013	51-6431857-4	101.42.4200.423.40020	1,346.02
				Fund 101 - GENERAL FUND Total:	**219,254.92**
Fund: 201 - C.V.B. FUND					
ENSEMBLE CREATIVE & MARKETING	4/4/13	04/10/2013	REIMBURSE-HOTEL AND CONFEI	201.44.1600.465.50075	153.41
ENSEMBLE CREATIVE & MARKETING	4/4/13	04/10/2013	REIMBURSE-HOTEL AND CONFEI	201.44.1600.465.50080	299.00
				Fund 201 - C.V.B. FUND Total:	**452.41**
Fund: 204 - RECREATION FUND					
ADVISORS MARKETING GROUP, THE	18489	04/17/2013	BADGES/MAGNET	204.44.6100.452.60009	65.22
DAIRY QUEEN	3/18/13	04/10/2013	3/18/13	204.44.6100.452.60009	262.15
FIRST IMPRESSION GROUP, THE	52173	04/10/2013	3022	204.44.6100.452.50030	448.88
GRAHAM, JEN	3/14/13	04/17/2013	REIMBURSE-CANDY SPARKS WEI	204.44.6100.452.60009	69.79
IGH SENIOR CLUB	4/2/13	04/10/2013	MARCH MEMBERSHIP/LUNCH YI	204.227.2271000	1,550.00
IGH/SSP COMMUNITY EDUCATION	4/2/13	04/10/2013	SENIOR TRIP AND NEWSLETTER I	204.227.2271000	2,142.00
MARTINEZ, JEANNE	4/3/13	04/10/2013	REFUND-CANCELLATION	204.44.0000.3471000	70.00
MAYER ARTS INC	3/16/13 DANCE CLASS	04/10/2013	WISH UPON A BALLET FRIDAY 2/	204.44.6100.452.30700	546.00
NEW PAPER LLC	3/31/13 10203315	04/10/2013	10203315	204.44.6100.452.60009	17.51
NEW PAPER LLC	3/31/13 10203315	04/10/2013	10203315	204.44.6100.452.60009	75.78
NEW PAPER LLC	3/31/13 10203315	04/10/2013	10203315	204.44.6100.452.60009	57.63
SAFE-WAY BUS COMPANY	4755	04/17/2013	3/29/13	204.44.6100.452.40050	1,203.75
SKATEVILLE	328404	04/17/2013	ADMISSION/RENTAL	204.44.6100.452.50090	179.00
				Fund 204 - RECREATION FUND Total:	**6,687.71**
Fund: 205 - COMMUNITY CENTER					
ACE PAINT & HARDWARE	515080/5	04/10/2013	3/12/13	205.44.6200.453.60012	16.55
ACE PAINT & HARDWARE	515080/5	04/10/2013	3/12/13	205.44.6200.453.60012	16.55
ACE PAINT & HARDWARE	515095/5	04/10/2013	3/13/13	205.44.6200.453.60016	9.05
ACE PAINT & HARDWARE	515119/5	04/10/2013	3/14/13	205.44.6200.453.60065	18.67
ADVISORS MARKETING GROUP, THE	18489	04/17/2013	BADGES/MAGNET	205.44.6200.453.60065	97.83
APEC	118470	04/17/2013	4/3/13	205.44.6200.453.60016	602.32
COMCAST	3/12/13 8772 10 591 0127188	04/10/2013	8772 10 591 0127188	205.44.6200.453.50070	188.85
DALCO ROOFING & SHEET METAL INC	048344	04/10/2013	31098	205.44.6200.453.40040	571.80
ECSI SYSTEM INTEGRATORS	13271	04/10/2013	13271	205.44.6200.453.40040	690.10
EMPIREHOUSE	032900	04/10/2013	256016	205.44.6200.453.40040	45.85
GARTNER REFRIGERATION & MFG, INC	41664	04/10/2013	VETE01	205.44.6200.453.40040	1,191.00
GARTNER REFRIGERATION & MFG, INC	14044	04/10/2013	VETE01	205.44.6200.453.40040	1,897.00
GOODIN COMPANY	01275712-00	04/10/2013	1001619	205.44.6200.453.60016	205.23
GOODIN COMPANY	02975857-00	04/10/2013	1001619	205.44.6200.453.60016	-175.65
GRAINGER	90832307746	04/10/2013	806460150	205.44.6200.453.60011	314.80
GRAINGER	90832307746	04/10/2013	806460150	205.44.6200.453.60011	314.80
GRAINGER	9105060249	04/10/2013	806460150	205.44.6200.453.40040	331.85
HAPPE, DAN	4/5/13	04/17/2013	REIMBURSE-MEMBERSHIP OVER	205.44.0000.3490100	36.00
HAWKINS, INC.	3449885	04/10/2013	108815	205.44.6200.453.60024	1,522.25
HAWKINS, INC.	3449886	04/10/2013	108815	205.44.6200.453.60024	844.85
HAWKINS, INC.	3443480	04/10/2013	108815	205.44.6200.453.60024	2,514.80
HILLYARD INC	600612505	04/10/2013	274069	205.44.6200.453.60011	357.12
HILLYARD INC	600612505	04/10/2013	274069	205.44.6200.453.60011	357.13

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HILLYARD INC	600629497	04/10/2013	274069	205.44.6200.453.60011	81.38
HILLYARD INC	600629497	04/10/2013	274069	205.44.6200.453.60011	81.37
HILLYARD INC	600603736	04/10/2013	274069	205.44.6200.453.60011	285.51
HILLYARD INC	600603736	04/10/2013	274069	205.44.6200.453.60011	285.52
HILLYARD INC	600640407	04/17/2013	274069	205.44.6200.453.60011	571.71
HILLYARD INC	600640407	04/17/2013	274069	205.44.6200.453.60011	571.71
HIRTE, RAYMOND	4/5/13	04/17/2013	INSURANCE CREDITS	205.44.0000.3490100	200.00
HOME DEPOT CREDIT SERVICES	3/8/13 6035 3220 1712 8343	04/10/2013	6035 3220 1712 8343	205.44.6200.453.60016	1.05
HUEBSCH SERVICES	3039770	04/10/2013	92965	205.44.6200.453.40040	51.59
HUEBSCH SERVICES	3039770	04/10/2013	92965	205.44.6200.453.40040	207.27
HUEBSCH SERVICES	3055110	04/17/2013	92965	205.44.6200.453.40040	213.90
HUEBSCH SERVICES	3055110	04/17/2013	92965	205.44.6200.453.40040	59.12
HUEBSCH SERVICES	3051854	04/17/2013	92965	205.44.6200.453.60065	50.45
JMS HOCKEY LLC	3/18/13	04/10/2013	REFUND CANCELLED ICE 3/26/1:	205.207.2070300	13.89
JMS HOCKEY LLC	3/18/13	04/10/2013	REFUND CANCELLED ICE 3/26/1:	205.44.0000.3492200	195.00
LILLIE SUBURBAN NEWSPAPERS	3/15/13 009587	04/17/2013	009587	205.44.6200.453.50025	625.00
LISA LYNN CONSULTING	IGH:1:13	04/10/2013	3/11/13	205.44.6200.453.30700	305.00
MENARDS - WEST ST. PAUL	20472	04/17/2013	30170270	205.44.6200.453.60016	69.82
MENARDS - WEST ST. PAUL	20625	04/17/2013	30170270	205.44.6200.453.60040	51.41
MENARDS - WEST ST. PAUL	20625	04/17/2013	30170270	205.44.6200.453.60040	51.41
PETTY CASH - ATM	JAN-MAR 2013	04/10/2013	JAN-MAR 2013	205.44.6200.453.70430	16.47
PIONEER PRESS	0213414398	04/10/2013	414398	205.44.6200.453.50025	650.00
PREMIER ELECTRICAL CORPORATION	57647	04/17/2013	71912	205.44.6200.453.40040	156.00
PREVOLV	974001	04/17/2013	4/17/13	205.44.6200.453.80800	9,354.74
R & R SPECIALTIES OF WI, INC.	0051974-IN	04/10/2013	3/11/13	205.44.6200.453.40042	54.00
R & R SPECIALTIES OF WI, INC.	0052075-IN	04/10/2013	IGHVET	205.44.6200.453.40042	54.10
RECREATION SUPPLY COMPANY	255253	04/17/2013	M09501	205.44.6200.453.40040	4,346.91
RECREONICS	623229	04/10/2013	44358	205.44.6200.453.40040	399.40
RICE SOUND & SERVICE INC	04-2283	04/17/2013	4/9/13	205.44.6200.453.40042	106.88
ROACH, RICK	4/8/13	04/10/2013	REIMBURSE-MILEAGE	205.44.6200.453.50065	7.34
ROACH, RICK	4/8/13	04/10/2013	REIMBURSE-MILEAGE	205.44.6200.453.50065	5.09
SIMLEY LACROSSE BOOSTER CLUB	3/27/13 B	04/10/2013	CANCELLED TURF JAN 2013	205.44.0000.3492300	77.00
SPRUNG SERVICES	62425	04/10/2013	3/7/13	205.44.6200.453.40040	582.00
SPRUNG SERVICES	62581	04/17/2013	4/3/13	205.44.6200.453.40040	630.50
ST CROIX RECREATION CO	17614	04/10/2013	3/14/13	205.44.6200.453.80200	90,646.99
STERICYCLE INC	4004018151	04/10/2013	2003272	205.44.6200.453.40025	555.06
TAHO SPORTSWEAR	13tf0321	04/10/2013	3/18/13	205.44.6200.453.60045	225.00
UPS	0000V4650V133	04/10/2013	V4650V	205.44.6200.453.40040	18.06
VANCO SERVICES LLC	00005495041	04/10/2013	MARCH 2013	205.44.6200.453.70600	92.00
XCEL ENERGY	360009361	04/10/2013	51-68679848-7	205.44.6200.453.40010	11,632.23
XCEL ENERGY	360009361	04/10/2013	51-68679848-7	205.44.6200.453.40010	4,139.74
XCEL ENERGY	360009361	04/10/2013	51-68679848-7	205.44.6200.453.40020	12,518.15
XCEL ENERGY	360009361	04/10/2013	51-68679848-7	205.44.6200.453.40020	11,043.32
XCEL ENERGY	363637019	04/17/2013	51-6867948-7	205.44.6200.453.40010	3,053.46
XCEL ENERGY	363637019	04/17/2013	51-6867948-7	205.44.6200.453.40010	9,801.68
XCEL ENERGY	363637019	04/17/2013	51-6867948-7	205.44.6200.453.40020	11,073.53
XCEL ENERGY	363637019	04/17/2013	51-6867948-7	205.44.6200.453.40020	11,136.18
				Fund 205 - COMMUNITY CENTER Total:	**198,316.69**
Fund: 290 - EDA					
XCEL ENERGY	363040420	04/10/2013	51-0767597-4	290.45.3000.419.40020	178.93
				Fund 290 - EDA Total:	**178.93**
Fund: 359 - G.O. WATER REV REF 2012A					
WELLS FARGO BANK	951280	04/10/2013	INVE412AGOR 2012A GO BONDS	359.57.9000.570.90300	215.25
				Fund 359 - G.O. WATER REV REF 2012A Total:	**215.25**
Fund: 360 - G.O. STORM WATER REFUNDING 2012A					
WELLS FARGO BANK	951280	04/10/2013	INVE412AGOR 2012A GO BONDS	360.57.9000.570.90300	36.75
				Fund 360 - G.O. STORM WATER REFUNDING 2012A Total:	**36.75**
Fund: 361 - WATER REV REF 2012A					
WELLS FARGO BANK	951280	04/10/2013	INVE412AGOR 2012A GO BONDS	361.57.9000.570.90300	273.00
				Fund 361 - WATER REV REF 2012A Total:	**273.00**
Fund: 402 - PARK ACQ. & DEV. FUND					
INTEGRA REALTY RESOURCES	124-2012-0392	04/10/2013	124-2012-0392	402.44.6000.451.30700	7,575.00
O'CONNELL LAW OFFICE, LLC	3/7/13	04/10/2013	3/7/13 T-10098/CITY OF INVER (	402.44.6000.451.30420	800.00
				Fund 402 - PARK ACQ. & DEV. FUND Total:	**8,375.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 404 - SEWER CONNECTION FUND					
METROPOLITAN COUNCIL ENVIRON SRVCS	MARCH 2013	04/17/2013	MARCH 2013	404.217.2170000	14,610.00
				Fund 404 - SEWER CONNECTION FUND Total:	**14,610.00**
Fund: 421 - 2001 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	421.72.5900.721.30420	1,810.50
				Fund 421 - 2001 IMPROVEMENT FUND Total:	**1,810.50**
Fund: 425 - 2005 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	425.72.5900.725.30420	756.00
				Fund 425 - 2005 IMPROVEMENT FUND Total:	**756.00**
Fund: 431 - 2011 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	431.73.5900.731.30420	283.50
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	431.73.5900.731.30420	351.00
				Fund 431 - 2011 IMPROVEMENT FUND Total:	**634.50**
Fund: 432 - 2012 IMPROVEMENT FUND					
HOISINGTON KOEGLER GROUP INC.	012-038-7	04/10/2013	012-038	432.73.5900.732.30700	3,455.67
HOISINGTON KOEGLER GROUP INC.	012-038-8	04/17/2013	PROJECT 012-038	432.73.5900.732.30700	737.50
				Fund 432 - 2012 IMPROVEMENT FUND Total:	**4,193.17**
Fund: 440 - PAVEMENT MANAGEMENT PROJ					
METZEN APPRAISALS	3/29/13	04/17/2013	PROJECT 2013-09E	440.74.5900.740.30700	3,500.00
				Fund 440 - PAVEMENT MANAGEMENT PROJ Total:	**3,500.00**
Fund: 441 - STORM WATER MANAGEMENT					
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	COMPLETE BILLING 3/31/13	441.74.5900.741.40030	2,364.31
				Fund 441 - STORM WATER MANAGEMENT Total:	**2,364.31**
Fund: 446 - NW AREA					
MAX STEININGER, INC.	PAY VO. NO. 3	04/17/2013	CITY PROJECT NO. 2010-41	446.74.5900.746.80300	53,030.61
				Fund 446 - NW AREA Total:	**53,030.61**
Fund: 501 - WATER UTILITY FUND					
ACE PAINT & HARDWARE	515289/5	04/17/2013	4/1/13	501.50.7100.512.60016	16.01
ACE PAINT & HARDWARE	515293/5	04/10/2013	4/1/13	501.50.7100.512.60016	6.12
AMERICAN FLAGPOLE & FLAG CO	105677	04/10/2013	4/1/13	501.50.7100.512.60016	112.17
CITY OF BLOOMINGTON	3/1/13-3/31/13	04/10/2013	3/1/13-3/31/13	501.50.7100.512.30700	420.00
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	04-12787-01 FEBRUARY 2013	501.50.7100.512.40005	4,847.09
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	04-12787-01 MARCH 2013	501.50.7100.512.40005	2,705.40
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	COMPLETE BILLING 3/31/13	501.50.7100.512.40005	12,566.52
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	MARCH 2013	501.50.7100.512.40005	15.66
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	FEBRUARY 2013	501.50.7100.512.40005	23.22
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	04-12787-01 JANUARY 2013	501.50.7100.512.40005	3,736.71
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	JANUARY 2013	501.50.7100.512.40005	19.44
GOPHER STATE ONE-CALL	66615	04/10/2013	MN00435	501.50.7100.512.30700	145.10
GRAYBAR	965655471	04/10/2013	0000101705	501.50.7100.512.40040	257.05
HD SUPPLY WATERWORKS LTD	6310514	04/17/2013	099872	501.50.7100.512.40043	24,614.92
NAC MECHANICAL & ELECTRICAL SERVICE	90393	04/10/2013	165294	501.50.7100.512.40040	1,470.97
ST CROIX TREE SERVICE	78620	04/17/2013	4/10/13	501.50.7100.512.60016	133.59
TKDA	002013000836	04/17/2013	0014026.007	501.50.7100.512.30700	1,406.57
TRACTOR SUPPLY CREDIT PLAN	3/21/13 6035 3012 0018 3679	04/10/2013	6035 3012 0018 3679	501.50.7100.512.60045	94.93
UPS	0000V4650V133	04/10/2013	V4650V	501.50.7100.512.60016	18.06
VALLEY-RICH CO, INC	18456	04/10/2013	130019 01/30	501.50.7100.512.40046	3,028.28
VALLEY-RICH CO, INC	18634	04/17/2013	130210 03/31	501.50.7100.512.40046	3,889.78
VESSCO INC	56808	04/10/2013	13641	501.50.7100.512.40042	1,440.42
XCEL ENERGY	363624749	04/17/2013	51-6098709-7	501.50.7100.512.40010	1,246.75
XCEL ENERGY	363624749	04/17/2013	51-6098709-7	501.50.7100.512.40020	12,006.02
				Fund 501 - WATER UTILITY FUND Total:	**74,220.78**
Fund: 502 - SEWER UTILITY FUND					
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	04-12787-01 MARCH 2013	502.51.7200.514.40015	5,985.99
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	04-12787-01 FEBRUARY 2013	502.51.7200.514.40015	6,756.03
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	04-12787-01 JANUARY 2013	502.51.7200.514.40015	6,538.10
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	FEBRUARY 2013	502.51.7200.514.40015	37.80
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	MARCH 2013	502.51.7200.514.40015	21.06
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	COMPLETE BILLING 3/31/13	502.51.7200.514.40015	24,546.73
EAGAN, CITY OF	JAN-MARCH 2013 UTILITIES	04/10/2013	JANUARY 2013	502.51.7200.514.40015	28.49
METROPOLITAN COUNCIL	0001013782	04/10/2013	5084	502.51.7200.514.40015	128,384.95
XCEL ENERGY	363624749	04/17/2013	51-6098709-7	502.51.7200.514.40020	1,459.40
				Fund 502 - SEWER UTILITY FUND Total:	**173,758.55**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 503 - INVER WOOD GOLF COURSE					
ACE PAINT & HARDWARE	515373/5	04/17/2013	4/10/13	503.52.8600.527.40040	11.03
AMERICAN FLAGPOLE & FLAG CO	105721	04/17/2013	4/3/13	503.52.8500.526.60065	106.66
DAKOTA ELECTRIC ASSN	3/28/13 201360-5	04/17/2013	201360-5	503.52.8600.527.40020	209.26
FAST SIGNS	190-63280	04/17/2013	3/25/13	503.52.8100.522.50050	131.95
G & K SERVICES	1182445889	04/17/2013	17194	503.52.8600.527.60045	91.55
G & K SERVICES	1182457146	04/17/2013	17194	503.52.8600.527.60045	91.55
GMS INDUSTRIAL SUPPLIES, INC.	52341	04/17/2013	3/20/13	503.52.8600.527.40042	115.55
GMS INDUSTRIAL SUPPLIES, INC.	52345	04/17/2013	3/29/13	503.52.8600.527.60040	39.65
LENTNER, GLEN	4/1/13	04/17/2013	REIMBURSE-RECYCLING & LICEN	503.52.8600.527.40025	18.10
LENTNER, GLEN	4/1/13	04/17/2013	REIMBURSE-RECYCLING & LICEN	503.52.8600.527.50070	74.80
MENARDS - WEST ST. PAUL	21200	04/17/2013	30170265	503.52.8600.527.40042	114.35
METZ, JOEL	4/3/13	04/17/2013	REIMBURSE-LICENSE RENEWAL	503.52.8600.527.50070	74.80
METZ, JOEL	4/3/13	04/17/2013	REIMBURSE-LICENSE RENEWAL	503.52.8600.527.60045	124.95
MN DEPT OF LABOR & INDUSTRY	ABR0056618I	04/17/2013	000000129821	503.52.8600.527.50070	20.00
MONTEREY CLUB/AM PLAYER	443236	04/17/2013	419245	503.52.8200.523.76200	20.00
NAPA OF INVER GROVE HEIGHTS	332287	04/17/2013	3/22/13	503.52.8600.527.40042	79.68
PUKKA	BU00085-IN	04/17/2013	P04598	503.52.8200.523.76200	902.40
SOUTH BAY DESIGN	040113	04/17/2013	APRIL 2013	503.52.8500.526.50025	495.50
SPORT HALEY, INC.	PSI-222467	04/03/2013	MN085	503.52.8200.523.76200	1,767.58
SUMMIT FACILITY & KITCHEN SERVICE	77961	04/17/2013	827	503.52.8300.524.40042	1,157.08
TDS METROCOM	4/13/13 651 457 3667	04/17/2013	651 457 3667	503.52.8500.526.50020	264.84
TITLEIST	1463604	04/17/2013	008363 1243 062177 1243 0010	503.52.8200.523.76350	78.39
TITLEIST	1468835	04/17/2013	008363 1243 062177 1243 0010	503.52.8100.522.60060	4,706.79
WESTERN PETROLEUM COMPANY	97115383-40801	04/17/2013	112743	503.52.8600.527.60022	965.61
XCEL ENERGY	359639097	04/17/2013	51-5754364-1	503.52.8500.526.40010	154.19
XCEL ENERGY	359639097	04/17/2013	51-5754364-1	503.52.8500.526.40020	467.58
XCEL ENERGY	359639097	04/17/2013	51-5754364-1	503.52.8600.527.40010	466.07
XCEL ENERGY	363153757	04/17/2013	51-5754364-1	503.52.8500.526.40010	137.36
XCEL ENERGY	363153757	04/17/2013	51-5754364-1	503.52.8500.526.40020	449.80
XCEL ENERGY	363153757	04/17/2013	51-5754364-1	503.52.8600.527.40010	412.28
				Fund 503 - INVER WOOD GOLF COURSE Total:	**13,749.35**
Fund: 603 - CENTRAL EQUIPMENT					
ARAMARK UNIFORM SERVICES	629-7718460	04/10/2013	792069636	603.00.5300.444.40065	22.49
ARAMARK UNIFORM SERVICES	629-7718460	04/10/2013	792069636	603.00.5300.444.60045	130.91
CARQUEST OF MSP-ROSEMOUNT	1596-193148	04/17/2013	614420	603.00.5300.444.40041	49.70
CARQUEST OF MSP-ROSEMOUNT	1596-193206	04/17/2013	614420	603.00.5300.444.40041	17.13
CARQUEST OF MSP-ROSEMOUNT	1596-193425	04/17/2013	614420	603.00.5300.444.40041	8.24
CARQUEST OF MSP-ROSEMOUNT	1596-193503	04/17/2013	614420	603.140.1450050	23.66
CARQUEST OF MSP-ROSEMOUNT	1596-193505	04/17/2013	614420	603.140.1450050	44.16
FACTORY MOTOR PARTS COMPANY	1-4137239	04/03/2013	10799	603.00.5300.444.40041	-24.05
FACTORY MOTOR PARTS COMPANY	1-4137240	04/03/2013	10799	603.00.5300.444.40041	-39.01
FACTORY MOTOR PARTS COMPANY	1-4142894	04/17/2013	10799	603.00.5300.444.40041	461.77
FACTORY MOTOR PARTS COMPANY	1-4142986	04/17/2013	10799	603.00.5300.444.40041	94.78
GRAINGER	9109293499	04/17/2013	806460150	603.00.5300.444.60065	151.51
H&L MESABI	87554	04/17/2013	514	603.00.5300.444.40041	814.49
HEALTH EAST	019453	04/17/2013	01799	603.00.5300.444.80700	1,806.19
INVER GROVE FORD	1/9/13	04/17/2013	6109086/1	603.00.5300.444.40041	229.90
INVER GROVE FORD	3/25/13	04/17/2013	6113928/1	603.00.5300.444.40041	199.99
JOB DONE	4/25/13	04/17/2013	WORKSHOP 4/25/13 3 PARTICIP	603.00.5300.444.50080	195.00
KIMBALL MIDWEST	2895178	04/17/2013	222006	603.00.5300.444.60012	25.38
KIMBALL MIDWEST	2905808	04/17/2013	222006	603.00.5300.444.60012	410.54
LITTLE FALLS MACHINE INC	00050978	04/17/2013	046225	603.00.5300.444.40041	76.17
METROMATS	5519	04/10/2013	3/21/13	603.00.5300.444.40065	41.15
METROMATS	5356	04/10/2013	3/7/13	603.00.5300.444.40065	41.15
MTI DISTRIBUTING CO	884004-00	04/10/2013	91180	603.00.5300.444.80800	91,254.30
RE-NEW UPHOLSTERY	482486	04/17/2013	4/3/13	603.00.5300.444.40041	188.43
TACTICAL SOLUTIONS	3712	04/17/2013	4/5/13	603.00.5300.444.40041	454.00
UNIFIRST CORPORATION	090 0157079	04/17/2013	1051948	603.00.5300.444.40065	70.31
UNIFIRST CORPORATION	090 0157079	04/17/2013	1051948	603.00.5300.444.60045	28.50
WAHL'S ENTERPRISES	4/12/13	04/17/2013	AERAVATOR	603.00.5300.444.80800	14,118.19
YOCUM OIL COMPANY, INC.	544484	04/17/2013	502860	603.140.1450060	13,421.76
YOCUM OIL COMPANY, INC.	544485	04/17/2013	502860	603.140.1450060	6,387.40
YOCUM OIL COMPANY, INC.	548838	04/17/2013	502860	603.140.1450060	13,425.77
YOCUM OIL COMPANY, INC.	549228	04/17/2013	502860	603.140.1450060	6,275.93
				Fund 603 - CENTRAL EQUIPMENT Total:	**150,405.84**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 604 - CENTRAL STORES					
COORDINATED BUSINESS SYSTEMS, LTD	225547462	04/10/2013	923425	604.00.2200.416.40050	218.71
OFFICEMAX INC	355215	04/10/2013	687054	604.00.2200.416.60005	196.76
OFFICEMAX INC	355215	04/10/2013	687054	604.00.2200.416.60010	-32.35
S & T OFFICE PRODUCTS	3/31/13	04/17/2013	MARCH 2013	604.00.2200.416.60005	369.14
S & T OFFICE PRODUCTS	3/31/13	04/17/2013	MARCH 2013	604.00.2200.416.60010	1,305.13
US BANCORP EQUIPMENT FINANCE, INC.	225356930	04/10/2013	923425	604.00.2200.416.40050	4,182.47
				Fund 604 - CENTRAL STORES Total:	**6,239.86**
Fund: 605 - CITY FACILITIES					
BROTHERS MFG	194732	04/10/2013	22245	605.00.7500.460.60011	47.62
HORWITZ NS/I	W28005	04/10/2013	CTYOFIGH	605.00.7500.460.40040	5,412.16
HUEBSCH SERVICES	3046641	04/10/2013	100075	605.00.7500.460.40065	109.04
MAS COMMUNICATIONS	1176	04/10/2013	ELEVATOR MONITOR	605.00.7500.460.40040	50.02
SAM'S CLUB	3/23/13 7715 0900 6358 0633	04/10/2013	7715 0900 6358 0633	605.00.7500.460.60011	104.67
TRACTOR SUPPLY CREDIT PLAN	100041639	04/17/2013	ACCOUNT ENDING 6589	605.00.7500.460.60011	53.49
USA MOBILITY WIRELESS INC	W0317493D	04/10/2013	0317493-5	605.00.7500.460.40065	4.75
				Fund 605 - CITY FACILITIES Total:	**5,781.75**
Fund: 606 - TECHNOLOGY FUND					
ADVANCED TECHNOLOGY SYSTEMS, INC.	68734	04/10/2013	3/29/13	606.00.1400.413.60010	850.17
INTEGRA TELECOM	10735049	04/10/2013	887115	606.00.1400.413.50020	1,031.95
LOGISOLVE LLC	46495	04/17/2013	3/31/13	606.00.1400.413.30700	937.50
OFFICE OF ENTERPRISE TECHNOLOGY	4/4/13 200B0171	04/17/2013	200B0171	606.00.1400.413.30750	311.81
US INTERNET	1014905	04/17/2013	3/29/13	606.00.1400.413.30700	220.00
				Fund 606 - TECHNOLOGY FUND Total:	**3,351.43**
Fund: 702 - ESCROW FUND					
LILLIE SUBURBAN NEWSPAPERS	3/29/13 001363	04/17/2013	001363	702.229.2289101	26.20
LILLIE SUBURBAN NEWSPAPERS	3/29/13 001363	04/17/2013	001363	702.229.2294601	45.86
LILLIE SUBURBAN NEWSPAPERS	3/29/13 001363	04/17/2013	001363	702.229.2295001	22.93
LEVANDER, GILLEN & MILLER P.A.	3/31/13 81000E	04/17/2013	81000E	702.229.2293300	56.00
BELTRAMI COUNTY SHERIFF	04CR124299	04/10/2013	DOUGLAS LEE PRAZAK	702.229.2291000	300.00
				Fund 702 - ESCROW FUND Total:	**450.99**
					942,648.30

AGENDA ITEM 4C

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Pay Voucher No. 1 for City Project No. 2006-08 – Asher Water Tower Replacement

Meeting Date: April 22, 2013
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: SDT SB

Fiscal/FTE Impact:

- [ ] None
- [ ] Amount included in current budget
- [ ] Budget amendment requested
- [ ] FTE included in current complement
- [ ] New FTE requested – N/A
- [X] Other: Water Operating Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2006-08 – Asher Water Tower Replacement.

SUMMARY

The improvements were ordered by the City Council on March 26, 2012. The contract was awarded in the amount of $2,187,000 to CB & I, Inc. on November 26, 2012 for City Project No. 2006-08 – Asher Water Tower Replacement.

The contractor has completed the work through March 25, 2013 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 1 in the amount of $377,150.00 for work on City Project No. 2006-08 – Asher Water Tower Replacement.

SDT/kf
Attachment: Pay Voucher No. 1

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: (OWNER) City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077-3410

CUSTOMER PROJECT: 2006-08

CB&I INVOICE NO. 184000-01
APPLICATION NO. 1

Distribution to:
- [ ] OWNER
- [ ] ENGINEER
- [ ] CONTRACTOR
- [ ] OTHER

WORK FROM DATE: 01/24/13
WORK THRU DATE: 03/25/13

FROM (CONTRACTOR):
CB&I Inc. - Steel Plate Structures
9550 Hickman Road Clive, IA 50325-5316

VIA (ENGINEER):
Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-5196

ENG. PROJECT NO: INVER 120095

CONTRACT FOR:
0.75MG Elevated Water Storage Tank

CONTRACT DATE: 11/26/12

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	0.00	0.00
Approved this Application			
Number	Date Approved		
	TOTALS	0.00	0.00
Net change by Change Orders		0.00	

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

CONTRACTOR: CB&I Inc. - Steel Plate Structures

By: Joanne Jealon Date: 03/28/13
A/R Administrator

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$2,187,000.00
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1+/- 2)		$2,187,000.00
4. TOTAL COMPLETED & STORED TO DATE (Col K on G703)		$397,000.00
5. RETAINAGE:		
a. 5% of Completed Work (Col G + I on G703)	$19,850.00	
b. 0% of Stored Material Col J on G703)	0.00	
Total Retainage (Line 5a + 5b or (Total in Col P of G703)		$19,850.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$377,150.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$0.00
8. CURRENT PAYMENT DUE		$377,150.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$1,809,850.00

State of: IOWA County of: POLK
Subscribed and sworn to before me this 28th day of March, 2013.
Notary Public Gayla L. Zenz
My Commission expires: Dec. 03, 2013

NOTARIAL SEAL IOWA
GAYLA L. ZENZ
Commission Number 713888
My Commission Expires
December, 3 20 13

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: Short Elliott Hendrickson Inc.
By: [signature] Date: 4/3/13

OWNER: City of Inver Grove Heights
By: _____ Date: _____

FUNDING AGENCY: USDA
By: _____ Date: _____

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

AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 2, Final Compensating Change Order No. 3, Final Pay Voucher No. 3, Engineer's Final Report and Resolution Accepting Work for City Project No. 2010-41 – TH 3 Turn Lanes at Autumn Way

Meeting Date:	April 22, 2013
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

TJK

SDT SB

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Developer Cost-share Agreement, Municipal State Aid Funds, and Mn/DOT Cooperative Agreement

PURPOSE/ACTION REQUESTED

Consider Change Order No. 2, Final Compensating Change Order No.3, Final Pay Voucher No. 3, Engineer's Final Report and Resolution Accepting Work for City Project No. 2010-41 – TH3 Turn Lanes at Autumn Way.

SUMMARY

The improvements were ordered in conjunction with the Argenta Hills residential development. The contract was awarded in the amount of $480,706.02 to Max Steininger, Inc., on May 14, 2012 for City Project No. 2010-41 – TH3 Turn Lanes at Autumn Way. The developer has provided funding for the project and Mn/DOT has provided funding through a cooperative agreement. The City is also funding a culvert using Municipal State Aid funds.

Change Order No. 2 is for an additional water main shutdown. Final Compensating Change Order No. 3 reconciles the value of work completed to the contract amount. The funding is paid for through the developer funds already provided for the project. The contractor has completed the work in accordance with the contract plans and specifications.

I recommend approval of Change Order No. 2 in the amount of $955.96, Final Compensating Change Order No. 3 in the amount of $ 24,552.92, for a revised contract amount of $511,621.80, and approval of Payment Voucher No. 3 in the amount of $53,030.61, acceptance of the Engineer's Final Report, and approval of the Resolution Accepting Work on City Project No. 2010-41 – TH3 Turn Lanes at Autumn Way.

TJK/me

Attachments: Change Order No. 2
Final Compensating Change Order No. 3
Final Pay Voucher No. 3
Engineer's Final Report
Resolution Accepting Work

CHANGE ORDER NO. 2

TH 3 Roadway Improvements
City Project # 2010-41/SP 1908-85

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 30, 2012
Contractor: Max Steininger, Inc. 3080 Lexington Avenue South Eagan, MN 55121	Engineer: WSB & Associates, Inc.

You are directed to make the following changes in the Contract Documents:

Purpose of Change Order:
The contract has been modified to include the following:
In order to limit the impact of a water shut down, it was agreed to perform a night time water main shutdown to place new water main. The additional cost is summarized in the attached document.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $ 480,706.02	Original Contract Time:
Previous Change Orders $ 5,406.90	Net Change from Previous Change Orders
Contract Price Prior to this Change Order $ 486,112.92	Contract Time Prior to this Change Order
Net Increase of this Change Order $ 955.96	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $ 487,068.88	Contract Time with Approved Change Orders
Recommended By:	Approved By:
Andrew Plowman, Project Manager, WSB & Associates, Inc.	Max Steininger Inc.

Approved By:	Approved By:	Date of Council Action
Tom Kaldunski, City Engineer	George Tourville, Mayor	

11/19/2012

For MnDOT Metro District Cooperative Agreements Engineer Recommended For Approval, this approval does not obligate additional funding.

Attachment to Change Order Number 2
City Project 2010-41
SP 1908-85

Contractor: Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Project: TH 3 Roadway Improvements
City Project # 2010-41

Description of Changes:

1. The contractor performed an overnight water main shutdown to limit the impacts of a shutdown to nearby residences and businesses. In order to perform this work, the contractor is entitled to the following extras.
   a. Overtime versus Regular Costs
   b. Equipment Costs and Rentals – Including temporary lighting units and delivery

Item Description	Unit	Quantity	Unit Price	Total
Overnight Water Main Installation	Lump Sum	1	$955.96	$955.96

Total increase for Change Order 2 = $955.96

O.K. Mn/DOT Estimating TES 11/07/12

FINAL COMPENSATING
CHANGE ORDER NO. 3

TH 3 Roadway Improvements
City Project # 2010-41/SP 1908-85

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: February 22, 2013
Contractor: Max Steininger, Inc. 3080 Lexington Avenue South Eagan, MN 55121	Engineer: WSB & Associates, Inc.

You are directed to make the following changes in the Contract Documents:

Purpose of Change Order:
The contract has been modified to include the following:

See attached sheet

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIME**
Original Contract Price: $ 480,706.02	Original Contract Time:
Previous Change Orders (Change Order Nos. 1, 2) $ 6,362.86	Net Change from Previous Change Orders
Contract Price Prior to this Change Order $ 487,068.88	Contract Time Prior to this Change Order
Net **Increase** of this Change Order $24,552.92	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $511,621.80	Contract Time with Approved ChangeOrders
Recommended By: Andrew Plowman, WSB & Associates, Inc.	Approved By: Max Steininger Inc.

Approved By:	Approved By:	Date of Council Action
Tom Kaldunski, City Engineer	George Tourville, Mayor	

Attachment to Final Compensating Change Order No. 3
City Project 2010-41

Contractor: Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Project: TH 3 Improvements
City Project # 2010-41

Description of Changes:

1. Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form. The amount is calculated as follows:

Total Value of work completed to date	$ 511,621.80
Contract amount to date	$ 487,068.88
Compensating Amount	**$ 24,552.92**

Total Increase for Change Order = $ 24,552.92

WSB & Associates, Inc.

Owner: City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Hghts, MN 55077-3410

Date: 4/2/2013

For Period: 8/17/2012 to 4/2/2013

Request No.: 3 & FINAL

Contractor: Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Pay Voucher
IGH - TH 3 Construction Services SP 1908-85
Client Contract No.:
Project No.: 02108-00
Client Project No.:

Project Summary			
1	Original Contract Amount		$480,706.02
2	Contract Changes - Addition	$30,915.78	
3	Contract Changes - Deduction	$0.00	
4	Revised Contract Amount		$511,621.80
5	Value Completed to Date		$511,621.80
6	Material on Hand		$0.00
7	Amount Earned		$511,621.80
8	Less Retainage		$0.00
9	Subtotal		$511,621.80
10	Less Amount Paid Previously		$458,591.19
11	Liquidated Damages		$0.00
12	AMOUNT DUE THIS PAY VOUCHER NO. 3 & FINAL		$53,030.61

I HEREBY CERTIFY THAT A FINAL EXAMINATION HAS BEEN MADE OF THE ABOVE NOTED CONTRACT, THAT THE CONTRACT HAS BEEN COMPLETED, THAT THE ENTIRE AMOUNT OF WORK SHOWN IN THE FINAL VOUCHER HAS BEEN PERFORMED AND THE TOTAL VALUE OF THE WORK PERFORMED IN ACCORDANCE WITH, AND PURSUANT TO, THE TERMS OF THE CONTRACT IS AS SHOWN IN THIS FINAL VOUCHER.

Recommended for Approval by:
WSB & Associates, Inc.

Construction Observer:

Approved by Contractor:
Max Steininger, Inc.

Approved by Owner:
City of Inver Grove Heights

Specified Contract Completion Date:

Date:

Comment:

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2010-41
TH 3 TURN LANES AT AUTUMN WAY

April 1, 2013

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 Max Steininger, Inc. for City Project No. 2010-41 – TH3 Turn Lanes at Autumn Way.

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	$ 480,706.02
Total Addition (Change Orders 1, 2, 3)	$ 30,915.78
Total Deduction	($ 0.00)
Total Contract Amount	$ 511,621.80
Total Value of Work to Date	$ 511,621.80
Less Previous Payment	$ 458,591.19
Total Approved for Payment this Voucher	$ 53,030.61
Total Payments including this Voucher	$ 511,621.80

Sincerely,

Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF MAX STEININGER, INC. AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $53,030.61

CITY PROJECT NO. 2010-41
TH 3 TURN LANES AT AUTUMN WAY

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 14, 2012, Max Steininger Inc. satisfactorily completed improvements and appurtenances for City Project No. 2010-41 – TH 3 Turn Lanes at Autumn Way.

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

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

Adopted by the City Council of Inver Grove Heights this 22nd day of April 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of an Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located at 8255 College Trail (Lot 2, Block 1, College Estates)

Meeting Date:	April 22, 2013		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, 651.450.2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
	SDT		New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED

Consider approval of an agreement related to a homeowner's fence and gate encroaching within a drainage and utility easement at the entrance to the property located at 8255 College Trail (Lot 2, Block 1, College Estates).

SUMMARY

The owners of 8255 College Trail, James and Heather Riley, applied for a fence permit on January 10, 2013. During the review process, they requested authorization to cross a drainage and utility easement to install a fence with electronic gates. This fence would encroach on an existing public easement. The easement contains a water main, hydrant, and valves.

City staff has been working closely with the property owners to reduce the affects of this fence/gate on the easement and the operation and maintenance of the existing utilities. The project has been discussed with the property owner many times to reduce the impact of this encroachment. The fence was moved northerly to avoid other east/west easements that exist for storm water management purposes. The City Attorney has prepared an encroachment agreement. It requires the homeowner to install a lock box for the Fire Department to have access in the event of an emergency. The lock box, gate, and encroachment agreement will keep the homeowner in compliance with the City's Obstruction Policy. It will also provide the City with access to all utilities and easements in the area. The agreement requires the owner to cover any costs related to the fence/gate's affect on the easement if the City does a future project on their easement. The owner would be responsible for any cost differential on a City project.

A copy of the signed encroachment agreement is attached. It is recommended that the City Council approve the execution of the agreement as outlined in this memo.

TJK/kf

Attachments: College Estates plat
Exhibit
Agreement

COPY

COLLEGE ESTATES

KNOW ALL PERSONS BY THESE PRESENTS: That Curt W. Kuenzi and Katherine A. Kuenzi, husband and wife, fee owners, of the following described property situated in the County of Dakota, State of Minnesota, to wit:

That part of Lots 13, 14, 15 and 16 of State Subdivision of the Northeast Quarter of Section 16, Township 27, Range 22, described as follows: Beginning at the northeast corner of said Lot 13; thence west along the north line of said Lots 13 and 14, a distance of 964.21 feet to the east line of the west 8 acres of that part of Lots 14 and 15 lying north of State Aid Road No. 75; thence south, parallel with the west line of said Lots 14 and 15 to the center line of State Aid Road No. 75; thence northeasterly along the center line of said State Aid Road No. 75 to the east line of said Section 16; thence north along the east line of said Section 16 to the point of beginning, except the north 197.73 feet thereof. Also except that part of Lots 14 and 15 of State Subdivision of the Northeast Quarter of Section 16, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Beginning at the intersection of the south line of the north 197.73 feet of said Lot 14 and the east line of the west 8 acres of that part of said Lots 14 and 15 lying north of College Trail (State Aid Road No. 75); thence South 00 degree 20 minutes 07 seconds West (assumed bearing) along said east line 756.64 feet more or less to the center line of said College Trail; thence North 85 degrees 01 minutes 51 seconds East, along said center line, 293.74 feet; thence North 00 degree 20 minutes 07 seconds East, 732.70 feet more or less to the south line of said north 197.73 feet; thence South 88 degrees 42 minutes 20 seconds West, along said south line to the point of beginning.

Have caused the same to be surveyed and platted as COLLEGE ESTATES and do hereby donate and dedicate to the public for public use forever the thoroughfare and also dedicate the easements as shown on this plat for drainage and utility purposes only.

IN WITNESS WHEREOF said Curt W. Kuenzi and Katherine A. Kuenzi, husband and wife, have hereunto set their hands this 18th day of June 19 98

Curt W. Kuenzi — Curt W. Kuenzi

Katherine A. Kuenzi — Katherine A. Kuenzi

STATE OF MINNESOTA
COUNTY OF Ramsey

The foregoing instrument was acknowledged before me this 18th day of June 19 98 by Curt W. Kuenzi and Katherine A. Kuenzi, husband and wife.

AMY M. THACKER
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Jan. 31, 2000

Amy M. Thacker
Notary Public Ramsey County, Minnesota
My commission Expires Jan. 31, 2000

I hereby certify that I have surveyed and platted the property described on this plat as COLLEGE ESTATES, that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments have been correctly placed in the ground as shown or will be correctly placed in the ground as designated; that the outside boundary lines are correctly designated on the plat and that there are no wet lands as defined in Minnesota Statutes, Section 505.02, Subd. 1 or public highways to be designated other than as shown.

John C. Larson, Land Surveyor
Minnesota License Number 19828

STATE OF MINNESOTA
COUNTY OF Dakota

The foregoing Surveyor's Certificate by John C. Larson, Minnesota License No. 19828 was acknowledged before me this 4th day of June 1998

SHANNON ELLIOTT
NOTARY PUBLIC - MINNESOTA
DAKOTA COUNTY
My Commission Expires Jan. 31, 2000

Shannon Elliott
Notary Public Dakota County, Minnesota
My commission Expires 1-31-2000

PLANNING COMMISSION OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA
Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, at a regular meeting thereof, on the 6 day of MAY 19 98

Barbara Hunchberger — Secretary
Edward W. Lehmann — Chairperson

CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA
We do hereby certify that on the 11 day of MAY 19 98, the City Council of Inver Grove Heights, Minnesota, approved this plat.

Mayor
Clerk

Pursuant to Section 383D.65, Minnesota Statutes this plat has been approved this 9th day of July 19 98

By Gary H. Stevenson
Dakota County Surveyor

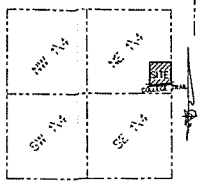
I hereby certify that the taxes for the year 19 98 for the land described on this plat as COLLEGE ESTATES, have been paid and that there are no delinquent taxes due and transfer entered this 20 day of July 19 98

County Treasurer-Auditor, Dakota County, Minnesota

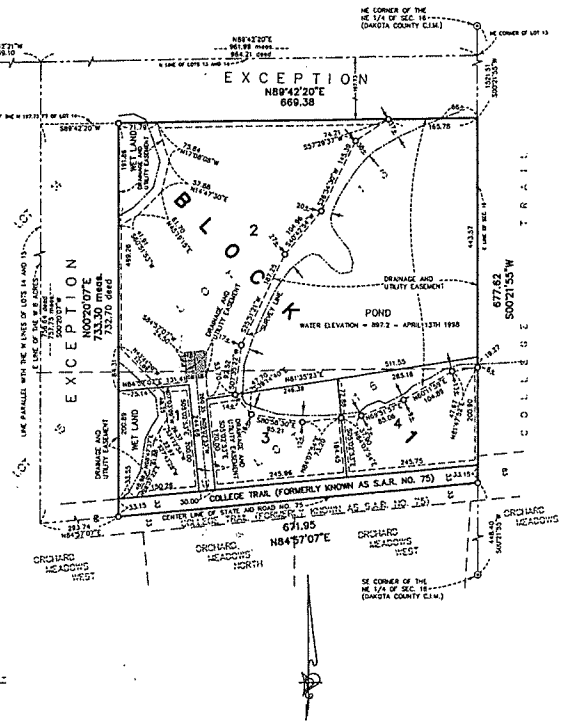
Document Number 1521450
I hereby certify that this instrument was filed in the office of the County Recorder for record on this 21st day of July 19 98 at 8:00 o'clock A. M. and was duly recorded in Book 2002 of Plats on page 56

Joel T. Rodman
County Recorder, Dakota County, Minnesota

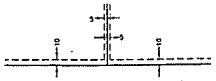
C. Kamper
Deputy



SECTION 16, TWP. 27, RGE. 22
LOCATION MAP
N SCALE



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES UNLESS OTHERWISE INDICATED, AND 10 FEET IN WIDTH AND ADJOINING STREET LINES AND REAR LOT LINES UNLESS OTHERWISE INDICATED ON THE PLAT.

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE - REQUIRED - LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE ON OR BEFORE THE 4 DAY OF June 19 98. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 19828.

○ DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 19828

● DENOTES FOUND IRON MONUMENT

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST 8 ACRES OF THAT PART OF LOTS 14 AND 15 LYING NORTH OF STATE AID ROAD NO. 75 OF STATE SUBDIVISION OF THE NE 1/4 OF SEC. 16, TWP. 27, RGE. 22 WHICH IS ASSUMED TO HAVE A BEARING OF S00°20'07"W.

GRAPHIC SCALE

100 0 50 100 200 400

1 inch = 100 ft.

BENCHMARK: E.N.H. NORTH SIDE OF 85TH STREET EAST AT BREWSTER AVENUE
ELEVATION = 913.09 FT (NGVD 1929)

PIONEER engineering
LAND SURVEYING • GPS SERVICES
LAND PLANNING • ENVIRONMENTAL ENGINEERING
2422 Enterprise Drive
Mendota Heights, MN 55120
(612) 681-1914 FAX:681-9488
625 Highway 10 N.E.
Ham Lake, MN 55304
(612) 783-1990 FAX:783-1883

NUMBER

DRAWING NUMBER

PLANNED DEVELOPMENT • PRIVATE CONSTRUCTION

DRAWING NUMBER

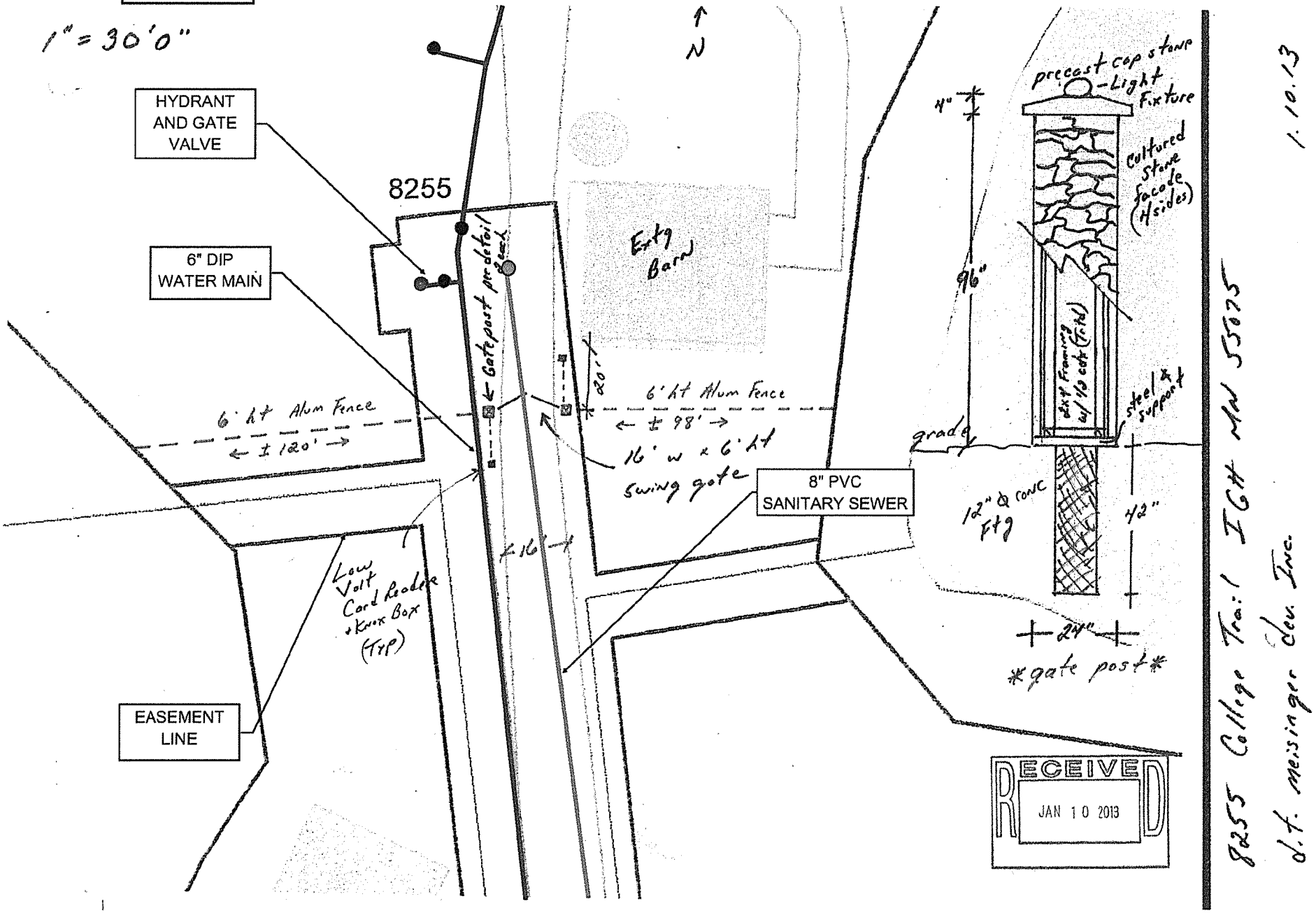
PLANNED DEVELOPMENT • PRIVATE CONSTRUCTION

DRAWING N

Mary Jan 56

EXHIBIT 1

1" = 30'0"



8255 College Trail IGH MN 55075

d.f. meisinger dev. Inc.

1.10.13

AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 1, COLLEGE ESTATES DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT (Agreement), made this 12th day of April, 2013, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and by James Riley Jr. and Heather Riley, husband and wife (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 **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 2, Block 1, College Estates, Dakota County, Minnesota

1.4 **City Easement**. "City Easement" means the following easements located on the Subject Land:

The permanent drainage and utility easement located generally in the southwest area of the Subject Land dedicated on the recorded plat of College Estates, Dakota County, Minnesota.

1.5 **Landowner.** "Landowner" means, James Riley Jr. and Heather Riley, 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:	James Jr. and Heather Riley 8255 College Trail 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.

1.7 **Landowner Improvements.** "Landowner Improvements" means the precast stone facade pillars with steel support beams, an aluminum swing gate, and a security fence to be constructed on the Subject Land in the City Easement.

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, hydrants, water mains, gate valves 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 place 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 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 existing 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 LANDOWNER, 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 its own cost, is hereby authorized by the City to make 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 comply with the request of the City Fire Marshall to provide a specified lock box with respect to the gate.

The Landowner shall not place any other structures, irrigation systems, buildings,,fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements. After construction, the Landowner, at its expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

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 its 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 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:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

James Riley Jr. and Heather Riley

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 12th day of Friday, 2013, by James Riley Jr. and Heather Riley, husband and wife.

Notary Public

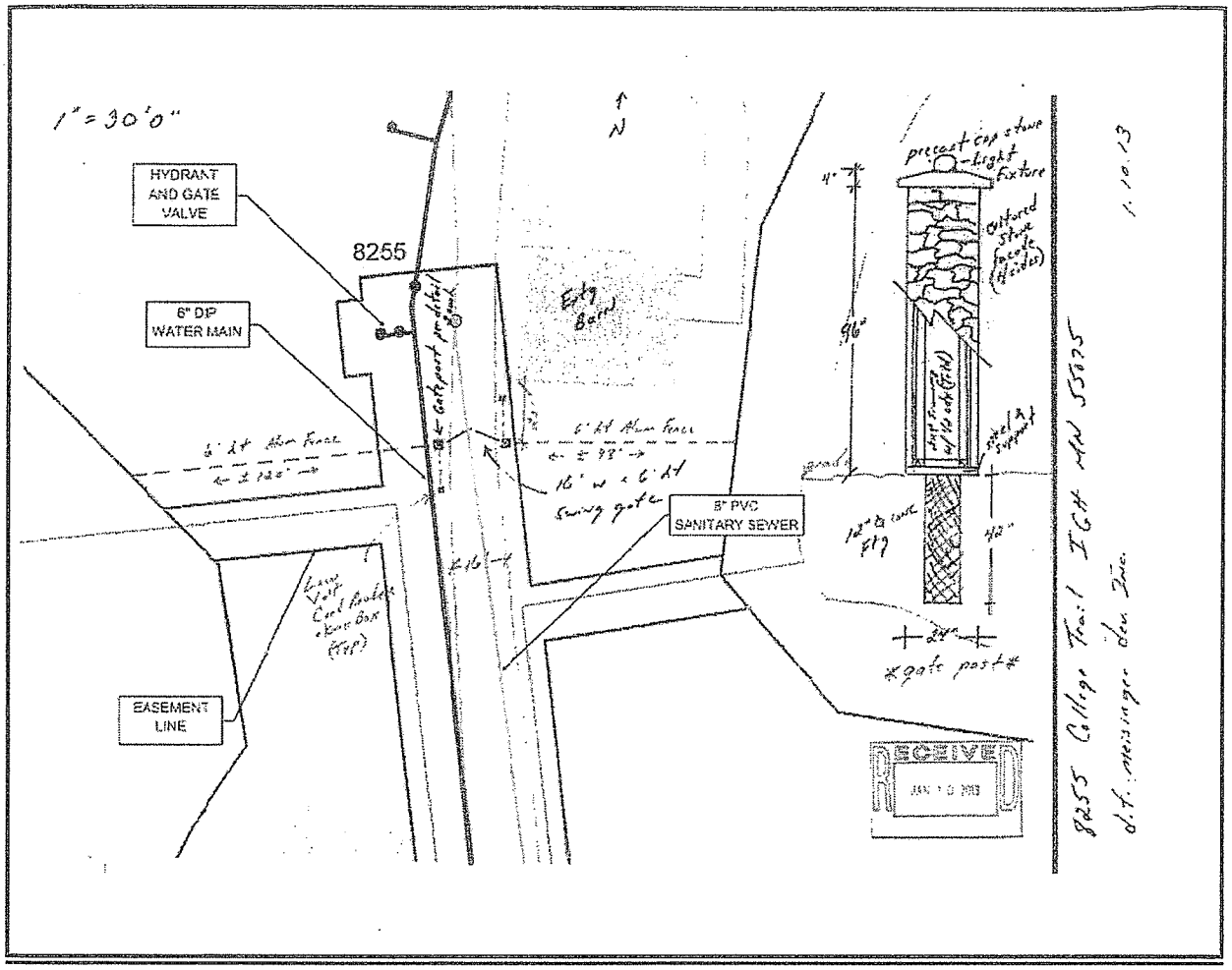
DAVID E MISNER
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2015

This instrument was drafted by and after recording, please return to:

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

\\lgm-sbs\LGM\CLIENTS\810\81000\13000 - Pass Through\College Estates (Riley- 8255 College Trail) - 13127\documents\Encroachment Agreement (Riley 8255 College Trail) 4-10-13.doc

EXHIBIT A
CONSTRUCTION PLAN



AGENDA ITEM 4F

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement and Indemnification Agreement for 10130 Adam Avenue (Bongard)

Meeting Date:	April 22, 2013		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, City Engineer		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, 651.450.2572		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement and Indemnification Agreement for 10130 Adam Avenue (Bongard).

SUMMARY

The owners of Lot 19, Block 1, Forest Ridge (10130 Adam Avenue) are affected by 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, Mr. and Mrs. Bongard, have provided the required Grading and Erosion Control Plans and Storm Water Plans. They are following most of the Storm Water Management Plan from the original Forest Ridge Development requirements which allow the site to drain to two existing basins. Their home is closest to the basin north of their site. The owners are building their lowest floor several feet above the ten-day, 100-year snow melt high water level; however, they will be below the natural overflow elevation (NOF). Therefore, the owners have executed an Indemnification Agreement because their lowest floor is below the NOF. They have also signed the Custom Grading Agreement (attached) which spells out the conditions to be met which includes granting a drainage easement in the northwest corner of the lot. They will also be providing a surety of $10,000 to ensure compliance. An engineering escrow of $3000 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner will be able to apply for his building permit following the Council approval of the Custom Grading Agreement.

It is recommended that the City Council approve the Custom Grading Agreement and the Indemnification Agreement for 10130 Adam Avenue in Forest Ridge and authorize the Mayor to execute the Agreements. The property owners will provide surety and escrows as they apply for their building permit in the coming days.

TJK/kf

Attachments: Custom Grading Agreement with approved plan
Indemnification Agreement

CUSTOM GRADING AGREEMENT
FOR
10130 ADAM AVENUE
INVER GROVE HEIGHTS, MINNESOTA
LOT 19, BLOCK 1, FOREST RIDGE
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 22nd day of April, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Water Management Organization

d.) State of Minnesota

e.) Minnesota Department of Natural Resources

f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

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

a.) utility companies, including electric, gas and cable

b.) pipeline companies.

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

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

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

a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;

b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) breach of the Owner Warranties.

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

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

A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform their obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform their obligations under this Custom Grading Agreement.

B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on their behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

D. **FEE TITLE.** The Owner owns fee title to the Property.

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

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

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

B. **AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

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

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

If to Owner:
Derek Bongard
424 1st Avenue South
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 as follows:

Lot 19, Block 1, Forest Ridge, Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

In constructing and establishing the Improvements, the Owner shall do nothing to lessen the storage capacities for the storm water as those capacities are shown in the report prepared by Rehder and Associates dated July 20, 2012 on file with the City for Basin RV-G-10 and a second report prepared by Rehder and Associates dated March 5, 2013, as modified April 11, 2013 for Basin RV-M-8. Basin RV-G-10 and Basin RV-M-8 are identified in the City's Water Resources Management Plan prepared by Barr Engineering dated December 2008. Basin RV-G-10 and Basin RV-M-8 are depicted on the attached Appendix 3.

The installation of any retaining walls must be in conformance with the conditions stated in the building permit and in conformance with the Development Plans. If the Owner has installed any retaining walls prior to obtaining a building permit, the Owner shall obtain a building permit, shall pay the building permit fee, and shall also pay the surcharge for beginning work prior to obtaining a building permit.

3.2 GROUND MATERIAL. The Owner shall insure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall

guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Owner.

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

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

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

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

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

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

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

the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

The Owner agrees 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 dedicated on the plat of Forest Ridge 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 the execution of this Agreement

3.10 AS BUILT INFORMATION. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Improvements shall be provided by the Owner in accord with City standards no later than 90 days after completion of the Improvements, unless otherwise approved in writing by the PWD.

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

ARTICLE 4
OTHER PERMITS

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

ARTICLE 5
RESPONSIBILITY FOR COSTS

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

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 of suffers, which arise out of, result from or relate to:

a.) breach by the Owner of the Owner Warranties;

b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) failure by the Owner to pay contractors, subcontractors, laborers, or materialmen;

e.) failure by the Owner to pay for materials;

f.) approval by the City of the Development Plans;

g.) failure to obtain the necessary permits and authorizations to construct the

Improvements;

h.) construction of the Improvements;

i.) delays in construction of the Improvements;

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

a.) the City may specifically enforce this Custom Grading Agreement;

b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 10 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 ("Escrow Amount").

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, 2016. 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, 2016, 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 an Owner Default, for any of the following reasons:

a.) an Owner Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2016.

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, the Owner shall deposit $3,000 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 $3,000 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11
MISCELLANEOUS

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of April, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER:

Derek Bongard

Katherine Bongard

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ~~22nd~~ 17th day of April, 2013, by Derek Bongard and Katherine Bongard, husband and wife.

Notary Public

LISA McINTYRE
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2016

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

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

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APPENDIX 1
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
1.) Grading, Drainage, and Erosion Control	3/5/13, as modified 4/11/13*	Rehder & Associates, Inc.
2.) Landscape Plan	n/a	n/a
3.) Storm Water Plan	4/11/13	Rehder & Associates, Inc.
4.) Retaining Wall	_____	_____

*Approved by the City Engineer on 4/12/13. The Development Plans approved by the City Engineer are attached to and hereby made a part of this Appendix 1.

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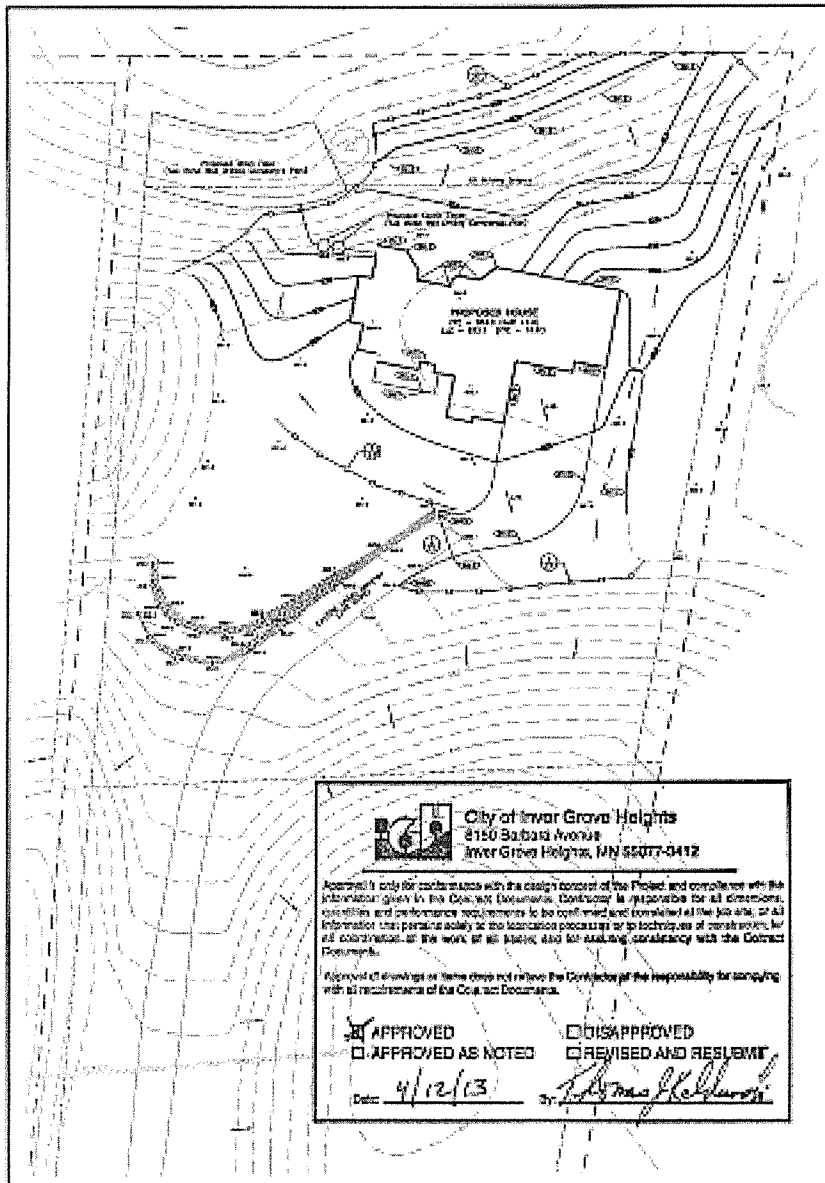


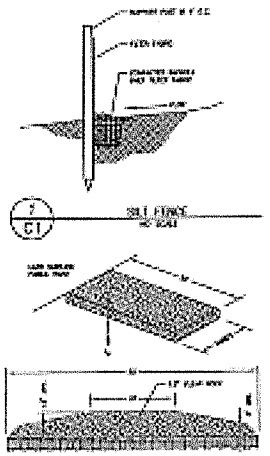
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

Approved for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and completed at the job site, all information that pertains solely to the fabrication processes or to techniques of construction, for all coordination of the work of all trades and for satisfying compliance with the Contract Documents.

Approval of drawings or items does not relieve the Contractor of the responsibility for complying with all requirements of the Contract Documents.

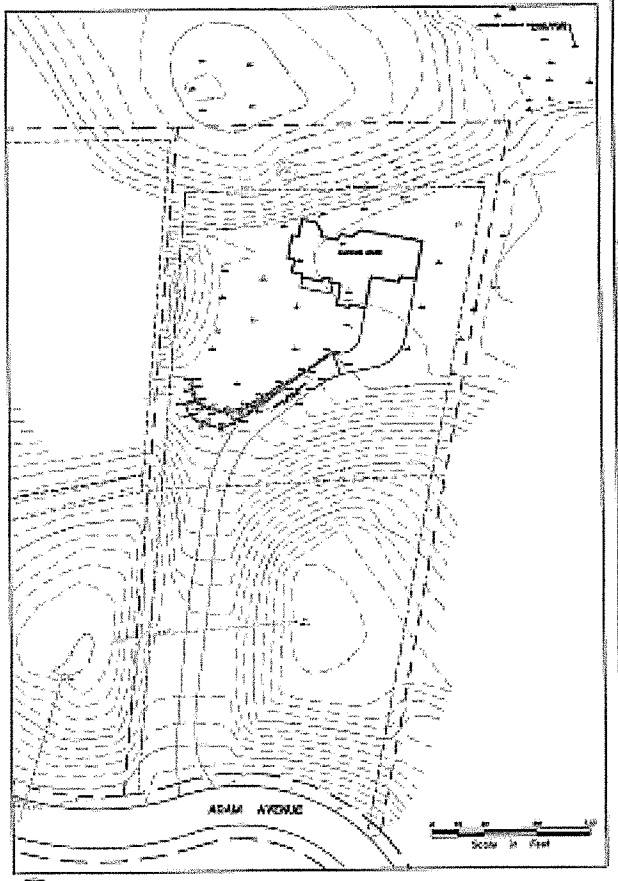
☒ APPROVED ☐ DISAPPROVED
☐ APPROVED AS NOTED ☐ REVISED AND RESUBMIT

Date: 4/12/13 By: [signature]



LOT AREA = 2.84 ACRES
DISTURBED AREA = 0.7 ACRES
CUT = 2,500 C.Y.
FILL = 200 C.Y.

PROGRESS PRINT
4-11-13



OVERALL SITE

GRADING NOTES

- All excavation shown cut to final surface.
- Retaining walls over 4' high must be designed by a licensed engineer and approved by the City.
- Turf establishment must meet the MnDOT Mixture 270 & 100 Seedbed, fertilizer shall be 19-19-19 (20% controlled release), and mulch shall be MnDOT Type 1 or equal. Place, tack, anchor mulch and sod from 1 yard out with a uniform thickness of not less than 2 inches and free of weeds.

EROSION CONTROL NOTES

1. All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
2. Street gravel shall clean as necessary when construction sediment has been deposited.
3. Each area disturbed by construction shall be restored per the specifications after its work, after the construction activity in that portion of the site has temporarily or permanently ceased.
4. Temporary and stockpiles shall have silt fence around them and cannot be placed in surface water, including drainage ways, conveyances such as curb and gutter systems, or storm sewer inlets.
5. Excess concrete/mortar from concrete trucks shall be disposed of in portable washout complete hole or disposed of in a permanent area.

LEGEND

- PROPERTY LINE
- EASEMENT
- PROPOSED CONTOUR
- PROPOSED ELEVATION
- EXISTING CONTOUR
- EXISTING ELEVATION

N

Scale in Feet

Bolton & Associates, Inc.
Consulting Engineers and Land Surveyors
PROJECT NO. 131-234411 MN/DNR PLE 1134471-1

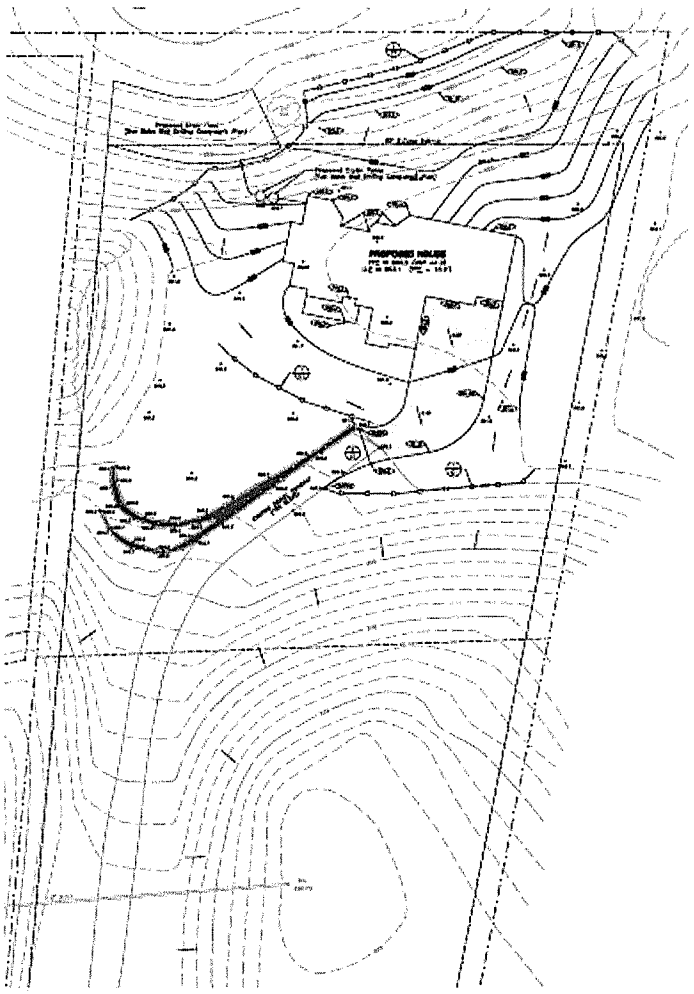
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

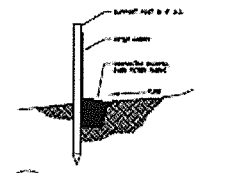
Name: JEROME R. [illegible] Date: [illegible]
Reg. No. [illegible]

Revisions

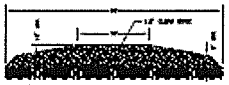
GRADING & EROSION CONTROL PLAN
BOMGARD RESIDENCE
10130 ADAM AVENUE
CITY OF INVER GROVE HEIGHTS

SHEET NUMBER
C1





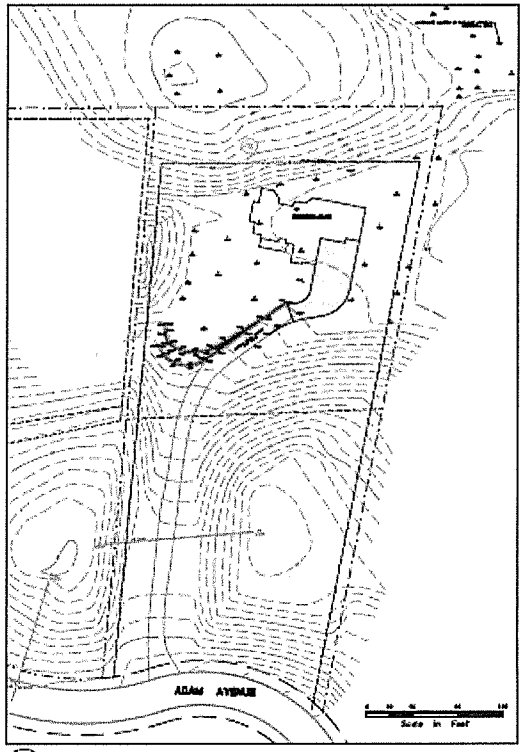
1 / C1 SILT FENCE
NO SCALE



2 / C1 ROCK CONSTRUCTION ENTRANCE
NO SCALE

LOT AREA = 2.64 ACRES
DISTURBED AREA = 0.7 ACRES
CUT = 2,500 C.Y.
FILL = 200 C.Y.

PROGRESS PRINT
4-11-12



C1 OVERALL SITE

GRADING NOTES

- All elevations shown are as final surface.
- Retaining walls over 4' high must be designed by a licensed engineer and approved by the City.
- Turf establishment, seed and sod to MNDOT Mixture 270 & 130 Bio/Fiber, fertilizer shall be 10-10-10 (20% nitrogen), plant, and mulch shall be MNDOT Type 1 or approved mulch, plant, shrubs mulched and soil bed 10 in 2 years and with a uniform thickness of not less than 3 inches and free of weeds.

EROSION CONTROL NOTES

1. All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
2. Street paved public shall be necessarily clean sediment/dust sediment has been deposited.
3. Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
4. Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or wetlands and streams.
5. Source material/other than concrete trucks shall be disposed of in portable washout reserve tank or disposed off site in approved area.

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- PROPOSED CONTOUR
- PROPOSED ELEVATION
- EXISTING STORM SEWER
- EXISTING CONTOUR
- EXISTING ELEVATION

N

Scale in Feet

Bohler & Associates Inc.
Consulting Engineers and Land Surveyors
10 Mill Street, Suite 1, Hopkinton, MA 01748
Tel: 508-435-9400 Fax: 508-435-9401
PROJECT NO. 07-0534-01 DRAWING FILE: 0534011.DWG

I hereby certify that the plan or plans to which this certificate is affixed or attached is in compliance with the Minimum Standards for Land Surveying in the State of Minnesota.
Date: 3/29/12 Reg. No. 25000

Issued
No. Date Description

GRADING & EROSION CONTROL PLAN
BONCARD RESIDENCE
10130 ADAM AVENUE
CITY OF INVER GROVE HEIGHTS

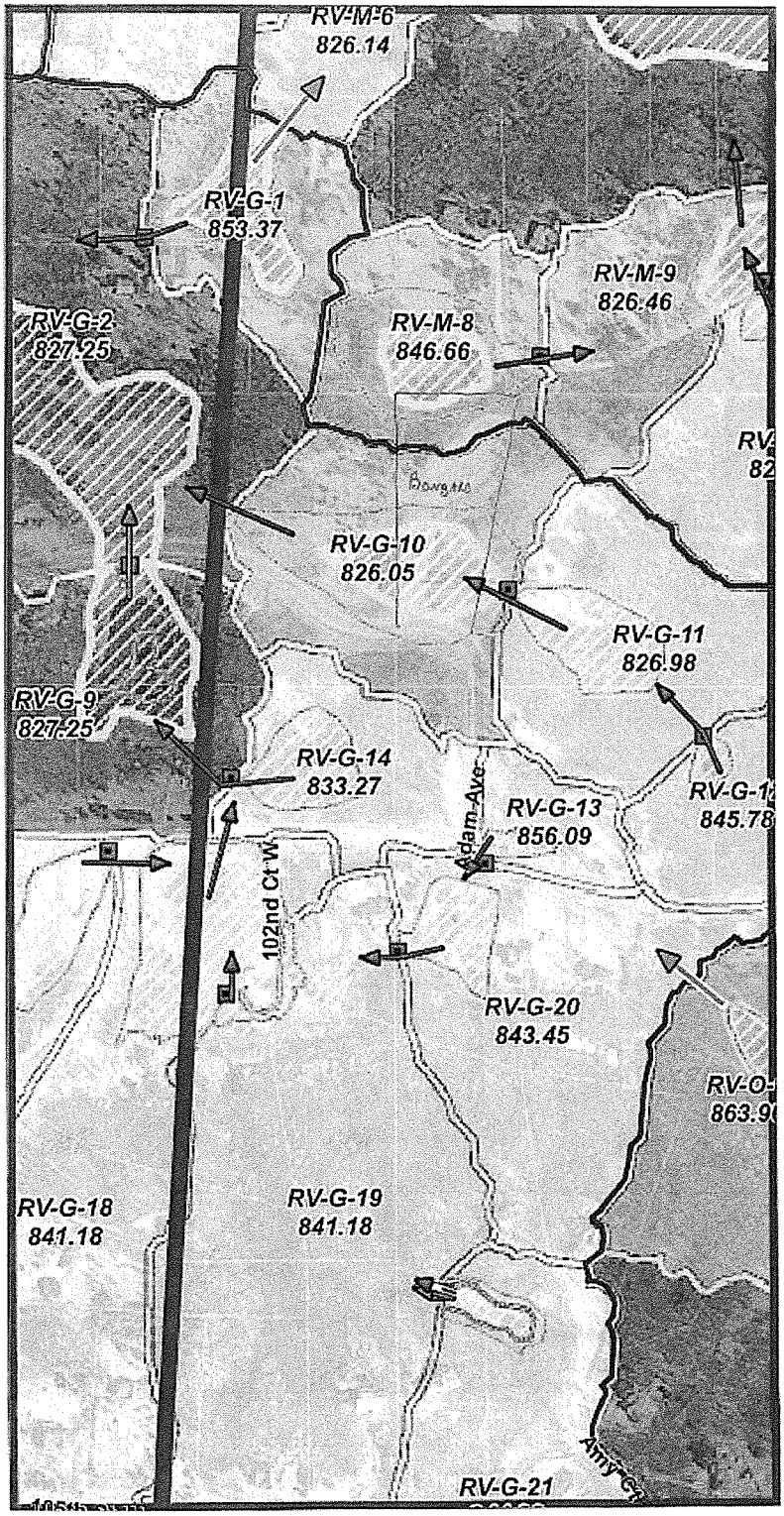
SHEET NUMBER
C1

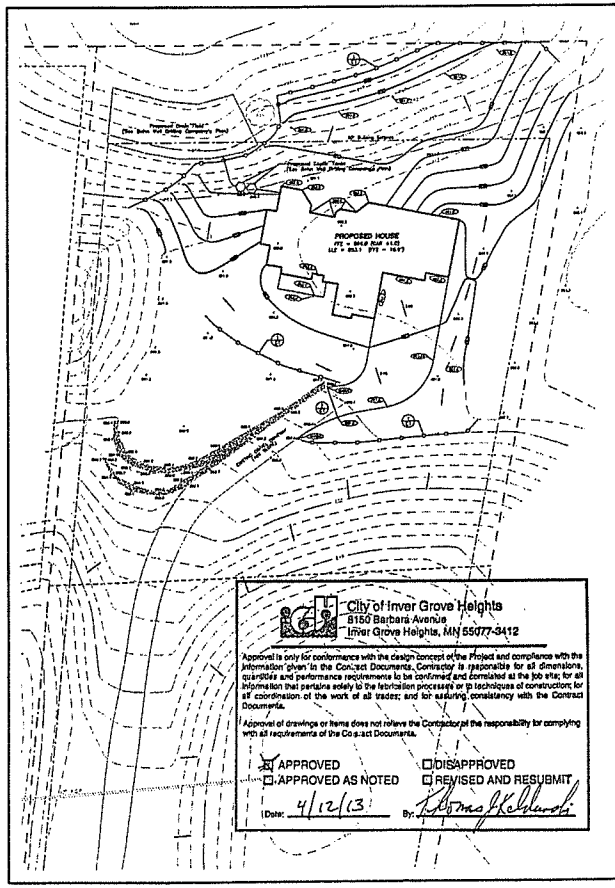
APPENDIX 2
IMPROVEMENTS

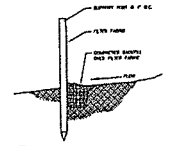
The items checked with an "X" below are the Improvements.

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

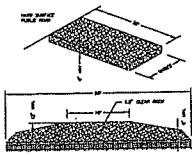
APPENDIX 3
DEPICTIONS OF
BASIN RV-G-10 AND BASIN RV-M-8


RV-M-6
826.14
RV-G-1
853.37
RV-M-9
826.46
RV-G-2
827.25
RV-M-8
846.66
RV-G-10
826.05
RV-G-11
826.98
RV-G-9
827.25
RV-G-14
833.27
RV-G-13
856.09
Adam Ave
102nd Ct W
RV-G-20
843.45
RV-G-18
841.18
RV-G-19
841.18
RV-G-21





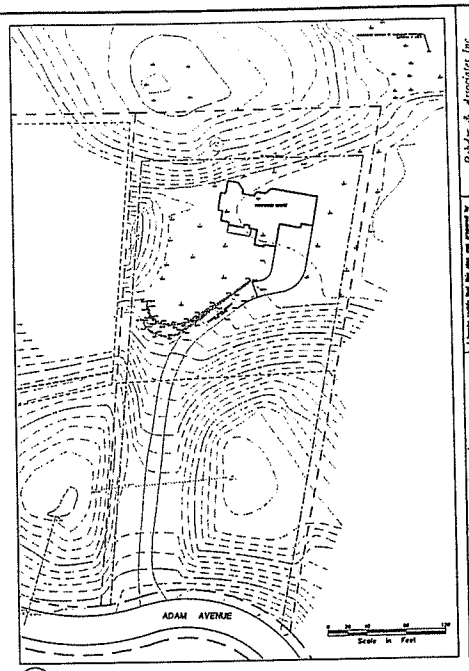
1 C1 SILT FENCE
NO SCALE



2 C1 ROCK CONSTRUCTION ENTRANCE
NO SCALE

LOT AREA = 2.64 ACRES
DISTURBED AREA = 0.7 ACRES
CUT = 2,500 C.Y.
FILL = 200 C.Y.

PROGRESS PRINT
4-11-13



C1 OVERALL SITE

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and correlated at the job site; for all information that pertains solely to the fabrication processes or to techniques of construction; for all coordination of the work of all trades; and for assuring consistency with the Contract Documents.

Approval of drawings or items does not relieve the Contractor of the responsibility for complying with all requirements of the Contract Documents.

☒ APPROVED ☐ DISAPPROVED
☐ APPROVED AS NOTED ☐ REVISED AND RESUBMIT

Date: 4/12/13 By: Thomas J. Kelly

GRADING NOTES

BBB – All elevations shown are to final surfaces.
– Retaining walls over 4' high must be designed by a licensed engineer and approved by the City.
– Turf establishment: seed shall be MNDOT Mixture 270 @ 100 lbs/acre, fertilizer shall be 19-19-19 (50%) commercial grade, and mulch shall be MNDOT Type 1 or provide fresh, green, chemically neutral hay not less than 2 years old with a uniform thickness of not less than 2 inches and free of weeds.

EROSION CONTROL NOTES

① – All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
② – Sweep paved public streets as necessary where construction sediment has been deposited.
③ – Earth area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
④ – Temporary and stockpile sheet fence silt fence around them and mound be placed in suitable locations, including storm water conveyances such as curb and gutter systems, or ditches and drains.
⑤ – Excess concrete/mortar from concrete trucks shall be disposed of in portable washout concrete bath or disposed of in a contained area.

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- 960 PROPOSED CONTOUR
- 962.5 PROPOSED ELEVATION
- 21 EXISTING STORM SEWER
- 960 EXISTING CONTOUR
- + 955.50 EXISTING ELEVATION

N

Scale in Feet

Issued
BY: DATE

Rohder & Associates, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
PROJECT NO. 12-1-12-0-11 DRAWING NO. 12-0-11-1.DWG

Date: 3-5-13
Reg. No. 23025

GRADING & EROSION CONTROL PLAN
BOGARD RESIDENCE
10130 ADAM AVENUE
CITY OF INVER GROVE HEIGHTS

SHEET NUMBER
C1

RELEASE AND INDEMNIFICATION AGREEMENT RELATING TO

LOT 19, BLOCK 1, FOREST RIDGE,

IN THE CITY OF INVER GROVE HEIGHTS,

DAKOTA COUNTY, MINNESOTA

RELEASE AND INDEMNIFICATION AGREEMENT RELATING TO LOT 19, BLOCK 1, FOREST RIDGE, IN THE CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT (Agreement) is made this 22nd day of April, 2013, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Derek Bongard and Katherine Bongard, husband and wife, (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 Subject Lot. "Subject Lot" means Lot 19, Block 1, Forest Ridge, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota. The Subject Lot is located in the City of Inver Grove Heights, Dakota County, Minnesota.

1.4 Landowner. "Landowner" means Derek Bongard and Katherine Bongard, husband and wife, and their assigns and successors in interest with respect to the Subject Lot.

1.5 Indemnified Parties. "Indemnified Parties" means individually and collectively the City, its successors and assigns, and the agents, consultants, employees, engineers, attorneys and representatives of the City.

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Lot located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2. On the Subject Lot, the Landowner intends to build a home.

Recital No. 3. The minimum floor elevation of the home will be at an elevation of 853.1.

The Subject Lot is a land locked basin and the regulatory flood level is five (5) feet above the 100 Year Ten Day Snow Melt Event. A Barr Engineering report (on file with the City) has

established this regulatory flood level at 851.7, which is five (5) feet above the 100 Year Ten Day Snow Melt Event of elevation 846.7.

Recital No. 4. The City has informed the Landowner that the natural overflow for this land locked basin is at an elevation of 857.5.

Recital No. 5. The City has recommended to Landowner that Landowner consider flood protection measures to address the situation where the minimum floor elevation of 853.1 is less than the elevation of 857.5 for the natural overflow.

Recital No. 6. The Landowner has chosen to not follow the City's recommendation.

Recital No. 7. As a condition precedent to approval of the site plan for the home, the City has requested this Agreement. The Landowner acknowledges sufficient consideration for this Agreement. Upon execution of this Agreement the City will approve the site plan for the home, subject to the conditions and terms set forth in the Custom Grading Agreement between the parties of even date herewith.

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

ARTICLE 3
AGREEMENTS

3.1 Release. Landowner hereby releases and discharges forever the Indemnified Parties from all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies including interest, penalties and attorneys fees that may result from, relate to or arise out of the location and construction of the home and other structures on the Subject Lot at an elevation less than the natural overflow elevation for the land locked basin on the Subject Lot.

3.2 Indemnification. Landowner shall indemnify, defend and hold the Indemnified Parties harmless against and in respect to any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies including interest, penalties and attorneys fees that may result from, relate to or arise out of the location and construction of the home and other structures on the Subject Lot at an elevation less than the natural overflow elevation for the land locked basin on the Subject Lot.

3.3 Waiver. Landowner hereby forever waives all claims, demands and liabilities against the Indemnified Parties for losses and damages that may result from, relate to or arise out of the location and construction of the home and other structures on the Subject Lot at an elevation less than the natural overflow elevation for the land locked basin on the Subject Lot.

ARTICLE 4

APPROVAL OF SITE PLAN

4.1 **Approval of Site Plan.** Upon execution of this Agreement the City will approve the site plan for the home, subject to the conditions and terms set forth in the Custom Grading Agreement between the parties of even date herewith.

ARTICLE 5
MISCELLANEOUS

5.1 **Recording.** The Landowner shall record this Agreement with the Dakota County Recorder against the Subject Lot and within 30 days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

5.2 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Lot 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.

5.3 **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.

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

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

5.6 **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.

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:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of April, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

Derek Bongard

Katherine Bongard

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2013, before me a Notary Public within and for said County, personally appeared Derek Bongard and Katherine Bongard, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Notary Public

LISA McINTYRE
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2016

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

L:\CLIENTS\810\81000\10000\Documents\Release and Indemnification Agreement (Bongard) 4-5-13.doc

AGENDA ITEM 4G

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving and Ratifying the Submittal of a Grant Application for a TMDL Storm Water Grant with Minnesota Pollution Control Agency (MPCA) for City Project 2011-02 – Concord Bioretention Basin at 78th Street

Meeting Date:	April 22, 2013
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 SDT

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: MPCA TMDL Grants, Storm Water Utility Funds

PURPOSE/ACTION REQUESTED

Consider resolution approving and ratifying the submittal of a grant application for a Total Maximum Daily Load (TMDL) storm water grant with MPCA for City Project No. 2011-02 – Concord Bioretention Basin at 78th Street.

SUMMARY

The City Engineering Staff has been working with the MPCA to apply for a 50 percent grant for City Project No. 2011-02 – Concord Bioretention Basin at 78th Street.

The City applied for the TMDL grant by submitting a Storm Water application to be placed on the Project Priority List (PPL). This funding is available from the MPCA as outlined in the attached March 21, 2013 request. These funds would be utilized to construct a storm water NURP basin and improve infiltration on City Project No. 2011-02 – Concord Bioretention Basin at 78th Street.

The City will be providing matching funding for the TMDL program utilizing the City's storm water utility fund and in-kind engineering and project management services. The preliminary estimate for this project is $324,100 (see attached). A plan showing the project is attached for reference. Discussions with the MPCA have encouraged the City of Inver Grove Heights to apply for this $16 million dollar pool of funds.

The MPCA staff believes this project is a prime candidate for funding consideration in the 2013 construction season. Authorizing the submittal of an application will place this project on the MPCA's PPL to determine eligibility for the grant.

The City Engineer recommends adoption of the resolution approving and ratifying the submittal of a grant application for the Storm Water TMDL Grant Program for City Project No. 2011-02 – Concord Bioretention Basin at 78th Street.

TJK/kf

Attachment: Resolution
MPCA solicitation and short list
PPL – storm water application
Cost estimate
Project map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION APPROVING AND RATIFYING THE SUBMITTAL OF A GRANT APPLICATION TO THE MPCA FOR THE TMDL STORM WATER FINANCIAL ASSITANCE PROGRAM ON CITY PROJECT NO. 2011-02 – CONCORD BIORETENTION BASIN AT 78TH STREET

RESOLUTION NO. _____

WHEREAS, as part of the City's 2013 Improvement Program, City Project No. 2011-02 – Concord Bioretention Basin at 78th Street has been identified for construction starting in 2013; and

WHEREAS, in order to improve water quality the City Council has authorized the development of storm water facilities with the construction project; and

WHEREAS, based on the storm water financial assistance solicitation received from the MPCA the City can submit an application for a 50 percent grant from their TMDL Storm Water Financing Program as outlined in the Council packet.

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

1. The City Council approves and ratifies the staff submission and an application seeking a 50 percent TMDL Storm Water Financial Assistance Grant from the MPCA for green infrastructure storm water facilities for City Project No. 2011-02 – Concord Bioretention Basin at 78th Street.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd of April 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

Project Priority List (PPL)

Stormwater Application

1. **Applicant name:** City of Inver Grove Heights, MN
   Project area: City Project 2011-02 Concord Blvd Treatment Basin @ 78th St
   Town/city: Inver Grove Heights
   Population: 34,000
   County: Dakota
2. **Contact person:** Thomas J. Kaldunski P.E.
   Address: 8150 Barbara Ave
   Phone: 651-450-2572 Fax:
   E-mail: tkaldunski@invergroveheights.org
3. **Project consultants/Firm name (if applicable):**
   Contact name:
   Address:
   Phone: Fax:
   E-mail:

4. Need or problem project addresses:	Yes/No	Short description
a. A water quality need?	☒ Yes ☐ No	Improve Infiltration, Sediment Collection in NURP
b. A water quantity need?	☐ Yes ☒ No	Will Assist but Storm Sewer is Adequate
c. Permanent stormwater treatment structures?	☒ Yes ☐ No	NURP Basin, Potential Iron Filter
d. Permanent infiltration techniques?	☒ Yes ☐ No	Sandy Soils on site
e. Treatment structure designs based on accepted engineering practices?	☒ Yes ☐ No	NURP Basin

5. **Please indicate if this project may be a Green Project Reserve (GPR) which are stormwater projects that are either categorical or non-categorical and have components or the entire project is applying to be determined GPR eligible.**

The U.S. Environmental Protection Agency (EPA) provided a guidance document listing examples of projects that will qualify for Green Project Reserve dollars. Below is a list of those examples. If the proposed project matches one or more of the examples, check the box next to the example that describes the project. For more information, see *CW Green Guidance* at http://www.pca.state.mn.us/water/wastewater-financial.html.

Categorical eligible project types

☐ 1. **Water Efficiency**
- ☐ a. Installation of water meters (applies only to drinking water distribution systems – contact the Minnesota Department of Health)
- ☐ b. Retrofit or replacement of water using fixtures, fittings, equipment or appliances
- ☐ c. Efficient landscape or agricultural irrigation equipment
- ☐ d. Systems to recycle gray water
- ☐ e. Reclamation, recycling, and reuse of existing rainwater, condensate, degraded water, stormwater, and/or wastewater streams.
- ☐ f. Collection system leak detection equipment
- ☐ g. Development and initial distribution of public education materials

☐ 2. **Energy Efficiency**
- ☐ a. Energy efficient retrofits and upgrades to pumps and treatment processes
- ☐ b. Leak detection equipment for treatment works
- ☐ c. Producing clean power for 212 treatment works on site (wind, solar, hydroelectric, geothermal, biogas powered combined heat and power)
- ☐ d. Pro-rata share of capital costs for offsite publicly owned clean energy facilities that provide power to a treatment works.

☐ **3. Green Infrastructure**

- ☐ a. Implementation of comprehensive street tree or urban forestry programs, including expansion of tree box sizes to manage additional stormwater and enhance tree health.
- ☐ b. Implementation of green streets (combinations of green infrastructure practices in transportation rights-of-ways), for either new development, redevelopment or retrofits
- ☐ c. Implementation of water harvesting and reuse programs or projects, where consistent with state and local laws and policies.
- ☒ d. Implementation of wet weather management systems for parking areas which include: the incremental cost of porous pavement, bioretention, trees, green roofs, and other practices that mimic natural hydrology and reduce effective imperviousness at one or more scales.
- ☒ e. Establishment and restoration of riparian buffers, floodplains, wetlands and other natural features.
- ☐ f. Downspout disconnection to remove stormwater from combined sewers and storm sewers.
- ☐ g. Comprehensive retrofit programs designed to keep wet weather out of all types of sewer systems using green infrastructure technologies and approaches.

☐ **4. Environmentally Innovative Projects**

- ☐ a. Green Infrastructure/Low Impact development stormwater projects
- ☐ b. Decentralized wastewater treatment and/or reuse projects that reduce energy consumption, recharge aquifers and reduce water withdrawals and treatment costs
- ☒ c. Projects that employ development and redevelopment practices that preserve or restore site hydrologic processes through sustainable landscaping and site design.
- ☐ d. Projects that use water balance approaches (water budgets) at the project, local or state level that preserve site, local or regional hydrology. Such an effort could pilot and show-case efforts to plan and manage in a concerted manner, surface and groundwater withdrawals, stream base flow (aquatic species protection), wetland and floodplain storage, groundwater recharge and regional or local reuse and harvesting strategies using a quantified methodology.
- ☐ e. Projects that demonstrate the energy savings and climate change implications of sustainable site design practices and the use of green infrastructure such as green roofs, increased tree canopy, reduced water consumption and potable water use due to sustainable site designs, rainwater harvesting and reuse and reductions in hard or infrastructure needed to manage stormwater and Combined Sewers Overflow (CSOs).
- ☐ f. Projects that demonstrate the differential uses of water based on the level of treatment and potential uses as a means to reducing the costs of treating all water to potable water standards.
- ☒ g. Projects that identify and quantify the benefits of using integrated water resources management approaches.

☐ **5. Non-categorical (describe)**

_____

_____

6. **Selected project and cost estimates (if known):** City Project 2011-02 Concord Blvd Basin @ 78th ST - $324,000

7. **Current project status:** Preliminary Plan Available, Site Purchased, Soil borings complete

8. **Desired construction start date, if financing is available (month/year):** Aug 2013

Note: **Required attachments for storm sewered area projects.** A map of the project service area which has an identifiable scale, identifies all the existing and proposed structures with stormwater design flows and receiving waters.

On behalf of an eligible project as their authorized authority, I hereby submit this application for placement on the PPL:

Print Authorized Representaive Name: Thomas J. Kalounski, P.E. Signature: Thomas J Kalounski

Title: City Engineer Date: 4/15/2013

For more information, contact:

Bill Dunn, Clean Water Revolving Fund Coordinator at 651-757-2324 or bill.dunn@state.mn.us

www.pca.state.mn.us/water/wastewater-financial.html

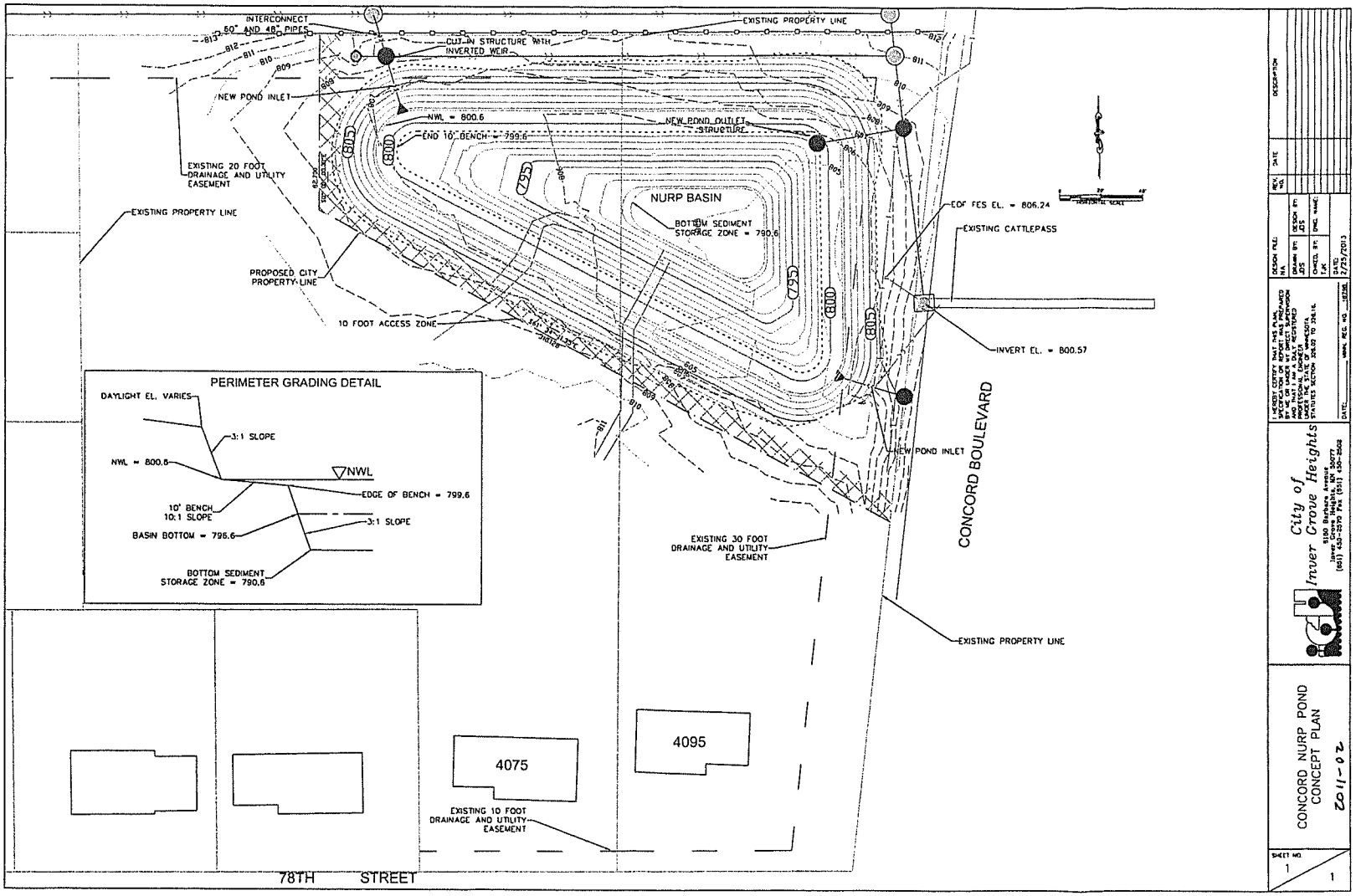
PREPARED BY: JDS

AUGUST 30, 2011

TABLE 1
CONCORD NURP POND
ENGINEER'S ESTIMATE

ITEM NO.	MN/DOT NO.	ITEM	UNIT	ESTIMATED QUANTITY		UNIT PRICE		TOTAL AMOUNT
	2021.501	MOBILIZATION	LS	1.00	$	10,000.00	$	10,000.00
	2101.501	CLEARING	ACRE	1.00	$	15,000.00	$	15,000.00
	2101.506	GRUBBING	ACRE	1.00	$	30,000.00	$	30,000.00
	2104.602	REMOVE EXISTING FES AND PIPE S OF CATTLE PASS	EA	1.00	$	1,000.00	$	1,000.00
	2105.501	COMMON EXCAVATION (P)	CY	8000.00	$	15.00	$	120,000.00
	2105.526	SELECT TOPSOIL BORROW (LV)	CY	250	$	20.00	$	5,000.00
	2211.501	AGGREGATE BASE CLASS 5	TON	50	$	15.00	$	750.00
	2501.602	RC PIPE APRON AND TRASH GUARD	EA	2.00	$	1,500.00	$	3,000.00
	2503.601	RC PIPE SEWER DESIGN 3006 CLASS III	LF	125.00	$	70.00	$	8,750.00
	2506.602	STORM SEWER MANHOLE (CUT IN)	EA	3.00	$	5,000.00	$	15,000.00
	2506.602	CONSTRUCT DRAINAGE STRUCTURE TYPE OUTLET CONTROL	EA	1.00	$	6,000.00	$	6,000.00
	2573.540	FILTER LOG, TYPE COMPOST	LF	1500.00	$	3.00	$	4,500.00
	2573.550	EROSION CONTROL SUPERVISOR	EA	1.00	$	1,000.00	$	1,000.00
	2575.605	NATIVE SEED MIX	LB	100.00	$	35.00	$	3,500.00
	2575.525	EROSION STABILIZATION MAT	SY	100.00	$	15.00	$	1,500.00
	2575.604	TERRASEEDING WITH NATIVE MIX	SY	100.00	$	3.00	$	300.00
	SPECIAL	SHRUBBERY ON SLOPES	LS	1.00	$	5,000.00	$	5,000.00
	SPECIAL	3 YEAR MAINTENANCE	LS	1	$	3,000.00	$	3,000.00
	SPECIAL	WATER USAGE ALLOWANCE	LS	1	$	1,500.00	$	1,500.00
						Total:	**$**	**234,800.00**

TOTAL CONSTRUCTION COST:	**$**	**234,800.00**
10% CONSTRUCTION CONTINGENCY:	**$**	**23,480.00**
28% LEAF:	**$**	**65,744.00**
TOTAL PROJECT COST:	**$**	**324,024.00**



Z:\PublicWorks\Engineering\PROJECTS_PUBLIC\2011_PROJECTS\2011-02_ConcordBioretentionBasin\CAD\Designs\ConcordPondAll3.dwg

City of Inver Grove Heights
5150 Blackhawk Road
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2568

CONCORD NURP POND
CONCEPT PLAN
2011-02

SHEET NO. 1 / 1

DESIGN FILE: N/A
DRAWN BY: JCS
DESIGN BY: JCS
CHECKED BY: N/A
DWG. NAME:
DATE: 2/25/2013

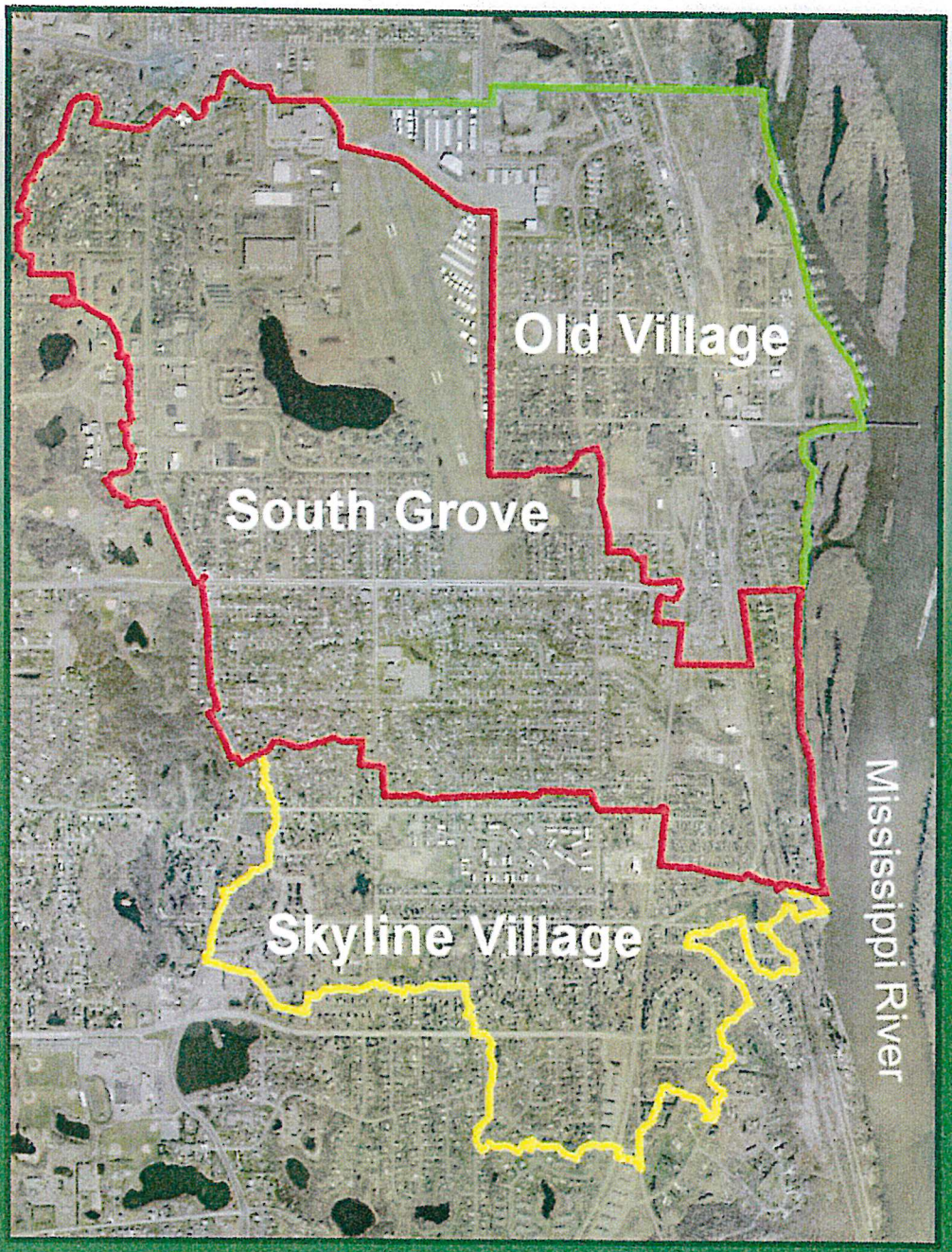
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA STATUTES SECTION 326.02 TO 326.15.

DATE: _____ NAME, REG. NO. _____

REV. NO.	DATE	DESCRIPTION

City of Inver Grove Heights Pollutant Load Analyses

South Grove Subwatershed • Skyline Village Subwatershed • Old Village Subwatershed



Revised June 6, 2011

Prepared by:
Dakota County Soil and Water Conservation District
2100 220th Street West Suite 102 • Farmington, MN 55085
Phone 651-480-7777 www.dakotaswcd.org

With assistance from:
The Metro Conservation Districts
Landscape Restoration Program
www.metrocd.org

About Pollutant Load Analysis

This report applies Pollutant Load Analysis as a planning tool that rapidly evaluates high priority subwatersheds of variable scales and land-uses to estimate pollutant loads to guide recommendations for optimal stormwater treatments. The analysis method adapts protocol from the Center for Watershed Protection's *Urban Stormwater Retrofit Practices,* Manuals 2 and 3 (Schueler, 2005, 2007) to include locally relevant guidance provided by the Minnesota Pollution Control Agency's *Minnesota Stormwater Manual, 2005.*

The general analysis process involves collecting and routing existing Graphical Information System (GIS) land use data, topographic, infrastructure and soil survey information through a WinSlamm V 9.4.0 pollutant load model to highlight areas where source control and treatment efforts should be focused. The interpreted model results are used to generate recommendations that match desired pollutant reductions to cost effective Best Management Practices (BMPs). Local stormwater authorities can apply this information to enable more effective stormwater planning to retrofit existing stormwater infrastructure or to provide quality and volume treatments where none currently exists. The information from this analysis is most effective when used as part of a comprehensive watershed restoration plan that includes educational outreach, stream repair, riparian zone management, discharge prevention, upland native plant community restoration, and pollutant source control.

<u>Special Notes:</u>

1. The pollutant source load model enables relative comparisons to be made between subwatersheds and catchments based on input data generated through desktop analysis for planning purposes only. The input data is based on standardized land use files that approximate general surface cover characteristics and hydrologic conditions associated with various zoning districts and therefore the model predicted loads should not be construed to represent actual pollutant loads nor compared with the results of other models.

2. The number, type and location of BMPs shown in this report are conceptual planning purposes only and represent practices typical of voluntary conservation in an urban land use setting. More detailed BMP planning to determine engineering feasibility, regulatory compliance and/or landowner contacts are beyond the intended scope of this type of report.

3. The BMPs cost values provided in this report are based on available cost data for similar completed practices and are subject to revision without notice. The cost values are intended to be used for relative comparisons between practices for informational purposes only. For financial planning purposes, professional judgment should be applied to the BMP cost values to consider site specific conditions, design variations and other factors affecting costs that are beyond the intended scope of this type of report.

Executive Summary

The City of Inver Grove Heights requested technical assistance from the Dakota County Soil and Water Conservation District (SWCD) to complete pollutant source load analyses for the South Grove Subwatershed (1,015 acres), Skyline Village Subwatershed (427 acres), and Old Village Subwatershed (511 acres) for a total of 1,953 acres. These subwatersheds were selected because they contain urbanized areas that were developed prior to stormwater quality requirements and discharge untreated runoff into the Mississippi River under their current conditions. The analyses estimated each subwatershed's current pollutant loads and evaluated potential locations for retrofit Best Management Practices (BMPs). The recommendations will be used to strategically incorporate retrofit BMPs into the planned improvement projects as well as form the basis for future cost share funding requests from federal, state and local agencies.

The modeling results indicated the overall estimated annual load per acre for volume, total suspended solids (TSS), and total phosphorus (TP) were similar between the three subwatersheds with Skyline Village being slightly higher, followed by South Grove, then Old Village. The estimated catchment loads within each subwatershed were also comparable to each other due to fairly uniform distribution of land uses and hydrological soil groups. Efforts to prioritize potential retrofit locations based numerical model results was inconclusive since on an annual load per acre basis, none of the areas modeled stood out as contributing substantially more pollutant load than the others. However it was clear in all catchments that water quality could be improved if stormwater retrofits were installed to reduce their loads.

Therefore, to prioritize efforts, more detailed evaluation was given for the retrofit of the catchment areas where the City of Inver Grove Heights indicated match funding would be available to secure future cost share grants if awarded.

The analysis process produced the following five recommendations:

1. In South Grove Catchment SG-C4, a stormwater retrofit is recommended for an undeveloped right of way area near the intersection of 69th Street and Craig Court. Modeling indicated a 1,350-sf bioretention cell could provide water quality treatment for 2.44 acres of upland drainage area to reduce annual pollutant loads for TSS by 920-lbs, TP by 2.28-lbs, and volume by 1.06 acre-feet at a cost of approximately $24,300. In terms of TP, this equates to an 88 percent reduction for the treated drainage area at a cost of $355 per pound of TP over a service life of 30 years.
2. In South Grove Catchment SG-C4, a stormwater retrofit is recommended for the South Grove VI residential neighborhood. Modeling indicated 22 street side raingardens could provide water quality treatment for 14.66 acres of upland drainage area to reduce the annual pollutant loads for TSS by 3,106-lbs, TP by 7.5-lbs, and volume by 3.4 acre-feet at a cost of approximately $100,500. In terms of TP, this equates to an 80 percent reduction for the treated drainage area at a cost of $447 per pound of TP over a service life of 30 years.

Combined, installing the BMPs in recommendations one and two could reduce the current TP annual load from South Grove Catchment SG-C4 from 283.7-lbs to 273.9-lbs (approximately 3 percent) for an estimated cost of $124,800.

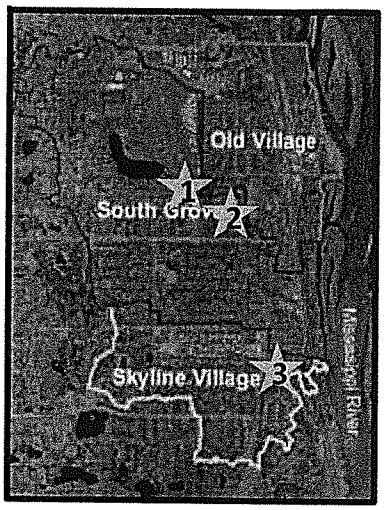
Executive Summary (continued)

3. In Skyline Village Catchment SKY-C3, a stormwater retrofit is recommended for an undeveloped area near the intersection of 78th Street and Concord Boulevard. Modeling indicated a wet sediment pond could provide water quality treatment for 25 acres of upland drainage area to reduce annual pollutant loads for TSS by 3,376-lbs, TP by 9.4-lbs, and volume by 0.0 acre-feet at a cost of approximately $373,000. In terms of TP, this equates to an 47 percent reduction for the treated drainage area at a cost of $1,230 per pound of TP over a service life of 30 years.

Installing the BMP in recommendation three could reduce the current TP annual load from Skyline Village Catchment SKY-C3 from 75.5-lbs to 66.1-lbs (approximately 12 percent) for an estimated cost of $373,000.

4. In the Skyline Village Subwatershed, many of the existing streets are planned to be reconstructed or resurfaced between 2012 and 2017. It is recommended that more detailed evaluation begin in 2012 to develop specific cost-benefit recommendations for retrofit BMPs with each future project.

5. In the Old Village Subwatershed, many of the existing streets are planned to be reconstructed or resurfaced between 2012 and 2017. It is recommended that more detailed evaluation begin in 2012 to develop specific cost-benefit recommendations for retrofit BMPs with each future project.



Recommended Retrofits Locations
1. 69th and Craig Court
2. South Grove VI
3. 78th and Concord Boulevard

The Metro Conservation District (MCD) provided recommendations for additional retrofit BMP options that could reduce TP by 10 to 20 percent in ten catchment areas. (See Page 20)

Catchment	Qty of New BMPs	Retrofitted Network TP Reduction (%)	Retrofit Performance and Value					
			TP Treated (lb/yr)	TSS Treated (lbs/yr)	Volume Reduced (ac-ft/yr)	Overall Est. Cost	O&M Term (years)	Total Est. Term Cost/lbTP/yr
OV-C1	78	10	27.4	13,160	23.2	$302,560	30	$595
SG-C1	20	20	6.9	3,331	6.1	$74,120	30	$580
SG-C2	89	10	29.0	14,882	27.1	$352,475	30	$656
SG-C3	12	20	3.1	1,321	2.3	$45,200	30	$766
SG-C4	70	10	28.1	13,448	25.1	$300,045	30	$543
SKY-C1	26	10	7.9	3,885	8.1	$38,220	30	$654
SKY-C2	10	10	2.9	2,288	3.2	$37,970	30	$686
SKY-C3	16	10	4.9	2,238	4.4	$59,660	30	$657
SKY-C4	25	10	8.9	3,994	7.7	$92,195	30	$558
SKY-C5	12	10	4.1	1,861	3.6	$45,200	30	$583
TOTALS:	358		123.2	60,408	110.8	$1,347,645		

Figure 1. Metro Conservation District Catchment Retrofit Summary

Recommendation Number 3: Retrofit Near 78th St and Concord Boulevard

In Skyline Village Catchment SKY-C3, a stormwater retrofit is recommended for an undeveloped area near the intersection of 78th Street and Concord Boulevard. Modeling indicated the optimum water quality BMP to be a wet sediment pond designed in accordance with the *Minnesota Stormwater Manual* (MPCA. 2005). A wet pond with at least 1.0 acre-feet of permanent storage at this location could provide water quality treatment for 25 acres of upland drainage area to reduce annual pollutant loads for TSS by 3,376-lbs, TP by 9.4-lbs, and volume by 0.0 acre-feet at a cost of approximately $373,000. In terms of TP, this equates to an 47 percent reduction for the treated drainage area at a cost of $1,230 per pound of TP over a service life of 30 years. Adding a pretreatment forebay to the wet pond design is recommended due to the high sediment loads anticipated at this location.

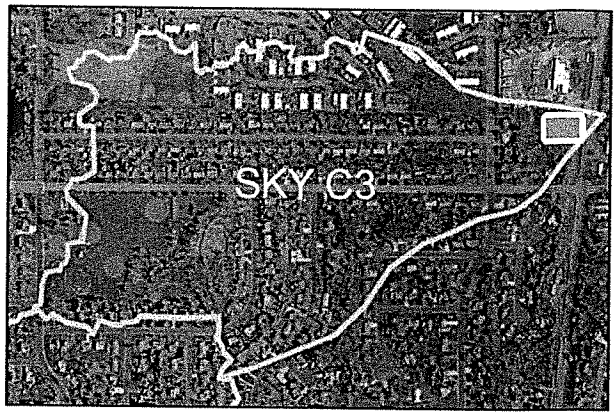


Figure 23. Location of potential retrofit at 78th and Concord (green box)

Figure 24. Example wet sediment basin

Also evaluated for this location was an infiltration basin. Modeling indicated a 12,000 square foot infiltration basin could provide water quality treatment for 10 acres of upland drainage area to reduce the annual pollutant loads for TSS by 2,803-lbs, TP by 7.4-lbs, and volume by 4.9 acre-feet at a cost of approximately $347,000. In terms of TP, this equates to a 93 percent reduction for the treated drainage area at a cost of $1,562 per pound of TP over a service life of 30 years.

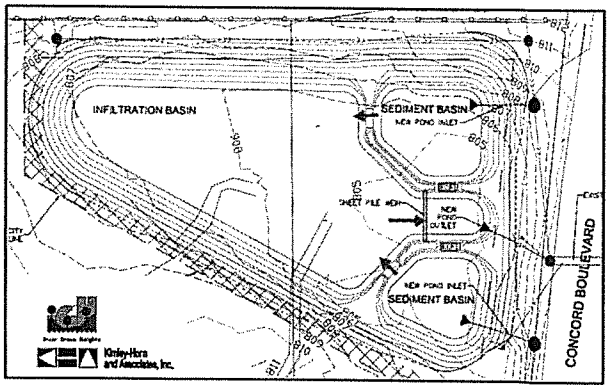


Figure 25. Concept Plan for an infiltration basin

The potential contributing drainage area to this location exceeds the design capacity of either the wet pond or the infiltration basin sized to fit within the available area. Off-line designs with a high flow bypasses are recommended for either BMP design.

Excess runoff beyond that designed for the BMP should not be routed through the system because of the potential for hydraulic and particulate over-loading, both of which will adversely impact the life and operation of the BMP. (MPCA 2005)

Tom Kaldunski

From: Innes, Alister (MPCA) [alister.innes@state.mn.us]
Sent: Tuesday, March 26, 2013 9:07 AM
To: 'merton.auger@ci.buffalo.mn.us'; 'areeves@ci.cannon-falls.mn.us'; 'dlarson@centervillemn.com'; 'jkeinath@ci.circle-pines.mn.us'; 'rellis@edenprairie.org'; 'RBintner@EdinaMN.gov'; 'bart.fischer@falconheights.org'; 'tburt@goldenvalleymn.gov'; Tom Kaldunski; 'joel.hanson@ci.little-canada.mn.us'; 'michael.thompson@ci.maplewood.mn.us'; 'kmcdonald@ci.new-hope.mn.us'; 'fboyles@cityofpriorlake.com'; 'dwight.johnson@ci.rosemount.mn.us'; 'bill.malinen@ci.roseville.mn.us'; 'gurban@cityvadnaisheights.com'; 'msather@whitebearlake.org'; 'sarntz@waconia.org'; 'jschaum@shoreviewmn.gov'; 'Jen@ci.oakdale.mn.us'; 'jpaulson@ci.hutchinson.mn.us'; 'daniel.huff@ci.minneapolis.mn.us'; 'msaam@cityofwsp.org'; 'rhaug@ElkRiverMN.gov'; 'scott.johnson@ci.medina.mn.us'; 'bjoynes@ci.shorewood.mn.us'; 'shelley@cityofwoodlandmn.org'
Cc: Dunn, Bill (MPCA); 'Johnson, Craig'
Subject: RE: Funding possibility

Quick follow-up:
It was suggested that our list of the 18 coal tar sealcoat ban cities with a TMDL Waste Load Allocation might be helpful, so here it is:

Circle Pines
Eden Prairie
Edina
Falcon Heights
Golden Valley
Inver Grove Heights
Maplewood
Medina
Minneapolis
New Hope
Oakdale
Prior Lake
Rosemount
Roseville
Shorewood
Vadnais Heights
Waconia
White Bear Lake

From: Innes, Alister (MPCA)
Sent: Thursday, March 21, 2013 12:26 PM
To: merton.auger@ci.buffalo.mn.us; areeves@ci.cannon-falls.mn.us; dlarson@centervillemn.com; jkeinath@ci.circle-pines.mn.us; rellis@edenprairie.org; RBintner@EdinaMN.gov; bart.fischer@falconheights.org; tburt@goldenvalleymn.gov; tkaldunski@invergroveheights.org; joel.hanson@ci.little-canada.mn.us; michael.thompson@ci.maplewood.mn.us; kmcdonald@ci.new-hope.mn.us; fboyles@cityofpriorlake.com; dwight.johnson@ci.rosemount.mn.us; bill.malinen@ci.roseville.mn.us; gurban@cityvadnaisheights.com; msather@whitebearlake.org; sarntz@waconia.org; jschaum@shoreviewmn.gov; Jen@ci.oakdale.mn.us; jpaulson@ci.hutchinson.mn.us; daniel.huff@ci.minneapolis.mn.us; msaam@cityofwsp.org; rhaug@ElkRiverMN.gov; scott.johnson@ci.medina.mn.us; bjoynes@ci.shorewood.mn.us; shelley@cityofwoodlandmn.org
Cc: Dunn, Bill (MPCA); Johnson, Craig
Subject: Funding possibility

Good afternoon everyone –

I wanted to let you know that, if your city is an MS4 with a Waste Load Allocation connected to an approved Total Maximum Daily Load study/plan, there may be a possibility of using available TMDL grant money to address contaminated sediments.

It appears that 18 of the 28 cities with coal tar sealcoat bans in place currently fit these criteria, and there are an additional 105 MS4 communities with Waste Load Allocations in place who would also be eligible.

This grant program is not focused on PAHs or coal tar sealcoat, and it covers wastewater projects and other types of stormwater projects in addition to pond clean-out. If your stormwater ponds have lost holding capacity or settling function due to sedimentation and this is impacting your ability to meet a phosphorus or total suspended solids Waste Load Allocation, however, then a grant from this program could help you meet the Waste Load Allocation AND clean up high-cost PAH/metals-contaminated sediment.

If you don't yet have a Waste Load Allocation, this is an annual offering so you could use it in the future.

More information on the program is available at the MPCA web page Wastewater and stormwater financial assistance at http://www.pca.state.mn.us/tchyb21. If you scroll down to the Project Priority List area, you can get a better idea of the program BUT don't be put off by the now-passed deadlines in the table.

INSTEAD, call my colleague Bill Dunn to talk about any ready-to-go (under way in 2013-2014) projects which could still find their way onto the list. His contact information is there, but in case you can't get access to the web, here it is as well: bill.dunn@state.mn.us or 651-757-2324 (office), 651-402-1639 (mobile).

Bill tells me that applicants can request up to $3 million.

Thanks for your time.

Al

Minnesota Pollution Control Agency
Resource Management and Assistance Division
651-757-2457
Great Lakes Coal Tar Sealcoat PAH Reduction Project
Green Chemistry and Design
Pollution Prevention

AGENDA ITEM 4H

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving and Ratifying the Submittal of a Grant Application for a TMDL Storm Water Grant with Minnesota Pollution Control Agency (MPCA) for City Project 2011-15 – Orchard Trail Storm Water Improvements

Meeting Date:	April 22, 2013
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
X	Other: MPCA TMDL Grant, Storm Water Utility Funds, Assessments, Special Taxing District

PURPOSE/ACTION REQUESTED

Consider resolution approving and ratifying the submittal of a grant application for a Total Maximum Daily Load (TMDL) Storm Water Grant with MPCA for City Project 2011-15 – Orchard Trail Storm Water Improvements.

SUMMARY

The City Engineering Staff has been working with the MPCA to apply for a 50 percent grant for City Project No. 2011-15 – Orchard Trail Storm Water Improvements.

The City applied for the TMDL grant by submitting a Storm Water application to be placed on the Project Priority List (PPL). This funding is available from the MPCA as outlined in the attached March 21, 2013 request. These funds would be utilized to construct storm water rain gardens and improving infiltration basins to reduce sediment discharges from the Orchard Trail Development on City Project No. 2011-15 – Orchard Trail Storm Water Improvements. The MPCA will be reviewing applications to rank projects on the PPL and to select projects eligible to receive funds.

The City would be providing matching funding for the TMDL program utilizing the City's storm water utility fund and in-kind engineering and project management services, assessments and a special taxing district. The preliminary estimate for this project is $314,700 (see attached). A plan showing the project is attached for reference. Discussions with the MPCA have encouraged the City of Inver Grove Heights to apply for this $16 million dollar pool of funds. The MPCA staff believes this project is a prime candidate for funding consideration in the 2013 construction season. The submittal of an application will place this project on the MPCA's PPL to determine eligibility for the grant.

The City Engineer recommends adoption of the resolution approving and ratifying the submittal of a grant application for the Storm Water TMDL Grant Program for City Project No. 2011-15 – Orchard Trail Storm Water Improvements.

TJK/kf

Attachment: Resolution
MPCA solicitation and short list
PPL – Storm Water application
Cost estimate
Project map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION APPROVING AND RATIFYING THE SUBMITTAL OF A GRANT APPLICATION TO THE MPCA FOR THE TMDL STORM WATER FINANCIAL ASSITANCE PROGRAM ON CITY PROJECT NO. 2011-15 – ORCHARD TRAIL STORM WATER IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, as part of the City's 2013 Improvement Program, the Orchard Trail Storm Water Improvements have been identified for construction starting in 2013; and

WHEREAS, in order to improve water quality the City Council has authorized the development of storm water facilities with the construction project; and

WHEREAS, based on the storm water financial assistance solicitation received from the MPCA the City can submit an application for a 50 percent grant from their TMDL Storm Water Financing Program as outlined in the Council packet.

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

1. The City Council approves and ratifies the staff submission of an application seeking a 50 percent TMDL Storm Water Financial Assistance Grant from the MPCA for Green Infrastructure Storm Water Facilities for City Project No. 2011-15 – Orchard Trail Storm Water Improvements.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd of April 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Tom Kaldunski

From: Innes, Alister (MPCA) [alister.innes@state.mn.us]
Sent: Tuesday, March 26, 2013 9:07 AM
To: 'merton.auger@ci.buffalo.mn.us'; 'areeves@ci.cannon-falls.mn.us'; 'dlarson@centervillemn.com'; 'jkeinath@ci.circle-pines.mn.us'; 'rellis@edenprairie.org'; 'RBintner@EdinaMN.gov'; 'bart.fischer@falconheights.org'; 'tburt@goldenvalleymn.gov'; Tom Kaldunski; 'joel.hanson@ci.little-canada.mn.us'; 'michael.thompson@ci.maplewood.mn.us'; 'kmcdonald@ci.new-hope.mn.us'; 'fboyles@cityofpriorlake.com'; 'dwight.johnson@ci.rosemount.mn.us'; 'bill.malinen@ci.roseville.mn.us'; 'gurban@cityvadnaisheights.com'; 'msather@whitebearlake.org'; 'sarntz@waconia.org'; 'jschaum@shoreviewmn.gov'; 'Jen@ci.oakdale.mn.us'; 'jpaulson@ci.hutchinson.mn.us'; 'daniel.huff@ci.minneapolis.mn.us'; 'msaam@cityofwsp.org'; 'rhaug@ElkRiverMN.gov'; 'scott.johnson@ci.medina.mn.us'; 'bjoynes@ci.shorewood.mn.us'; 'shelley@cityofwoodlandmn.org'
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Minnesota Pollution Control Agency
Resource Management and Assistance Division
651-757-2457
Great Lakes Coal Tar Sealcoat PAH Reduction Project
Green Chemistry and Design
Pollution Prevention

Tom Kaldunski

From: Tom Kaldunski
Sent: Tuesday, April 09, 2013 2:13 PM
To: 'bill.dunn@state.mn.us'
Subject: Application for Grant Funding - City Project 2011-15- Orchard Trail Storm Water Improvements
Attachments: 8-13-12_EngineersEstimate.pdf; 2013-04-09 Storm Water Application to PPL- City Project 2011-15 Orchard Trail.pdf; Plans Prelim 4-9-13.pdf; 2011-15 PROJECT SCHEDUL 1- Feasibility Improvement Hearing and Construction REVISED 4-5-13 swd.pdf

Hi Mr. Dunn .

The city of Inver Grove Heights is going to submit an application to the MPCA to be considered for Storm Water Funding on City Project 2011-15 Orchard Trail Strom Water Improvements .This project is a good candidate for funding as a Green Infrastructure project as outlined on the Storm Water Application for the Project Priority List . A copy of the application is attached .

In addition , I have attached a copy of the project plans and the cost estimate ($314,700). The project is getting ready to be advertised as I write this message . The schedule calls for construction this summer . Please review the information and provide additional guidance to assist the city in seeking these TMDL Grant funds as outlined in the MPCA 's3/21/2013 Email transmittal by Alister Innes .

The Orchard Trail Storm Sewer Improvement project consists of the construction of 11 Rain Gardens , Planning for 10 Driveway Rain Gardens to be built by private homeowners and Improvements to two existing basins to improve the infiltration capacity by excavating sediments to the underlying sands below .

Please contact me with any questions you may have . I will be following this message up with a mailed copy .

Thomas J. Kaldunski, PE
City Engineer
City of Inver Grove Heights
651-450-2572

PREPARED BY: JDS

13-Aug-12

TABLE 1
ORCHARD TRAIL IMPROVEMENTS
ENGINEER'S ESTIMATE

SCHEDULE A: PUBLIC IMPROVEMENTS

Item No.	Item Description	Amount
1	Grading, drainage, erosion control and street grading and drainage (includes 86th Street cul-de-sac sediment basin and April Court ditch erosion)	$ 20,000.00
2	Storm sewer and storm water ponds (including 550 LF of 50 ft. slope stabilization, issues at pond skimmer, rip rap at FES by wetland and 3 sediment basins to be filled and restored), dredge pond 3P to final bottom elevation of 904, dredge pond 4P to final bottom elevation of 902	$ 50,000.00
3	Infiltration features for specific lots (23,000 SF, 10 locations of rain gardens) per Storm Water Facilities Agreement and sample of 2009 bids	$ 138,000.00
4	Construction debris cleanup	$ 5,000.00
5	Silt fence removal (10,000 LF)	$ 10,000.00
6	Clean up concrete truck wash basin	$ 1,000.00
7	Misc. bituminous base course patching (125 SY)	$ 2,500.00
8	Saw cut bituminous base course patching (300 LF)	$ 600.00
9	Provide certified electronic asbuilt grading plan per Developer's Agreement (8.6 item 10)	$ 6,000.00
10	Posts and signs on conservation easement/lot corners	$ 800.00

TOTAL PUBLIC IMPROVEMENTS CONSTRUCTION COST: $ 233,900.00

10% CONSTRUCTION CONTINGENCY: $ 23,390.00

24.5% LEAF: $ 57,313.00

TOTAL PUBLIC IMPROVEMENTS PROJECT COST: $ 314,603.00

Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

Project Priority List (PPL)

Stormwater Application

1. **Applicant name:** City of Inver Grove Heights
   Project area: City Project 2011-15 ORCHARD TRAIL STORM WATER IMPROVEMENTS
   Town/city: Inver Grove Height
   Population: 34,000
   County: Dakota
2. **Contact person:** Thomas J. Kalowski
   Address: 8150 Barbara Ave, Inver Grove Heights MN 55077
   Phone: 651-450-2572 Fax:
   E-mail: tkalowski@invergroveheights.org
3. **Project consultants/Firm name (if applicable):**
   Contact name:
   Address:
   Phone: Fax:
   E-mail:
4. **Need or problem project addresses:**

	Yes/No	Short description
a. A water quality need?	☒ Yes ☐ No	Rain Gardens, Infiltration basins
b. A water quantity need?	☐ Yes ☒ No	Water Basins designed for Q100
c. Permanent stormwater treatment structures?	☒ Yes ☐ No	
d. Permanent infiltration techniques?	☒ Yes ☐ No	
e. Treatment structure designs based on accepted engineering practices?	☒ Yes ☐ No	

5. **Please indicate if this project may be a Green Project Reserve (GPR) which are stormwater projects that are either categorical or non-categorical and have components or the entire project is applying to be determined GPR eligible.**

The U.S. Environmental Protection Agency (EPA) provided a guidance document listing examples of projects that will qualify for Green Project Reserve dollars. Below is a list of those examples. If the proposed project matches one or more of the examples, check the box next to the example that describes the project. For more information, see *CW Green Guidance* at http://www.pca.state.mn.us/water/wastewater-financial.html.

Categorical eligible project types

☐ 1. **Water Efficiency**
- ☐ a. Installation of water meters (applies only to drinking water distribution systems – contact the Minnesota Department of Health)
- ☐ b. Retrofit or replacement of water using fixtures, fittings, equipment or appliances
- ☐ c. Efficient landscape or agricultural irrigation equipment
- ☐ d. Systems to recycle gray water
- ☐ e. Reclamation, recycling, and reuse of existing rainwater, condensate, degraded water, stormwater, and/or wastewater streams.
- ☐ f. Collection system leak detection equipment
- ☐ g. Development and initial distribution of public education materials

☐ 2. **Energy Efficiency**
- ☐ a. Energy efficient retrofits and upgrades to pumps and treatment processes
- ☐ b. Leak detection equipment for treatment works
- ☐ c. Producing clean power for 212 treatment works on site (wind, solar, hydroelectric, geothermal, biogas powered combined heat and power)
- ☐ d. Pro-rata share of capital costs for offsite publicly owned clean energy facilities that provide power to a treatment works.

☐ 3. Green Infrastructure

- ☐ a. Implementation of comprehensive street tree or urban forestry programs, including expansion of tree box sizes to manage additional stormwater and enhance tree health.
- ☒ b. Implementation of green streets (combinations of green infrastructure practices in transportation rights-of-ways), for either new development, redevelopment or retrofits
- ☐ c. Implementation of water harvesting and reuse programs or projects, where consistent with state and local laws and policies.
- ☒ d. Implementation of wet weather management systems for parking areas which include: the incremental cost of porous pavement, bioretention, trees, green roofs, and other practices that mimic natural hydrology and reduce effective imperviousness at one or more scales.
- ☒ e. Establishment and restoration of riparian buffers, floodplains, wetlands and other natural features.
- ☐ f. Downspout disconnection to remove stormwater from combined sewers and storm sewers.
- ☐ g. Comprehensive retrofit programs designed to keep wet weather out of all types of sewer systems using green infrastructure technologies and approaches.

☐ **4. Environmentally Innovative Projects**

- ☒ a. Green Infrastructure/Low Impact development stormwater projects
- ☐ b. Decentralized wastewater treatment and/or reuse projects that reduce energy consumption, recharge aquifers and reduce water withdrawals and treatment costs
- ☒ c. Projects that employ development and redevelopment practices that preserve or restore site hydrologic processes through sustainable landscaping and site design.
- ☐ d. Projects that use water balance approaches (water budgets) at the project, local or state level that preserve site, local or regional hydrology. Such an effort could pilot and show-case efforts to plan and manage in a concerted manner, surface and groundwater withdrawals, stream base flow (aquatic species protection), wetland and floodplain storage, groundwater recharge and regional or local reuse and harvesting strategies using a quantified methodology.
- ☐ e. Projects that demonstrate the energy savings and climate change implications of sustainable site design practices and the use of green infrastructure such as green roofs, increased tree canopy, reduced water consumption and potable water use due to sustainable site designs, rainwater harvesting and reuse and reductions in hard or infrastructure needed to manage stormwater and Combined Sewers Overflow (CSOs).
- ☐ f. Projects that demonstrate the differential uses of water based on the level of treatment and potential uses as a means to reducing the costs of treating all water to potable water standards.
- ☐ g. Projects that identify and quantify the benefits of using integrated water resources management approaches.

☐ **5. Non-categorical (describe)**

_____

_____

6. Selected project and cost estimates (if known): City Project 2011-15 - ORCHARD TRAIL $314,700

7. Current project status: Plans being Finalized for Bids in MAY 2013

8. Desired construction start date, if financing is available (month/year): July 2013

Note: **Required attachments for storm sewered area projects.** A map of the project service area which has an identifiable scale, identifies all the existing and proposed structures with stormwater design flows and receiving waters.

On behalf of an eligible project as their authorized authority, I hereby submit this application for placement on the PPL:

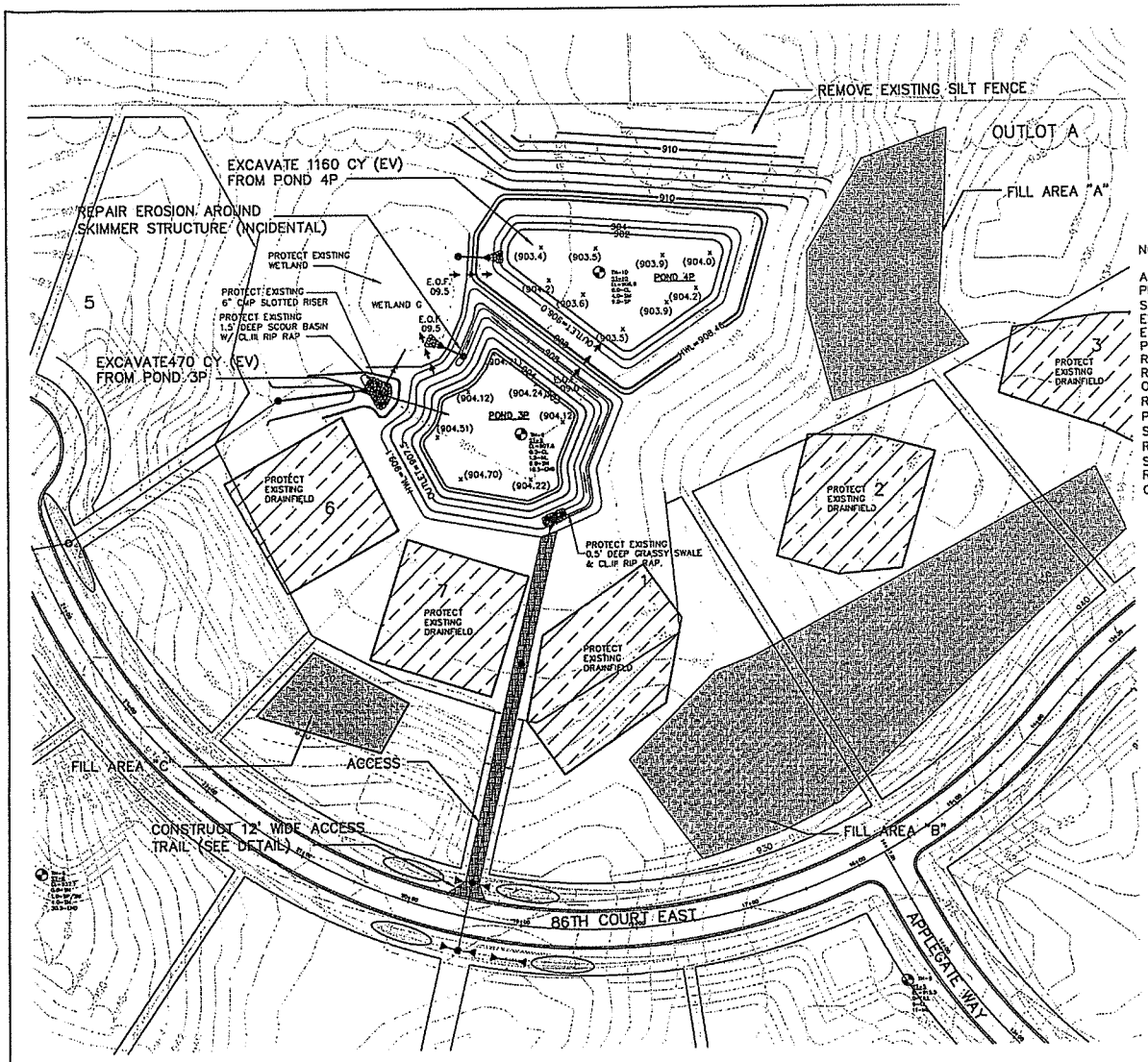
Print Authorized Representaive Name: THOMAS J. KALDUNSKI, P.E. Signature: Thomas J Kaldunski

Title: City Engineer Date: 4/9/2013

For more information, contact:

Bill Dunn, Clean Water Revolving Fund Coordinator at 651-757-2324 or bill.dunn@state.mn.us

www.pca.state.mn.us/water/wastewater-financial.html



BASIN EXCAVATION

NOTES:

ACCESS SHALL BE WITHIN EASEMENTS AS SHOWN
PLACE ROCK CONSTRUCTION ENTRANCE
SALVAGE TOPSOIL IN FILL AREA "A" "B" OR "C" AS DIRECTED BY ENGINEER
EXCAVATE BIORETENTION FACILITY TO PLANNED ELEVATION
EXCAVATED MATERIAL TO BE USED AS NEEDED FOR CONSTRUCTION ON OUTLOTS A B AND D
PLACE EXCESS EXCAVATED MATERIAL IN FILL AREAS AS DIRECTED
REPAIR EROSION BY SKIMMER STRUCTURE
RESPREAD SALVAGED TOPSOIL
ONCE EXCAVATED NO EQUIPEMENT EXCEPT ROTOTILLER IS ALLOWED ON BASIN BOTTOM
ROTOTILL TOP 1' OF BASIN SUBGRADE
PLACE 2" OF 3890 GRADE 2 LEAF LITTER COMPOST IN BASIN BOTTOM
SEED BASINS WITH MN/DOT SEED MIX 310
RESTORE SIDE SLOPES INCLUDING 0.5 ' GRASS SWALE
SEED REMAINING DISTURBED AREAS WITH MN/DOT SEED MIX 340
REMOVE ALL EXISTING SILT FENCE
CONSTRUCT 12' ACCESS TRAIL

REV. NO.	DATE	DESCRIPTION

DESIGN FILE: 2011-15
DRAWN BY: DESIGN BY:
CHKED. BY: DWG. NAME:
DATE:

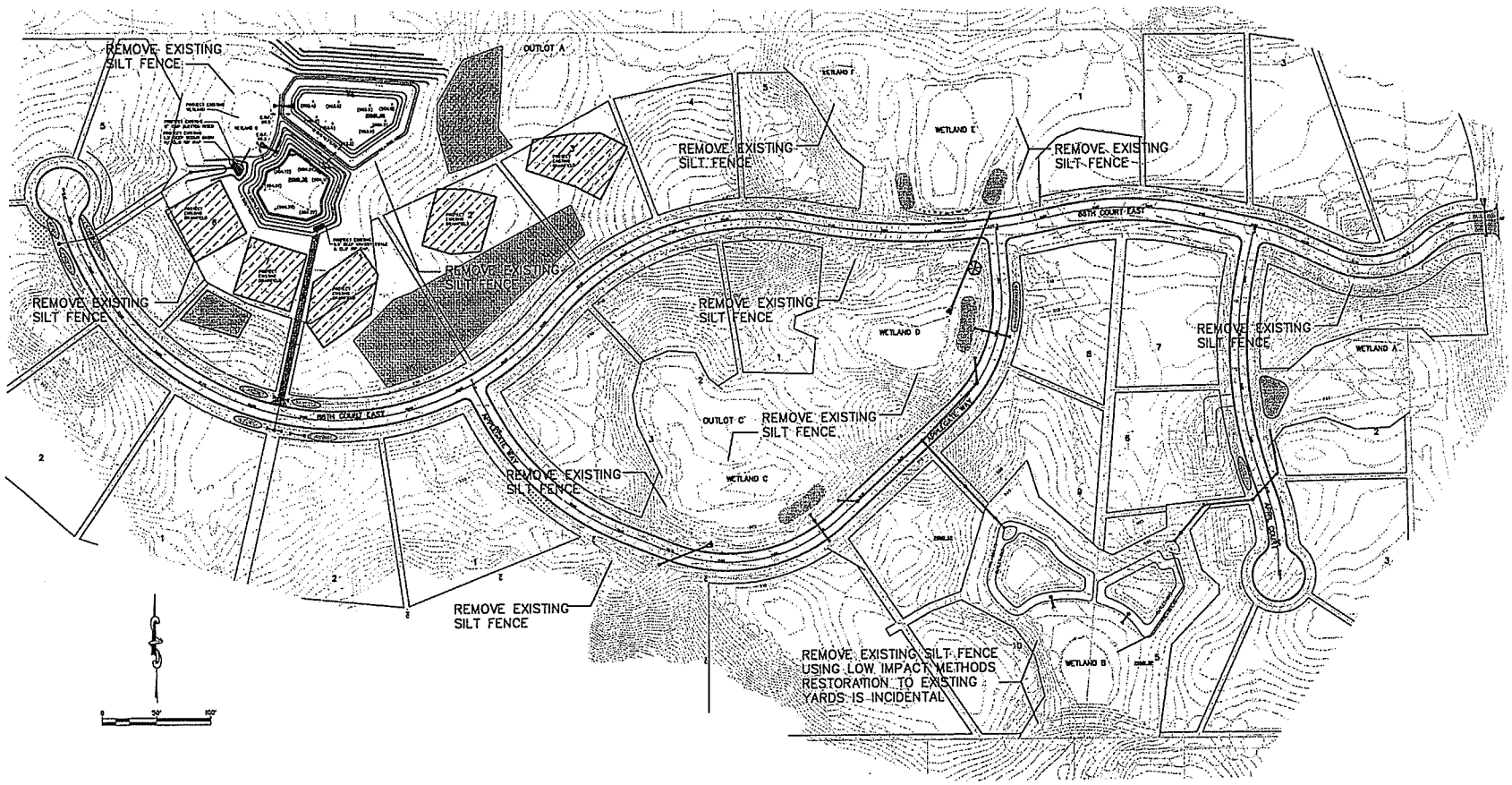
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE STATE OF MINNESOTA STATUTES SECTION 326.02 TO 326.16.
DATE 3/22/2013 MINN. REG. NO. 15758

City of Inver Grove Heights
6150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2502

2011-15 ORCHARD TRAIL STORM WATER IMPROVEMENTS

SHEET NO.

Z:\PublicWorks\Engineering\PROJECTS_PUBLIC\2011_PROJECTS\2011-15_OrchardTrail\CAD\2011-15 Orchard Trail St Sewer Imp\2011-15 ORCHARD TRAIL STORM SEWER IMPROVEMENTS.dwg



NOTES:
REMOVE AND DISPOSE OF ALL EXISTING SILT FENCE AND POSTS (HEAVY DUTY)
ACCESS WILL BE THROUGH EXISTING EASEMENTS (STAKED BY CITY)
CONTRACTOR MUST USE LOW IMPACT METHODS TO ACCESS WETLAND B AREA
REPAIR OF DAMAGE TO EXISTING YARDS IS INCIDENTAL TO THE CONTRACT

SILT FENCE REMOVAL

REV. NO.	DATE	DESCRIPTION

DESIGN FILE: 2011-15
DRAWN BY: DESIGN BY:
CHKD. BY: DWG. NAME:
DATE:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE STATE OF MINNESOTA STATUTES SECTION 326.02 TO 326.16.
DATE 3/25/2013 MINN. REG. NO. 18298

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2562

2011-15 ORCHARD TRAIL STORM WATER IMPROVEMENTS

SHEET NO.

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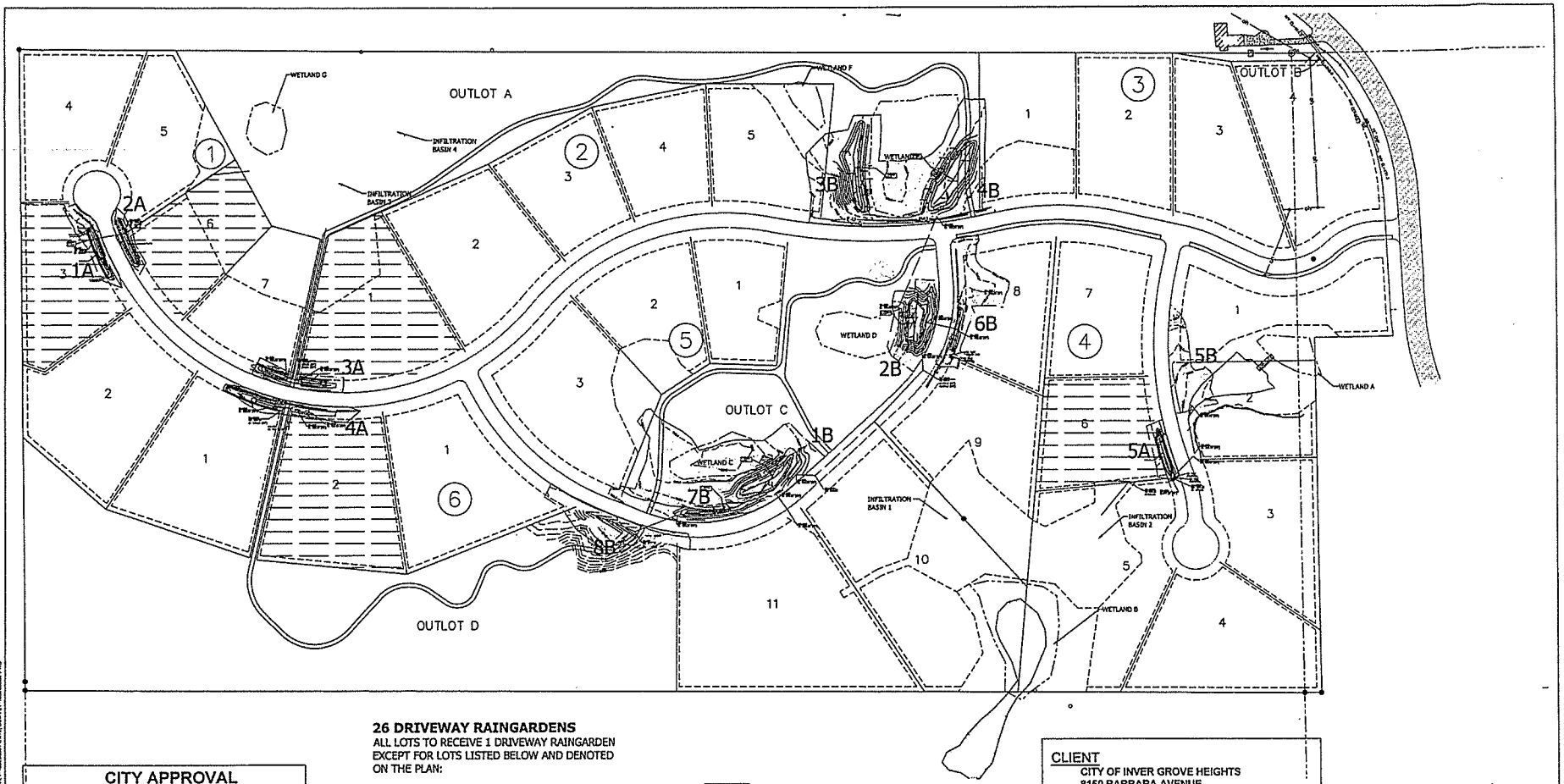

26 DRIVEWAY RAINGARDENS

ALL LOTS TO RECEIVE 1 DRIVEWAY RAINGARDEN EXCEPT FOR LOTS LISTED BELOW AND DENOTED ON THE PLAN:

BLOCK①
LOTS 3,6

BLOCK②
LOTS 1

BLOCK④
LOTS 6

BLOCK⑥
LOTS 2

LOTS NOT RECEIVING A DRIVEWAY RAINGARDEN

= INFILTRATION AREA (RAIN GARDEN) BOUNDARIES DEFINED BY OVERFLOW ELEVATION

#A = RIGHT-OF-WAY RAINGARDENS

#B = OUTLOT RAINGARDENS

DRIVEWAY RAINGARDENS LOCATED UPSLOPE OF DRIVEWAYS PLACEMENT TO BE DETERMINED. MUST HAVE A MINIMUM AREA OF 80 S.F..

ALL INFILTRATION AREAS MODIFIED PER DRAFT DESIGN BY EMMONS & OLIVIER RESOURCES.

CITY APPROVAL

PERSON NAME
PERSON TITLE
DATE

CLIENT

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

ENGINEER

EMMONS & OLIVIER RESOURCES, INC.
651 HALE AVENUE NORTH
OAKDALE, MINNESOTA 55128-7534
TELEPHONE: (651) 770-8448
FAX: (651) 770-2552
eorinc.com

N

SCALE IN FEET

NO	DATE	BY	REVISION
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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

INDIVIDUAL CERTIFYING
DATE: XX-XX-2007 LICENSE # #####

SUBMISSION DATE: ##-##-####
DESIGN BY —
DRAWN BY —
EOR PROJECT NO.

Emmons & Olivier Resources, Inc.
651 Hale Avenue North
Oakdale, MN 55128
Tele: 651.770.8448
www.eorinc.com

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

ORCHARD TRAIL RAINGARDENS
Project Name Ln2
COMMUNITY, COUNTY, STATE
STATE PROJECT NO. —
CITY PROJECT NO. .

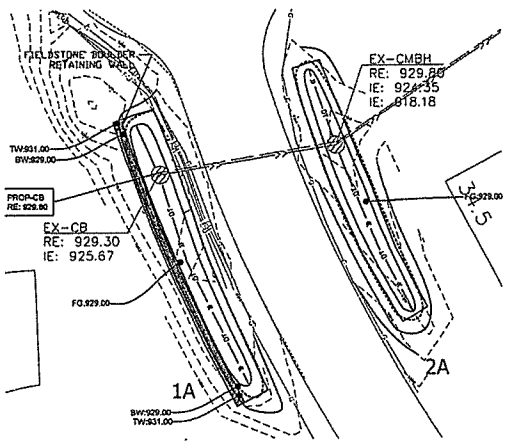
SITEPLAN - OVERVIEW
5
SHEET 01 OF 10 SHEETS

PLANTING PLAN LEGEND

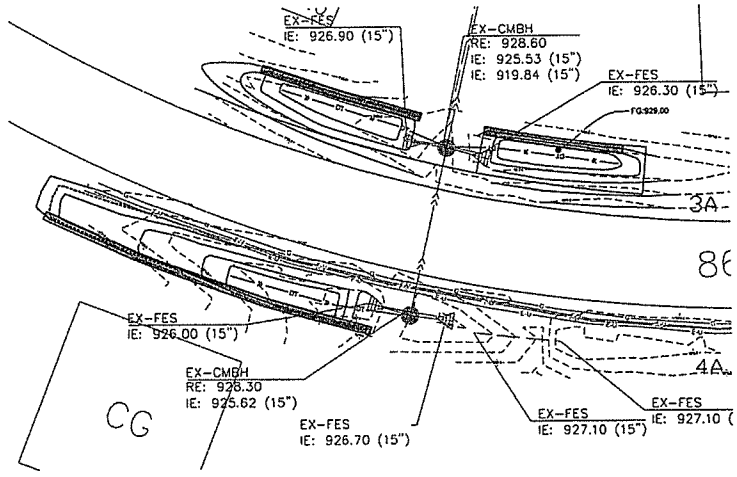
- FIELDSTONE BOULDER RETAINING WALL
- PERENNIALS
- SHRUBS
- X / XX — NUMBER OF PLANTS / SPECIES

RIGHT-OF-WAY RAINGARDEN GENERAL NOTES

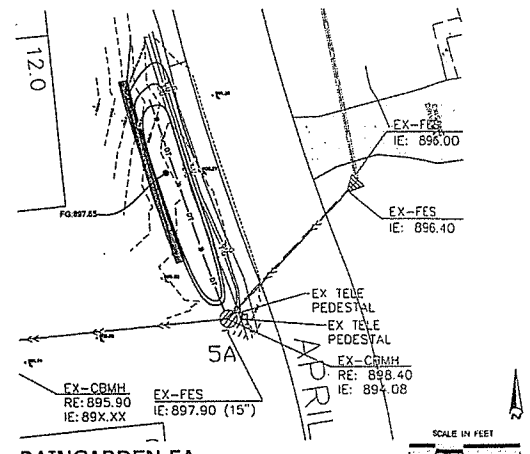
- TOP AND BOTTOM OF WALL ELEVATIONS ARE APPROXIMATE. FINAL WALL ELEVATIONS WILL BE FIELD FITTED ACCORDING TO FINAL ROAD AND LOT GRADING
- ALL SHRUB AND PERENNIAL PLANTING AREAS TO BE MULCHED WITH DOUBLE-SHREDDED HARDWOOD MULCH.
- SEE SHEET XX FOR PLANTING AND EDGING DETAILS
- ALL ROADWAY, TRAIL AND STORM SEWER BY OTHERS
- 3' MAX HEIGHT OF RAINGARDEN WALLS WITH THE ENDS TAPERING TO MEET FINAL GRADE PER PLANS
- RAINGARDEN EDGE WILL BE CUT PER PLANS AND TIE INTO WALLS.



RAINGARDENS 1A & 2A



RAINGARDENS 3A & 4A



RAINGARDEN 5A

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DATE: XX-XX-2007 LICENSE # #####

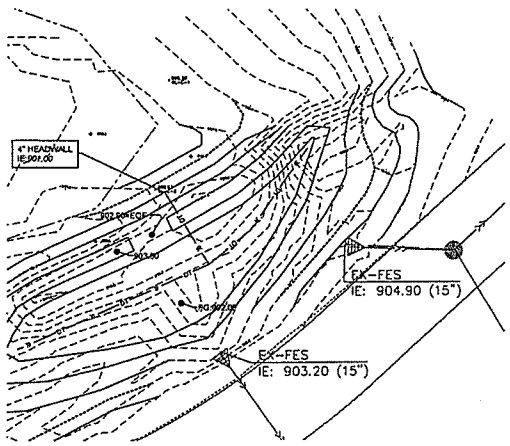
SUBMISSION DATE: ##-##-####
DESIGN BY — DRAWN BY —
EOR PROJECT NO.

Emmons & Olivier Resources, Inc.
651 Hale Avenue North
Oakdale, MN 55128
Tele: 651.770.8448
www.eorinc.com

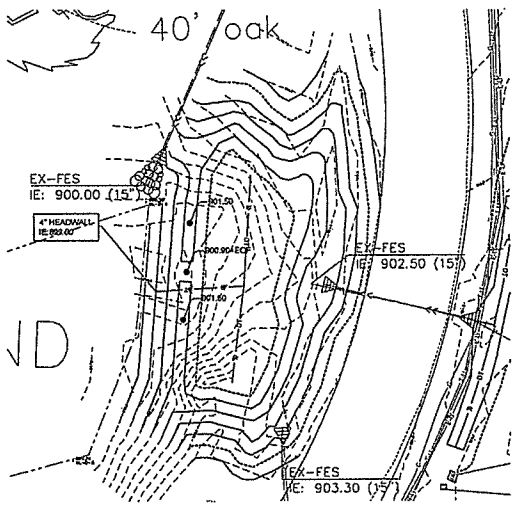
CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

ORCHARD TRAIL RAINGARDENS
Project Name Ln2
COMMUNITY, COUNTY, STATE
STATE PROJECT NO. — CITY PROJECT NO. .

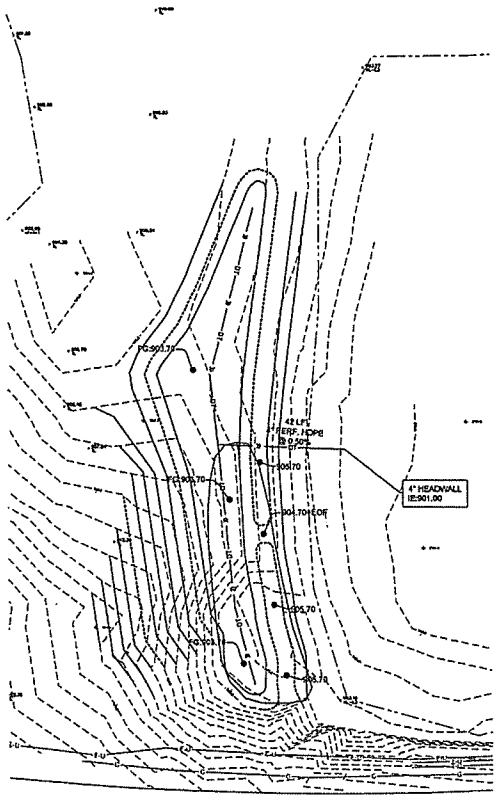
RIGHT-OF-WAY RAINGARDENS



OUTLOT RAINGARDEN 1B



OUTLOT RAINGARDEN 2B



OUTLOT RAINGARDEN 3B

SCALE IN FEET

NO	DATE	BY	REVISION
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851 Hale Avenue North
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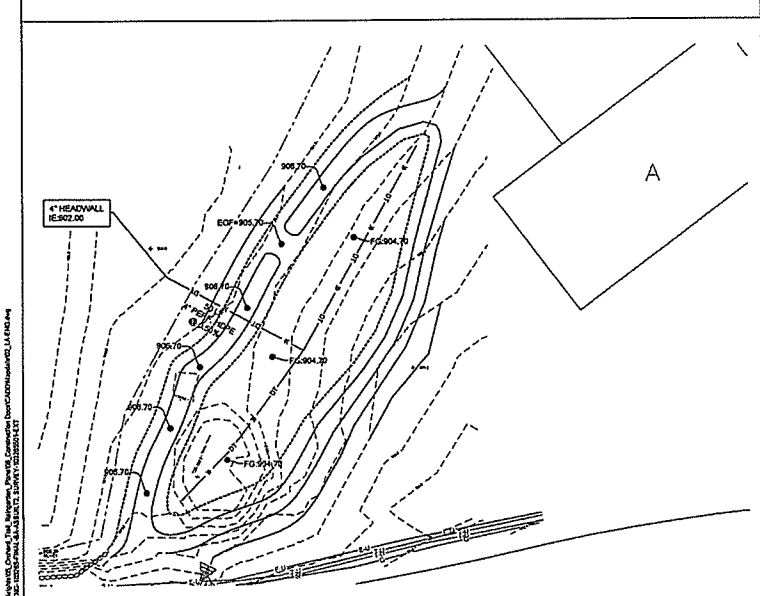
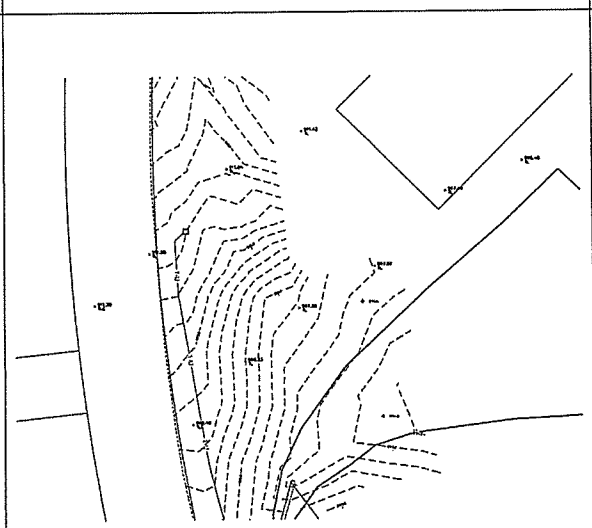
ORCHARD TRAIL RAINGARDENS
Project Name Ln2
COMMUNITY, COUNTY, STATE
STATE PROJECT NO. — CITY PROJECT NO. .

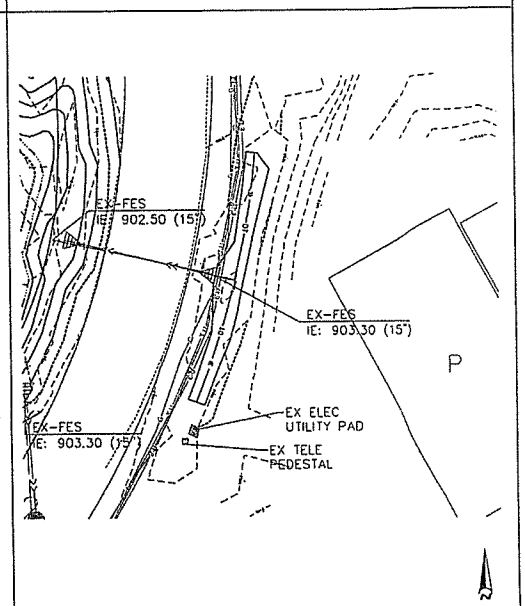
OUTLOT RAINGARDENS 1B - 3B



OUTLOT RAINGARDEN 4B



ROW RAINGARDEN 5B



ROW RAINGARDEN 6B

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INDIVIDUAL CERTIFYING
DATE: XX-XX-2007 LICENSE # #####

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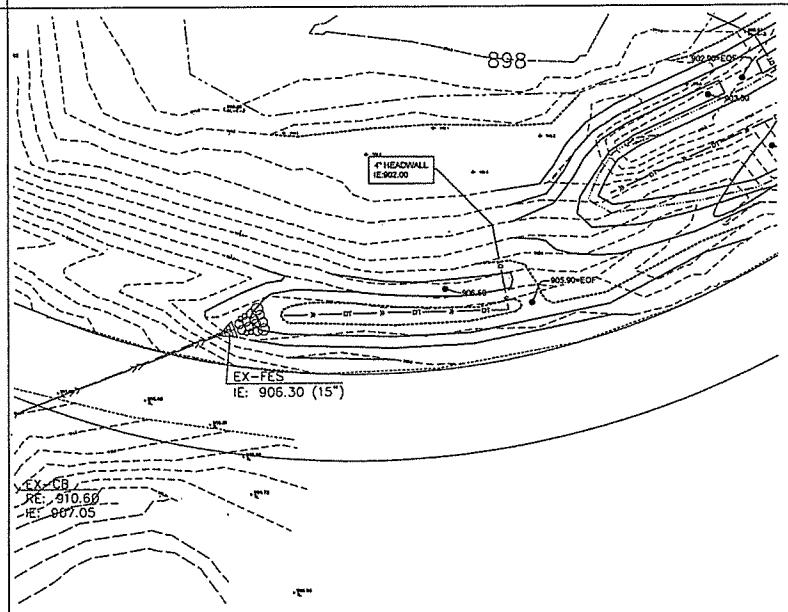
651 Hale Avenue North
Oakdale, MN 55128
Tele: 651.770.8448
www.eorinc.com

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

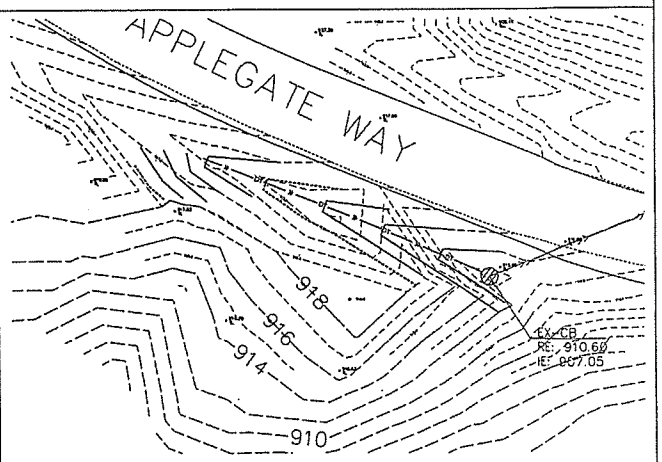
ORCHARD TRAIL RAINGARDENS
Project Name Ln2
COMMUNITY, COUNTY, STATE
STATE PROJECT NO. — CITY PROJECT NO. .

OUTLOT RAINGARDENS 4B - 6B

SHEET 04 OF 10 SHEETS



OUTLOT RAINGARDEN 7B



OUTLOT RAINGARDEN 8B

SCALE IN FEET

NO	DATE	BY	REVISION
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INDIVIDUAL CERTIFYING
DATE: XX-XX-2007 LICENSE # ######

SUBMISSION DATE: ##-##-####
DESIGN BY — DRAWN BY —
EOR PROJECT NO. -

EOR Emmons & Olivier Resources, Inc.
651 Hale Avenue North
Oakdale, MN 55128
Tele: 651.770.8448
www.eorinc.com
water ecology community

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

ORCHARD TRAIL RAINGARDENS
Project Name Ln2
COMMUNITY, COUNTY, STATE
STATE PROJECT NO. — CITY PROJECT NO. .

OUTLOT RAINGARDENS 7B & 8B

SHEET 05 OF 10 SHEETS

PRELIMINARY PROJECT BID TAB

ROBERT STREET (TH3) REGIONAL BASIN SP-27 STORMWATER FACILITIES REPAIRS
CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA
EOR PROJECT NO. 00095-0027

Date: 3/27/2013

Schedule A

LINE ITEM	MNDOT SPEC. NO.	BASE BID ITEM	ESTIMATED QUANTITY	VERIFIED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
		Part 1 - General and Erosion Control					
1		PERMITS	1.00		LS		
2	2021	MOBILIZATION	1.00		LS		
3	2573	COMPOST LOG	225		LF		
4	2573	STREET SWEEPING AND DUST CONTROL	2.5		HRS		
		Total Part 1					$ -
		Part 2 - Removals					
5	2573	REMOVE COMPOST LOG	225		LF		
		Total Part 2					$ -
		Part 3 - Grading					
6	2105	COMMON EXCAVATION	862		CY		
7	3149	ENGINEERED MIX B SOIL FOR INFILTRATION BASIN (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC COMPOST)	135		CY		
8	3149	WASHED COARSE SAND	#REF!		CY		
9		SUBGRADE SCARIFICATION TO 24"	11211		SF		
		Total Part 3					$ -
		Part 4 - Restoration					
10	2575	SEEDING, MNDOT SEED MIX 310 MODIFIED @ 82 lb / Acre	0.364		ACRE		
11	2575	LANDSCAPING					
12	2575	EROSION CONTROL BLANKET, CATEGORY 3	1755		SY		
		Total Part 4					$ -
		Part 5 - Other					
13	NA	INFILTRATION AREA SIGNAGE	2		LS		
		Total Part 5					$ -
		SubTotal					$ -
		10% Contingency					$ -
		Total					$ -

1
6

SCHEDULE OF QUANTITIES

NO	DATE	BY	REVISION
6			
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1			

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

INDIVIDUAL CERTIFYING
DATE: XX-XX-2007 LICENSE # #####

SUBMISSION DATE: ##-##-####
DESIGN BY — DRAWN BY —
EOR PROJECT NO. .

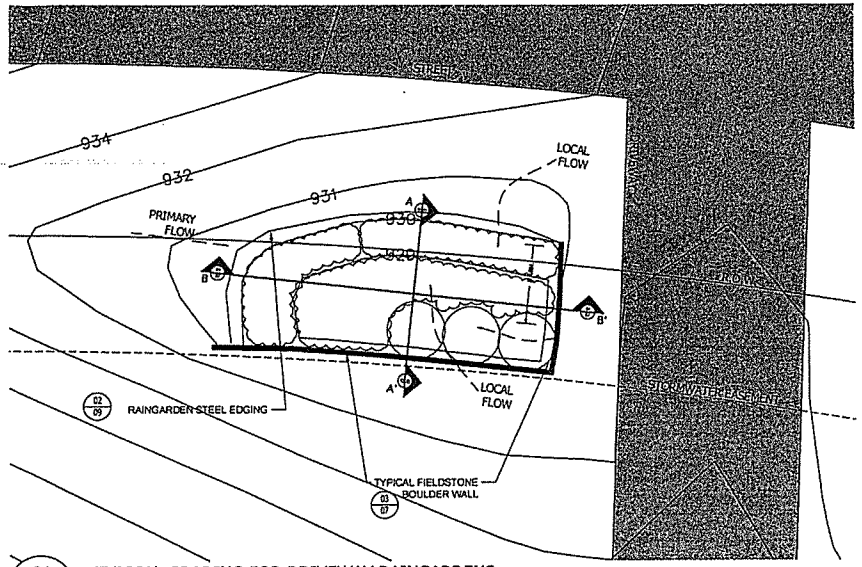
Emmons & Olivier Resources, Inc.
651 Hale Avenue North
Oakdale, MN 55128
Tele: 651.770.8448
www.eorinc.com

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

ORCHARD TRAIL RAINGARDENS
Project Name Ln2
COMMUNITY, COUNTY, STATE
STATE PROJECT NO. — CITY PROJECT NO. .

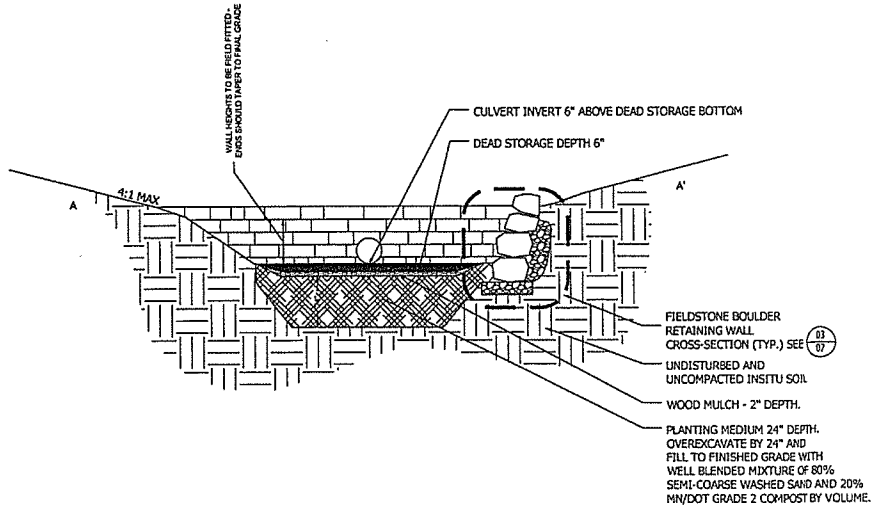
SCHEDULE OF QUANTITIES

SHEET 06 OF 10 SHEETS



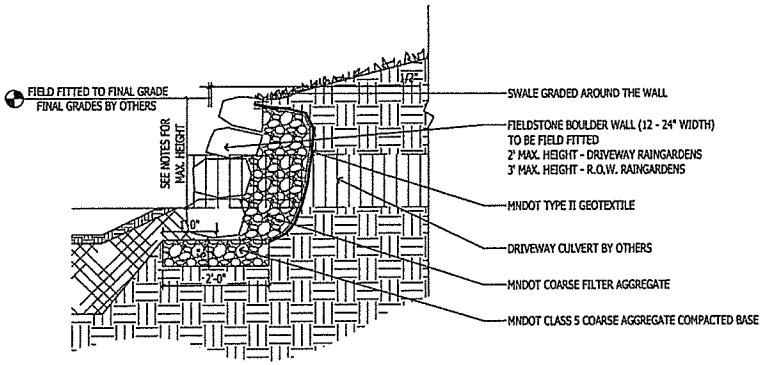
01 07 TYPICAL GRADING FOR DRIVEWAY RAINGARDENS

1" = 5'



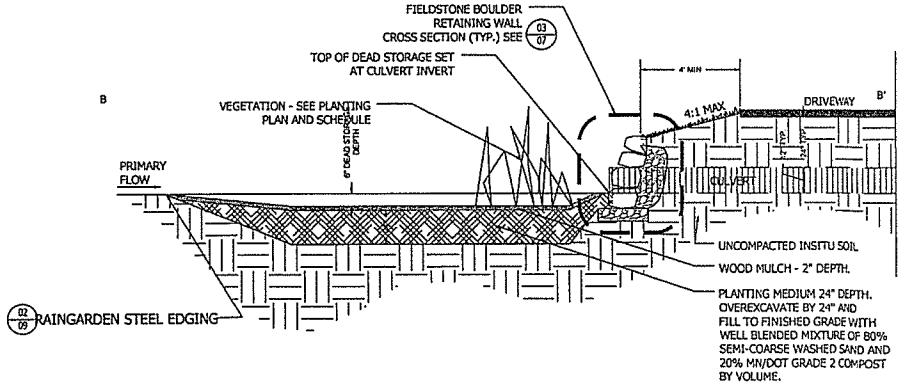
02 07 DRIVEWAY RAINGARDEN CROSS-SECTION A-A' TYP

NOT TO SCALE



03 07 FIELDSTONE BOULDER RETAINING WALL CROSS-SECTION TYP

NOT TO SCALE



04 07 DRIVEWAY RAINGARDEN CROSS-SECTION B-B' TYP

NOT TO SCALE

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8150 BARBARA AVENUE
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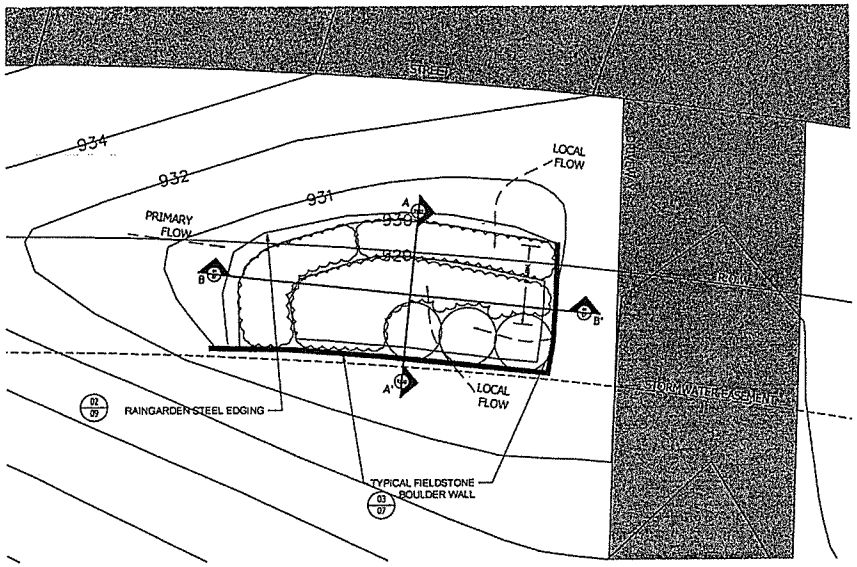
ORCHARD TRAIL RAINGARDENS
Project Name Ln2
COMMUNITY, COUNTY, STATE

STATE PROJECT NO. — CITY PROJECT NO. .

DETAILS 01

SHEET 07 OF 10 SHEETS



01 08 TYPICAL PLANTING PLAN FOR DRIVEWAY RAINGARDENS

NOT TO SCALE

Plant Alternates - Low Maintenance Flower Garden

Symbol	Scientific Name	Common Name	Spacing
CA	*Calamagrostis acutiflora Karl Foerster*	Karl Foerster Grass	1.5' O.C.
	Schizachyrium scoparium	Little Bluestem	1.5' O.C.
	Panicum virgatum	Switchgrass	1.5' O.C.
EP	*Echinacea purpurea*	Purple Coneflower	1.5' O.C.
	Physostegia virginiana	Obedient Plant	1.5' O.C.
	Liatris spicata 'Kobold'	Kobold Blazing Star	1.5' O.C.
HA	*Aster novae-angliae 'Purple Dome'*	Purple Dome Aster	1.5' O.C.
	Rudbeckia fulgida	Black Eyed Susans	1.5' O.C.
	Zizia aurea	Golden Alexanders	1.5' O.C.
SH	*Cornus alba 'Regnzam'*	Red Gnome Dogwood	4' O.C.
	Viburnum dentatum 'Christom'	Blue Muff Viburnum	4' O.C.
	Aronia melanocarpa	Chokeberry	4' O.C.

02 08 PLANTING SCHEDULE ALTERNATE OPTIONS

NO SCALE

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EOR
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water ecology community

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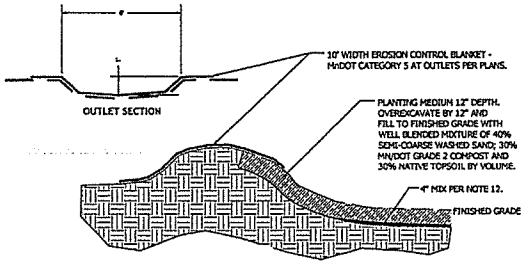
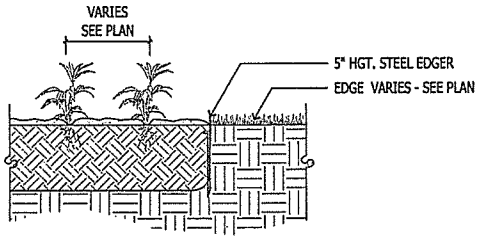
DETAILS 02

SHEET 08 OF 10 SHEETS



01/09 TYPICAL OUTLET CROSS-SECTION FOR OUTLOT RAINGARDENS

NOT TO SCALE



02/09 OPTIONAL DRIVEWAY AND RIGHT-OF-WAY STEEL EDGING

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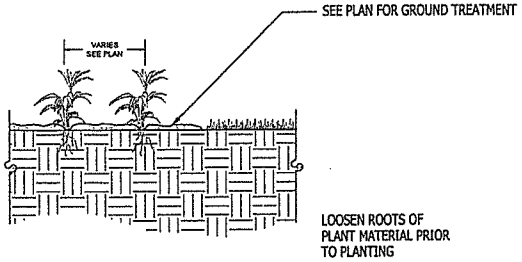
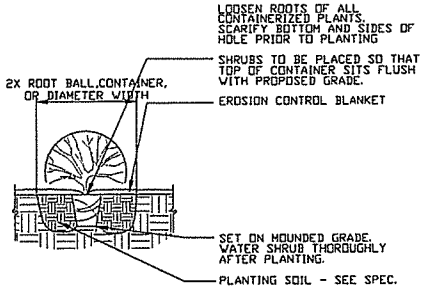


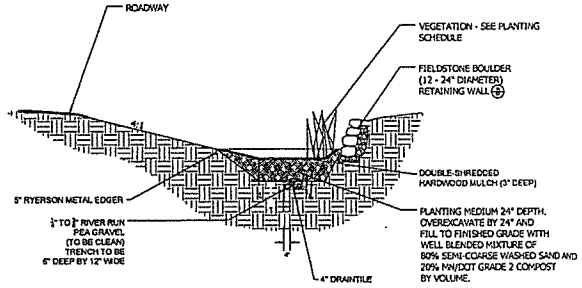
03/09 TYPICAL PERENNIAL PLANTING DETAIL

NOT TO SCALE



04/09 TYPICAL SHRUB PLANTING DETAIL

NOT TO SCALE



05/09 RIGHT-OF-WAY RAINGARDEN TYPICAL CROSS-SECTION

NOT TO SCALE

GENERAL NOTES:

1. ALL EROSION CONTROL SHALL BE IN PLACE PRIOR TO ANY AND ALL CONSTRUCTION ACTIVITY.
2. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL THE SITE IS STABLE, AS DETERMINED BY THE PROJECT ENGINEER.
3. NO TRAFFIC OR MATERIAL STORAGE WILL BE ALLOWED IN THE RAINGARDENS.
4. INSTALL STORM DRAIN INLET PROTECTION TO PREVENT CLOGGING OF THE STORM SEWER AND SEDIMENT LOADS TO DOWNSTREAM STORMWATER FACILITIES OR WATERBODIES.
5. IN THE EVENT THAT SEDIMENT IS INTORDUCTED INTO THE RAINGARDEN DURING ORIMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM TEH RAINGARDEN PROIOR TO INITIATING THE NEXT STEM IN THE RAINGARDEN CONSTRUCTION PROCESS. THIS IS ESPECIALLY IMPORTANT IF THE RAINGARDE HAS BEEN DESIGNED TO INFILTRATE STORMWATER. SEDIMENT THAT HAS BEEN WASHED INTO THE RAINGARDEN DURING THE EXCAVATION PROCESS CAN SEAL THE PERMEABLE MATERIAL SIGNIFICANTLY REDUCING THE INFILTRATION CAPACITY OF THE SOILS.
6. MATERIAL EXCAVATED FROM TEH RAINGARDEN(S) SHALL EITHER BE DISPOSED OF ON-SITE IN A MANNER THAT PROTECTS THE RAINGARDENS FROM SEDIMENTATION OR BE IMMEDIATELY REMOVED FROM SITE.
7. DRIVEWAY AND RIGHT-OF-WAY RAINGARDENS SHALL BE OVER-EXCAVATED TO A DEPTH OF 24" BELOW PROPOSED GRADE AND FILLED WITH 24" OF SPECIFIED SOIL AMENDMENT CONSISTING OF A SELL-BLENDED MIXTURE OF 40% SEMI-COARSE WASHED SAND; 30% MND/DOT GRADE 2 COMPOST AND 30% NATIVE TOPSOIL BY VOLUME.
8. OUTLOT RAINGARDENS SHALL BE OVER-EXCAVATED TO A DEPTH OF 12" BELOW PROPOSED GRADE AND FILLED WITH 12" OF SPECIFIED SOIL AMENDMENT CONSISTING OF A WELL-BLENDED MIXTURE OF 40% SEMI-COARSE WASHED SAND; 30% MND/DOT GRADE 2 COMPOST AND 30% NATIVE TOPSOIL BY VOLUME.
9. GRADING OF THE RAINARDENS SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BOBCATS WITH RUNNER TRACKS ARE RECOMMENDED.
10. ALL EFFORTS SHALL BE MADE TO REDUCE COMPACTION OF AMENDED RAINGARDEN SOILS. NO VEHICULAR TRAFFIC OF ANY SORT WILL BE PERMITTED WITHIN THE RAINGARDENS UPON COMPLETION OF THE OSIL AMENDMENT.
11. GRADE TO THE DEPTH (ELEVATION) SPECIFIED INT HE CONSTRUCTION DOCUMENTS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
12. UNDISTURBED SOIL SHALL BE SCOURED AND MIXED WITH RAINGARDEN SOIL ANMENDMENT MATERIAL TO A DEPTH OF 4".
13. IF FINAL SEEDING AND PLANTINGS CANNOT OCCUR WITHING 48 HOURS OF FINAL GRADING, RAINGARDENS ARE TO BE SOWN WITH WINTER WHEAR AT 50 POUNDS PER ACRE WITHING. OATS CAN EB SUBSTITUTED FOR SPRING PLANTINGS.
14. MN/DOT CATEGORY 5 EROSION CONTROL BLANKET 10' WIDTH OT BE INSTALLED ON OUTLOT RAINGARDEN OVERFLOWS.

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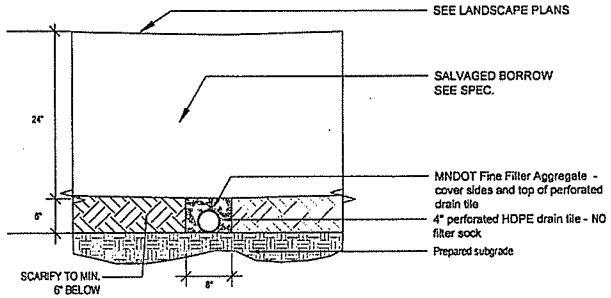
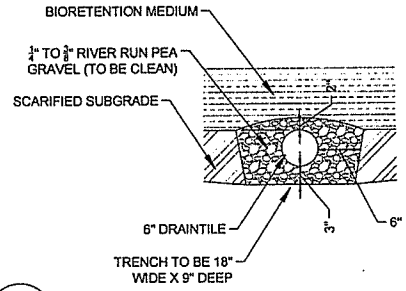
DETAILS 03

SHEET 09 OF 10 SHEETS



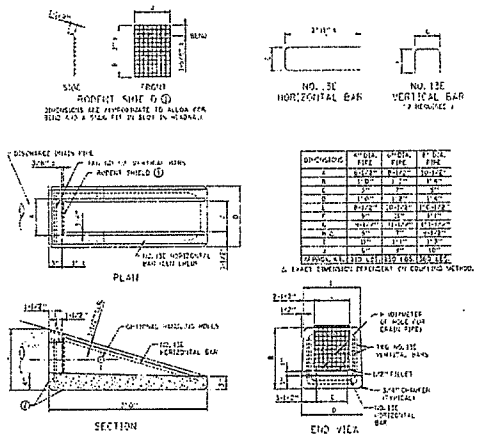
01/10 OUTLOT 1B & 2B PERFORATED DRAINTILE DETAIL

NOT TO SCALE



02/10 TYPICAL PERFORATED DRAINTIL DETAIL

NOT TO SCALE



NOTES:

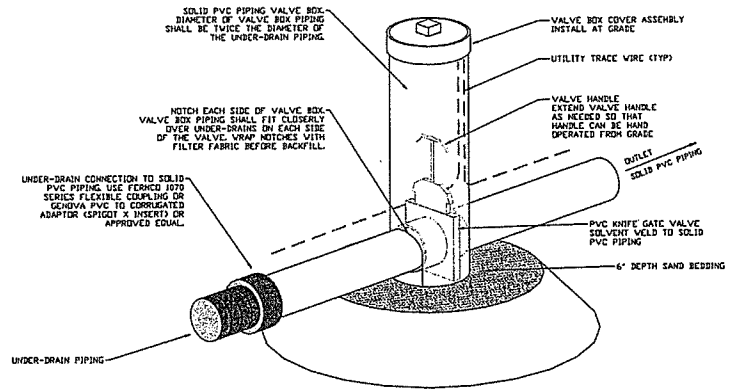
ALL CONCRETE MATERIALS SHALL BE VARIOUS MIX DESIGNATION SAKE ANCHOR OTHER WISE AS APPROVED BY THE STATE MATERIALS ENGINEER. HEADWALLS SHALL NOT BE SHIPPED UNTIL CONCRETE HAS REACHED A COMPRESSIVE STRENGTH OF 3000 PSI. THE EPOXY BARS SHALL BE SEALERLY RETAINED SO EDGE ARE NOT DISPLACED DURING STANDARD PLACEMENT. THE BINS SHALL BE EPOXY COATED. BEDDING WILL NOT BE PERMITTED. THE FABRICATOR SHALL PROVIDE A QUALITY CONTROL PROGRAM APPROVED BY THE MATERIALS ENGINEER.

(1) THE ROCKET SHIELD SHALL BE FABRICATED FROM CARBON STEEL FLATSHEET EXPANDED METAL, STYLE 1-1/2-NO. 12F. IT SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION. ACTUAL SCREEN DIMENSIONS SHALL BE EACH AS WELL WITHIN 1 1 DIM. EXPANDED SHEET FABRICATION ALSO THE SCREEN A 1" FLATTEN FRAME WITH THE EXISTING TOP AND THE BOTTOM FITTING RIGHT TO THE FLOW LINE.

(2) THE MANUFACTURER'S NAME AND DATE OF PRODUCTION (MONTH AND YEAR) SHALL BE CLEARLY CAST INTO THE STANDARD LINES EITHER THE BOTTOM OF EACH HEADWALL OR NEAR THE BOTTOM OF THE FLARE END. IF A MANUFACTURER HAS MORE THAN ONE PLANT, THEY SHALL BE APPROPRIATELY CODED.

03/10 HEADWALL DETAILS

NOT TO SCALE



NOTES:

1. SOLID PIPING AND FITTINGS SHALL BE PVC SCHEDULE 40 UNLESS NOTED OTHERWISE. PIPING DIAMETERS AND ELEVATIONS SHALL BE AS SHOWN ON THE APPROVED PLANS. ALL SOLID PIPE FITTING AND JOINTS SHALL BE SOLVENT WELDED OR HAVE MECHANICAL COUPLER TO PROVIDE WATERTIGHT CONNECTIONS.
2. THE KNIFE GATE VALVE SHALL BE A VALTERRA GRV PVC SCHEDULE 40 WITH 304 STAINLESS STEEL PADDLE SNA METAL HANDLE OR APPROVED EQUAL. THE VALVE DIAMETER SHALL MATCH THE DIAMETER OF THE UNDER-DRAIN PIPING UNLESS NOTED OTHERWISE.
3. VALVE BOX COVER ASSEMBLY INCLUDES PVC CLEAN-OUT ADAPTER WITH THREADED PLUG TO ACCESS VALVE HANDLE AND TRACE WIRES FROM GRADE.
4. THE UTILITY TRACE WIRE SHALL BE INSULATED 12 GAUGE COPPER INSTALLED ALONG ALL PIPE RUNS. PROVIDE ACCESS TO WIRES INSIDE OF THE VALVE BOX.
5. THE VALVE SHALL BE INSTALLED IN THE FULL OPEN POSITION. THE SWCD WILL OBSERVE THE TEMPORARY POOL FOLLOWING A RAIN EVENT AND WILL ADJUST THE VALVE AS NEEDED TO ACHIEVE THE OPTIMUM DRAIN DOWN TIME OF APPROXIMATELY 12 HOURS. FURTHER VALVE ADJUSTMENT SHOULD NOT BE NEEDED UNLESS PLANTS SHOW SIGNS OF STRESS.

04/10 KNIFE GATE VALVE DETAIL

NOT TO SCALE

BASIN & INFILTRATION TRENCH CONSTRUCTION SEQUENCING

THE FOLLOWING RECOMMENDED CONSTRUCTION SEQUENCING HAS BEEN ESTABLISHED TO PROTECT THE INFILTRATION INTEGRITY OF THE BIOINFILTRATION BASIN. ANY AND ALL DEVIATIONS FROM THE PROPOSED SCHEDULE MUST BE PREAPPROVED BY THE PROJECT ENGINEER. ABSOLUTELY NO STOCKPILING, STAGING, OR TRAFFIC IS PERMITTED WITHIN THE BIOINFILTRATION BASIN AT ANY TIME.

1. ALL WORK MUST COMPLY WITH DAKOTA COUNTY LOW IMPACT DEVELOPMENT STANDARDS. (SEE WWW.DAKOTASWCD.ORG)
2. THE CITY OF INVER GROVE HEIGHTS IS PROVIDING QUALITY CONTROL AND FIELD VERIFICATIONS OF THE BIORETENTION INSTALLATIONS. ENGINEER FIELD VERIFICATION IS REQUIRED PRIOR TO BURYING ANY WORK AND/OR INSTALLING ANY CONCRETE, MULCH AND/OR PLANT MATERIALS.
3. THE BIORETENTION AREAS MUST BE STAKED OFF AND MARKED TO KEEP ALL CONSTRUCTION TRAFFIC, EQUIPMENT AND MATERIAL STOCKPILES OUT OF THE PROPOSED BIORETENTION AREAS.
4. BIORETENTION PRACTICES SHALL NOT BE EXCAVATED UNTIL THE CONTRIBUTING DRAINAGE AREAS WITH EXPOSED SOILS HAVE BEEN FULLY STABILIZED AND BITUMINOUS BASE COURSE INSTALLED ON CONTRIBUTING PAVEMENT AREAS. DIVERT UPLAND DRAINAGE AREAS TO PREVENT RUNOFF FROM ENTERING THE EXCAVATED CELL OR INTO THE WORK AREA. DO NOT USE BIORETENTION CELLS AS TEMPORARY SEDIMENT BASINS OR ALLOW CONSTRUCTION RUNOFF INTO THE CELL.
5. DELIVER SAMPLE MATERIALS FOR CITY APPROVAL, PRIOR TO BEGINNING THE INSTALLATION. SUFFICIENT MATERIAL QUANTITIES SHALL BE ONSITE TO COMPLETE THE INSTALLATION AND STABILIZE EXPOSED SOIL AREAS WITHOUT DELAY.
6. CARE MUST BE TAKEN TO AVOID CONTAMINATION OF ENGINEERED SOILS WITH SEDIMENT, IN-SITU OR TOPSOIL DURING AND AFTER INSTALLATIONS. MATERIALS MUST BE SEGREGATED.
7. INSTALLATION WITH DRY SOIL CONDITIONS IS CRITICAL TO PREVENT SMEARING AND COMPACTION. SCHEDULE WORK FOR PERIODS OF DRY WEATHER. DO NOT WORK IF SOIL CONDITIONS ARE WET. EXCAVATIONS, SOIL PLACEMENT AND RAND STABILIZATIONS OF PERIMETER SLOPES WITH TURF SOD MUST BE COMPLETED BEFORE THE NEXT PRECIPITATION EVENT. TURF SOD PLACED IN FLOW PATHS SHALL BE SECURED WITH AT LEAST 6 STAKES PER SQUARE YARD. PLACE STAKES ALONG UPHILL SEAM EDGES TO PREVENT UNDERMINING FLOWS UNTIL SOD ROOTS ESTABLISH.
8. DO NOT LEAVE INFILTRATION AREAS AND/OR PERIMETER SLOPES EXPOSED OVERNIGHT. SECURE THE SITE FROM RISK OF PRECIPITATION DAMAGES AT THE END OF EVERY WORK DAY. IN THE EVENT OF RAIN, TAKE ACTION TO DIVERT STORMWATER AWAY FROM THE WORK AREA AND TEMPORARILY COVER ALL EXPOSED SOILS WITH FILTER FABRIC OR IMPERVIOUS SHEETING.
9. LOW GROUND PRESSURE EQUIPMENT IS TO BE USED WITHIN FOOTPRINT OF INFILTRATION BASIN AND TRENCH SUBGRADE/FINISH GRADE CONSTRUCTION.
10. PROJECT ENGINEER TO APPROVE SUBGRADE OF INFILTRATION BASIN AND TRENCH PRIOR TO INSTALLATION OF WASHED CONCRETE SAND.
11. CITY FIELD OBSERVATION OF EXCAVATION AND SOIL PLACEMENT IS REQUIRED. NOTIFY ENGINEER PRIOR TO DIGGING. USE BACKHOE WITH TOOTH BUCKET FOR CELL EXCAVATION TO AVOID COMPACTING OR SMEARING OF SOILS. DO NOT USE SKID STEER FOR EXCAVATION WITHIN THE CELL. USE TOOTH BUCKET TO SCARIFY (RIP) UNDERLYING SOILS 24" DEEP TO REMOVE COMPACTION. GENTLY MIX THE FIRST LIFT OF ENGINEERED SOILS WITH THE LOOSENED UNDERLYING SOILS TO AVOID STRATIFICATION AND PROMOTE PERMEABILITY. USE EXCAVATOR BUCKET TO PLACE MATERIALS. CONSTRUCTION EQUIPMENT SHALL NOT BE ALLOWED INTO THE BASIN. CARE SHOULD BE TAKEN DURING LEVELING AND FINAL GRADING IN ORDER TO PREVENT COMPACTION.
12. THE SIDE SLOPES OF THE BIORETENTION CELL SHALL BE 3H:1V OR FLATTER.
13. REPLACEMENT ENGINEERED SOIL SHALL BE MINNESOTA STORMWATER MANUAL 12-6.4.1.3 MIX B: ENHANCED FILTRATION BLEND (WELL BLENDED MIXTURE OF 50% (AASHTO M-6/ASTM C-33) CONCRETE SAND AND 20% MNDOT 3890 GRADE 1 LEAF LITTER COMPOST BY VOLUME. THE MATERIAL SUPPLIER SHALL PROVIDE DOCUMENTATION THAT THE COMPOST HAS BEEN SAMPLED AND TESTED AS REQUIRED BY THE SEAL OF TEST ASSURANCE (STA) PROGRAM OF THE UNITED STATES COMPOSTING COUNCIL (USCC). WASHED CONCRETE SAND SHALL MEET MNDOT GRADATION REQUIREMENT 3126.2F EXCEPT THAT THE #4 SIEVE SHALL ACHIEVE 85-95 PERCENT PASSING AND THE #8 SHALL ACHIEVE 75-90 PERCENT PASSING. THE ENGINEERED SOIL SHALL NOT CONTAIN ANY TOPSOIL OR FILTER AGGREGATE WITH FINES.
14. PERFORATED UNDER-DRAINS SHALL BE SLOTTED DUAL WALL HDPE WITHOUT SOCK.
15. NOTIFY THE ENGINEER PRIOR TO INSTALLING ANY SEED. ENGINEER SHALL FIELD CHECK ELEVATIONS, SOIL COMPACTION AND PERMEABILITY. NOTE: DEPENDING ON CONDITIONS OBSERVED, COMPACTION REMOVAL BY HAND MAY BE NEEDED PRIOR TO INSTALLING ANY SEED.
16. INSTALLED SEED REQUIRE A TOTAL OF 1" OF WATER PER WEEK AND ACTIVE WEED MANAGEMENT UNTIL WELL ESTABLISHED. WATER COSTS ARE CONSIDERED INCIDENTAL TO SEED INSTALLATIONS.

GRADING & EROSION CONTROL NOTES

1. CONTRACTOR TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION BY CALLING GOPHER STATE ONE CALL AT 1-800-252-1166 OR 651-454-0002.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
4. ACCEPTANCE OF INSTALLED PERIMETER EROSION CONTROL, INLET PROTECTION AND CONSTRUCTION ENTRANCE MUST BE MADE BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME TEMPORARY EROSION CONTROL MEASURES MAY BE INSTALLED AS GRADING OCCURS IN THE SPECIFIC AREA. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE WHEN TURF HAS BEEN ESTABLISHED.
6. CONTRACTOR TO ADHERE TO ALL REQUIREMENTS OF CITY, COUNT, STATE AND N.P.D.E.S PERMITS.
7. ALL EXPOSED SOIL AREAS WITHIN 100 FEET OF A WATER OF THE STATE OR ANY STORMWATER CONVEYANCE SYSTEM WHICH IS CONNECTED TO A WATER OF THE STATE MUST BE STABILIZED WITHIN 14 DAYS.
8. ALL CONSTRUCTION ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK ACROSS FULL WIDTH FROM ENTRANCE POINT TO 50 FEET INTO THE CONSTRUCTION ZONE.
9. INLET PROTECTION IS TO BE USED DURING CONSTRUCTION. SEE MNDOT SPECIFICATIONS.
10. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY, COUNTY, STATE AND N.P.D.E.S. PERMITS.
11. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF ACCUMULATED SILT IN FRONT OF SILT FENCES DURING THE DURATION OF THE CONSTRUCTION.
12. MAINTAIN EXISTING EROSION CONTROL. RE-ESTABLISH ANY EXISTING EROSION CONTROL DISTURBED BY CONSTRUCTION.
13. CONTRACTOR SHALL PROVIDE ADDITIONAL TEMPORARY EROSION CONTROL MEASURES AS REQUIRED FOR CONSTRUCTION.
15. REMOVE ALL EROSION CONTROL MEASURES AFTER VEGETATION IS ESTABLISHED.
16. THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS WITHIN 24 HOURS OF DISCOVERY.
17. IF BLOWING DUST BECOMES A NUISANCE, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.
18. SWEEP ADJACENT STREETS IN ACCORDANCE WITH CITY REQUIREMENTS.
19. INSPECT EROSION CONTROL DEVICES AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. IMMEDIATELY REPAIR FAILED OR FAILING EROSION CONTROL DEVICES.
20. MINIMIZE DISTURBANCE TO THE EXTENT FEASIBLE. DISTURBANCE OUTSIDE OF BASIN FOOTPRINT SHALL BE RESTORED WITH MNDOT CAT. 4 EROSION CONTROL BLANKET AND MNDOT SEED MIX 328.

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Project Name Ln2
COMMUNITY, COUNTY, STATE
STATE PROJECT NO. — CITY PROJECT NO. .

DETAILS 04

SHEET 10 OF 10 SHEETS

2013 PROJECT SCHEDULE

CITY PROJECT NO. 2011-15
ORCHARD TRAIL STORM WATER IMPROVEMENTS

Feb 13, 2012	Council authorized feasibility report
April 23, 2012	Receive Draft Feasibility
Dec. 10, 2012	Receive Feasibility and Set Public Hearing
Jan. 16, 2013	Information/Neighborhood Meeting
Jan 28, 2013	Public Hearing Establishing Storm Water Tax District, Ordering MS 103B, and ordering 429 Special Assessements. Council authorizes and approves plans and specifications. Council directs staff to submit Ad for Bid
March 25, 2013	Council Approval of EOR Additional Engineering Services
April 8, 2013 April 10, 2013	Submit CB AFB by 10:00 am, Submit SWR AFB by noon
April 14 & 21 April 15 & 22	AFB published in SWR AFB published in Construction Bulletin
May 7, 2013	Open Bids 10:00 am
May 13, 2013	Council Orders Projects and Award Contracts
May 27, 2013	Construction can commence
August 31, 2013	Final Completion

AGENDA ITEM 4I

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving and Ratifying the Submittal of a Grant Application for a TMDL Storm Water Grant with Minnesota Pollution Control Agency (MPCA) for City Project 2013-03 – SP 27 Storm Water Facilities Repairs

Meeting Date:	April 22, 2013
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
X	Other: MPCA TMDL Grant, Storm Water Utility Funds

PURPOSE/ACTION REQUESTED

Consider resolution approving and ratifying the submittal of a grant application for a Total Maximum Daily Load (TMDL) storm water grant with MPCA for City Project No. 2013-03 – SP 27 Storm Water Facilities Repairs.

SUMMARY

The City Engineering Staff has been working with the MPCA to apply for a 50 percent grant for City Project No. 2013-03 – SP 27 Storm Water Facilities Repairs.

The City applied for the TMDL grant by submitting a storm water application to be placed on the project priority list (PPL). This funding is available from the MPCA as outlined in the attached March 21, 2013 request. These funds would be utilized to improve infiltration in the basin and the area tributary to it on City Project No. 2013-03 – SP 27 Storm Water Facilities Repairs. The MPCA will be reviewing applications to rank projects on the PPL and to select projects eligible to receive funds.

The City will be providing matching funding for the TMDL program utilizing the City's storm water utility fund and in-kind engineering and project management services. The preliminary estimate for this project is $117,385 (see attached). A plan showing the project is attached for reference. Discussions with the MPCA have encouraged the City of Inver Grove Heights to apply for this $16 million dollar pool of funds.

The MPCA staff believes this project is a prime candidate for funding consideration in the 2013 construction season. Authorizing the submittal of an application will place this project on the MPCA Project Priority Listing to determine eligibility for the grant.

The City Engineer recommends adoption of the resolution approving and raifying the submittal of a grant application for the Storm Water TMDL Grant Program for City Project No. 2013-03 – SP 27 Storm Water Facilities Repairs.

TJK/kf

Attachment: Resolution
MPCA solicitation and short list
PPL – storm water application
Cost estimate
Project map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION APPROVING AND RATIFYING THE SUBMITTAL OF A GRANT APPLICATION TO THE MPCA FOR THE TMDL STORM WATER FINANCIAL ASSITANCE PROGRAM ON CITY PROJECT NO. 2013-03 – SP 27 STORM WATER FACILITIES REPAIRS

RESOLUTION NO. _____

WHEREAS, as part of the City's 2013 Improvement Program, the 2013-03 – SP 27 Storm Water Facilities Repairs has been identified for construction starting in 2013; and

WHEREAS, in order to improve water quality the City Council has authorized the development of storm water facilities with the construction project; and

WHEREAS, based on the storm water financial assistance solicitation received from the MPCA the City can submit an application for a 50 percent grant from their TMDL Storm Water Financing Program as outlined in the Council packet.

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

1. The City Council approves and ratifies the staff submission of an application seeking a 50 percent TMDL Storm Water Financial Assistance Grant from the MPCA for green infrastructure storm water facilities for City Project No. 2013-03 – SP 27 Storm Water Facilities Repairs.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd of April 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Tom Kaldunski

From: Innes, Alister (MPCA) [alister.innes@state.mn.us]
Sent: Tuesday, March 26, 2013 9:07 AM
To: 'merton.auger@ci.buffalo.mn.us'; 'areeves@ci.cannon-falls.mn.us'; 'dlarson@centervillemn.com'; 'jkeinath@ci.circle-pines.mn.us'; 'rellis@edenprairie.org'; 'RBintner@EdinaMN.gov'; 'bart.fischer@falconheights.org'; 'tburt@goldenvalleymn.gov'; Tom Kaldunski; 'joel.hanson@ci.little-canada.mn.us'; 'michael.thompson@ci.maplewood.mn.us'; 'kmcdonald@ci.new-hope.mn.us'; 'fboyles@cityofpriorlake.com'; 'dwight.johnson@ci.rosemount.mn.us'; 'bill.malinen@ci.roseville.mn.us'; 'gurban@cityvadnaisheights.com'; 'msather@whitebearlake.org'; 'sarntz@waconia.org'; 'jschaum@shoreviewmn.gov'; 'Jen@ci.oakdale.mn.us'; 'jpaulson@ci.hutchinson.mn.us'; 'daniel.huff@ci.minneapolis.mn.us'; 'msaam@cityofwsp.org'; 'rhaug@ElkRiverMN.gov'; 'scott.johnson@ci.medina.mn.us'; 'bjoynes@ci.shorewood.mn.us'; 'shelley@cityofwoodlandmn.org'
Cc: Dunn, Bill (MPCA); 'Johnson, Craig'
Subject: RE: Funding possibility

Quick follow-up:
It was suggested that our list of the 18 coal tar sealcoat ban cities with a TMDL Waste Load Allocation might be helpful, so here it is:

Circle Pines
Eden Prairie
Edina
Falcon Heights
Golden Valley
Inver Grove Heights
Maplewood
Medina
Minneapolis
New Hope
Oakdale
Prior Lake
Rosemount
Roseville
Shorewood
Vadnais Heights
Waconia
White Bear Lake

From: Innes, Alister (MPCA)
Sent: Thursday, March 21, 2013 12:26 PM
To: merton.auger@ci.buffalo.mn.us; areeves@ci.cannon-falls.mn.us; dlarson@centervillemn.com; jkeinath@ci.circle-pines.mn.us; rellis@edenprairie.org; RBintner@EdinaMN.gov; bart.fischer@falconheights.org; tburt@goldenvalleymn.gov; tkaldunski@invergroveheights.org; joel.hanson@ci.little-canada.mn.us; michael.thompson@ci.maplewood.mn.us; kmcdonald@ci.new-hope.mn.us; fboyles@cityofpriorlake.com; dwight.johnson@ci.rosemount.mn.us; bill.malinen@ci.roseville.mn.us; gurban@cityvadnaisheights.com; msather@whitebearlake.org; sarntz@waconia.org; jschaum@shoreviewmn.gov; Jen@ci.oakdale.mn.us; jpaulson@ci.hutchinson.mn.us; daniel.huff@ci.minneapolis.mn.us; msaam@cityofwsp.org; rhaug@ElkRiverMN.gov; scott.johnson@ci.medina.mn.us; bjoynes@ci.shorewood.mn.us; shelley@cityofwoodlandmn.org
Cc: Dunn, Bill (MPCA); Johnson, Craig
Subject: Funding possibility

Good afternoon everyone –

I wanted to let you know that, if your city is an MS4 with a Waste Load Allocation connected to an approved Total Maximum Daily Load study/plan, there may be a possibility of using available TMDL grant money to address contaminated sediments.

It appears that 18 of the 28 cities with coal tar sealcoat bans in place currently fit these criteria, and there are an additional 105 MS4 communities with Waste Load Allocations in place who would also be eligible.

This grant program is not focused on PAHs or coal tar sealcoat, and it covers wastewater projects and other types of stormwater projects in addition to pond clean-out. If your stormwater ponds have lost holding capacity or settling function due to sedimentation and this is impacting your ability to meet a phosphorus or total suspended solids Waste Load Allocation, however, then a grant from this program could help you meet the Waste Load Allocation AND clean up high-cost PAH/metals-contaminated sediment.

If you don't yet have a Waste Load Allocation, this is an annual offering so you could use it in the future.

More information on the program is available at the MPCA web page Wastewater and stormwater financial assistance at http://www.pca.state.mn.us/tchyb21. If you scroll down to the Project Priority List area, you can get a better idea of the program BUT don't be put off by the now-passed deadlines in the table.

INSTEAD, call my colleague Bill Dunn to talk about any ready-to-go (under way in 2013-2014) projects which could still find their way onto the list. His contact information is there, but in case you can't get access to the web, here it is as well: bill.dunn@state.mn.us or 651-757-2324 (office), 651-402-1639 (mobile).

Bill tells me that applicants can request up to $3 million.

Thanks for your time.

Al

Minnesota Pollution Control Agency
Resource Management and Assistance Division
651-757-2457
Great Lakes Coal Tar Sealcoat PAH Reduction Project
Green Chemistry and Design
Pollution Prevention

Tom Kaldunski

From: Tom Kaldunski
Sent: Thursday, April 11, 2013 9:13 AM
To: 'bill.dunn@state.mn.us'
Subject: FW: 2013-03
Attachments: 00095-0027_SP27-Sch+Cost-Est_20130327.pdf; 2013-03 Approved Plans 4-9-2013.pdf; 2013-04-11 Storm Water Application to the MPCA PPL- City Project 2013-03.pdf

Hi Mr. Dunn;

The city of Inver Grove Heights is going to submit an application to the MPCA to be considered for Storm Water Funding on City Project 2013-03 Regional Basin SP-27 Improvements .. This project is a good candidate for funding as a Green Infrastructure project as outlined on the Strom Water Application for the Project Priority List. A copy of the application is attached .

In addition , I have attached a copy of the project plans and the cost estimate (Total Project Cost $117,385with soft costs included). The project is ready to secure quotes for the project . The city planned to solicit quotes from 4 contractors for this project as I write this message . The schedule calls for construction this summer as outlined below .Please review the information and provide additional guidance to assist the city in seeking these TMDL grant funds as outlined in the MPCA's 3/21/2013 Email transmitted by Alister Innes .

The SP 27 improvement project will install engineered soils to improve the infiltration capacity of this regional basin , The proposed infiltration trench is intended to promote drainage into the underlying sandy subsoil . This basin has been affected by sediment from recent projects along TH 3 near Autumn Ave. The projects include city project 2008-XX Trunk Sewer and Water mains to serve the NW Area , and city project 2010-41 which installed turn lanes at Autumn Way, at MnDot request, for the Argenta Hills Development . This project will supplement other rain gardens and green infrastructure built with these projects .

Please contact me with any questions you may have . I will be following up this message with a mailed copy .

Thomas J. Kaldunski, PE
City Engineer
City of Inver Grove Heights
651-450-2572

From: Mike Edwards
Sent: Tuesday, April 09, 2013 2:55 PM
To: Tom Kaldunski
Subject: 2013-03

Tom,

Important dates for this project:

1. Pre-bid meeting on-site – April 15, 2013 at 10:00 am
2. Quotes due – April 26, 2013 by 10:00 am
3. Contract Award – May 6, 2013(Notice to proceed anticipated shortly thereafter)
4. Substantial Completion – October 15, 2013

Mike Edwards
City of Inver Grove Heights

Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

Project Priority List (PPL)

Stormwater Application

1. **Applicant name:** City of Inver Grove Heights, MN.
   Project area: City Project 2013-03 Regional Basin SP-27
   Town/city: Inver Grove Heights
   Population: 34,000
   County: Dakota
2. **Contact person:** THOMAS J. KALOUNSKI P.E.
   Address: 8150 Barbara Ave
   Phone: 651-450-2572 Fax:
   E-mail: tkalounski@invergroveheights.org.
3. **Project consultants/Firm name (if applicable):**
   Contact name:
   Address:
   Phone: Fax:
   E-mail:

4. Need or problem project addresses:	Yes/No	Short description
a. A water quality need?	☒ Yes ☐ No	Improve Infiltration Capacity Affected by Sediment
b. A water quantity need?	☒ Yes ☐ No	Improve Infiltration Affected by Sediment
c. Permanent stormwater treatment structures?	☐ Yes ☒ No	Culvert + EOF Exist under T.H. 3
d. Permanent infiltration techniques?	☒ Yes ☐ No	Placement of Sand trench + Engineer Soils
e. Treatment structure designs based on accepted engineering practices?	☐ Yes ☒ No	

5. **Please indicate if this project may be a Green Project Reserve (GPR) which are stormwater projects that are either categorical or non-categorical and have components or the entire project is applying to be determined GPR eligible.**

The U.S. Environmental Protection Agency (EPA) provided a guidance document listing examples of projects that will qualify for Green Project Reserve dollars. Below is a list of those examples. If the proposed project matches one or more of the examples, check the box next to the example that describes the project. For more information, see *CW Green Guidance* at http://www.pca.state.mn.us/water/wastewater-financial.html.

Categorical eligible project types

☐ 1. **Water Efficiency**
- ☐ a. Installation of water meters (applies only to drinking water distribution systems – contact the Minnesota Department of Health)
- ☐ b. Retrofit or replacement of water using fixtures, fittings, equipment or appliances
- ☐ c. Efficient landscape or agricultural irrigation equipment
- ☐ d. Systems to recycle gray water
- ☐ e. Reclamation, recycling, and reuse of existing rainwater, condensate, degraded water, stormwater, and/or wastewater streams.
- ☐ f. Collection system leak detection equipment
- ☐ g. Development and initial distribution of public education materials

☐ 2. **Energy Efficiency**
- ☐ a. Energy efficient retrofits and upgrades to pumps and treatment processes
- ☐ b. Leak detection equipment for treatment works
- ☐ c. Producing clean power for 212 treatment works on site (wind, solar, hydroelectric, geothermal, biogas powered combined heat and power)
- ☐ d. Pro-rata share of capital costs for offsite publicly owned clean energy facilities that provide power to a treatment works.

☐ **3. Green Infrastructure**

- ☐ a. Implementation of comprehensive street tree or urban forestry programs, including expansion of tree box sizes to manage additional stormwater and enhance tree health.
- ☒ b. Implementation of green streets (combinations of green infrastructure practices in transportation rights-of-ways), for either new development, redevelopment or retrofits
- ☐ c. Implementation of water harvesting and reuse programs or projects, where consistent with state and local laws and policies.
- ☐ d. Implementation of wet weather management systems for parking areas which include: the incremental cost of porous pavement, bioretention, trees, green roofs, and other practices that mimic natural hydrology and reduce effective imperviousness at one or more scales.
- ☒ e. Establishment and restoration of riparian buffers, floodplains, wetlands and other natural features.
- ☐ f. Downspout disconnection to remove stormwater from combined sewers and storm sewers.
- ☐ g. Comprehensive retrofit programs designed to keep wet weather out of all types of sewer systems using green infrastructure technologies and approaches.

☐ **4. Environmentally Innovative Projects**

- ☒ a. Green Infrastructure/Low Impact development stormwater projects
- ☐ b. Decentralized wastewater treatment and/or reuse projects that reduce energy consumption, recharge aquifers and reduce water withdrawals and treatment costs
- ☐ c. Projects that employ development and redevelopment practices that preserve or restore site hydrologic processes through sustainable landscaping and site design.
- ☐ d. Projects that use water balance approaches (water budgets) at the project, local or state level that preserve site, local or regional hydrology. Such an effort could pilot and show-case efforts to plan and manage in a concerted manner, surface and groundwater withdrawals, stream base flow (aquatic species protection), wetland and floodplain storage, groundwater recharge and regional or local reuse and harvesting strategies using a quantified methodology.
- ☐ e. Projects that demonstrate the energy savings and climate change implications of sustainable site design practices and the use of green infrastructure such as green roofs, increased tree canopy, reduced water consumption and potable water use due to sustainable site designs, rainwater harvesting and reuse and reductions in hard or infrastructure needed to manage stormwater and Combined Sewers Overflow (CSOs).
- ☐ f. Projects that demonstrate the differential uses of water based on the level of treatment and potential uses as a means to reducing the costs of treating all water to potable water standards.
- ☐ g. Projects that identify and quantify the benefits of using integrated water resources management approaches.

☐ **5. Non-categorical (describe)**

_____

_____

6. **Selected project and cost estimates (if known):** City Project 2013-03 Regional Basin SP-27 $117,385 (Total Project Cost) $91,707 Construction Only

7. **Current project status:** Plans Completed, City Preparing To Solicit Quotes

8. **Desired construction start date, if financing is available (month/year):** MAY 2013

Note: **Required attachments for storm sewered area projects.** A map of the project service area which has an identifiable scale, identifies all the existing and proposed structures with stormwater design flows and receiving waters.

On behalf of an eligible project as their authorized authority, I hereby submit this application for placement on the PPL:

Print Authorized Representaive Name: Thomas J. Kalousnski, PE Signature: Thomas J Kalousnski

Title: City Engineer Date: 4/10/2012

For more information, contact:

Bill Dunn, Clean Water Revolving Fund Coordinator at 651-757-2324 or bill.dunn@state.mn.us

www.pca.state.mn.us/water/wastewater-financial.html

PRELIMINARY PROJECT BID TAB

CITY PROJECT 2013-03 REGIONAL BASIN SP-27 STORMWATER FACILITY REPAIRS
CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA
EOR PROJECT NO. 00095-0027

Date: 3/27/2013

Schedule A

LINE ITEM	MN/DOT SPEC. NO.	BASE BID ITEM	ESTIMATED QUANTITY	VERIFIED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
		Part 1 - General and Erosion Control					
1		PERMITS	1.00		LS	$1,000.00	$ 1,000.00
2	2021	MOBILIZATION	1.00		LS	$5,000.00	$ 5,000.00
3	2573	SILT FENCE	225		LF	$3.40	$ 765.00
4	2573	BASIN DEWATERING	1.00		LS	$2,500.00	$ 2,500.00
5	2573	CONSTRUCTION ENTRANCE	1.00		LS	$1,500.00	$ 1,500.00
6	2573	STREET SWEEPING AND DUST CONTROL	2.5		HRS	$150.00	$ 375.00
		Total Part 1					**$ 11,140.00**
		Part 2 - Removals					
7	2573	REMOVE SILT FENCE	225		LF	$1.00	$ 225.00
8	2573	REMOVE CONSTRUCTION ENTRANCE	1.00		LS	$500.00	$ 500.00
		Total Part 2					**$ 225.00**
		Part 3 - Grading					
9	2105	COMMON EXCAVATION	662		CY	$15.00	$ 9,936.00
10	2105	COMMON EXCAVATION OF INFILTRATION TRENCH	89		CY	$15.00	$ 1,333.33
11	3149	ENGINEERED MIX B SOIL FOR INFILTRATION BASIN (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC COMPOST)	135		CY	$55.00	$ 7,437.83
12	3149	ENGINEERED MIX B SOIL FOR INFILTRATION TRENCH (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC COMPOST)	8		CY	$55.00	$ 458.33
13	3149	WASHED COARSE SAND FOR INFILTRATION TRENCH	81		CY	$45.00	$ 3,625.00
14		SUBGRADE SCARIFICATION TO 24"	11211		SF	$1.00	$ 11,211.00
		Total Part 3					**$ 34,001.50**
		Part 4 - Restoration					
15	2575	SEEDING, MNDOT SEED MIX 310 MODIFIED @ 82 lb / Acre	0.364		ACRE	$5,000.00	$ 1,821.85
16	2575	EROSION CONTROL BLANKET, CATEGORY 3	1765		SY	$2.50	$ 4,412.50
		Total Part 4					**$ 6,234.35**
		Part 5 - Other					
17	2564	INFILTRATION AREA MARKER X3-6A	2		EA	$300.00	$ 600.00
		Total Part 5					**$ 600.00**
		Subtotal					**$ 52,200.85**
		10% Contigency					**$ 5,220.08**
		Total					**$ 57,420.93**
		Add Alternate 1					
1	2211	REMOVE DAMAGED ASPHALT (2.5" X 168SY)	9		CY	$15.00	$ 141.39
2	2211	REMOVE,AND RECOMPACT CLASS 5 VIRGIN BASE (6" X 168SY)	41		CY	$30.00	$ 1,244.22
3	2360	BITUMINOUS ASPHALT (2.5" COMPACTED X 168SY) + TACK COAT	14		TONS	$260.00	$ 3,705.52
		Total Add Alternate					**$ 5,091.13**
		10% Contingency					**$ 509.11**
		Total					**$ 5,600.24**
		Grand Total				A	**$ 63,021.17**

PRELIMINARY PROJECT BID TAB

CITY PROJECT 2013-03 REGIONAL BASIN SP-27 STORMWATER FACILITY REPAIRS
CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA
EOR PROJECT NO. 00095-0027

Date: 3/27/2013

Schedule B

LINE ITEM	MN/DOT SPEC. NO.	BASE BID ITEM	ESTIMATED QUANTITY	VERIFIED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
		Part 1 - General and Erosion Control					
1	2573	STREET SWEEPING AND DUST CONTROL	2.5		HRS	$150.00	$ 375.00
		Total Part 1					**$ 375.00**
		Part 2 - Removals					
2	2573	REMOVE SILT FENCE			LF	$1.00	$ -
		Total Part 2					**$ -**
		Part 3 - Grading					
3	2105	COMMON EXCAVATION	442		CY	$15.00	$ 6,624.00
4	3149	ENGINEERED MIX B SOIL FOR INFILTRATION BASIN (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC COMPOST)	148		CY	$55.00	$ 8,114.33
5		SUBGRADE SCARIFICATION TO 24"	6704		SF	$1.00	$ 6,704.00
		Total Part 3					**$ 21,442.33**
		Part 4 - Restoration					
6	2575	SEEDING, MNDOT SEED MIX 310 MODIFIED @ 82 lb / Acre	0.212		ACRE	$5,000.00	$ 1,060.15
7	2575	EROSION CONTROL BLANKET, CATEGORY 3	1040		SY	$2.50	$ 2,601.11
		Total Part 4					**$ 3,661.26**
		Part 5 - Other					
8	2564	INFILTRATION AREA MARKER X3-6A	2		EA	$300.00	$ 600.00
		Total Part 5					**$ 600.00**
		Subtotal					**$ 26,078.59**
		10% Contigency					**$ 2,607.86**
		Total					**$ 28,686.45**
		Add Alternate 1					
1							
2							
3							
		Total Add Alternate					**$ -**
		10% Contingency					**$ -**
		Total					**$ -**
		Grand Total				(B)	**$ 28,686.45**

Total Const. (A+B) 91.708
28% LEAF 25.678
Total Project Cost 117.385

CITY OF INVER GROVE HEIGHTS

REGIONAL BASIN SP-27 - STORMWATER FACILITY MAINTENANCE

INVER GROVE HEIGHTS, MN 55077

CONSTRUCTION NOTE

CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO MAINTAIN OPERATION OF EXISTING UTILITIES THROUGHOUT THE DURATION OF THE PROJECT. IN THE EVENT THAT AN INTERRUPTION OF SERVICE IS UNAVOIDABLE IN ORDER TO COMPLETE THE WORK, CONTRACTOR SHALL PROVIDE ADEQUATE NOTIFICATION TO ALL AFFECTED BUSINESSES AND/OR RESIDENCES A MINIMUM OF 3 WORKING DAYS IN ADVANCE OF ANY INTERRUPTION.

LEGEND

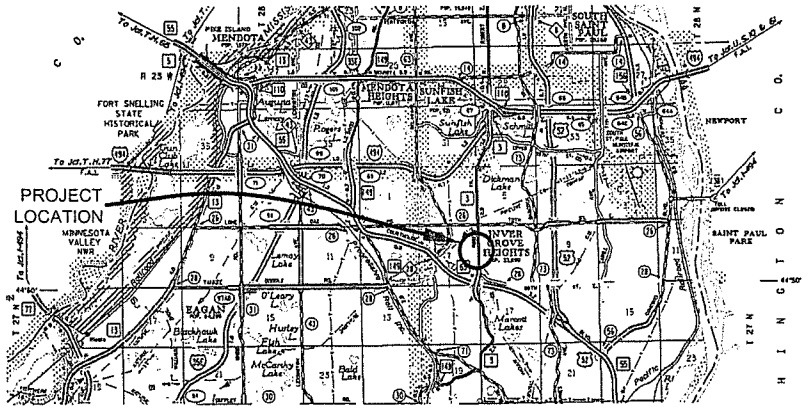
FEATURE	EXISTING	PROPOSED
SILT FENCE		
CONSTRUCTION FENCE		
DELINEATED WETLAND		
WATERLINE/SHORELINE		
OVERHEAD ELECTRIC LINES	E-O	
BURIED ELECTRIC LINES	E-U	
FIBER OPTIC LINES	FO	
GAS LINES	G	
PIPELINE	PL	
OVERHEAD TELEPHONE	T-O	
BURIED TELEPHONE	T-U	
TELEPHONE MANHOLE	T-U T	
TELEPHONE CABLE PEDESTAL	T-U T	
OVERHEAD CABLE TV	TV-O	
BURIED CABLE TV	TV-U	
TV CABLE PEDESTAL	TV-U TV	
BARBED WIRE FENCE		
CHAIN LINK FENCE		
STOCKADE/WOOD FENCE		
GUARD RAIL		
CENTER LINE ROADWAY		
CENTER LINE RAILROAD		
SANITARY SEWER LINE		
SANITARY SEWER FORCEMAIN		
SANITARY SEWER MANHOLE		
STORM SEWER LINE		
STORM SEWER CULVERT		
STORM SEWER FORCEMAIN		
STORM SEWER MANHOLE		
WATERMAIN		
WATERMAIN MANHOLE		
HYDRANT		
WATER VALVE	WV	WV

EXISTING UTILITIES

THE LOCATION OF UNDERGROUND FACILITIES AND/OR STRUCTURES AS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORD AT THE TIME THE PLANS WERE PREPARED AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT.

THE SUBSURFACE UTILITY INFORMATION SHOWN IS UTILITY QUALITY LEVEL D, AS DETERMINED USING THE GUIDELINES OF "CI/ASCE 38-02 STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION OF SAID UTILITIES DURING THE COURSE OF WORK.



GOPHER STATE ONE-CALL

All Minnesota excavators, including homeowners and farmers, are responsible for notifying GSOC of their proposed excavations so facility operators with underground facilities near the excavation site can be informed of pending excavation.

GSOC reminds you that anyone excavating in Minnesota must have their own one-call ticket. If you are a sub-contractor and you are excavating, protect yourself and your company by obtaining your own one-call ticket. The general contractor's ticket does not apply to subcontractors.

You must contact GSOC to provide information necessary to complete a locate ticket at least two (2) business days (not including weekends and holidays) before excavating. You may contact GSOC up to 14 calendar days prior to beginning excavation to provide facility operators additional time to mark the area of proposed excavation.

Methods of Providing Information for Locate Requests:
GSOC asks for your help when you are processing your locate requests during the busy digging season of April through October. If at all possible, avoid using the telephone to contact GSOC between the peak calling hours of 7 am and 11 am, Monday and Tuesday. Please use our E-Ticket system to submit your tickets, which can be submitted 24/7.

Note: Emergency calls are exempt from this request and are always accepted.

GSOC offers excavators several convenient options for providing information to process locate tickets:

E-Ticket: www.gopherstateonecall.org/submit

Telephone: Locates = 651-454-0002 or 800-252-1166 OR Emergency Locates = 866-640-3437
GSOC can be contacted between 8 am and 5 pm, Monday through Friday, April through October, and 7 am and 5 pm November through March to process excavation, most and non-excavation locate requests. Emergency locate requests may be submitted 24 hours a day. Before contacting GSOC, make sure all excavation information is ready.

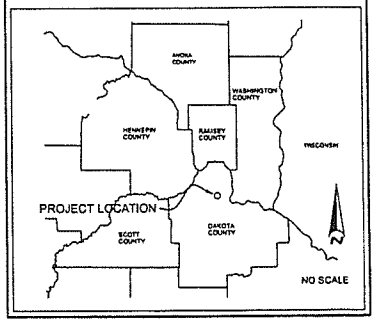
811
811 is another telephone number available to contact GSOC. With 811 being so close in numeric proximity to 911, you will first be instructed to make sure this is not an emergency for which 911 is applicable and that you are in fact trying to contact GSOC.

When your locate ticket is complete, you will be given a ticket number. Keep this ticket number to track which facility operators have responded to your one-call request.

GSOC

811 Know what's below. Call before you dig.

LOCATION MAP



SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
2	SCHEDULE OF QUANTITIES
3	EXISTING CONDITIONS
4	CONSTRUCTION PLAN
5	DETAILS

THIS PLAN SET CONTAINS FIVE (5) SHEETS

GOVERNING SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TEMPORARY CONTROL ZONE LAYOUTS.

CITY APPROVAL

THOMAS J. KALDUNSKI
CITY ENGINEER

DATE

CLIENT
CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

ENGINEER
EMMONS & OLIVIER RESOURCES, INC.
651 HALE AVENUE NORTH
OAKDALE, MINNESOTA 55128-7534
TELEPHONE: (651) 770-8448
FAX: (651) 770-2552
eorinc.com

NO	DATE	BY	REVISION
6			
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1			

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

RYAN M. FLEMING
DATE: 04-01-2013 LICENSE # 48211

SUBMISSION DATE: 04-01-2013
DESIGN BY: RMF DRAWN BY: DRL
EOR PROJECT NO. 00005-0027

EOR Emmons & Olivier Resources, Inc.
651 Hale Avenue North
Oakdale, MN 55128
Tele: 651.770.8448
www.eorinc.com
water ecology community

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

2013-03
SP-27 STORMWATER
FACILITY MAINTENANCE

STATE PROJECT NO. | CITY PROJECT NO. 2013-03

TITLE SHEET

SHEET 01 OF 05 SHEETS

LINE ITEM	MNDOT SPEC. NO	BASE BID ITEM	ESTIMATED QUANTITY	VERIFIED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
		Part 1 - General and Erosion Control					
1		PERMITS	1.00		LS		
2	2021	MOBILIZATION	1.00		LS		
3	2573	SILT FENCE	225		LF		
4	2573	BASIN DEWATERING	1.00		LS		
5	2573	CONSTRUCTION ENTRANCE	1.00		LS		
6	2573	STREET SWEEPING AND DUST CONTROL	2.5		HRS		
		Total Part 1					$ -
		Part 2 - Removals					
7	2573	REMOVE SILT FENCE	225		LF		
8	2573	REMOVE CONSTRUCTION ENTRANCE	1.00		LS		
		Total Part 2					$ -
		Part 3 - Grading					
9	2105	COMMON EXCAVATION (LV)	862		CY		
10	2105	COMMON EXCAVATION OF INFILTRATION TRENCH (LV)	89		CY		
11	3149	ENGINEERED MIX B SOIL FOR INFILTRATION BASIN (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC COMPOST) (LV)	138		CY		
12	3149	ENGINEERED MIX B SOIL FOR INFILTRATION TRENCH (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC COMPOST) (LV)	8		CY		
13	3149	WASHED COARSE SAND FOR INFILTRATION TRENCH (LV)	81		CY		
14		SUBGRADE SCARIFICATION TO 24"	11211		SF		
		Total Part 3					$ -
		Part 4 - Restoration					
15	2575	SEEDING, MNDOT SEED MIX 310 MODIFIED @ 82 lb / Acre	0.364		ACRE		
16	2575	EROSION CONTROL BLANKET, CATEGORY 3	1765		SY		
		Total Part 4					$ -
		Part 5 - Other					
17	2564	INFILTRATION AREA SIGNAGE X3-6A	2		LS		
		Total Part 5					$ -
		Total Schedule A BASE BID					$ -
		Add Alternate 1					
1	2211	REMOVE DAMAGED ASPHALT (2.5" X 16ft5Y)	9		CY		
2	2211	REMOVE AND RECOMPACT CLASS 5 VIRGIN BASE (5" X 16ft5Y)	41		CY		
3	2360	BITUMINOUS ASPHALT (2.5" COMPACTED X 16ft5Y) + TACK COAT	14		TONS		
		Total Add Alternate					$ -

1/2 SCHEDULE A

LINE ITEM	MNDOT SPEC. NO	BASE BID ITEM	ESTIMATED QUANTITY	VERIFIED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
		Part 1 - General and Erosion Control					
1	2573	STREET SWEEPING AND DUST CONTROL	2.5		HRS		
		Total Part 1					$ -
		Part 3 - Grading					
3	2105	COMMON EXCAVATION (LV)	442		CY		
4	3149	ENGINEERED MIX B SOIL FOR INFILTRATION BASIN (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC COMPOST) (LV)	148		CY		
5		SUBGRADE SCARIFICATION TO 24"	6704		SF		
		Total Part 3					$ -
		Part 4 - Restoration					
6	2575	SEEDING, MNDOT SEED MIX 310 MODIFIED @ 82 lb / Acre	0.212		ACRE		
7	2575	EROSION CONTROL BLANKET, CATEGORY 3	1040		SY		
		Total Part 4					$ -
		Part 5 - Other					
8	2564	INFILTRATION AREA SIGNAGE X3-6A	2		LS		
		Total Part 5					$ -
		Total Schedule B BASE BID					$ -

2/2 SCHEDULE B

SCHEDULE SEQUENCING:
SCHEDULE A INCLUDES WORK WITHIN THE MNDOT RIGHT-OF-WAY (ROW). SHOULD THE PROJECT ONLY INCLUDE SCHEDULE A WORK, ACCESS WILL BE VIA THE DRIVEWAY SOUTH OF BASIN SP-27 AND ALL WORK MUST BE CONTAINED WITHIN THE ROW. THE DRIVEWAY SHALL BE RESTORED TO THE EXISTING CONDITION AND ANY BITUMINOUS REPLACEMENT WILL OCCUR UP TO THE EXISTING SAW CUT.

SCHEDULE B INCLUDES WORK ON PRIVATE PROPERTY THROUGH A TEMPORARY (OR PERMANENT) EASEMENT (TO BE DETERMINED). IF SCHEDULE B WORK IS INCLUDED IN THE PROJECT, IT WILL BE IN ADDITION TO SCHEDULE A WORK AND ACCESS MAY BE VIA THE CITY OWNED PROPERTY LOCATED NORTH OF BASIN SP-27.

THE CITY WILL OBTAIN MNDOT ROW PERMIT FOR THE PROJECT; CONTRACTOR IS RESPONSIBLE FOR PERMIT FEES AND ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE PERMIT.

Mixture: Wet Forbs [3]		
Common Name	Botanical Name	% of Mix
Fragrant giant hyssop	*Agastache foeniculum*	4.0
~~Water plantain~~	~~*Alisma subcordatum*~~	~~4.0~~
~~Meadow-garlic~~	~~*Allium canadense*~~	~~1.0~~
Canada anemone	*Anemone Canadensis*	4.0
Marsh milkweed	*Asclepias incarnata*	4.0
~~Panicled aster~~	~~*Aster simplex*~~	~~3.0~~
New England aster	*Aster novaeangliae*	3.0
Red-stalked aster	*Aster puniceus*	3.0
~~Flat-topped aster~~	~~*Aster umbellatus*~~	~~1.0~~
~~Canada tick trefoil~~	~~*Desmodium glutinosum*~~	~~1.0~~
Joe-pye weed	*Eupatorium maculatum*	10.0
Boneset	*Eupatorium perfoliatum*	10.0
~~Grass-leaved goldenrod~~	~~*Solidago graminifolia*~~	~~2.0~~
Sneezeweed	*Helenium autumnale*	4.0
~~Giant sunflower~~	~~*Helianthus giganteus*~~	~~3.0~~
Common ox-eye	*Heliopsis helianthoides*	4.0
~~Great St. John's-wort~~	~~*Hypericum pyramidatum*~~	~~3.0~~
Wild iris	*Iris versicolor*	6.0
Tall blazingstar	*Liatris pycnostachya*	8.0
Wild bergamot	*Monarda fistulosa*	10.0
~~White prairie clover~~	~~*Dalea candidum*~~	~~1.0~~
Purple prairie clover	*Dalea purpureum*	6.0
Mountain mint	*Pycnanthemum virginianum*	3.0
Black-eyed susan	*Rudbeckia hirta*	8.0
Stiff goldenrod	*Solidago rigida*	4.0
~~Tall meadow rue~~	~~*Thalictrum dasycarpum*~~	~~2.0~~
Blue vervain	*Verbena hastata*	14.0
Ironweed	*Veronia fasciculata*	1.0
~~Culver's root~~	~~*Veronicastrum virginicum*~~	~~3.0~~
Golden Alexander	*Zizea aurea*	4.0
	Total:	100.0

Rate: 2 lbs/acre bulk

[3] Acceptable origin and variety for all Wet Forbs are MN Certified (VT), MN wild-type. Minimum percent purity is 80% and minimum percent Germination is 40% for all Wet Forbs.

3/2 MN/DOT MIX 310 MODIFIED FORBS

UTILITY OWNERS:

COMCAST - NEW CONSTRUCTION
DONALD DRAEGER, CONSTRUCTION COORDINATOR
2811 FAIRVIEW AVENUE NO.
ROSEVILLE, MN 55113
651-493-5170 (OFFICE)
612-581-8799 (CELL)
651-493-5116 (FAX)
DONALD_DRAEGER@CABLE.COMCAST.COM

COMCAST - RECONSTRUCTION
KEVIN STROP
2831 FAIRVIEW AVENUE N.
ROSEVILLE, MN 55113
651-493-5406 (OFFICE)
651-493-5116 (FAX)
KEVIN_STROP@CABLE.COMCAST.COM

DAKOTA ELECTRIC - RECONSTRUCTION
SUE PARISEAU
4300 220TH STREET W.
FARMINGTON, MN 55024
651-463-6373 (OFFICE); 651-307-6373 (CELL)
651-463-6256 (FAX)
SPARISEAU@DAKOTAELECTRIC.COM

DAKOTA ELECTRIC - NEW RESIDENTIAL
SUE PARISEAU
4300 220TH STREET W.
FARMINGTON, MN 55024
651-463-6373 (OFFICE); 651-307-6373 (CELL)
651-463-6256 (FAX)
SPARISEAU@DAKOTAELECTRIC.COM

DAKOTA ELECTRIC - NEW COMMERCIAL
COREY WILLERT
4300 220TH STREET W.
FARMINGTON, MN 55024
651-463-6292
CWILLERT@DAKOTAELECTRIC.COM

XCEL ENERGY - ELECTRIC
JEREMY MOORE
ASSOCIATE DESIGNER
3000 MAXWELL AVENUE
NEWPORT, MN 55055
651-458-1256
651-458-1260 (FAX)
JEREMY.A.MOORE@XCELENERGY.COM

XCEL ENERGY - GAS
BOB FOLEY
GAS DESIGNER
3000 MAXWELL AVENUE
NEWPORT, MN 55055
651-458-1243
612-539-8409 (PAGER)
ROBERT.G.FOLEY@XCELENERGY.COM

XCEL ENERGY - GAS ENGINEERING
JOHN BROWERS
825 RICE STREET
ST. PAUL, MN 55117
651-229-5315 (PHONE); 651-799-8238 (CELL)
651-229-7378 (FAX)
JOHN.E.M.BROWERS@XCELENERGY.COM

XCEL ENERGY - ELECTRIC DESIGN MANAGER
SUE GILLE
MANAGER - ELECTRIC DISTRIBUTION DESIGN
3000 MAXWELL AVENUE
NEWPORT, MN 55055
651-458-4471
SUSAN.M.GILLE@XCELENERGY.COM

XCEL ENERGY - GAS DESIGN MANAGER
GARY WITZANY
MANAGER - GAS DISTRIBUTION DESIGN
825 RICE STREET
ST. PAUL, MN 55117
651-229-2434
GARY.R.WITZANY@XCELENERGY.COM

XCEL ENERGY - COMMUNITY & LOCAL GOVERNMENT RELATIONS
COLETTE JUREK
MANAGER - COMMUNITY & LOCAL GOVERNMENT RELATIONS
3000 MAXWELL AVENUE
NEWPORT, MN 55055
651-458-1229
612-206-3501 (CELL)
COLETTE.C.JUREK@XCELENERGY.COM

CENTURYLINK
PAT SLAVIK, DESIGN ENGINEER
240 COMMERCE DRIVE
WOODBURY, MN 55125
651-730-1311 (BUSINESS); 651-786-2128 (CELL)
651-730-1305 (PRIMARY PHONE)
651-730-1383 (FAX)
PATRICK.SLAVIK@QWEST.COM

MAGELLAN PIPELINE
HOWARD WHITE
3728 PATTON ROAD
ROSEVILLE, MN 55113
612-759-5452
HOWARD.T.WHITE@MAGELLANLP.COM

NO	DATE	BY	REVISION
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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
RYAN D. FLEMING
DATE: 04-01-2013 LICENSE # 46211

SUBMISSION DATE: 04-01-2013
DESIGN BY PMF DRAWN BY DRL
EOR PROJECT NO. 00095-0037

Emmons & Olivier Resources, Inc.
651 Hale Avenue North
Oakdale, MN 55128
Tel: 651.770.8448
www.eorinc.com

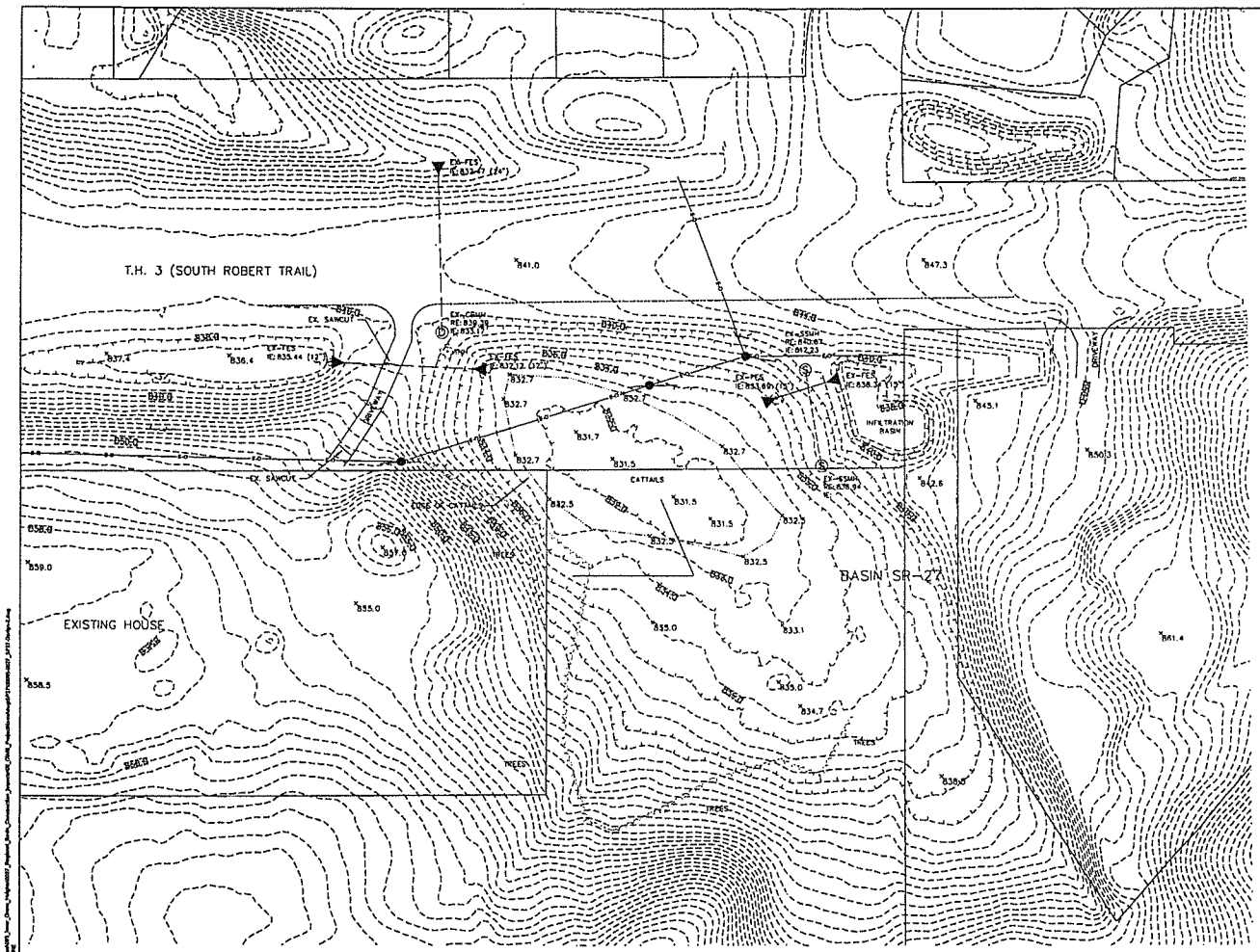
CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

2013-03
SP-27 STORMWATER
FACILITY MAINTENANCE

STATE PROJECT NO. CITY PROJECT NO. 2013-03

SCHEDULE OF QUANTITIES

SHEET 02 OF 05 SHEETS



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RYAN A. FLEMING
DATE: 04-01-2013 LICENSE # 46211

SUBMISSION DATE: 04-01-2013
DESIGN BY RMF DRAWN BY DRL
EOR PROJECT NO. 00095-0027

Emmons & Olivier Resources, Inc.
651 Hale Avenue North
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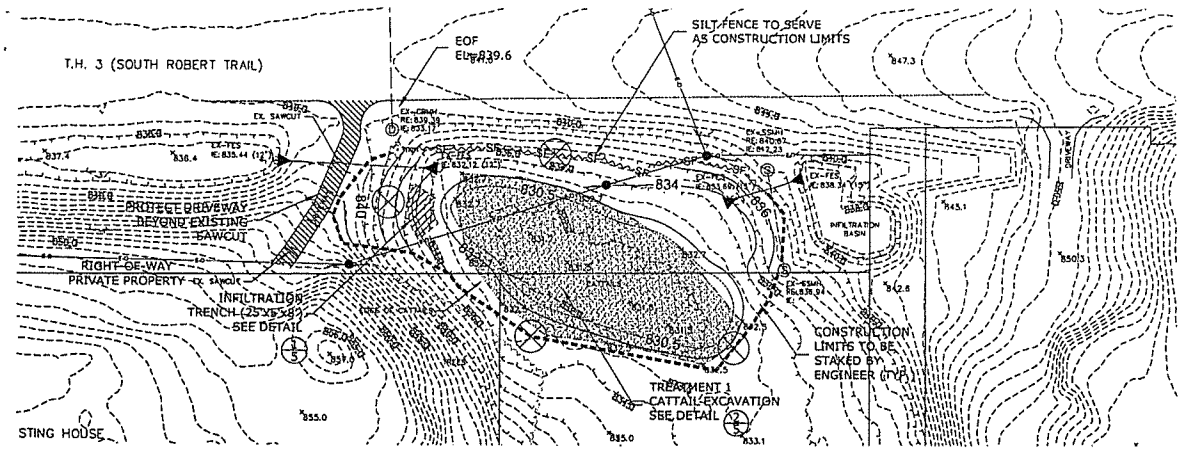
CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

2013-03
SP-27 STORMWATER
FACILITY MAINTENANCE

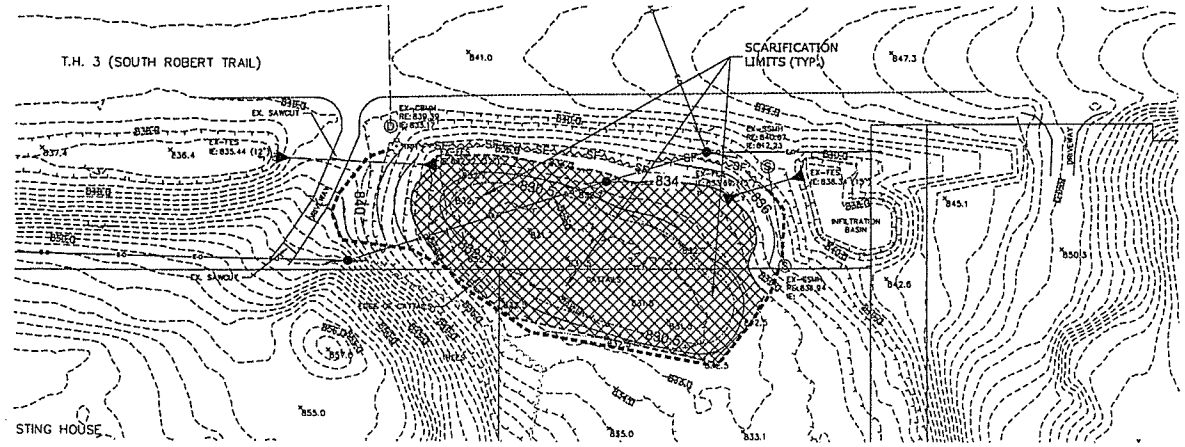
STATE PROJECT NO. CITY PROJECT NO. 2013-03

EXISTING CONDITIONS

SHEET 03 OF 05 SHEETS



GRADING PLAN



SUBGRADE SCARIFICATION PLAN

LEGEND

- EXISTING STORM SEWER
- EXISTING RIGHT-OF-WAY AND LOT LINES
- CATTAIL REMOVAL LIMITS
- SCARIFICATION LIMITS
- SILT FENCE
- CONSTRUCTION LIMITS
- INFILTRATION AREA SIGN

NOTE: ALL DISTURBED AREA SHALL BE STABILIZED WITH MODIFIED MN/DOT MIX 310 AND CATEGORY 3 EROSION CONTROL BLANKET.

Know what's below. Call before you dig.

SCALE IN FEET

NO	DATE	BY	REVISION
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RYAN M. FLEMING
DATE: 04-01-2013 LICENSE # 46211

SUBMISSION DATE: 04-01-2013
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2013-03
SP-27 STORMWATER
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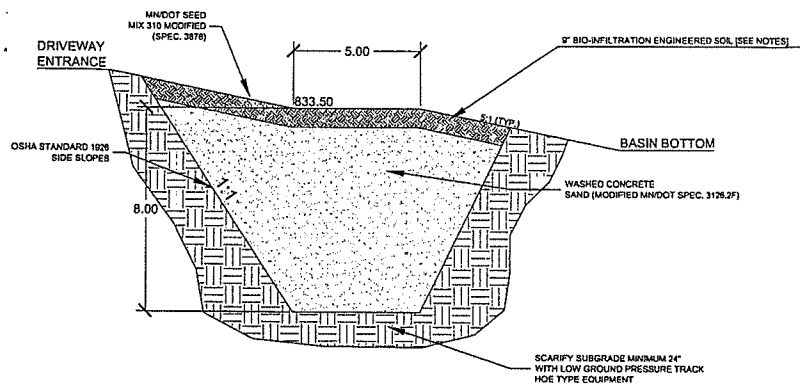
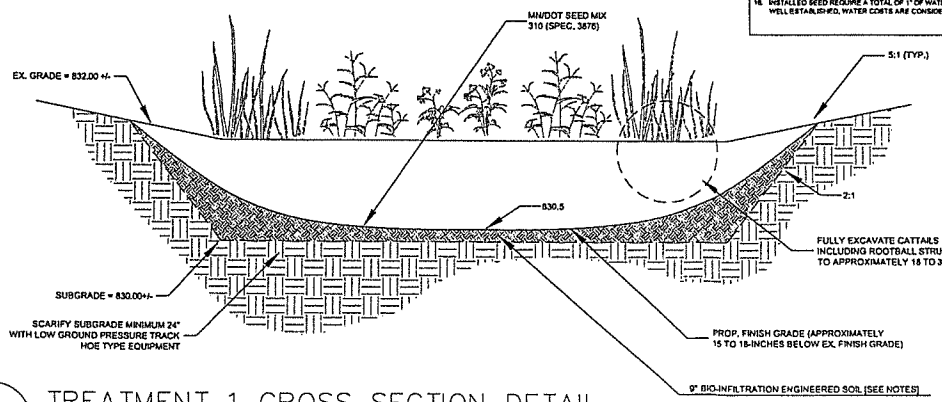
STATE PROJECT NO. CITY PROJECT NO. 2013-03

CONSTRUCTION PLAN

SHEET 04 OF 05 SHEETS



1/5 INFILTRATION TRENCH CROSS SECTION



2/5 TREATMENT 1 CROSS SECTION DETAIL

BASIN & INFILTRATION TRENCH CONSTRUCTION SEQUENCING

THE FOLLOWING RECOMMENDED CONSTRUCTION SEQUENCING HAS BEEN ESTABLISHED TO PROTECT THE INFILTRATION INTEGRITY OF THE BIOINFILTRATION BASIN. ANY AND ALL DEVIATIONS FROM THE PROPOSED SCHEDULE MUST BE PRE-APPROVED BY THE PROJECT ENGINEER. ABSOLUTELY NO STOCKPILING, STAGING, OR TRAFFIC IS PERMITTED WITHIN THE BIOINFILTRATION BASIN AT ANY TIME.

1. ALL WORK MUST COMPLY WITH DAKOTA COUNTY LOW IMPACT DEVELOPMENT STANDARDS. (SEE WWW.DAKOTASWCD.ORG.)
2. THE CITY OF INVER GROVE HEIGHTS IS PROVIDING QUALITY CONTROL AND FIELD VERIFICATIONS OF THE BIORETENTION INSTALLATIONS. ENGINEER FIELD VERIFICATION IS REQUIRED PRIOR TO BURYING ANY WORK AND/OR INSTALLING ANY CONCRETE, MULCH AND/OR PLANT MATERIALS.
3. THE BIORETENTION AREAS MUST BE STAKED OFF AND MARKED TO KEEP ALL CONSTRUCTION TRAFFIC, EQUIPMENT AND MATERIAL STOCKPILES OUT OF THE PROPOSED BIORETENTION AREAS.
4. BIORETENTION PRACTICES SHALL NOT BE EXCAVATED UNTIL THE CONTRIBUTING DRAINAGE AREAS WITH EXPOSED SOILS HAVE BEEN FULLY STABILIZED AND BITUMINOUS BASE COURSE INSTALLED ON CONTRIBUTING PAVEMENT AREAS. DIVERT UPLAND DRAINAGE AREAS TO PREVENT RUNOFF FROM ENTERING THE EXCAVATED CELL OR INTO THE WORK AREA. DO NOT USE BIORETENTION CELLS AS TEMPORARY SEDIMENT BASINS OR ALLOW CONSTRUCTION RUNOFF INTO THE CELL.
5. DELIVER SAMPLE MATERIALS FOR CITY APPROVAL PRIOR TO BEGINNING THE INSTALLATION. SUFFICIENT MATERIAL QUANTITIES SHALL BE ONSITE TO COMPLETE THE INSTALLATION AND STABILIZE EXPOSED SOIL AREAS WITHOUT DELAY.
6. CARE MUST BE TAKEN TO AVOID CONTAMINATION OF ENGINEERED SOILS WITH SEDIMENT, IN-SITU OR TOPSOIL DURING AND AFTER INSTALLATIONS. MATERIALS MUST BE SEGREGATED.
7. INSTALLATION WITH DRY SOIL CONDITIONS IS CRITICAL TO PREVENT SMEARING AND COMPACTION. SCHEDULE WORK FOR PERIODS OF DRY WEATHER. DO NOT WORK IF SOIL CONDITIONS ARE WET. EXCAVATIONS, SOIL PLACEMENT AND RAPID STABILIZATIONS OF PERIMETER SLOPES WITH TURF SOD MUST BE COMPLETED BEFORE THE NEXT PRECIPITATION EVENT. TURF SOD PLACED IN FLOW PATHS SHALL BE SECURED WITH 4 FT LEAST 2 STAKES PER SQUARE YARD. PLACE STAKES ALONG UPHILL SEAM EDGES TO PREVENT UNDERMINING FLOWS UNTIL SOD ROOTS ESTABLISH.
8. DO NOT LEAVE INFILTRATION AREAS AND/OR PERIMETER SLOPES EXPOSED OVERNIGHT. SECURE THE SITE FROM RISK OF PRECIPITATION DAMAGES AT THE END OF EVERY WORK DAY. IN THE EVENT OF RAIN, TAKE ACTION TO DIVERT STORMWATER AWAY FROM THE WORK AREA AND TEMPORARILY COVER ALL EXPOSED SOILS WITH FILTER FABRIC OR IMPERMEABLE SHEETING.
9. LOW GROUND PRESSURE EQUIPMENT IS TO BE USED WITHIN FOOTPRINT OF INFILTRATION BASIN AND TRENCH SUBGRADE/FINISH GRADE CONSTRUCTION.
10. PROJECT ENGINEER TO APPROVE SUBGRADE OF INFILTRATION BASIN AND TRENCH PRIOR TO INSTALLATION OF WASHED CONCRETE SAND.
11. CITY FIELD OBSERVATION OF EXCAVATION AND SOIL PLACEMENT IS REQUIRED. NOTIFY ENGINEER PRIOR TO DIGGING. USE BACKHOE WITH TOOTH BUCKET FOR CELL EXCAVATION TO AVOID COMPACTING OR SMEARING OF SOILS. (DO NOT USE SKID STEER FOR EXCAVATION WITHIN THE CELL). USE TOOTH BUCKET TO SCARIFY (RIP) UNDERLYING SOILS 24" DEEP TO REMOVE COMPACTION. GENTLY MIX THE FIRST LIFT OF ENGINEERED SOILS WITH THE LOOSENED UNDERLYING SOILS TO AVOID STRATIFICATION AND PROMOTE PERMEABILITY. USE EXCAVATOR BUCKET TO PLACE MATERIALS. CONSTRUCTION EQUIPMENT SHALL NOT BE ALLOWED INTO THE BASIN. CARE SHOULD BE TAKEN DURING LEVELING AND FINAL GRADING IN ORDER TO PREVENT COMPACTION.
12. THE SIDE SLOPES OF THE BIORETENTION CELL SHALL BE 3H:1V OR FLATTER.
13. REPLACEMENT ENGINEERED SOIL SHALL BE MINNESOTA STORMWATER MANUAL 12.4.4.1.2 MIX B: ENHANCED FILTRATION BLEND (WELL BLENDED MIXTURE OF 50% (ASRTM ASASTM C-33) CONCRETE SAND AND 20% MNDOT 3890 GRADE 3 LEAF LITTER COMPOST BY VOLUME. THE MATERIAL SUPPLIER SHALL PROVIDE DOCUMENTATION THAT THE COMPOST HAS BEEN SAMPLED AND TESTED AS REQUIRED BY THE SEAL OF TEST ASSURANCE (STA) PROGRAM OF THE UNITED STATES COMPOSTING COUNCIL (USCC). WASHED CONCRETE SAND SHALL MEET MNDOT GRADATION REQUIREMENT 3126.2F EXCEPT THAT THE #4 SIEVE SHALL ACHIEVE 95-98 PERCENT PASSING AND THE #8 SHALL ACHIEVE 75-90 PERCENT PASSING. THE ENGINEERED SOIL SHALL NOT CONTAIN ANY TOPSOIL OR FILTER AGGREGATE WITH FINES.
14. PERFORATED UNDER-DRAINS SHALL BE SLOTTED DUAL WALL HDPE WITHOUT SOCK.
15. NOTIFY THE ENGINEER PRIOR TO INSTALLING ANY SEED. ENGINEER SHALL FIELD CHECK ELEVATIONS, SOIL COMPACTION AND PERMEABILITY. NOTE: DEPENDING ON CONDITIONS OBSERVED, COMPACTION REMOVAL BY HAND MAY BE NEEDED PRIOR TO INSTALLING ANY SEED.
16. INSTALLED SEED REQUIRE A TOTAL OF 1" OF WATER PER WEEK AND ACTIVE WEED MANAGEMENT UNTIL WELL ESTABLISHED. WATER COSTS ARE CONSIDERED INCIDENTAL TO SEED INSTALLATIONS.

GRADING & EROSION CONTROL NOTES

1. CONTRACTOR TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION BY CALLING GOPHER STATE ONE CALL AT 1-800-252-1166 OR 651-454-0002.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
4. ACCEPTANCE OF INSTALLED PERIMETER EROSION CONTROL, INLET PROTECTION AND CONSTRUCTION ENTRANCE MUST BE MADE BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME TEMPORARY EROSION CONTROL MEASURES MAY BE INSTALLED AS GRADING OCCURS IN THE SPECIFIC AREA. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE WHEN TURF HAS BEEN ESTABLISHED.
5. CONTRACTOR TO ADHERE TO ALL REQUIREMENTS OF CITY, COUNT, STATE AND N.P.D.E.S PERMITS.
7. ALL EXPOSED SOIL AREAS WITHIN 100 FEET OF A WATER OF THE STATE OR ANY STORMWATER CONVEYANCE SYSTEM WHICH IS CONNECTED TO A WATER OF THE STATE MUST BE STABILIZED WITHIN 14 DAYS.
8. ALL CONSTRUCTION ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK ACROSS FULL WIDTH FROM ENTRANCE POINT TO 50 FEET INTO THE CONSTRUCTION ZONE.
9. INLET PROTECTION IS TO BE USED DURING CONSTRUCTION. SEE MNDOT SPECIFICATIONS.
10. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY, COUNTY, STATE AND N.P.D.E.S. PERMITS.
11. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF ACCUMULATED SILT IN FRONT OF SILT FENCES DURING THE DURATION OF THE CONSTRUCTION.
12. MAINTAIN EXISTING EROSION CONTROL. RE-ESTABLISH ANY EXISTING EROSION CONTROL DISTURBED BY CONSTRUCTION.
13. CONTRACTOR SHALL PROVIDE ADDITIONAL TEMPORARY EROSION CONTROL MEASURES AS REQUIRED FOR CONSTRUCTION.
18. REMOVE ALL EROSION CONTROL MEASURES AFTER VEGETATION IS ESTABLISHED.
19. THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS WITHIN 24 HOURS OF DISCOVERY.
17. IF BLOWING DUST BECOMES A NUISANCE, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.
18. SWEEP ADJACENT STREETS IN ACCORDANCE WITH CITY REQUIREMENTS.
19. INSPECT EROSION CONTROL DEVICES AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. IMMEDIATELY REPAIR FAILED OR FAILING EROSION CONTROL DEVICES.
20. MINIMIZE DISTURBANCE TO THE EXTENT FEASIBLE. DISTURBANCE OUTSIDE OF BASIN FOOTPRINT SHALL BE RESTORED WITH MNDOT CAT. 4 EROSION CONTROL BLANKET AND MNDOT SEED MIX 328.

X3-4a: 1.6" Radius, 0.4" Border, Yellow on Black;
"KEEP OFF" D;
1.6" Radius, 0.4" Border, 0.4" Inset, Black on Yellow;
"INFILTRATION" D; "AREA" D;

SIGNAGE NOTES

1. U CHANNEL POST SHALL CONFORM TO MNDOT SPEC. 3401 AND HAVE A NOMINAL WEIGHT OF 2 LBS/FOOT AND SHALL BE GALVANIZED ACCORDING TO ASTM A123.
2. POST SHALL BE BURIED 3-FEET MINIMUM 8-FEET ABOVE GROUND.
3. MOUNTING HOLES SHALL BE 3-INCHES ON CENTER.

NO	DATE	BY	REVISION
6			
5			
4			
3			
2			
1			

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

KEVIN J. FLEMING
DATE: 04-01-2013 LICENSE # 46211

SUBMISSION DATE: 04-01-2013
DESIGN BY RMF DRAWN BY DRL
EOR PROJECT NO. 0009A.0027

Emmons & Olivier Resources, Inc.
651 Hale Avenue North
Oakdale, MN 55128
Tele: 651.770.8448
www.eorinc.com

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

2013-03
SP-27 STORMWATER
FACILITY MAINTENANCE

STATE PROJECT NO. CITY PROJECT NO. 2013-03

DETAILS

SHEET 05 OF 05 SHEETS

AGENDA ITEM 4J

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Accept Quotes and Approve Proposal from SEH, Inc. for a Wetland Delineation Report for City Project No. 2012-07 – Bohrer Pond Northwestern Pre-treatment Basin Restoration

Meeting Date:	April 22, 2013
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

SDT

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Storm Water Utility Fund

PURPOSE/ACTION REQUESTED

Accept quotes and approve proposal from SEH, Inc. for a Wetland Delineation Report on City Project No. 2012-07 – Bohrer Pond Northwestern Pre-treatment Basin Restoration.

SUMMARY

As part of the City's MS4 permit process, the City has implemented a program for inspecting the storm sewer system, outlet structures and storm water facilities such as ponds and treatment basins. This program has identified a need for pond excavation to restore a sedimentation basin to protect Bohrer Pond and to implement storm sewer cleaning near the intersection of Claude Way and Carmen Avenue. A preliminary plan for excavating areas filled with sediment has been developed as part of City Project No. 2012-07 - Bohrer Pond Northwestern Pre-treatment Basin Restoration (see attached concept plan).

The City is conducting preliminary engineering design, permitting, and review on this project location (see map). In order to advance the project designs and permits, a wetland delineation report is needed to ensure regulatory compliance with excavation. Quotes were requested from three engineering firms in our consulting engineers' pool.

The City received three quotes for wetland evaluations and delineations for work on City Project No. 2012-07 – Bohrer Pond Northwestern Pre-treatment Basin.

SEH, Inc.	$1,900.00
Barr Engineering	$3,200.00
EOR, Inc.	$6,002.00

Based on a review of the proposals and expertise, I recommend accepting the quote from SEH, Inc. dated April 15, 2013. A copy of this proposal is attached. The wetland delineation report will be funded through the Storm Water Utility Fund.

It is recommended that the City Council award the wetland delineation to SEH, Inc. in the amount of $1,900.00 for City Project No. 2012-07 - Bohrer Pond Northwestern Pre-treatment Basin Restoration as outlined in their April 15, 2013 proposal.

TJK/kf
Attachments: SEH, Inc. Proposal
Concept plan – Bohrer Pond NW Pre-treatment Basin

WETLAND DELINEATION PROPOSAL

TO: Tom Kaldunski, City of Inver Grove Heights

FROM: Deric Deuschle, SEH

DATE: April 15, 2013

RE: Bohrer Pond Pretreatment Basin Wetland Delineation
SEH No. INVER 14.00

Please accept this letter proposal for wetland services related to the construction of a pre-treatment basin for Bohrer Pond. It is understood that a wetland delineation is requested for an area located in the southeast quadrant of the intersection of Carmen Avenue and Claude Way, which is in the northwest side of Bohrer Pond. The wetland delineation will be completed northwest of the existing gas line. The area is wooded, but may be wetland based on the adjacency to Bohrer Pond.

The following services are proposed based on the requested information.

Scope of Services

Task 1. Wetland Delineation.

SEH staff will complete a wetland delineation of the project area in accordance with the standard methods and practices described in the 1987 Manual and the Midwest Regional Manual. The wetland delineation would be completed within two weeks following the notice to proceed, but would have to be within the 2013 growing season. It is not expected that the delineation will be possible until the second week of May, at the earliest.

The wetland boundary will be identified in the field , and marked with pin flags to assist in agency review. Mapping of the wetlands will be completed using a sub-meter accurate Global Positioning System. The results will be submitted to the City of Inver Grove Heights in electronic format (shapefile, Microstation, or AutoCad) in Dakota County coordinates for inclusion on project plan sheets, or in a coordinate system and format of the City of Inver Grove Heights' choosing.

Task 2. Wetland Delineation Report.

SEH will prepare a Technical Memorandum describing the results of the wetland delineation. This memorandum will include a description of the wetlands, Routine On-site Determination Method datasheets, supporting figures, and representative site photographs. Copies of the Memorandum will be submitted to the City of Inver Grove Heights. The report will be submitted within two weeks of the field delineation. Upon concurrence with the results by the City, the report will be provided to the regulatory agencies, including the U.S. Army Corps of Engineers.

Task 3. Agency Review.

SEH will coordinate with the City of Inver Grove Heights, the Technical Evaluation Panel and the United States Army Corps of Engineers, to review the wetland delineation. This will be scheduled following submittal of a complete report and request for approval. This task assumes that wetland is present. If the determination is made that there is no wetland within the project area, no agency review will be required.

Compensation

Compensation shall be on an hourly basis, based on the actual hours worked for SEH personnel assigned to the project, plus reimbursable expenses. The estimated fee for these services is summarized below:

Task 1 – Wetland Delineation and GPS mapping: $800.00

Task 2 – Wetland Delineation Report: $800.00

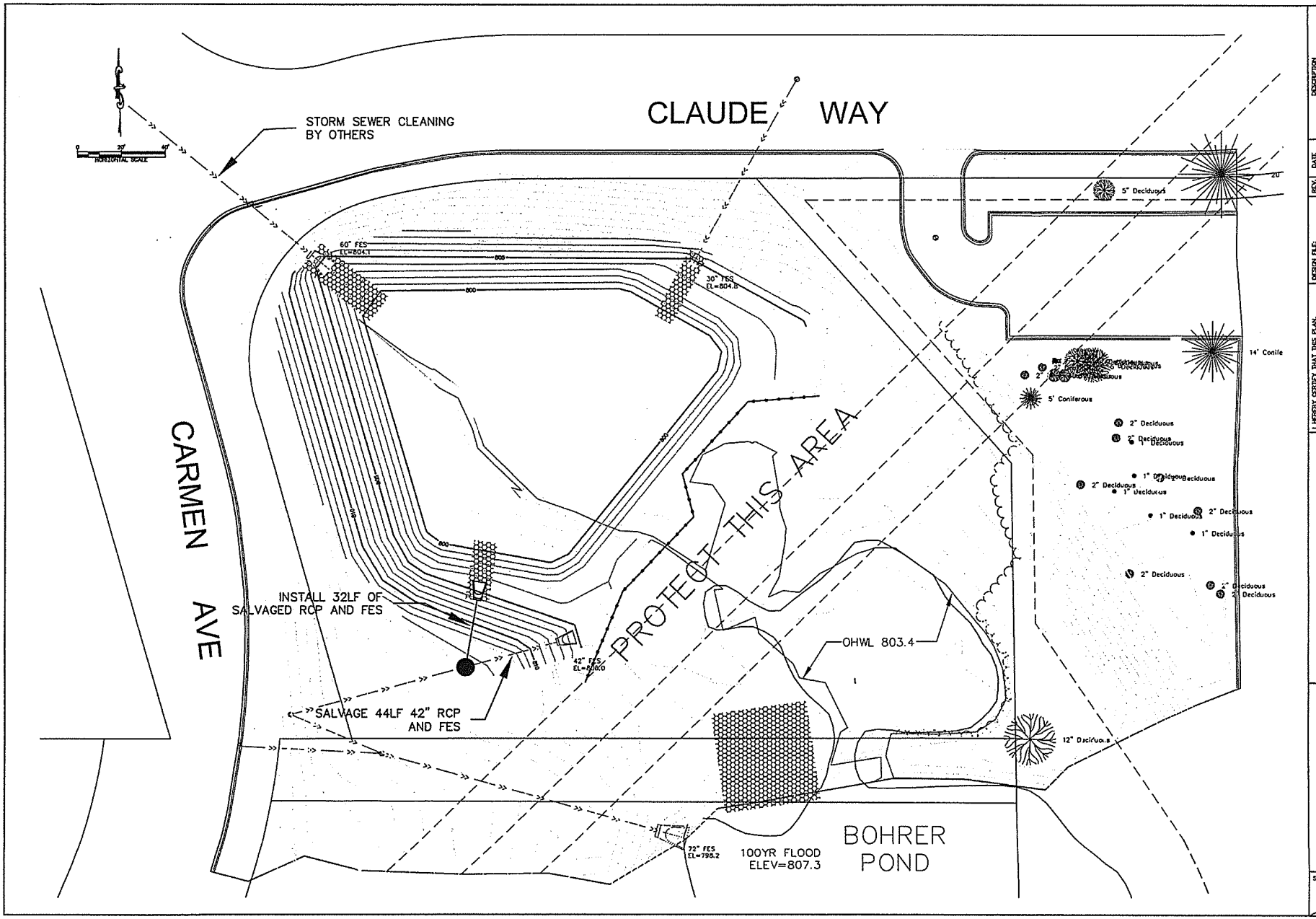
Task 3 – Agency coordination and field review: $300.00

Total Project Cost $1,900.00

Contact Information

Thank you for the opportunity to provide a bid for your project.

Please contact Deric Deuschle at 651-724-5311 or at ddeuchle@sehinc.com to discuss any aspect of this proposal.



DESIGN FILE: ###### | DESIGN BY: ### | DRAWN BY: ## | CHKD. BY: ### | DWG. NAME: | DATE: 3/15/13

REV. NO. | DATE | DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE STATE OF MINNESOTA STATUTES SECTION 326.02 TO 326.15.

DATE_____ MNPL REG. NO. 16288

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 FAX (651) 450-2502

2012-17 BOHRER POND NW PRETREATMENT BASIN

SHEET NO.

AGENDA ITEM 4K

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept and Approve Proposal from Braun Intertec Corporation for Street Geotechnical Exploration for the Five-year Pavement Management Program Plan

Meeting Date:	April 22, 2013
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Steve W. Dodge, Assistant City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Pavement Management Fund

PURPOSE/ACTION REQUESTED

Accept and approve proposal and award work to Braun Intertec Corporation for Street Geotechnical Exploration to update the five-year Pavement Management Program (PMP) plan.

SUMMARY

As part of the City's Pavement Management Program, the Engineering Division is recommending a comprehensive approach in order to update the five-year plan. The proposed geotechnical evaluation will include ground penetrating radar, borings and pavement cores to provide information to aid in identifying best management practices for street improvement projects in the current PMP (see attached plan).

The proposed geotechnical exploration will utilize ground penetrating radar which will provide detailed information on pavement and gravel thickness. The pavement cores will provide a review of the existing pavement condition and allow inspection of the gravel base. The standard penetration borings will allow for verification of subgrade soil structural capacity and identification of soil types. In addition, staff has asked for up to ten soil borings to identify potential rain garden candidates in street improvement projects identified for the near future. A total of 10.52 miles of streets will be reviewed with this proposal at a cost of approximately $0.60/foot.

The City solicited and received two quotes from the engineering pool of consultants for geotechnical sampling and exploration for the Pavement Management Program. The attached exhibit shows the seven areas proposed for evaluation as outlined in the five-year PMP. Based on proposals received, I recommend accepting the quote from Braun Intertec Corporation (a copy attached).

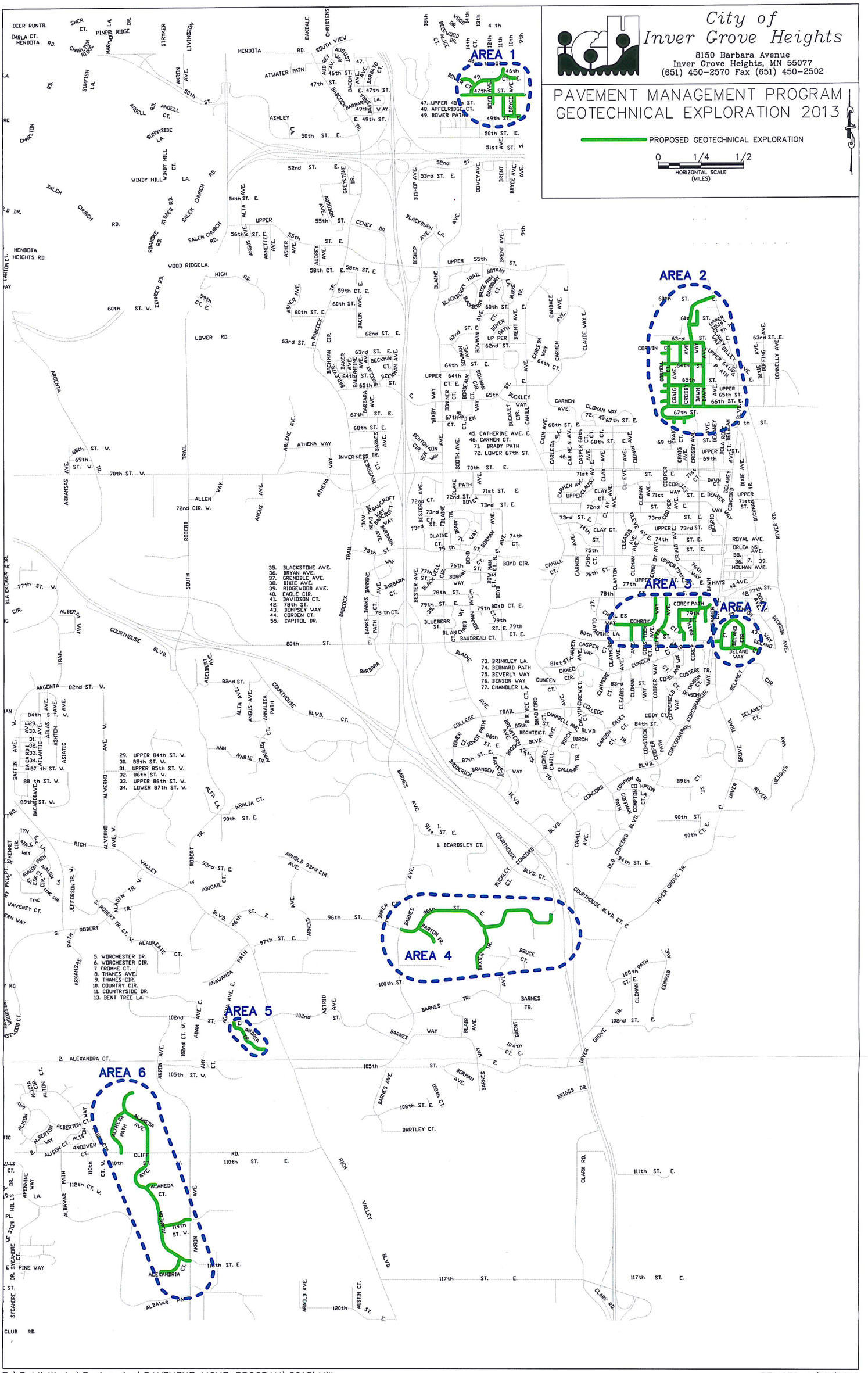
Braun Intertec	$32,875.40
AET, Inc.	$35,755.10

The geotechnical exploration work will be funded through the Pavement Management Fund.

It is recommended that the City Council authorize the street geotechnical exploration work outlined in Braun Intertec's April 17, 2013 proposal in the amount of $32,875.40 for the Pavement Management Program.

TJK/kf

Attachments: Proposed Boring Areas Exhibit
Proposals



Z:\PublicWorks\Engineering\PAVEMENT_MGMT_PROGRAM\2013\Mill and Overlay\2013GeotechnicalExplorationMap.dwg

REVISED 4/18/2013

BRAUN INTERTEC

Braun Intertec Corporation
1826 Buerkle Road
Saint Paul, MN 55110

Phone: 651.487.3245
Fax: 651.487.1812
Web: braunintertec.com

April 17, 2013

Proposal SP-13-02016

Mr. Steve Dodge
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for Geotechnical Evaluation and Pavement Testing
Various City Streets
Inver Grove Heights, Minnesota

Dear Mr. Dodge:

Braun Intertec is pleased to submit this proposal to complete a geotechnical evaluation and pavement testing on selected streets located in Inver Grove Heights, Minnesota.

Our Understanding of Project

Per your email and our discussions, we understand that the City wishes to develop a Capital Improvement Plan (CIP) for planning future roadway maintenance. As part of the plan development, the City has requested geotechnical borings, Ground Penetrating Radar (GPR) and pavement coring. The City streets to be tested are divided into seven separate areas, as shown on the attached maps provided by the City. The approximate total mileage is 10.5 miles. A breakdown of the estimated mileage by area is as follows:

- Area 1 – 1.28 miles
- Area 2 – 3.20 miles
- Area 3 – 1.60 miles
- Area 4 – 1.45 miles
- Area 5 – 0.30 miles
- Area 6 – 1.95 miles
- Area 7 – 0.72 miles

Based on results from the geotechnical evaluation and pavement testing, we understand that the primary focus will be to use that information to provide the City with recommendations for future maintenance, rehabilitation and reconstruction.

Also requested by the City are geotechnical borings in existing boulevard areas. It is our understanding that these areas will be future rain gardens and that the location of these borings will be determined by the City at a later date.

Proposed Scope of Services

For each of the areas, the following tasks are proposed to help us achieve our stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of these tasks that lead us to recommend an expanded scope of services, we will contact you to discuss those conditions before resuming our work.

Site Access, Staking and Utility Clearance

The proposed exploration locations are located on existing roadways and boulevards, which will allow access with a truck-mounted drill rig.

Prior to drilling, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representatives are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

For the roadway borings, at the specified locations, we will drill a total of ninety-six (96) soil borings to the requested depth of six (6) feet. To obtain subgrade strength information, all of the borings will consist of standard penetration test borings (instead of auger borings). For the boulevard borings, at the determined locations, we will drill a total of ten (10) penetration test borings to the requested depth of six (6) feet. Penetration tests will be performed and samples will be gathered at 2.5-foot vertical intervals until the depth of termination.

If organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

Borehole Abandonment

Minnesota Well Code requires sealing of any boring that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer.

Based on the intended exploration depths, we do not anticipate the need to seal the boreholes. The boreholes will be backfilled with the auger cuttings and the pavement will be patched.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory and will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted the following tests:

- 60 moisture content tests
- 20 mechanical analysis through a #200 sieve only

Ground Penetrating Radar

To evaluate the in-place pavement thicknesses, Ground Penetrating Radar (GPR) testing will be conducted on the streets with a 2.0-gigahertz, air-coupled unit from GSSI, Inc. Testing will be performed at posted speeds in a single direction of travel on each road, with pavement thickness data gathered at an interval of approximately one foot. Our GPR measurements will be tied to GPS coordinates and can be verified with boring and core data.

A GPR unit of this configuration can be expected to penetrate a maximum of 2 to 3 feet under ideal conditions. Unfavorable soils and ambient and electromagnetic interference can limit the useful depth of the data.

Asphalt Pavement Coring and Hand Augers

To help characterize the in-place pavement and refine the GPR data analysis, we will conduct ninety-six (96) pavement cores at various locations to measure the bituminous thicknesses. Also, if present, hand auger borings will be performed to determine the thickness of the aggregate base. The cores and hand augers will serve to verify GPR thickness measurements, and will be used to visually assess the roadway surface materials as part of our evaluation of reconstruction and rehabilitation options. The cores and aggregate samples will be retained for any additional laboratory testing that may be useful for this purpose.

We have budgeted twenty-four (24) hours to perform this work. If concrete is encountered below the bituminous pavement, we will notify the City to discuss any additional time required for concrete coring.

Traffic Control

Traffic volume maps for the streets were not provided, however, it appears the streets to be tested are low-volume residential streets. Traffic control will be conducted using traffic signs and cones so as to alert motorists of our work. We have included a cost for traffic control signs in our cost estimate.

Engineering and Reporting

Data obtained from the geotechnical evaluation and pavement testing will be used to evaluate the pavement and subsurface conditions, perform engineering analyses related to pavement recommendations and performance and prepare an engineering report, including:

- A CAD sketch showing project limits and approximate testing locations.
- Boring logs describing the materials encountered. The depth to groundwater will be identified if encountered during drilling.
- A written summary of the subsurface profile and groundwater conditions.
- Tabular and graphical depiction of the GPR scan results for each of the streets tested.
- A discussion of the GPR findings.
- Bituminous and aggregate base thickness results as obtained from the pavement cores and hand augers.
- A review of the City's Pavement Condition Index (PCI) data.
- A matrix summarizing our results, including data obtained from borings, GPR, coring and PCI data.
- Discussion regarding the overall condition for each of the street segments and recommended repairs for use in developing a multi-year CIP.
- GIS maps indicating our recommendations for repair.

Once the draft report has been prepared, we will meet with the City to discuss the preliminary findings. Any comments will then be included in the final report. We have included time for this meeting time in our cost estimate.

One original report and one copy of our report will be submitted to you. At your request, however, additional copies can be prepared for other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed so we can send them to the appropriate parties.

Additional Services

If borings need to be extended beyond their termination depths, we will charge an additional $15 per lineal foot beyond the originally intended termination depth.

Additional site mobilization will be charged at $257 per day.

For the boulevard borings, if any infiltration testing is requested, we will provide the City with an estimated cost prior to conducting the tests.

Cost

We will furnish the original scope of services described in this proposal for a total estimated fee of $32,875.40. Using the approximate mileage per area and the number of borings and cores, the following table provides a breakdown of the costs by area, as requested.

Table 1. Proposed Costs – Original Scope

Area	Total Drilling (ft)	Total Number of Pavement Cores and Hand Augers	Total GPR Mileage	Total Estimated Cost
1	66	13	1.28	$3,760.13
2	204	36	3.20	$10,639.85
3	102	15	1.60	$5,166.89
4	66	11	1.45	$3,830.95
5	12	2	0.30	$733.51
6	78	11	1.95	$4665.79
7	48	8	0.72	$2,445.99
Boulevards	60	--	--	$1,632.28
Total				**$32,875.40**

The above costs assume one comprehensive engineering report will be developed for all seven areas. If work is performed in only some of the areas, we have assumed one report would be developed for the selected areas.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We have tentatively reserved May 1, 2013 on our drilling schedule; however, the actual date of drilling will depend on spring load restrictions. We anticipate the field exploration will take approximately seven days to complete. We plan to submit our report within approximately four weeks of authorization. If the report is needed before then, please let us know and we would be happy to discuss a revised schedule.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

Braun Intertec appreciates the opportunity to present this Proposal to you. We are providing it in duplicate so the original can be retained for your records and the copy can be signed and returned to us. Please return the copy in its entirety.

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not significantly delay us beyond our proposed schedule.

We have included the Master Professional Services agreement with the City of Inver Grove Heights, dated April 12, 2012, which provide additional terms and are a part of our agreement.

To have questions answered, please contact Amy Grothaus at 651.261.7122.

Sincerely,

BRAUN INTERTEC CORPORATION

Amy J. Grothaus
Senior Project Manager/Engineer

Robert J. Janssen, PE
President/Principal Engineer

Attachments:
Area Maps
Total Estimated Costs
Master Professional Services Agreement

Proposal-City of Inver Grove Heights

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

April 16, 2013

City of Inver Grove Heights
Department of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Attn: Steve Dodge, P. E.

RE: Proposal for Geotechnical Services
Pavement Rehabilitation Investigation
Inver Grove Heights, MN

Dear Mr. Dodge:

Per your request, we are pleased to be submitting this cost proposal for performing a geotechnical investigation, pavement evaluation, and report for the City of Inver Grove Heights. We understand that there are seven (7) different areas that need to be evaluated and that you would like a separate fee estimate for each area. We also understand you are requesting a separate price quotation for 6 boulevard borings for potential rain gardens.

Please review the following proposed scope of services.

Scope

Field

- Field locate all boring and core locations (using the site maps supplied by the City) and record the locations with GPS.
- Perform Ground Penetrating Radar survey of all roadways included in each Area (estimated at 10.5 miles).
- Clear Utilities with Gopher State One Call
- Perform the following for each Area (each boring is 6 feet deep, each core includes a hand auger to measure base thickness):
    - Area 1: 11 Borings, 13 Cores, Estimated 1.3 miles GPR (not on Area 1 map)
    - Area 2: 34 Borings, 36 Cores, 3.2 miles GPR
    - Area 3: 17 Borings, 15 Cores, 1.6 miles GPR
    - Area 4: 11 Borings, 11 Cores, 1.45 miles GPR
    - Area 5: 2 Borings, 2 Cores, 0.30 miles GPR
    - Area 6: 13 Borings, 11 Cores, 1.95 miles GPR
    - Area 7: 8 Borings, 8 Cores, 0.72 miles GPR
- Backfill borings and patch surface of borings and cores with bituminous patching mixture.

550 Cleveland Avenue North | St. Paul, MN 55114
Phone 651-659-9001 | Toll Free 800-972-6364 | Fax 651-659-1379 | www.amengtest.com | AA/EEO
This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

Report

- Logs of test borings and, including descriptions of pavement and aggregate base thickness, soil moisture content, drilling, testing, and classification methods.
- Review of pavement, soil/groundwater conditions encountered and of pertinent soil properties.
- Review of pavement core condition, including any indications of stripping in any bituminous lift.
- A review and analysis of ground penetrating radar data to include a preliminary screening prior to determining the final boring and coring locations. The report will include a plot of each GPR segment with the asphalt and base thickness summarized and plotted at 50 foot intervals.
- A summary table of all pavement information for each roadway including GPR thickness of asphalt and base, core/boring thickness for asphalt and base, subgrade soil type.
- A review of the current ICON pavement ratings, street construction and maintenance records, and NCRS Soils maps for the areas.
- A matrix table of results and recommendations of the most likely pavement and road rehabilitation method(s) to utilize (reconstruction, subgrade replacement, partial reconstruction, full depth mill and repave, mill & overlay, hot/cold asphalt recycling, etc.).

The scope of work defined in this proposal is intended for geotechnical purposes only, and not to explore for the presence or extent of environmental contamination at the site. However, we will note obvious contamination encountered.

Fee

Our services for the above scope of work will be performed on a lump sum basis for each Area. Our fees are as follows

Area 1	$4,636.28
Area 2	$11,149.28
Area 3	$5,834.78
Area 4	$4,620.78
Area 5	$1,990.28
Area 5	$4,784.78
Area 7	$4,025.48

Our fee to complete the work for all 7 zones is $32,472.10. This is significantly lower than the totals for each individual zone because of savings derived from fewer mobilizations for layouts, boring, coring, and GPR.

Our fee estimate for the 10 – 6 foot boulevard borings is $3283.00

Schedule
AET is currently staffed to provide all of the above services within 2 weeks of receiving notice to proceed. A final report will be provided within 2 weeks of completion of the field work.

Terms/Conditions
Our services will be performed per an agreement to be negotiated with the City of Inver Grove Heights upon acceptance of our proposal.

Acceptance
Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal is intended for your records.

Remarks
If you have questions or need additional information, please do not hesitate to contact me at 651-755-5795.

Sincerely,

American Engineering Testing, Inc.

David L. Rettner, PE
Sr. Vice President/ Principal Engineer
Phone #651-755-5795
Fax #651-659-1379
drettner@amengtest.com

PROPOSAL ACCEPTANCE BY:

Signature:_____

Printed Name:_____

Date:_____

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Purchase of Indoor Sweeper for Veterans Memorial Community Center

---

Meeting Date:	April 22, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda		None
Contact:	Tracy Petersen – 651.450.2588	X	Amount included in current budget
Prepared by:	Tracy Petersen		Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

To accept the quote of $3,636.89 from AmSan for an indoor sweeper for Veterans Memorial Community Center. This amount is included in the 2013 VMCC budget.

SUMMARY

In early 2013, new indoor turf was purchased for the west rink. The 17,000 square foot space is highly utilized and will need to be maintained accordingly. The battery operated sweeper will allow us to clean the surface in the most efficient and effective manner.

In addition, the indoor sweeper can be used to clean other common spaces in the building such as lobby areas, locker rooms, the National Guard gymnasium and ice arena rubber matted areas.

AmSan	$3,636.89
Dalco	$3,651.14

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of a Joint Powers and Easement Agreement with Dakota County for the Construction of Trailhead Facilities on City Property Located at 4465 – 66th St

Meeting Date:	April 22, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	[ ]	None
Contact:	Eric Carlson – 651.450.2587	[ ]	Amount included in current budget
Prepared by:	Eric Carlson	[ ]	Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[X]	Other

PURPOSE/ACTION REQUESTED

It is recommended that the Council approve the attached Joint Powers Agreement (JPA) and Easement Agreement that has been developed for the MRRT Trailhead improvements proposed for the south side of 66th St near the Rock Island Swing Bridge.

SUMMARY

The City and County have been working cooperatively over the last few years to plan and make public improvements in the Concord Blvd neighborhood.

As a part of the Mississippi River Regional Trail Master Plan, the County has identified the area of the Rock Island Swing Bridge as a potential location for a trailhead facility that would include:

- Parking
- Restrooms, water
- Way-finding, information, historical interpretation
- Picnicking etc

The attached JPA outlines the obligations and responsibilities of the City and Dakota County for the construction of this project. Under the JPA the County will be given a temporary construction easement over the site so the contractor they hire can construct the project. The City will inspect the project as construction happens on the site.

As a part of the JPA and Easement, the City and County agree to continue to discuss the terms and conditions that will be made a part of a forthcoming Supplemental Maintenance Agreement. This document will outline ownership, maintenance, and operation responsibilities of each party once construction is complete.

The City's contribution of $300,000 for the project comes from a State of Minnesota Bonding Grant of $1,000,000 the City received. There is a balance of $845,000 remaining from the grant proceeds.

JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY OF INVER GROVE HEIGHTS FOR CONSTRUCTION AND COST CONTRIBUTION FOR THE ROCK ISLAND SWING BRIDGE WAYSIDE REST FACILITIES ALONG THE MISSISSIPPI RIVER REGIONAL TRAIL

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Dakota County (County) is a political subdivision of the State of Minnesota; and

WHEREAS, the City of Inver Grove Heights (City) is a Minnesota municipal corporation; and

WHEREAS, the Rock Island Swing Bridge Park and a portion of the Mississippi River Regional Trail (MRRT) are located in the City of Inver Grove Heights in Dakota County; and

WHEREAS, the County has a master plan for the MRRT that includes a trail head facility located in/or near Rock Island Swing Bridge Park in the approximate area of 66th Street in Inver Grove Heights; and

WHEREAS, it is considered mutually desirable to design, engineer and construct a four-season restroom, an outdoor picnic pavilion, motor vehicle parking lot, bituminous trail connections, wayfinding and monument signage, and interpretation in the City of Inver Grove Heights at the Rock Island Swing Bridge Park along the Mississippi River and the Dakota County Mississippi River Regional Trail hereafter called the "the Project"; and

WHEREAS, the County and City will share Project responsibilities; and jointly participate in Project costs associated with engineering, construction, and related activities as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and the City shall derive from this Agreement, the County and the City hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1

PARTIES

The parties to this Agreement are Dakota County, Minnesota (County) and the City of Inver Grove Heights, Minnesota (City).

ARTICLE 2

PURPOSE

The purpose of this Agreement is to define the responsibilities and obligations of the County and the City for the construction and cost contribution of the Parties for the Project.

ARTICLE 3

TERM

Subject to Articles 10 (Termination) and 14 (Survivorship), this Agreement will be effective upon execution by duly authorized officials of all governing bodies and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2014.

ARTICLE 4

COOPERATION

The parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

4.1 ENGINEERING, CONTRACT ADMINISTRATION, AND INSPECTION. The County shall perform the engineering, contract administration, and inspection required to complete the items of work specified in this Agreement. The County shall prepare the necessary plan sheets, specifications, and proposals, consistent with State and Federal Aid design standards, the Minnesota Department of Transportation's "Standard Specifications for Construction", including all Supplemental Specifications, the City of Inver Grove Heights design and building standards, Minnesota State Building Code (MNSBC), Mn/DOT Bikeway Facility Design Manual (March 2007 Ed.), Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities (July 2004 Ed.), Americans with Disabilities Act (ADA), and the Dakota County Mississippi River Regional Trail Master Plan. Inver Grove Heights approval of the plans and specifications is necessary prior to advertising for bids. Engineering, contract administration, and inspection costs of the Project and all related incidental costs shall be referred to herein as the "Engineering and Administrative Costs". Engineering and Administrative Costs shall be paid by the County.

4.2 PERMITS. The County will process permits for utility work and other activities within the County's right-of-way, and the City will process permits for utility work and other activities within the City's right-of-way. The party requesting a permit will pay any permit fees charge by the other party in the ordinary course of business out of Project Construction Costs. The County and the City acknowledge and agree that City building permit fees, City water system connection fees, City sanitary sewer connection fees, and connection fees collected by the City on behalf of the Metropolitan Council shall be Project Construction Costs paid from the $1,025,000.00 of Estimated Project Costs referenced in Article 5, Section 5.4 of this Agreement.

4.3 CITY ACCESS TO PROJECT CONSTRUCTION. The County agrees that the City will have the right, at the City's expense, to inspect all construction related activities and improvements. The County agrees to provide City staff with reasonable notice to allow City staff to attend pre-construction meetings, and to attend construction progress meetings, as the City desires. The County shall also provide the City with reasonable notice to allow the City to inspect any work that may affect the City's infrastructure. The City may inspect the Project to ensure compliance with the Storm Water Management Plan and the Storm Water Pollution Prevention Plan to prevent erosion to the greatest extent possible.

4.4 RULES AND REGULATIONS. The County and the Cities shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures, and State statutes as applicable to carrying out the work contemplated in this Agreement unless amended by the contract specifications.

ARTICLE 5

PROJECT COSTS AND COST SHARING

5.1 CONSTRUCTION COST. The contract cost of the work and, if portions of the work are not contracted, the cost of all labor, materials, and equipment rental required to complete the work shall constitute the actual "Construction Cost" and shall be referred to as such in this Agreement. The County Board will award the contract for construction to the lowest responsive and responsible bidder in accordance with state law.

5.2 ESTIMATED TOTAL CONSTRUCTION COST. The estimated total Construction Costs is $1,025,000.00 ("Estimated Construction Costs"). The County shall contribute up to a total $725,000.00 ($450,000.00 of which will be County funds and the balance from grants received by the County) to the Estimated Construction Costs. The City shall contribute up to a total of $300,000.00 to the Estimated Construction Costs. If the Construction Cost low qualifying bid received by the County exceeds the $1,025,000.00 Estimated Construction Cost amount, the City and County shall mutually agree in writing to not award the construction contract for the Project, or the City and the County shall mutually agree in writing to the allocation of the Construction Costs that exceed the $1,025,000.00 Estimated Construction Cost amount.

5.3 CHANGE ORDER AND SUPPLEMENTAL AGREEMENT APPROVAL. Any change orders or supplemental agreements that affect the Construction Costs must be approved by both the County and City prior to execution of work.

5.4 CHANGE ORDER AND SUPPLEMENTAL AGREEMENT COST SHARING. If any change orders or supplemental agreements increase the Construction Costs, such overage shall be paid by the parties according to the following schedule:

a. County Trail Head Facilities and related MRRT improvements as generally depicted in yellow on the attached **Exhibit A** shall be 100% the County's cost;
b. Parking Lot and the shared-use trail as generally depicted in green on the attached **Exhibit A** shall be 70% the County's cost and 30% the City's cost;
c. City Picnic Facilities and related improvements as generally depicted in orange on the attached **Exhibit A** shall be 100% the City's cost.
d. If a change order or supplemental agreement is needed for the completion of environmental remediation required by the construction of the Project, the City and the County shall each pay 50% of such increased Construction Costs.

5.5 PAYMENT. The County will administer the contract and act as the paying agent for all payments to the contractor. Payments to the contractor will be made as the project work progresses and when certified for payment by the County Engineer. The County, in turn, will bill the City for its share of the Construction Costs. The County shall pay the first $725,000.00 of the Construction Costs. The City shall pay the next $300,000.00 of the Construction Costs. Any amount above the Estimated Construction Costs ($1,025,000.00) shall be paid pursuant to Sections 5.3 and 5.4. Upon presentation of an itemized claim by one agency to the other, the receiving agency will reimburse the invoicing agency for their share of the costs incurred under this agreement within 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

ARTICLE 6

CITY'S OBLIGATIONS

6.1 ACKNOWLEDGEMENT. The Parties shall appropriately acknowledge the funding assistance provided by the Parties pursuant to this Agreement in any promotional materials, signage, reports, publications, notices, and presentations concerning the Project.

6.2 CITY TO PROVIDE EASEMENT. The City shall execute an easement in favor of the County, permitting the County improvements for the trail head and related improvements to be located on City property and permitting parking upon and ingress and egress over City property as specified in the easement entitled "Rock Island Swing Bridge Wayside Rest Facility Easement Agreement" executed by and between the City of Inver Grove Heights and Dakota County on or about the same date as this Agreement.

6.3 ENVIRONMENTAL REMEDIATION. Any environmental remediation required to complete the Project shall be a Construction Cost shared by the Parties pursuant to Article 5. If the Minnesota Pollution Control Agency (the "MPCA") or any related state or federal agency orders environmental remediation of the Property for existing soil contamination after construction and unrelated to the Project, City shall complete said environmental remediation at no cost to County. City shall complete any such environmental remediation of existing soil contamination identified after construction and unrelated to the Project with reasonable due diligence and in a manner consistent with reasonable application of MPCA guidelines for the required environmental remediation. The City shall hold the County harmless and indemnify the County for any claims, actions or orders related to the existing contaminated soils located on the Property subject to this Agreement for existing soil contamination identified after construction and unrelated to the Project up to the maximum liability limits of the Minnesota Municipal Tort Claim Acts, Minnesota Statutes, Chapter 466.

6.4 FACILITY OWNERSHIP. The County and the City agree that, subject to the terms of the Rock Island Swing Bridge Wayside Rest Facility Easement Agreement referenced below in Article 6, Section 6.2 of this

Agreement, the County shall own the facilities (following the construction of the Project and the expiration of construction warranty periods) constructed within the permanent easement area granted and conveyed to the County pursuant to said Rock Island Swing Bridge Wayside Rest Facility Easement Agreement; and, the City shall own the facilities (following the construction of the Project and the expiration of construction warranty periods) constructed within balance of the real property owned by the City.

ARTICLE 7

INDEMNIFICATION

7.1 INDEMNIFICATION. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this JPA and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this JPA and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. Both parties to this JPA recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466.

In the event of any claims or actions filed against either party, nothing in this JPA shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third party liability claim arising from the construction or maintenance of the Project, the Parties agree to require any contractors or subcontractors hired to do any of the work contemplated by this JPA to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minnesota Statutes §466.04 during the term of such activity. All such insurance policies shall name County and City as additional insureds.

ARTICLE 8

REPORTING, ACCOUNTING AND AUDITING REQUIREMENTS

8.1 ACCOUNTING AND RECORDS. The County agrees to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the County for a minimum period of six years following the expiration of this Agreement.

8.2 AUDITING. The books, records, documents and accounting procedures and practices of the Parties that are relevant to this Agreement are subject to examination by the other party and the State Auditor for a minimum of six years following the expiration of this Agreement.

8.3 NOTICE. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Dakota County
Attn: Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE CITY: City of Inver Grove Heights
Attn: City Administrator
8150 Barbara Ave.
Inver Grove Heights, MN 55077

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

8.4 LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The

parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison:	Chris Hartzell or successor designated by Director of Parks Telephone: (952) 891-7088 Chris.hartzell@co.dakota.mn.us
City Liaison:	Eric Carlson Telephone: (651) 450-2587 ecarlson@invergroveheights.org

ARTICLE 9

MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties respective Boards, and signed by the Authorized Representatives of the County and the City.

ARTICLE 10

TERMINATION

10.1 IN GENERAL. In the event of termination of this Agreement, the Parties shall be responsible for payment of all outstanding, incurred costs relative to their interests as of the date of termination in the facilities each Party owns as provide in Section 6.4 above. During the term of this JPA and upon its termination the Parties shall retain ownership of their own respective personal property.

10.2 TERMINATION BY COUNTY FOR LACK OF FUNDING. At any time prior to the County's award of a construction contract for the Project, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, Federal Agencies or other funding source, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the City by facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding prior to the County's award of a construction contract for the Project. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding prior to the County's award of a construction contract for the Project.

ARTICLE 11

MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.

ARTICLE 12

MERGER

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements, except prior Joint Powers Agreements between the City and the County related to this Project and the MRRT and the MSA ("the Prior Agreements"). To the extent specific provisions of the Prior Agreements conflict with the provisions herein, the provisions herein shall control the obligations and responsibilities of the parties.

ARTICLE 13

SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

ARTICLE 14

SURVIVORSHIP

The following provisions under this Agreement survive after the termination date of this Agreement: Article 6 (City's Obligations); Article 7, Section 7.1 (Indemnification); Section 8 (Reporting, Accounting and Auditing Requirements); Section 11 (Minnesota Law to Govern); and Section 13 (Severability). In addition, Article 4, Section 4.2, and Article 5 shall survive to the extent there is any outstanding obligations for payment by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

_____
Assistant County Attorney/Date
KS-2013-81
County Board Res. No. _____

DAKOTA COUNTY

By _____
Brandt Richardson, County Administrator
Date of Signature: _____

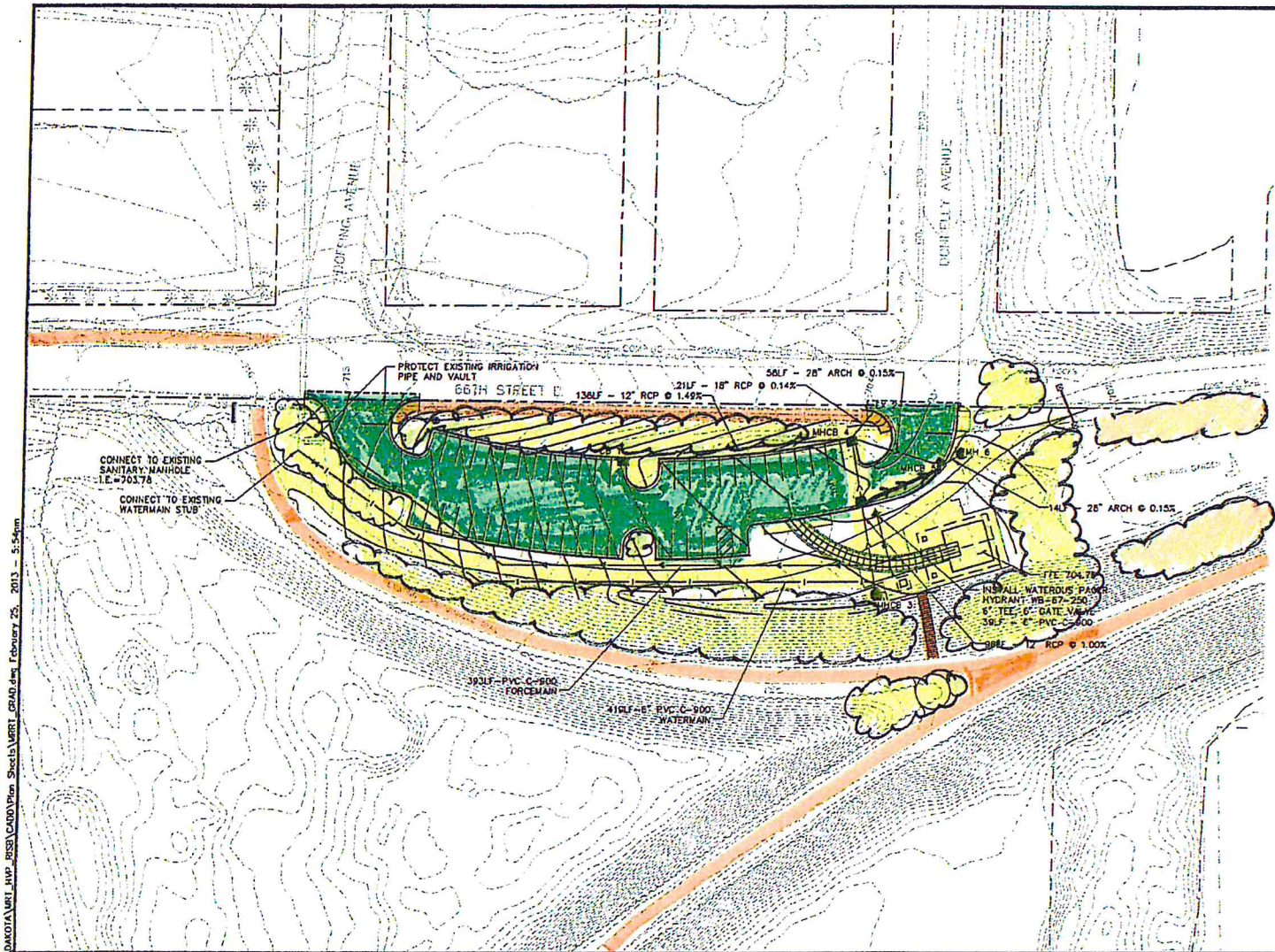
CITY OF INVER GROVE HEIGHTS

By _____
George Tourville, Mayor
Date of Signature: _____

By _____
Melissa Rheaume, DeputyCity Clerk
Date of Signature: _____

EXHIBIT A

Concept Map of Improvements/Facilities for Cost Sharing



LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER INLET
- PROPOSED STORM SEWER MANHOLE
- EXISTING STORM SEWER
- PROPOSED SANITARY FORCEMAIN
- EXISTING SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED WATERMAIN HYDRANT
- PROPOSED WATERMAIN VALVE
- EXISTING WATERMAIN

GRADING AND DRAINAGE NOTES:

1. CONTRACTOR SHALL CALL GOPHER STATE ONE CALL AT 651-454-0002. ALL UTILITIES MUST BE LOCATED PRIOR TO THE START OF CONSTRUCTION.
2. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY STRUCTURES THAT ARE NOT BEING REMOVED OR RELOCATED.
3. CONTRACTOR SHALL GRADE THE SITE AS SHOWN ON THIS PLAN AND AS DIRECTED BY THE ENGINEER IN THE FIELD.

UTILITY NOTES:

1. THE CITY UTILITY SUPERINTENDENT SHALL BE NOTIFIED 48 HOURS IN ADVANCE FOR ANY REQUIRED CITY UTILITY SHUTDOWNS.
2. ADJUST EXISTING VALVES AND MANHOLE COVERS TO FINISHED GRADE.

EXHIBIT A
Page 1 of 3

0 15 30 60
HORIZONTAL SCALE IN FEET

No.	Date	Revisions	App.

DRAWING NAME	MRRT_GRAD.dwg
DESIGNED BY:	SMJ
DRAWN BY:	SMJ
CHECKED BY:	EJF
DATE:	XX/XX/XX
PROJECT NO.	160547014

Kimley-Horn and Associates, Inc.
5850 UNIVERSITY AVE. WEST, SUITE 250N
ST. PAUL, MINNESOTA 55114
TEL. NO. (952) 646-0297
FAX. NO. (952) 646-0798

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ERIC FOSMO, P.E.
DATE: XX/XX/XX MN LIC. NO. 48781

Dakota County

Inver Grove Heights

MISSISSIPPI RIVER REGIONAL TRAIL
ROCK ISLAND SWING BRIDGE
WAYSIDE REST FACILITIES
STATE PROJ. 019-060-001
COUNTY PROJ. 67-127
CITY PROJ. 2013-06

GRADING, DRAINAGE AND UTILITY PLAN

SHEET NO. C126

30/71

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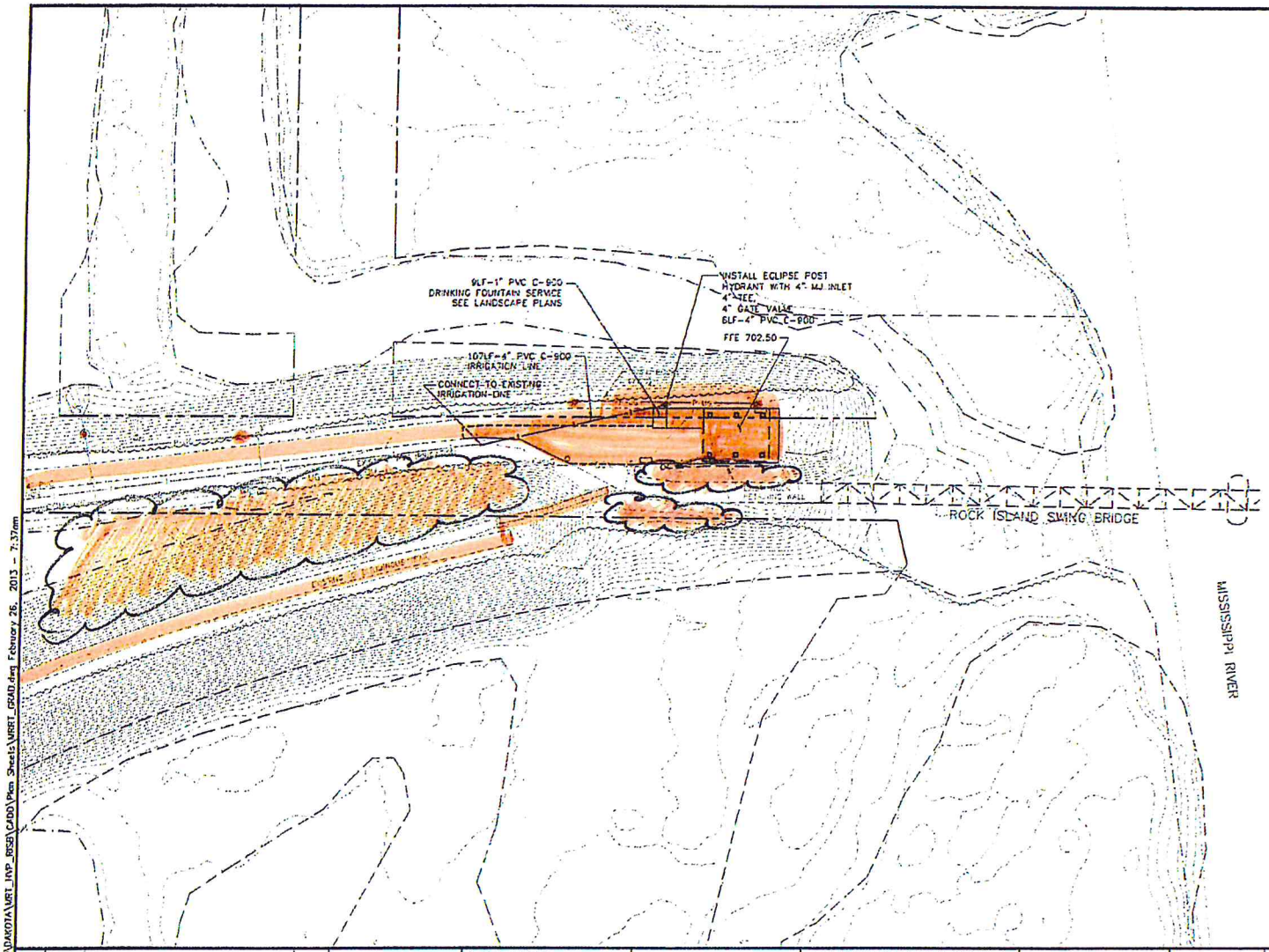

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER INLET
- PROPOSED STORM SEWER MANHOLE
- EXISTING STORM SEWER
- PROPOSED SANITARY FORCEMAIN
- EXISTING SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED WATERMAIN HYDRANT
- PROPOSED WATERMAIN VALVE
- EXISTING WATERMAIN

GRADING AND DRAINAGE NOTES:

1. CONTRACTOR SHALL CALL GOPHER STATE ONE CALL AT 651-454-0002 ALL UTILITIES MUST BE LOCATED PRIOR TO THE START OF CONSTRUCTION.
2. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY STRUCTURES THAT ARE NOT BEING REMOVED OR RELOCATED.
3. CONTRACTOR SHALL GRADE THE SITE AS SHOWN ON THIS PLAN AND AS DIRECTED BY THE ENGINEER IN THE FIELD.

UTILITY NOTES:

1. THE CITY UTILITY SUPERINTENDENT SHALL BE NOTIFIED 48 HOURS IN ADVANCE FOR ANY REQUIRED CITY UTILITY SHUTDOWNS.
2. ADJUST EXISTING VALVES AND MANHOLE COVERS TO FINISHED GRADE.

EXHIBIT
A
Page 2 of 3

HORIZONTAL SCALE IN FEET: 0 15 30 60

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No.	Date	Revisions	App.

DRAWING NAME: MRRT_GRAD.dwg
DESIGNED BY: SMJ
DRAWN BY: SMJ
CHECKED BY: EJF
DATE: XX/XX/XX
PROJECT NO. 16C547014

Kimley-Horn and Associates, Inc.
2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ERIC FOSHO, P.E.
DATE: XX/XX/XX MN LIC. NO. 45761

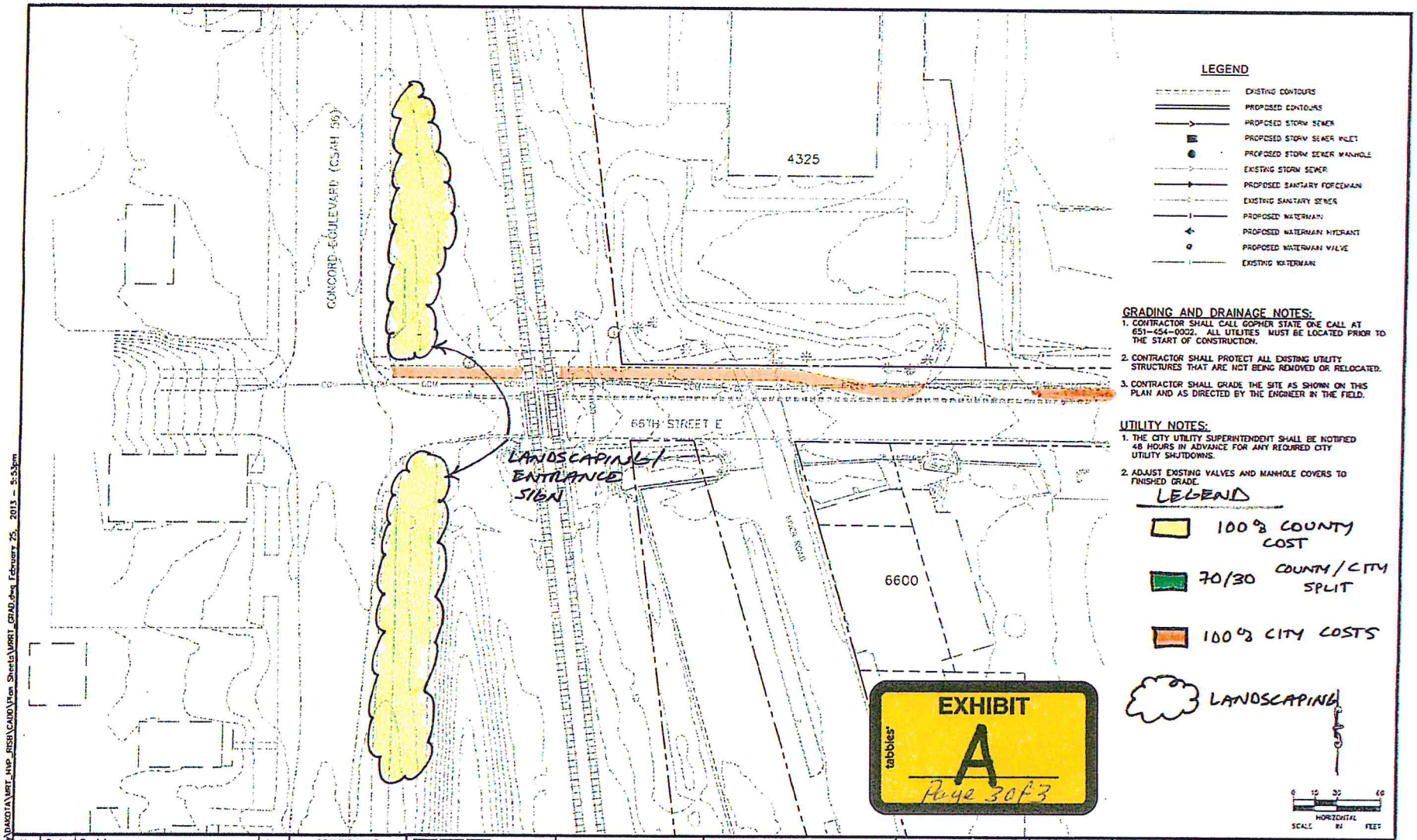
Dakota County

Inver Grove Heights

MISSISSIPPI RIVER REGIONAL TRAIL
ROCK ISLAND SWING BRIDGE
WAYSIDE REST FACILITIES
STATE PROJ. 019-060-001
COUNTY PROJ. 57-127
CITY PROJ. 2013-03

GRADING, DRAINAGE AND UTILITY PLAN

SHEET NO.
C127
31/71



No.	Date	Revisions	App.

DRAWING NAME: MRRT_GRAD.dwg
DESIGNED BY: SMJ
DRAWN BY: SMJ
CHECKED BY: EJF
DATE: XX/XX/XX
PROJECT NO. 160547014

Kimley-Horn and Associates, Inc.
8800 UNIVERSITY AVE. WEST, SUITE 230K
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 645-4197
FAX. NO. (651) 645-9115

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ERIC FOSMO, P.E.
DATE: XX/XX/XX MN LIC. NO. 48761

Dakota County

Inver Grove Heights

MISSISSIPPI RIVER REGIONAL TRAIL
ROCK ISLAND SWING BRIDGE
WAYSIDE REST FACILITIES
STATE PROJ. 019-060-001
COUNTY PROJ. 97-127
CITY PROJ. 2013-05

GRADING, DRAINAGE AND UTILITY PLAN

SHEET NO. C125

29 / 71

K:\TRC_Civil\County\DAK0174\MRT_NNP_RISB\CADD\Plan Sheets\MRRT_GRAD.dwg February 25, 2013 - 5:53pm

ROCK ISLAND SWING BRIDGE WAYSIDE REST FACILITY
EASEMENT AGREEMENT BY AND BETWEEN
THE CITY OF INVER GROVE HEIGHTS AND DAKOTA COUNTY

ROCK ISLAND SWING BRIDGE WAYSIDE REST FACILITY EASEMENT AGREEMEN BY AND BETWEEN THE CITY OF INVER GROVE HEIGHTS AND DAKOTA COUNTY

THIS ROCK ISLAND SWING BRIDGE WAYSIDE REST FACILITY EASEMENT AGREEMENT ("Agreement") is made effective upon the date that the last party executes this Agreement, and is hereby entered into, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as the "City") and Dakota County, a political subdivision of the State of Minnesota (hereinafter referred to as the "County"). 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 **Agreement.** "Agreement" means this Rock Island Swing Bridge Wayside Rest Facility Easement Agreement.

1.3 **Burdened Property.** "Burdened Property" means City owned property identified as Dakota County Property Tax Identification No. 20-00200-78-011 and legally described in Exhibit A, attached hereto and made a part hereof.

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

1.5 **County.** "County" means Dakota County, a political subdivision of the State of Minnesota.

1.6 **Mississippi River Regional Trail.** "Mississippi River Regional Trail" means the Mississippi River Regional Trail owned and operated by the County within the corporate limits of the City.

1.7 **Wayside Rest Facility.** "Wayside Rest Facility" means the four-season restroom; motor vehicle parking lot; bituminous trail connections; and, interpretive and way-finding signage improvements as depicted in Exhibits C and D, attached hereto and made a part hereof.

1.8 **Wayside Rest Facility Easement Area.** "Wayside Rest Facility Easement Area" means that portion of the Burdened Property legally described in Exhibit B, attached hereto and made a part hereof, and depicted in Exhibit C.

ARTICLE 2
RECITALS

Recital No. 1. The City owns the Burdened Property.

Recital No. 2. The County desires to build and operate the Wayside Rest Facility upon the Burdened Property owned by the City for the benefit of the public utilizing the Mississippi River Regional Trail.

Recital No. 3. The City is willing to grant the County easement rights pursuant to this Agreement to accommodate the location of the County's Wayside Rest Facility upon the Burdened Property as legally described and depicted within the Wayside Rest Facility Easement Area.

Recital No. 4. The City and the County desire this Agreement for the conveyance of Wayside Rest Facility easement rights and to address real property and facility use, liability, insurance, removal and re-conveyance issues as set forth herein.

ARTICLE 3
CONVEYANCE OF WAYSIDE REST FACILITY EASEMENT RIGHTS

3.1 Wayside Rest Facility Easement Grant. The City in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the County, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the County, its successors and assigns, a non-exclusive permanent easement in gross for Wayside Rest Facility purposes; and, all such purposes ancillary, incident or related thereto, including but not limited to the use and operation of a four-season public restroom, motor vehicle parking lot, bituminous trail connections, interpretive and way-finding signage improvements, or other recreational uses of the public facilities and improvements, under, over, across, through and upon that real property identified and legally described in Exhibit B as the Wayside Rest Facility Easement Area. The Wayside Rest Facility easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any Wayside Rest Facility structures, utilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Wayside Rest Facility Easement Area. The Wayside Rest Facility easement rights of the County also include the right of the County, its contractors, agents and servants: to enter upon the Wayside Rest Facility Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Agreement; to maintain the Wayside Rest Facility Easement Area, any County 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 to remove from the Wayside Rest Facility Easement Area any trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the any Wayside Rest Facility structures, utilities or improvements.

3.2 Temporary Construction Easement Grant to County Over Balance of Burdened Property. The City in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the County, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the County, its successors and assigns, a non-exclusive temporary construction easement in gross which shall automatically expire on December 31, 2014 for construction purposes, and, all such purposes ancillary, incident or related thereto, including but not limited to the construction of an outdoor picnic pavilion and other improvements located outside of the Wayside Rest Facility Easement Area as said improvements are described is a separate Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877. Said temporary construction easement is hereby granted and conveyed by the City to the County under, over, across, through and upon that real property identified and legally described in Exhibit A as the Burdened Property. The temporary construction easement rights of the County also include the right of the County, its contractors, agents and servants: to enter upon the Burdened Property at all reasonable times for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Agreement; and to remove from the Burdened Property any trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location and construction of the any outdoor picnic pavilion and other improvements located outside of the Wayside Rest Facility Easement Area as said improvements are described is a separate Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877. The County hereby agrees to direct its construction contractors to use their best efforts and best practices to avoid damage to or loss of mature trees and the County agrees to direct its construction contractors to restore disturbed Burdened Property areas to substantially the same or similar condition as existed prior to construction.

3.3 Authority. The City, for itself and its successors and assigns, does hereby warrant to and covenant with the County, its successors and assigns, that it is well seized in fee of the Burdened Property, and the Wayside Rest Facility Easement Area, and has good right to grant and convey the easement rights described herein to the County. The County hereby covenants and warrants that the County has the right, power, legal capacity and authority to enter into and perform the County's obligations under this Agreement, and no approvals or consents of any persons or entities are necessary. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated hereby will not violate any indenture, mortgage, lease, deed of trust, agreement, arrangement, license, order, judgment or decree.

3.4 Public Use for Park, Trail and Scenic Overlook Purposes. The County acknowledges that the City holds title to the Burdened Property pursuant to State Deed No. 0204367 which was recorded as Dakota County Recorder's Office Document No. 2692651, and said State Deed No. 0204367 provides that the City must use the property exclusively for "park, trail and scenic overlook purposes." The County hereby acknowledges and agrees that the City retains any and all rights to use the Burdened Property and the Wayside Rest Facility Easement Area for public park, trail and scenic overlook purposes (including but not limited to ancillary park and scenic overlook public parking purposes) not inconsistent with the easement rights granted herein to the County.

ARTICLE 4
FACILITY USE, MAINTENANCE AND OWNERSHIP

4.1 Use and Operation of Wayside Rest Facility. The County agrees that the County shall use and operate the Wayside Rest Facility within the Wayside Rest facility Easement Area exclusively for public park, trail and scenic overlook purposes.

4.2 Maintenance of Wayside Rest Facility. The County and the City agree to enter into a separate agreement regarding the maintenance of the Wayside Rest Facility and utilities located within the Wayside Rest Facility Easement Area, and said separate agreement may also address maintenance of interrelated park, trail and scenic overlook facilities and utilities located upon the Burdened Property outside the Wayside Rest Facility Easement Area.

4.3 Ownership of Wayside Rest Facility, Utilities, and Facilities constructed pursuant to a separate Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877. The County and the City agree that following the construction of the various improvements pursuant to the Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877, the County shall own the facilities located within the Wayside Rest Facility Easement Area and the City shall own the facilities located outside of the Wayside Rest Facility Easement Area and within the balance of the Burdened Property; subject to the following exceptions:

> **4.3.1 City Ownership of City Water System.** Following the construction of the various improvements pursuant to the Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877, the City shall own the existing City water main and vault utility, and the City water system extension within Wayside Rest Facility Easement Area as depicted in Exhibit D, described as the water main that will connect to the existing water main stub as shown in Exhibit D, and be extended southeasterly as shown on Exhibit D, and thence easterly and northeasterly to the area of the proposed four-season restroom structure, and thence northerly to the terminus/plug of the City water main extension and including the installation of a fire hydrant. The County hereby acknowledges and agrees that the County shall own the lateral water main connection from the proposed four-season restroom structure to the City water main system extension described above. In addition, the City and County acknowledge and agree that the City retains the right to construct, install, and own additional underground water main utilities within the Wayside Rest Facility Easement Area to loop the City's water system with other future City water mains, and the City agrees to reconstruct and restore any disturbed Wayside Rest Facility and/or Wayside Rest Facility Easement Area paved surface, grass and/or landscaping as part of and as an expense of any future City utility improvement project within the Wayside Rest Facility Easement Area.

4.3.2 **<u>City Ownership of City Sanitary Sewer System.</u>** Following the construction of the various improvements pursuant to the Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877, the City shall own the existing City eight inch (8") sanitary sewer main and existing manhole located within Wayside Rest Facility Easement Area as depicted in Exhibit D. The County hereby acknowledges and agrees that the County shall own the Wayside Rest Facility sanitary sewer service lines as are generally depicted in Exhibit D which include the following: the wye at the eight inch (8") sanitary sewer main, the six inch (6") pvc service stub installed as part of City Project 2011-08, the discharge manhole, the small diameter forcemain (from the discharge manhole to the grinder pump station), the grinder pump station, and the lateral sanitary sewer main connection from grinder pump station to the proposed four-season restroom structure.

4.3.3 **<u>City Ownership of City Storm Sewer System.</u>** Following the construction of the various improvements pursuant to the Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877, the City shall own the existing City storm sewer system pipes and appurtenances which are partially located within the Wayside Rest Facility Easement Area and extend from the 66th Street right-of-way at Manhole Catch Basin Number Five (MHCB 5) to MHCB 6, and then extending to the Flared End Section (FES) concrete drainage structure that drains into the existing rain garden/storm water holding pond outside of the Wayside Rest Facility Easement Area as depicted in Exhibit D. The County hereby acknowledges and agrees that the County shall own the storm sewer system pipes and appurtenances from the parking lot including Catch Basins 1, 2 and 3 (CB 1, 2 and 3) and including the SAFL Baffle Special Structure MHCB 4, and including the pipes and appurtenances from MHCB 4 to MHCB 6 as depicted in Exhibit D.

4.4 **<u>Removal and Re-conveyance.</u>** If the County permanently discontinues the use of the Wayside Rest Facility Easement Area for the operation and maintenance of Wayside Rest Facility or other future improvements, the County agrees, at the County's sole expense: to remove any remaining Wayside Rest Facility or future improvements from the Wayside Rest Facility Easement Area as directed by the City or the City's successor in interest to the Burdened Property; to grade the Wayside Rest Facility Easement Area, if necessary; and to restore disturbed Wayside Rest Facility Easement Area in-kind with the substantially same kind of hard surface and/or green space existing upon the adjacent Burdened Property. In addition, if the County permanently discontinues the use of the Wayside Rest Facility Easement Area for the operation and maintenance of Wayside Rest Facility or other future improvements, the County agrees to vacate the easement rights created by this Agreement as required by State law, and quit claim and re-convey, without compensation therefore, the Wayside Rest Facility easement rights created by this Agreement to the City or to the City's successor in interest to the Burdened Property.

ARTICLE 5
MISCELLANEOUS

5.1 **Governmental Immunity.** Nothing contained herein shall be deemed a waiver by the City and/or by the County of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought against the City and/or the County, its successors or assigns, shall be subject to any governmental immunity defenses and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

5.2 **Hazardous Substances.**

5.2.1 **Hazardous Substances Authorized by Law.** The County agrees that hazardous substances, pollutants or contaminants shall not be used for the construction, operation, or maintenance of Wayside Rest Facility or other improvements within the Wayside Rest Facility Easement Area, or used for the construction, operation or maintenance of other improvements upon the Burdened Property pursuant to the Agreement, except in a manner as may be authorized by law.

5.2.2 City Not Responsible for County Release. Subject to Section 5.2.4, the City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release of any hazardous substances, pollutants, or contaminants, caused by the County.

5.2.3 **County Not Responsible for City Release.** Subject to Section 5.2.4, the County shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release of any hazardous substances, pollutants, or contaminants, caused by the City.

5.2.4 Environmental Remediation During Construction of the Project pursuant to the Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877. If a change order or supplemental agreement is needed for the completion of environmental remediation required by the construction of the Project pursuant to the Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877, the City and the County shall each pay 50% of such increased Project construction costs.

5.2.5 Environmental Remediation of Pre-Existing Soil Contamination Identified After Construction of the Project pursuant to the Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877. Environmental remediation required for the completion of the construction of the Project shall be a cost of construction pursuant to the Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877. If the Minnesota Pollution Control Agency (the "MPCA") or any related state or federal agency orders environmental remediation of the Burdened Property for pre-existing soil contamination after construction and unrelated to the Project pursuant to the Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877, City shall complete said environmental remediation at no cost to

County. City shall complete any such environmental remediation of pre-existing soil contamination identified after construction and unrelated to said Project with reasonable due diligence and in a manner consistent with reasonable application of MPCA guidelines for the required environmental remediation. The City shall hold the County harmless and indemnify the County for any claims, actions or orders related to the existing contaminated soils located on the Burdened Property subject to this Agreement for pre-existing soil contamination identified after construction and unrelated to the Project up to the maximum liability limits of the Minnesota Municipal Tort Claim Acts, Minnesota Statutes, Chapter 466.

5.2.6 Environmental Remediation of Third Party Release After Construction of the Project pursuant to the Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877. Subject to the any and all governmental immunities and subject to the maximum liability limits of the Minnesota Municipal Tort Claim Acts, Minnesota Statutes, Chapter 466, and as between the County and the City, the County and the City agree to equally share/pay for the cost of remediation for soil contamination caused by a third party release upon the Wayside Rest Facility Easement Area and/or upon the Burdened Property occurring after construction of the Project pursuant to the Joint Powers Agreement between the parties which is identified as Dakota County Contract #C0023877.

5.3 Indemnification and Insurance. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. The City and the County acknowledge and agree that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466.

In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. In order to insure a unified defense against any third party liability claim arising from the construction, operation, management, or maintenance of Wayside Rest Facility or other improvements within the Wayside Rest Facility Easement Area, the parties agree to require any contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minnesota Statutes § 466.04 during the term of such activity. All such insurance policies shall name County and City as additional insureds. The County and the City agree further that County shall be responsible to procure and/or provide insurance against casualty or loss for the four-season restroom structure and any future structure that the County may erect within the Wayside Rest Facility Easement Area pursuant to this Agreement.

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

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

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

5.7 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.

The balance of this page was intentionally left blank.

IN WITNESS WHEREOF, the County and the City have executed this Agreement as shown below.

DAKOTA COUNTY

_____
Kathleen A. Gaylord, Chair
Dakota County Board of Commissioners

Attested to By:

_____
Kelly D. Olson
Clerk to the Board

Approved by Dakota County
Board Resolution No. _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2013, before me a Notary Public within and for said County, personally appeared Kathleen A. Gaylord and Kelly D. Olson to me personally known, who being by me duly sworn, each did say that they are respectively the of Dakota County, a political subdivision of the State of Minnesota, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the Dakota County Board and said Chair of the County Board of Commissioners and the Clerk to the Board acknowledged said instrument to be the free act and deed of the County.

_____
Notary Public

Approved as to Form:

_____
Thomas R. Donely,
Assistant County Attorney

Date: _____

KS-13-81 (EF)
Contract # _____

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Mayor

Dated: _____ _____, 2013

ATTEST:

_____
Melissa Rheaume
Deputy City Clerk

Dated: _____ _____, 2013

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

AFTER RECORDING, RETURN THIS INSTRUMENT TO:

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

81000.09017/Document/Rock Island Swing Bridge Wayside Rest Facility Easement, Use and Maintenance Agreement, IGH and Dakota County, April 17, 2013 version

Exhibit A
Legal Description of the "Burdened Property"
(Dakota County Property Tax Identification No. 20-00200-78-011)
(Abstract Property)

All of the following premises situated in the Town of Inver Grove, in the County of Dakota, State of Minnesota, in Township 27 North, Range 22 West, in the Northeast Quarter of the Southwest Quarter of Section 2 and extending into the Northwest Quarter of the Southeast Quarter of Section 2, described as follows:

Commencing at the intersection of the South line of Gladstone Street and the West bank of the Mississippi River; thence Southeast along the West bank of the Mississippi River for a distance of approximately 68 feet; thence West along a line being approximately 65 feet South of and parallel to the South line of Gladstone Street for a distance of approximately 175 feet; thence South 86 degrees West, more or less, for a distance of approximately 720 feet; thence South along a line being approximately 200 feet West of and parallel to the North/South centerline of said Section 2 for a distance of approximately 355 feet to the South line of Government Lot 6 in said Section 2; thence West along the South line of said Government Lot 6 for a distance of approximately 610 feet; thence Northerly and on a 2 curve to the left for a distance of approximately 625 feet to the South line of Gladstone Street; thence Easterly along the South line of Gladstone Street for a distance of approximately 1,460 feet to the point of commencement.

Except any part thereof that lies within the following:

That part of Government Lots 5 and 6, Section 2, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at a cast iron judicial landmark set pursuant to Torrens Case No. 77717, which monument is on the North line of 66th Street East, also known as Dakota County Road No. 24, (formerly Gladstone Street in the plat of "Inver Grove Factory Addition, Dakota County, Minnesota") and 47.17 feet Easterly of a cast iron judicial landmark set pursuant to Torrens Case No. 77717 at the intersection of the center line of vacated Pullman Street and the North line of 66th Street East, measured along said North line; thence South 89 degrees 52 minutes West (assumed bearing) along the North line of 66th Street East as marked by judicial landmarks set pursuant to Torrens Case No. 77717 a distance of 151.29 feet; thence South 16 degrees 53 minutes 49 seconds East 54.39 feet to the point of beginning of the land to be described said point being marked by a judicial landmark set in District Court File C7-98-9466; thence South 16 degrees 53 minutes 49 seconds East 265 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 73 degrees 06 minutes 11 seconds East 5.45 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence South 16 degrees 53 minutes 49 seconds East 33.29 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence South 15 degrees 32 minutes 28 seconds East 363.98 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence South 19 degrees 52 minutes 47 seconds East 270.08 feet to a point marked by a judicial landmark set in

District Court File C7-98-9466; thence North 28 degrees 54 minutes 23 seconds East 279.16 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 89 degrees 48 minutes 53 seconds West 59.96 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 also being on a non-tangential curve concave to the Southeast a radial line of which bears South 57 degrees 05 minutes 22 seconds East from said point; thence Northerly along said curve, radius 1407.39 feet, central angle 29 degrees 46 minutes 32 seconds 731.39 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 00 degrees 11 minutes 07 seconds East 11.53 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 on a non-tangential curve concave to the North, a radial line of which bears North 16 degrees 56 minutes 08 seconds West from said point; thence Westerly along said curve, radius 565.00 feet, central angle 24 degrees 50 minutes 15 seconds 244.93 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 82 degrees 05 minutes 53 seconds West, tangent to said curve 1.09 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence Northwesterly along a 528.69 foot radius tangential curve, concave to the Northeast, central angle 33 degrees 33 minutes 49 seconds 309.70 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 89 degrees 48 minutes 53 seconds West 126.71 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 on a non-tangential curve concave to the West, a radial line of which bears South 85 degrees 31 minutes 23 seconds West from said point; thence Northerly along said curve, radius 2914.93 feet, central angle 00 degrees 42 minutes 27 seconds 36.04 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 89 degrees 34 minutes 47 seconds West 241.54 feet to the point of beginning which point is marked by a judicial landmark set in District Court File C7-98-9466.

Exhibit B

Legal Description of the "Wayside Rest Facility Easement Area"
(Part of Dakota County Property Tax Identification No. 20-00200-78-011)
(Abstract Property)

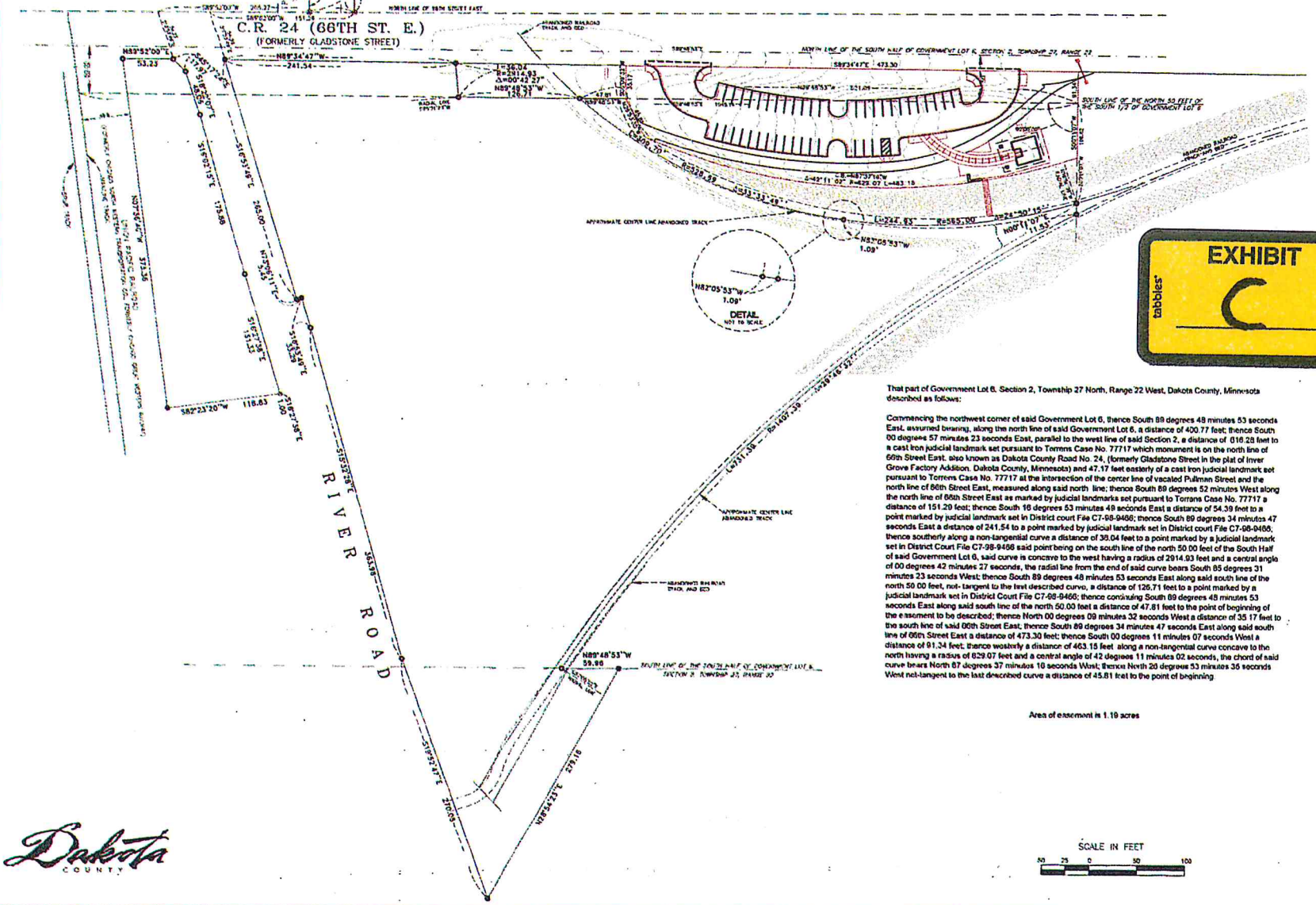
That part of Government Lot 6, Section 2, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:

Commencing the northwest corner of said Government Lot 6, thence South 89 degrees 48 minutes 53 seconds East, assumed bearing, along the north line of said Government Lot 6, a distance of 400.77 feet; thence South 00 degrees 57 minutes 23 seconds East, parallel to the west line of said Section 2, a distance of 616.28 feet to a cast iron judicial landmark set pursuant to Torrens Case No. 77717 which monument is on the north line of 66th Street East, also known as Dakota County Road No. 24, (formerly Gladstone Street in the plat of Inver Grove Factory Addition, Dakota County, Minnesota) and 47.17 feet easterly of a cast iron judicial landmark set pursuant to Torrens Case No. 77717 at the intersection of the center line of vacated Pullman Street and the north line of 66th Street East, measured along said north line; thence South 89 degrees 52 minutes West along the north line of 66th Street East as marked by judicial landmarks set pursuant to Torrens Case No. 77717 a distance of 151.29 feet; thence South 16 degrees 53 minutes 49 seconds East a distance of 54.39 feet to a point marked by judicial landmark set in District court File C7-98-9466; thence South 89 degrees 34 minutes 47 seconds East a distance of 241.54 to a point marked by judicial landmark set in District court File C7-98-9466; thence southerly along a non-tangential curve a distance of 36.04 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 said point being on the south line of the north 50.00 feet of the South Half of said Government Lot 6, said curve is concave to the west having a radius of 2914.93 feet and a central angle of 00 degrees 42 minutes 27 seconds, the radial line from the end of said curve bears South 85 degrees 31 minutes 23 seconds West; thence South 89 degrees 48 minutes 53 seconds East along said south line of the north 50.00 feet, not- tangent to the last described curve, a distance of 126.71 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence continuing South 89 degrees 48 minutes 53 seconds East along said south line of the north 50.00 feet a distance of 47.81 feet to the point of beginning of the easement to be described; thence North 00 degrees 09 minutes 32 seconds West a distance of 35.17 feet to the south line of said 66th Street East; thence South 89 degrees 34 minutes 47 seconds East along said south line of 66th Street East a distance of 473.30 feet; thence South 00 degrees 11 minutes 07 seconds West a distance of 91.34 feet; thence westerly a distance of 463.15 feet along a non-tangential curve concave to the north having a radius of 629.07 feet and a central angle of 42 degrees 11 minutes 02 seconds, the chord of said curve bears North 87 degrees 37 minutes 16 seconds West; thence North 26 degrees 53 minutes 35 seconds West not-tangent to the last described curve a distance of 45.81 feet to the point of beginning.

Exhibit C

Depiction of the "Wayside Rest Facility Easement Area"

MRRT - RISB PROJECT INVER GROVE HEIGHTS



That part of Government Lot 6, Section 2, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:

Commencing the northwest corner of said Government Lot 6, thence South 89 degrees 48 minutes 53 seconds East, assumed bearing, along the north line of said Government Lot 6, a distance of 400.77 feet; thence South 00 degrees 57 minutes 23 seconds East, parallel to the west line of said Section 2, a distance of 016.28 feet to a cast iron judicial landmark set pursuant to Torrens Case No. 77717 which monument is on the north line of 66th Street East, also known as Dakota County Road No. 24, (formerly Gladstone Street in the plat of Inver Grove Factory Addition, Dakota County, Minnesota) and 47.17 feet easterly of a cast iron judicial landmark set pursuant to Torrens Case No. 77717 at the intersection of the center line of vacated Pullman Street and the north line of 66th Street East, measured along said north line; thence South 89 degrees 52 minutes West along the north line of 66th Street East as marked by judicial landmarks set pursuant to Torrens Case No. 77717 a distance of 151.20 feet; thence South 16 degrees 53 minutes 49 seconds East a distance of 54.39 feet to a point marked by judicial landmark set in District court File C7-98-9466; thence South 89 degrees 34 minutes 47 seconds East a distance of 241.54 to a point marked by judicial landmark set in District court File C7-98-9466; thence southerly along a non-tangential curve a distance of 38.04 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 said point being on the south line of the north 50.00 feet of the South Half of said Government Lot 6, said curve is concave to the west having a radius of 2914.93 feet and a central angle of 00 degrees 42 minutes 27 seconds, the radial line from the end of said curve bears South 85 degrees 31 minutes 23 seconds West; thence South 89 degrees 48 minutes 53 seconds East along said south line of the north 50.00 feet, not- tangent to the last described curve, a distance of 126.71 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence continuing South 89 degrees 48 minutes 53 seconds East along said south line of the north 50.00 feet a distance of 47.81 feet to the point of beginning of the easement to be described; thence North 00 degrees 09 minutes 32 seconds West a distance of 35.17 feet to the south line of said 66th Street East, thence South 89 degrees 34 minutes 47 seconds East along said south line of 66th Street East a distance of 473.30 feet; thence South 00 degrees 11 minutes 07 seconds West a distance of 91.34 feet; thence westerly a distance of 463.15 feet along a non-tangential curve concave to the north having a radius of 829.07 feet and a central angle of 42 degrees 11 minutes 02 seconds, the chord of said curve bears North 87 degrees 37 minutes 10 seconds West; thence North 20 degrees 53 minutes 36 seconds West not-tangent to the last described curve a distance of 45.81 feet to the point of beginning.

Area of easement is 1.19 acres

LEGEND

- Set Judicial Land Mark consisting of a 3/4"x24" aluminum rod with a 3-1/4" diameter aluminum disc on top stamped "JUDICIAL LANDMARK, DO NOT DISTURB, REG. NO. 16099"
- Found Judicial Land Mark per Torrens Case No. 77717
- Iron monument set
- Iron monument found
- Masonry nail set

SCALE IN FEET

50 25 0 50 100

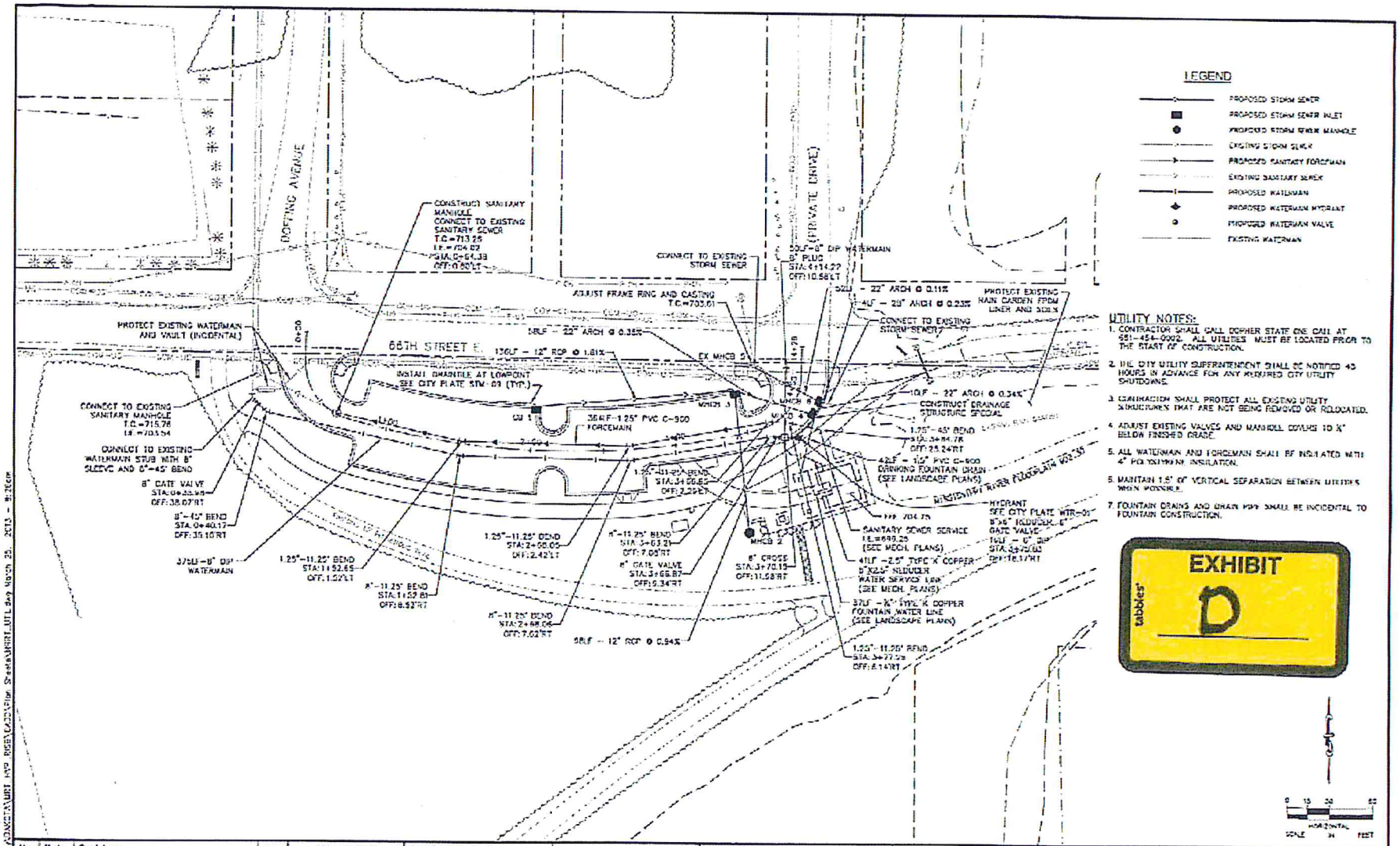
Dakota COUNTY

CITY OF INVER GROVE HEIGHTS MINNESOTA

CS 505

Exhibit D

Depiction of Proposed Utilities located within the "Wayside Rest Facility Easement Area"



UTILITY NOTES:

1. CONTRACTOR SHALL CALL GOPHER STATE ONE CALL AT 651-454-0002. ALL UTILITIES MUST BE LOCATED PRIOR TO THE START OF CONSTRUCTION.
2. THE CITY UTILITY SUPERINTENDENT SHALL BE NOTIFIED 48 HOURS IN ADVANCE FOR ANY REQUIRED CITY UTILITY SHUTDOWNS.
3. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY STRUCTURES THAT ARE NOT BEING REMOVED OR RELOCATED.
4. ADJUST EXISTING VALVES AND MANHOLE COVERS TO 6" BELOW FINISHED GRADE.
5. ALL WATERMAIN AND FORCEMAIN SHALL BE INSULATED WITH 4" POLYSTYRENE INSULATION.
6. MAINTAIN 1.5' OF VERTICAL SEPARATION BETWEEN UTILITIES WHEN POSSIBLE.
7. FOUNTAIN DRAINS AND DRAIN PIPE SHALL BE INCIDENTAL TO FOUNTAIN CONSTRUCTION.

No.	Date	Revisions	App.

DRAWING NAME: MRRT_UTL.dwg
DESIGNED BY: SMJ
DRAWN BY: SMJ
CHECKED BY: CJF
DATE: 03/27/2015
PROJECT NO. 160543015

Kimley-Horn and Associates, Inc.
5660 UNIVERSITY AVE. WEST, SUITE 250N
ST. PAUL, MINNESOTA 55114
TEL NO. 651 645-6167
FAX NO. 651 645 5798

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ERIC FOSUD, P.E.
DATE: 03/27/2015 MN LIC. NO. 46761

Dakota County

Inver Grove Heights

MISSISSIPPI RIVER REGIONAL TRAIL
ROCK ISLAND SWING BRIDGE
WAYSIDE REST FACILITIES
STATE PROJ. 019-000-003
COUNTY PROJ. 93-121
CITY PROJ. 2013-06

DRAINAGE AND UTILITY PLAN

SHEET NO. C125

30/95

X:\TPC_CIVIL\Civil\2-CONSTRUCTION\MRRT_UTL.dwg March 25, 2013 - 8:26am

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Approval of Turf Care Products in the Park System for 2013

Meeting Date: April 22, 2013
Item Type: Consent Agenda
Contact: Mark Borgwardt
Prepared by: Mark Borgwardt
Reviewed by: Eric Carlson

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED
Award fertilizer, top dressing, compost, herbicide, and grass seed to low quote as designated below.

SUMMARY
Requests for price quotes were sent to vendors for providing fertilizer, top dressing, compost, herbicide, and grass seed to City of Inver Grove Heights Parks Division in 2013. Actual quantities ordered will be determined by Parks Superintendent based on approved 2013 budget and turf requirements. The table below summarizes price quotes received. It is recommended low price quote be accepted for each product.

FERTILIZER

	Cycle Works Golf Supply	**Reinders Inc.**	**JRK Seed &Turf Supply**
17-17-17 starter	$1,069/ton	$620/ton low quote	$706/ton

TOP DRESSING

	Cycle Works Golf Supply	**Sports Turf Specialists Inc.**	**Plaisted Companies Inc.**
Sand	No Bid	$9.00/ton low quote	$27.45/ton
Gypsum	$249/ton	$150.00/ton low quote	No Bid

COMPOST

	Sports Turf Specialists Inc.	**Twin City Seed Company**	**Reinders Inc.**	**Cycle Works Golf Supply**
2-3-3 Sustane	No Bid	$494/ton	$468/ton Low quote	No bid
2-1-2 Healthy Gro	$222/ton low quote	No Bid	No Bid	$312/ton
6-2-4 Healthy Gro	$675/ton low quote	No Bid	$1065/ton	No Bid

HERBICIDE

	Reinders Inc.	Tessman	JRK Seed And Turf Supply
Pro-Deuce	$67/gallon	$56.76/gal low quote	$65.16/gal.
Roundup	$17/gal	$15.20/gal Low quote	$16.70/gal
Garlon 4	$92/gallon	$55.93/gal	$53.66/gal

GRASS SEED MIX

	JRK Seed and Turf Supply	Twin City Seed Company	Agassiz Seed and Supply	Reinders Inc.	Tessman
Athletic	$2.34/lb.	$1.53/lb.	$1.24/lb. low quote	$1.48/lb.	$1.81/lb
Overseed	$1.55/lb.	$1.19/lb. low quote	$1.20/lb.	$1.38/lb.	$1.30/lb
Sunny/Tuff Stuff	$1.36/lb.	$1.15/lb.	$1.09/lb Low quote	$1.10/lb	$1.20/lb
Annual Rye	$0.55/lb.	$0.52/lb. low quote	$0.59/lb	$0.59/lb	$0.64/lb

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Naming of Park Land

Meeting Date:	April 22, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	[ ]	None
Contact:	Eric Carlson – 651.450.2587	[ ]	Amount included in current budget
Prepared by:	Eric Carlson	[ ]	Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[X]	Other

PURPOSE/ACTION REQUESTED

The Council is asked to determine the name of specific park land that has been acquired by the City of Inver Grove Heights. Specifically the recommendation is to name the 17 acres that is associated with the acquisition of the Rock Island Swing Bridge. The Park and Recreation Commission is recommending "Swing Bridge Park" by a 7-0 vote at their last meeting.

SUMMARY

In June of 2011 the City Council approved a Park & Recreation Facility Naming Policy (attached) that had been recommended to the Council by the Park and Recreation Commission. The policy outlines the process and considerations that should be given to naming parks and recreational facilities.

The current City of Inver Grove Heights Park System has 27 parks that include approximately 570 acres located across the City, not including the 235 acres at Inver Wood Golf Course. In October of 2009, the City acquired 17 acres of tax forfeited property from the State of Minnesota for the purposes of park, trail, and scenic overlook. The purpose of the acquisition was for the City to become the owner of the Rock Island Swing Bridge so that the City could:

- Reuse it as a scenic overlook along the Mississippi River
- Connect the Rock Island Swing Bridge to the Mississippi River Regional Trail
- Work with Dakota County on the construction of MRRT Trailhead facilities
- So that visitors could have public access to the Mississippi River

In 2010/11 the City constructed the first phase of improvements by reconstructing portions of the former Rock Island Swing Bridge and turned it into a 670' recreational pier. The second phase of the project occurred in 2012 as the City built connecting trails, rebuilt the portions of 66th St and extended public utilities to the site for the future trailhead. Phase three is scheduled for 2013 in cooperation with Dakota County and will include a parking lot, restroom facility, picnic shelter, way finding signage, and historical interpretation.

Given the location of the 17 acres it is recommended that the area be recognized as an Inver Grove Heights park and for it to be named by official resolution of the City Council.

In using the qualifying naming categories found in the naming policy some of the recommended options include:

- Rock Island Swing Bridge Park
- Swing Bridge Park
- River Pier Park
- Others?

The Commission recommendation is "Swing Bridge Park".

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION NAMING SWING BRIDGE PARK

WHEREAS, the City of Inver Grove Heights has approximately 570 acres of city owned public parkland located in 27 distinct parks.

WHEREAS, in June of 2011 the City Council adopted a Park and Recreation Facility Naming Policy to help guide the City in the naming of parks and recreational facilities.

WHEREAS, the City of Inver Grove Heights (City) owns 17 acres of tax forfeited property that was acquired from the State of Minnesota for park, trail, and scenic overlook purposes.

WHEREAS, the parcels are identified as Dakota County Property Identification Numbers:

20-36500-41-150
20-00200-75-010
20-00200-78-011

WHEREAS, the City of Inver Grove Heights and Dakota County have been working cooperatively on public park and trail improvements that will benefit the public.

WHEREAS, the City of Inver Grove Heights will continue to own the land after the public improvements have been made.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inver Grove Heights, Minnesota wishes to name the aforementioned 17 acres of tax forfeited property as Swing Bridge Park generally located at 4465 66th St.

Adopted by the City Council of Inver Grove Heights this 22nd day of April 2013.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

Administrative Policy & Procedure	
Department	Parks & Recreation
Specific Policy	Park & Recreation Facility Naming Policy
Approved by Council	June 27, 2011
Date Revised by Council	

Purpose

The purpose of this policy is to establish a naming policy for public parks and recreational facilities by selecting a name that is appropriate and is in conformance with this policy. Naming of our Park, properties and facilities promotes standardization, consistency and creates a sense of place and allows for better geographic location by all because of this practice.

Objectives

- Ensure that parks, recreational areas, and facilities are easily identified and located
- Ensure that given names to parks, recreational areas and facilities are consistent with the values and character of the area served
- Encourage participation in the naming, renaming and dedication of parks, recreation areas and facilities.

Qualifying Name Categories

- Geographic location to facility
- Outstanding feature
- Adjoining subdivision
- Historical event or group
- Contribution to acquisition/development
- As may be required by acquisition process

Procedure

It shall be the policy of the City of Inver Grove Heights to refer any activity involving the naming or renaming of all city-owned park lands or recreational facilities to the Park and Recreation Commission. The Park & Recreation Commission shall recommend to the City Council, for approval, names of new lands and facilities.

Priority One – per comprehensive plan

- Natural, geological or other prominent feature of the property – i.e.
- Based on the name of the subdivision – i.e. Broadmoor Park
- According to location or street name – i.e. Rich Valley Park

Priority Two – secondary consideration

- Historical ownership of the parcel – i.e. Harmon Park
- Naming as a condition of acquisition – i.e.
- To honor a regional or national people group – i.e.
- According to adjacent public facility – i.e. Veterans Memorial Park
- Based on public comment or suggestion – i.e.

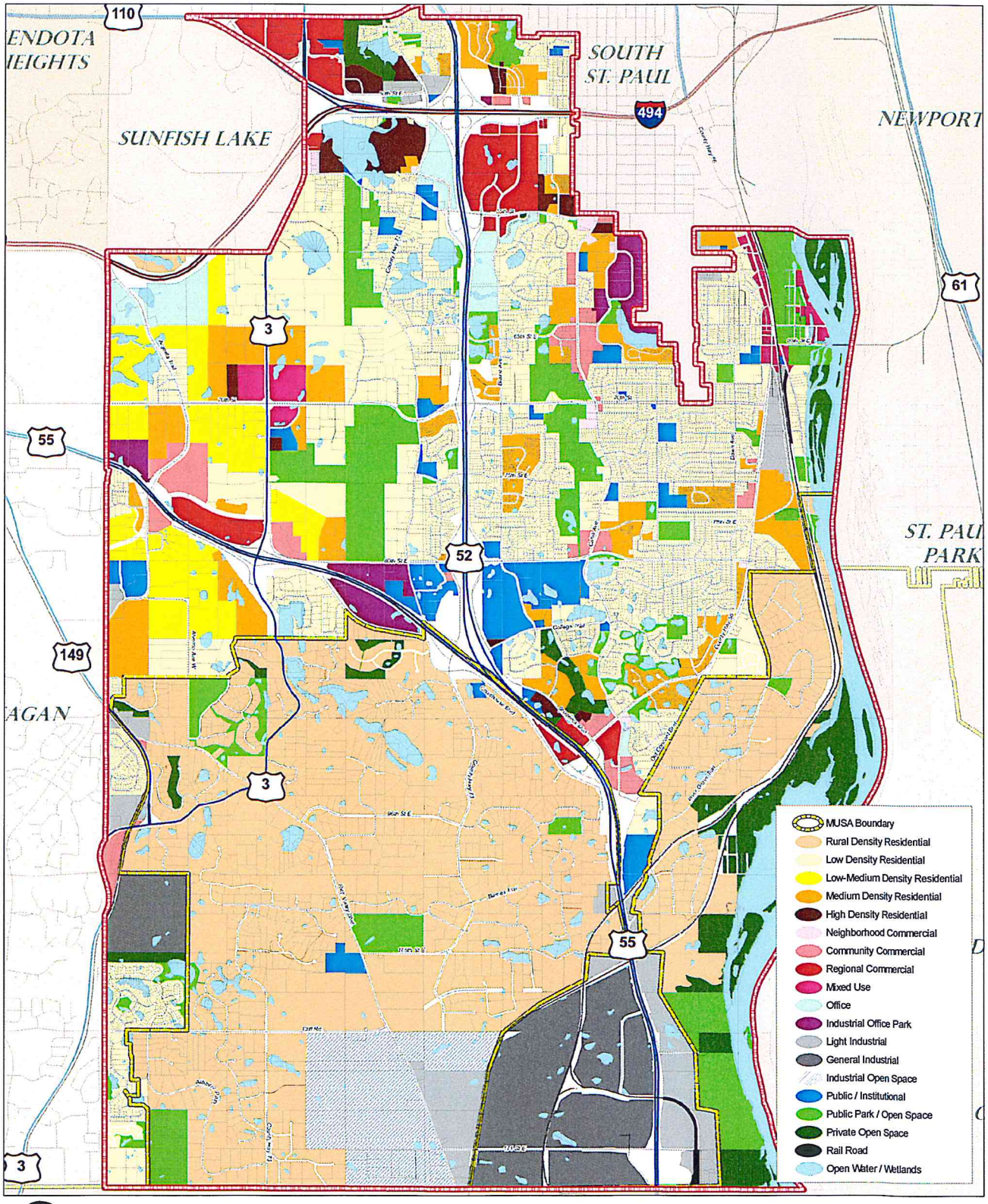
Priority Three – special consideration

- When 50% or more of the value of the property is donated
- When 50% or more of the cost of development is donated
- When an individual, group, association or business played a specific and major role in the acquisition or development

Priority Four – renaming

- Renaming of parks, recreational areas, and facilities should only be done with great thought and care
- Only those parks and facilities named for location or subdivision shall be considered for renaming
- Before renaming, research as to why the name was establish should be reviewed, is the name a part of an agreement the City entered into
- Renaming of facilities named after individuals or groups shall not be changed unless it is found that the character is or was such that the continued use of the name would not be in the best interest of the community
- If it is determined that renaming is necessary, the naming process should be followed

Figure 2.2: Land Use Plan



CITY OF INVER GROVE HEIGHTS

0 0.25 0.5 1 1.5 Miles

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CONSIDER APPROVAL OF THE 2013/2014 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND LAW ENFORCEMENT LABOR SERVICES (LELS), LOCAL 84

Meeting Date:	April 22, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	JTeppen, Asst. City Admin.	x	Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
		x	Other

PURPOSE/ACTION REQUESTED Consider approval of the proposed 2013/2014 labor agreement between the City of Inver Grove Heights and LELS, Local 84 effective January 1, 2013, through December 31, 2014.

SUMMARY The City of Inver Grove Heights maintains a labor agreement with LELS, Local 84 which represents the City's Police Officers. When reviewing conditions of employment and economic feasibility, the City compares wages, and benefits to those of similar communities.

The City and LELS, Local 84 were able to reach agreement on the terms and conditions of this agreement through negotiations and an across the board increase of 2% in 2013 and 2% in 2014 were agreed to.

There were additional provisions proposed by both parties where we did not reach agreement. This agreement represents an equitable conclusion of bargaining to meet the needs of both parties. The Police Officer group voted to ratify the proposed agreement on Monday, April 15.

The funds to cover a portion of this increase are included in the 2013 general fund budget. Staff recommends that the remaining amount ($10,800) come from the contingency fund. The 2013 General Fund Contingency budget is $148,000, and there have been no expenses to that fund to date. The 2014 wage increase will be calculated into the 2014 budget.

AGENDA ITEM_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve the 2012 Budget for the Economic Development Authority Fund

Meeting Date:	April 22, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Kristi Smith 651-450-2521		Amount included in current budget
Prepared by:	Kristi Smith, Finance Director	X	Budget amendment requested
Reviewed by:	Joe Lynch, City Administrator		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the 2012 budget for the Economic Development Authority Fund.

SUMMARY

On August 1, 2011 the Economic Development Authority recommended adoption of the 2012 Economic Development Authority budget. However, upon review of City Council minutes auditors from Kern, DeWenter, Viere, Ltd. brought it to our attention that City Council never acted on the 2012 Economic Development Authority budget. Staff believes that it was unintentionally excluded and has provided reports throughout the year as if the budget had been approved. The City Council has approved the 2013 Economic Development Authority budget.

2012 budget spreadsheets are attached.

Staff recommends approval of the Economic Development Authority budget for 2012.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ADOPTING THE 2012
ECONOMIC DEVELOPMENT AUTHORITY FUND BUDGET

WHEREAS, on December 12, 2011 Council approved Resolution 11-234, adopting the final 2012 budgets, which did not include the Economic Development Authority Fund.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Inver Grove Heights that the 2012 budget for the Economic Development Authority Fund is $49,800.

Adopted by the City of Inver Grove Heights this 22nd day of April 2013.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

City of Inver Grove Heights
Proposed 2012 Budget

Econ Development

Account Number	Account Description	2009 Actual	2010 Actual	2011 Amended Budget	04/30/11 Actual	2011 Forecast	2012 Department Request	2012 City Admin Recommended
Total Revenues		0	0	0	0	0	49,800	49,800
Personnel		0	0	0	0	0	14,400	14,400
Prof/Tech Services		0	0	0	0	0	8,000	8,000
Other Purchased Services		0	0	0	0	0	25,400	25,400
Supplies		0	0	0	0	0	2,000	2,000
Total Expenses		0	0	0	0	0	49,800	49,800

City of Inver Grove Heights
Proposed 2012 Budget

Econ Development

Account Number	Account Description	2009 Actual	2010 Actual	2011 Amended Budget	04/30/11 Actual	2011 Forecast	2012 Department Request	2012 City Admin Recommended
391-10	Transfers In	0	0	0	0	0	500,000	500,000
399-20	Contribution from Retained Earning:	0	0	0	0	0	(450,200)	(450,200)
Total Revenues		**0**	**0**	**0**	**0**	**0**	**49,800**	**49,800**
10-10	Regular Full-time	0	0	0	0	0	11,600	11,600
20-10	Flexible Comp. Spending	0	0	0	0	0	400	400
20-30	Employer Social Security	0	0	0	0	0	700	700
20-35	Employer Medicare	0	0	0	0	0	200	200
20-40	Employer PERA	0	0	0	0	0	800	800
Personnel		**0**	**0**	**0**	**0**	**0**	**14,400**	**14,400**
30-15	Fiscal Consultants	0	0	0	0	0	2,000	2,000
30-42	Legal - Corporate	0	0	0	0	0	4,000	4,000
30-44	Legal - Bond Counsel	0	0	0	0	0	1,500	1,500
30-70	Other Professional Services	0	0	0	0	0	500	500
Prof/Tech Services		**0**	**0**	**0**	**0**	**0**	**8,000**	**8,000**
50-25	Advertising/Published Notices	0	0	0	0	0	200	200
50-70	Dues, Licenses & Subscriptions	0	0	0	0	0	25,200	25,200
Other Purchased Services		**0**	**0**	**0**	**0**	**0**	**25,400**	**25,400**
60-65	Supplies - Other	0	0	0	0	0	2,000	2,000
Supplies		**0**	**0**	**0**	**0**	**0**	**2,000**	**2,000**
Total Expenses		**0**	**0**	**0**	**0**	**0**	**49,800**	**49,800**

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	April 22, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent	[ ]	None
Contact:	Lt. Sean Folmar (651) 450-2465 Police Department	[X]	Amount included in current budget
Prepared by:	Lt. Sean Folmar	[ ]	Budget amendment requested
Reviewed by:	Chief Larry Stanger	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[ ]	Other

PURPOSE/ACTION REQUESTED:

Approve an amended Joint Powers Agreement between the City of Inver Grove Heights and Dakota County for the purpose of establishing a pharmaceutical drug disposal program.

SUMMARY:

The nonmedical use of and disposal of prescription drugs are growing problems in the United States. Expired or unwanted prescriptions or over-the-counter medications from households have traditionally been disposed of by flushing them down the toilet or drain which can cause pollution in wastewater and which has been demonstrated to cause adverse effects to fish and other aquatic life. Prescription drugs are highly susceptible to diversion, misuse and abuse. According to the 2009 National Survey on Drug Use and Health, more Americans currently abuse prescription drugs than the number of those using cocaine, hallucinogens, and heroin combined. Studies show that people who abuse prescription drugs often obtain them from family and friends, including from the home medicine cabinet. Medications are also a significant cause of accidental poisoning and death. Removing expired or unwanted prescriptions or over-the-counter medications from the possibility of potential abuse and keeping them out of the environment is an important goal. Dakota County has established a pharmaceutical drug disposal program to facilitate the collection and proper disposal of unused, unwanted, or expired pharmaceutical drugs, including controlled substances, by installing a secure drop box at local police departments and the Dakota County Sheriff's Office

The requested Joint Powers Agreement allows The Inver Grove Heights Police Department to participate with Dakota County's pharmaceutical disposal program. The cost of the drop box is covered through the Dakota County Drug Task Force, however, the costs associated with the installation, removal, and maintenance will be those of the city.

JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY OF INVER GROVE HEIGHTS FOR PHARMACEUTICAL DRUG DISPOSAL PROGRAM

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Dakota County ("County") and the City of Inver Grove Heights ("City") are political subdivisions of the State of Minnesota; and

WHEREAS, the nonmedical use of and disposal of prescription drugs are growing problems in the United States; and

WHEREAS, expired or unwanted prescriptions or over-the-counter medications from households have traditionally been disposed of by flushing them down the toilet or drain which can cause pollution in wastewater and which has been demonstrated to cause adverse effects to fish and other aquatic life; and

WHEREAS, prescription drugs are highly susceptible to diversion, misuse and abuse; and

WHEREAS, according to the 2009 National Survey on Drug Use and Health, more Americans currently abuse prescription drugs than the number of those using cocaine, hallucinogens, and heroin combined; and

WHEREAS, studies show that people who abuse prescription drugs often obtain them from family and friends, including from the home medicine cabinet; and

WHEREAS, medications are also a significant cause of accidental poisoning and death; and

WHEREAS, removing expired or unwanted prescriptions or over-the-counter medications (collectively referred to herein as "pharmaceutical drugs") from the possibility of potential abuse and keeping them out of the environment is an important goal; and

WHEREAS, the City desires to establish a pharmaceutical drug disposal program to facilitate the collection and proper disposal of unused, unwanted, or expired pharmaceutical drugs, including controlled substances ("Program") and the County desires to provide assistance for the Program.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and the City shall derive from this Agreement, the County and the City hereby enter into this Agreement for the purposes stated herein.

SECTION 1
PURPOSE

The purpose of this Agreement is to define the responsibilities and obligations of the County and the City for the organization and implementation of the Program.

SECTION 2
PARTIES

The parties to this Agreement are Dakota County, Minnesota ("County") and the City of Inver Grove Heights, Minnesota ("City").

SECTION 3
TERM

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2015, unless earlier terminated by law or according to the provisions of this Agreement.

SECTION 4
COOPERATION

The parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

SECTION 5
OBLIGATIONS OF THE PARTIES

5.1 RESPONSIBILITIES OF THE PARTIES.

A. Program Approval and Reporting Requirements.

- The City shall obtain any necessary approvals from the Minnesota Pollution Control Agency ("MPCA") for conducting the Program, including obtaining a hazardous waste generator number if necessary.
- In accordance with federal law, the City shall obtain any necessary approvals from the U.S. Drug Enforcement Administration Program ("DEA") for conducting the Program.
- The City shall obtain any necessary approvals from the Minnesota Board of Pharmacy ("MBP") for conducting the Program.
- The City is responsible for generating and filing any necessary reports with the MPCA, the DEA, and the MBP, or with any other local, state, or federal government or agency as required by any applicable law, statute, ordinance, rule or regulation.

B. Drop Box.

- The City will install a drop box in a secure location at the City's Police Department. The costs associated with installing the drop box shall be the responsibility of the City.
- If requested by the City, the County, through its Communications Department and Sheriff's Office, will provide signage for the drop box consistent with signage provided by the County to other cities participating in the Program.
- The City shall be responsible for the maintenance of the drop box and the costs thereof.

C. Collection, Monitoring and Transportation to Dakota County Drug Task Force.

- The drop box must be monitored by licensed peace officers employed by the City.
- The City, through the use of its licensed peace officers, is responsible for collecting and packaging pharmaceutical drugs collected in the drop box. The packaging must be of a type that is appropriate for the waste and will be accepted by the incinerator selected by the County pursuant to Section 5.1(E) of this Agreement.
- The costs associated with monitoring the drop box and collecting/packaging/storing the collected pharmaceutical drugs shall be the responsibility of the City.
- After removing the collected pharmaceutical drugs from the drop box, licensed peace officers of the City's Police Department shall store the collected pharmaceutical drugs in a secure location at the police department until the pharmaceutical drugs are either properly disposed of or transferred to the Dakota County Drug Task Force for disposal.
- The City, through the use of licensed peace officers employed by the City, is responsible for transporting the collected pharmaceutical drugs to the Dakota County Drug Task Force to relinquish the collected pharmaceutical drugs for the purpose of disposal. The City shall be responsible for the costs associated with said transportation. Prior to relinquishing possession of the collected pharmaceutical drugs, the City shall record the weight of the pharmaceuticals and

the number of containers given to the Dakota County Drug Task Force and shall report this information to the County's liaison.

- The County and the City will develop a mutually agreed upon chain of custody process to document the transfer and disposal of containers of collected pharmaceutical drugs.

D. Collection and Disposal of Unacceptable Wastes.

- The following wastes will not be accepted for collection in the drop box: sharps; thermometers; cancer medications (chemotherapy or radioactive pharmaceutical wastes); and medical waste or items contaminated with bodily fluids (e.g., bandaging, empty IV bags, etc.).
- If any such unacceptable wastes or other hazardous material are collected in the drop box, the City is responsible for managing these wastes by removing them from the drop box and packaging them in appropriate containers.
- The City shall be responsible for bringing sharps, thermometers and cancer medications to the Dakota County Recycling Zone, 3365 Dodd Rd, Eagan, or to another mutually agreed upon location. The County, at County expense, will properly dispose of these unacceptable wastes. Medical waste or items contaminated with bodily fluids (e.g., bandaging, empty IV bags, etc.) will not be accepted at the Dakota County Recycling Zone and the City shall be responsible for the management of any such waste, including the disposal thereof.
- The City shall be responsible for the management of any trash (e.g., cans, bottles, paper bags, etc.) collected in the drop box, including the disposal thereof.

E. Disposal of Collected Pharmaceutical Drugs.

- The County, through the Dakota County Sheriff's Office, shall be responsible for transporting the pharmaceutical drugs for disposal. The County shall be responsible for the costs associated with said transportation.
- The final method of disposal will be by incineration at a licensed/permitted incinerator within the State of Minnesota. The County, through its Environmental Management Department, shall select and execute a contract with the disposal facility (ies) for the disposal of the collected pharmaceutical drugs.
- During each calendar year of the term of this Agreement, the County shall pay for the costs of disposing the pharmaceutical drugs at the selected incinerator(s); however, said disposal costs are limited to a cumulative amount of $15,000 each calendar year for all cities participating in the Program through separate joint powers agreements with the County.

F. Training.

- The County, through its Environmental Management Department and Sheriff's Office, will provide training to City employees on managing pharmaceutical wastes, as agreed to between the Director of the Environmental Management Department and the City's liaison.

G. Program Promotion and Acknowledgment.

- The City is responsible for local promotion of the Program.
- The County and City shall appropriately acknowledge each other in any promotional materials, signage, reports, publications, notices, and presentations relating to the Program. This section shall survive the expiration or termination of this Agreement.

5.2 COSTS OF EMPLOYEES. In carrying out their respective obligations under this Agreement, each party shall be responsible for payment to their own employees. No party shall be liable to the other party for any remuneration to the other party's employees.

5.3 COMPLIANCE WITH LAWS/STANDARDS. The City and County shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations in conducting the Program.

SECTION 6
INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 7
AUTHORIZED REPRESENTATIVES AND LIAISONS

7.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Kathleen A. Gaylord or successor, Chair
Dakota County Board of Commissioners
Administration Center
1590 Hwy. 55
Hastings, MN 55033

TO THE CITY: George Tourville or successor, Mayor
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55024

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division,1560 Highway 55, Hastings, Minnesota 55033.

7.2 LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison
Sheriff David Bellows
Telephone: (651) 438-4710
Email: dave.bellows@co.dakota.mn.us

City Liaison
Larry Stanger, Chief of Police
Telephone: (651) 450-2525
Email: lstanger@invergroveheights.org

SECTION 8
TERMINATION

8.1 IN GENERAL. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 45 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

8.2 TERMINATION FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the

Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the terminating party to the other party by facsimile is sufficient notice under this section. The terminating party is not obligated to pay for any services that are provided after written notice of termination for lack of funding. Neither party will be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

SECTION 9
GENERAL PROVISIONS

9.1 SUBCONTRACTING. The parties shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. Such consent shall not be unreasonably withheld. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignors unless otherwise agreed.

9.2 EXCUSED DEFAULT – FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

9.3 CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.

A. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

B. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the County and the City.

9.4 MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and the City.

9.5 MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.

9.6 MERGER. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

9.7 SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	April 22, 2013
Item Type:	Consent Agenda
Contact:	Judy Thill, 651-450-2495
Prepared by:	Judy Thill, Fire Chief
Reviewed by:	n/a

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

PURPOSE/ACTION REQUESTED Approve appointment of Assistant Fire Chief to full-time, permanent.

SUMMARY

Assistant Chief (AC) Eric Bergum has completed his 12 month probationary employment period with the City of Inver Grove Heights. I have completed a Performance Evaluation with him and find his work to Consistently Meet and/or Consistently Exceed Expectations. Before being hired into the Assistant Chief position, AC Bergum was a 23 year paid-on-call (POC) fire department employee with the Inver Grove Heights Fire Department, most recently at the rank of POC Deputy Chief.

Assistant Chief Bergum transitioned well from POC to full-time. Duties from several positions were combined and AC Bergum quickly learned those responsibilities on top of performing his regular duties. He reorganized the officer staff, ensuring a team that will work together well into the future and continue moving the fire department forward.

Assistant Chief Bergum was hired in the middle of the step Wage Scale for this position. He received an adjustment at the completion of his 6 month training period with the City. He will receive an adjustment due to the completion of this 12 month training period. His previous salary was $92,000 and his new salary is $94,500. This is included in the 2013 budget.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

PERSONNEL ACTIONS

Meeting Date:	April 22, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Jenelle Teppen, Asst. City Admin	X	Amount included in current budget
Prepared by:	Amy Jannetto, H.R. Coordinator		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
			Other

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

Please confirm the seasonal/temporary employment of: Golf – Michael Barnett and John Fisher. Parks – Tom Auge, Thomas Osborn, John Baltes, Travis Helling, Seth Boris, Nicholas Osborn, and Benjamin Kocer. Utilities – Anna Biljan. Recreation – Clarke Comer. Kids Rock – James Glewwe.

Please confirm the separation of employment of: Terry Kelley, Police Officer.

AGENDA ITEM 6A

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Order City Project No. 2013-09E – 2013 Pavement Management Program – Henry Avenue Bituminous Pavement Removal and Replacement

			Fiscal/FTE Impact:
Meeting Date:	April 22, 2013		None
Item Type:	Public Hearing		Amount included in current budget
Contact:	Thomas J. Kaldunski, 651-450-2572		Budget amendment requested
Prepared by:	Thomas J. Kaldunski, City Engineer		FTE included in current complement
Reviewed by:	Scott D. Thureen, Public Works Director		New FTE requested – N/A
	SDT	X	Other: Pavement Management Fund, Special Assessments

PURPOSE/ACTION REQUESTED

Consider resolution ordering the project, authorizing and approving the plans and specifications, approving advertisement for bids and approving a joint powers agreement with South St. Paul.

SUMMARY

The project was initiated by the City Council as part of the City's Pavement Management Program (PMP). The project involves removal of the existing bituminous pavement to a depth of four inches, subgrade correction where necessary, minor curb and gutter replacement, installation of four inches of new bituminous pavement, and boulevard restoration.

The street segment included in the project lies in Inver Grove Heights and South St. Paul, with its centerline on the corporate boundary. South St. Paul has scheduled this street for a full-depth bituminous pavement removal and replacement. This major street maintenance technique falls somewhere between a mill and overlay and a complete reconstruction in terms of life expectancy.

The street is 39 years old. Historically, the cities have worked together to maintain the streets that are located in both cities, with one City taking the lead to contract for the work and the cities sharing the cost under the terms of a joint powers agreement. In this case, South St. Paul would be the lead and would let a contract for the project.

Two properties in Inver Grove Heights (see Exhibit 1) would be included for assessments per the Pavement Management Program funding policy. The City would pay a minimum of 20 percent of the Inver Grove Heights' share of the cost (see Tables 1 and 2) and the balance would be assessed to the two parcels on a front-foot basis. Due to the fact that this maintenance technique is more involved than a mill and overlay, a 25 percent City contribution is proposed. This would result in an estimated assessment of $8,517.21 for the Xcel Energy parcel (equivalent to $0.196/SF) and $24,964.68 for the Frattalone parcel; (equivalent to $0.026/SF). A copy of an e-mail received from Xcel noting no objection to the estimated assessment is attached. A benefit analysis appraisal report, by Metzen Appraisals, indicates that the proposed assessments are sustainable. A joint powers agreement is provided to define the cities' responsibilities for the project, including the costs.

I recommend approval of the resolution ordering the project, authorizing and approving the plans and specifications, approving advertisement for bids and approving the Joint Powers Agreement.

TJK/kf

Attachments: Exhibit 1
Table 1
Table 2
Joint Powers Agreement
Resolution
E-mail from Xcel Energy

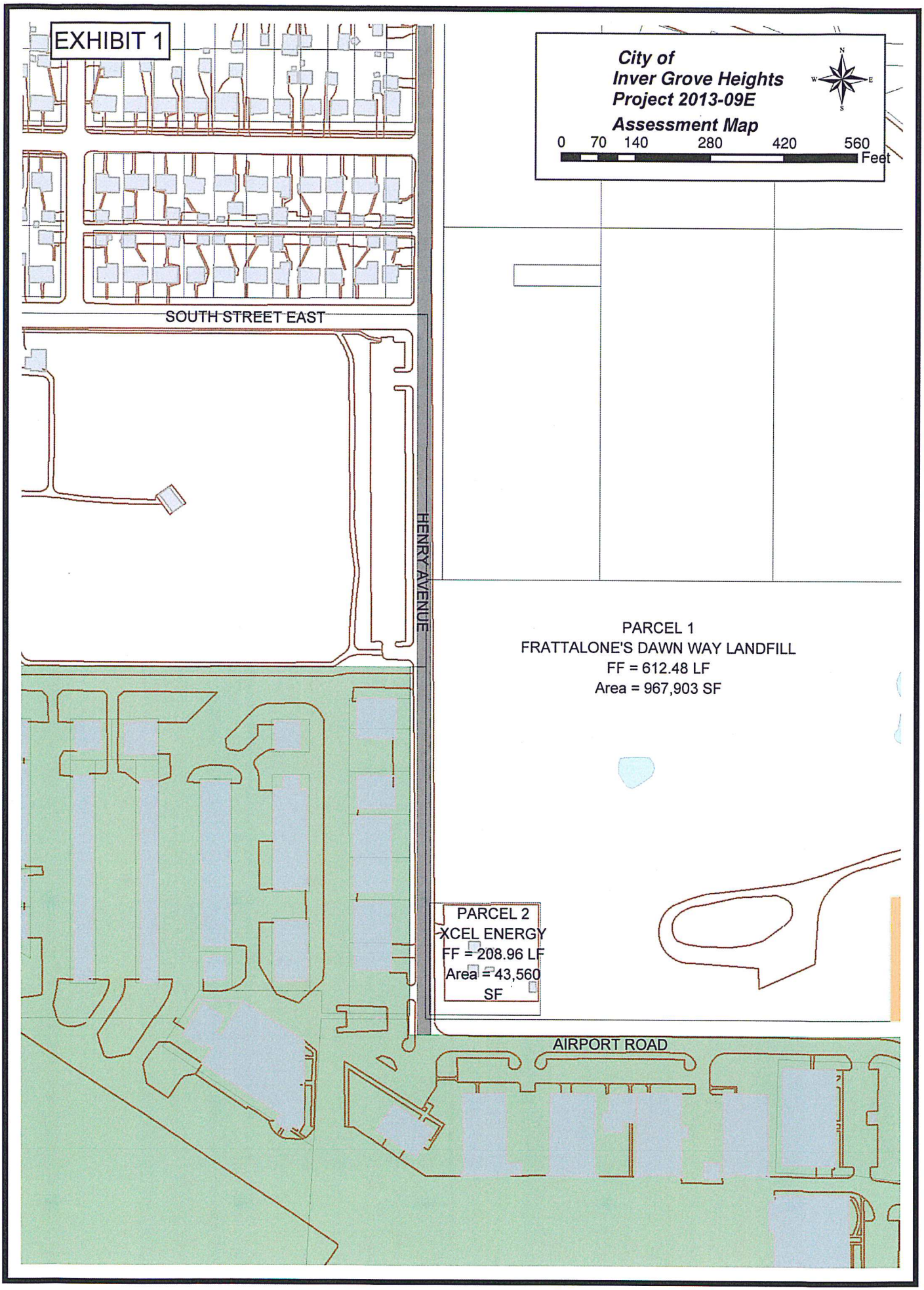


EXHIBIT 1
City of
Inver Grove Heights
Project 2013-09E
Assessment Map
0 70 140 280 420 560
Feet
SOUTH STREET EAST
HENRY AVENUE
PARCEL 1
FRATTALONE'S DAWN WAY LANDFILL
FF = 612.48 LF
Area = 967,903 SF
PARCEL 2
XCEL ENERGY
FF = 208.96 LF
Area = 43,560
SF
AIRPORT ROAD

PREPARED BY: JDS

MARCH 20, 2013

TABLE 1

CITY PROJECT NO. 2013-09E HENRY AVENUE BITUMINOUS REMOVAL AND REPLACEMENT - PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	OWNER NAME	OWNER ADDRESS	OWNER CITY, STATE	OWNER ZIP	PRELIMINARY ASSESSMENT
1	200341075020	FRATTALONES DAWNWAY LLLP	3205 SPRUCE STREET	LITTLE CANDADA, MN	55117	$ 24,964.68
2	200341077021	NORTHERN STATES POWER CO	414 NICOLLET MALL	MINNEAPOLIS, MN	55401	$ 8,517.21
					TOTAL:	**$ 33,481.89**

CHECKED BY: TJK

PREPARED BY: JDS

APRIL 12, 2013

TABLE 2
CITY PROJECT NO. 2013-09E HENRY AVENUE BITUMINOUS REMOVAL AND REPLACEMENT
FINANCING

ESTIMATED COSTS	TOTAL	IGH SHARE
CONSTRUCTION	$ 221,959.00	$ 37,203.00
CONTINGENCY	$ 22,196.00	$ 3,720.00
ENGINEERING	$ 22,196.00	
ADMINISTRATION		$ 3,720.00
	$ 266,351.00	**$ 44,643.00**

ESTIMATED TOTAL INVER GROVE HEIGHTS' COST SHARE	**$ 44,643.00**

CITY PARTICIPATION (25 PERCENT)	**$ 11,161.00**

AMOUNT TO BE ASSESSED	**$ 33,482.00**

CHECKED BY: TJK

JOINT POWERS AGREEMENT
FOR HENRY AVENUE
FROM AIRPORT ROAD TO THE NORTH 821.44 FEET

THIS JOINT POWERS AGREEMENT FOR HENRY AVENUE FROM AIRPORT ROAD TO THE NORTH 821.44 FEET IMPROVEMENT, ("Agreement") is made and entered into as of the 15th day of April, 2013, by and between the City of South St. Paul ("SSP"), a Minnesota municipal corporation, and the City of Inver Grove Heights ("IGH"), a Minnesota municipal corporation (each sometimes hereinafter called "party" and both sometimes collectively called "parties").

WITNESSETH:

WHEREAS, each of the parties hereto has the authority to construct, maintain, repair, and improve public streets within their respective corporate limits; and

WHEREAS, Henry Avenue from Airport Road north 821.44 feet is a duly dedicated and opened public street, of which the west half is located within the corporate limits of SSP and the east half is located within the corporate limits of IGH; and

WHEREAS, the parties hereto desire to undertake a joint project to improve Henry Avenue from Airport Road to the north 821.44 feet (the "Project") and to share the costs of such improvement as herein provided; and

WHEREAS, the authority of the parties to enter into this Agreement is provided by Minnesota Statutes, sections 471.59, 429.031, subdivision 1, and 429.041, subd. 5;

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01. Purposes. The purpose of this Agreement is to define the rights and obligations of SSP and IGH with respect to the Project and the sharing of the costs of the Project.

Section 1.02. Cooperation. SSP and IGH shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner.

Section 1.03. Relationship To Other Contracts. SSP and IGH acknowledge that Contract Documents will be entered into by SSP on behalf of the parties with respect to the Project, and that Change Orders or other documents may be entered into by the parties, or by SSP on behalf of the parties, with respect to the Project. This Agreement shall be construed so as to give the fullest effect to its provisions, consistent with the provisions of the other contracts and documents referred to above.

Section 1.04. Term. The term of this Agreement shall be for a period commencing on the date hereof and terminating on the date the Project is completed, accepted by the parties and all amounts owed by one party to the other have been paid in full.

Section 1.05. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01. Definitions. In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

(a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time.

(b) **Change Order:** a written order to the Contractor approved by both parties hereto and signed by the SSP Representative on behalf of the parties authorizing a change in the work included within the Contract Documents and/or an adjustment in the price and/or an adjustment in the construction schedule, issued after execution of the contract for the construction of the Project.

(c) **Contract Documents:** drawings; specifications; general and special conditions; addenda, if any; Change Orders; and the construction contract for the Project; approved by the parties, or their respective representatives.

(d) **Contractor:** the person or entity which is awarded the contract for the construction of the Project.

(e) **IGH:** the City of Inver Grove Heights, a Minnesota municipal corporation.

(f) **IGH Representative:** the IGH City Engineer, or his designee

(g) **Project:** the improvement of Henry Avenue from Airport Road to the north 821.44 feet, generally by bituminous removal and replacement with 2½" bituminous base course and 1½" bituminous wear course, miscellaneous concrete curb and gutter removal and replacement, miscellaneous subgrade correction, City of South St. Paul miscellaneous utility improvements, restoration and appurtenances, as more particularly described in the Contract Documents. The SSP designation for the Project is 2013-007A.

(h) **Project Administrative Costs:** all costs for and associated with the design, bidding, and contract award of the Project including SSP Direct Costs, SSP Overhead Costs, but excluding both parties' easement acquisition costs, IGH personnel direct and indirect costs.

(i) **Project Construction Costs:** all costs for and associated with Project construction, including but not limited to bituminious milling and surfacing, as well as removal and construction of curb and gutter, and miscellaneous subgrade correction, restoration and appurtenances, within the corporate limits of SSP and IGH.

(j) **SSP:** the City of South St. Paul, a Minnesota municipal corporation.

(k) **SSP Direct Costs:** the compensation and wages (including applicable payroll burden) of SSP employees for the time(s) such employees are performing services on behalf of the Project, including all construction testing costs and all SSP attorneys' and consultants' fees.

(l) **SSP Overhead Costs:** bonding costs and interest during construction, calculated as one percent of Project Construction Costs.

(m) **SSP Representative:** the SSP City Engineer, or his designee.

(n) **Street:** Henry Avenue from Airport Road to the north 821.44 feet.

(o) **Uncontrollable Circumstances:** the occurrence or non-occurrence of acts or events beyond the reasonable control of the party relying thereon, and not the result of willful or negligent action or inaction of the party claiming the event as an Uncontrollable Circumstance, that materially and adversely affects the performance of the party claiming the event as an Uncontrollable Circumstance including but not limited to the following:

(a) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting 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 failure, and fires or explosions.

(b) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement.

(c) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the Project.

(d) Orders and/or judgments of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party.

(e) Strikes or other such labor disputes shall not be considered an Uncontrollable Circumstance, unless such strike or labor dispute involves persons with whom the parties or either of them have no employment relationship and for whom, despite using best efforts, the parties or either of them cannot obtain substitute performance.

ARTICLE III
CONSTRUCTION

Section 3.01. Contract Award. The Contract Documents shall be approved by the parties prior to the solicitation of bids. In accordance with the applicable provisions of Minnesota Statutes Ch. 429, SSP will cause bids to be received by it for the construction of the Project and, subject to approval by the IGH Representative, shall award the contract for the construction of the Project to the lowest responsible bidder.

Section 3.02. Project Construction. Subject to Uncontrollable Circumstances, SSP shall cause the Project to be constructed in accordance with the Contract Documents.

Section 3.03. Construction Administration. SSP shall perform appropriate Project construction administration services, including, without limitation, representation of the parties hereto with regard to activities of the Contractor at the construction site, periodic

observations of the work at the construction site, initiate appropriate action to present or have corrected as appropriate, any work observed not to be in accordance with the Contract Documents, process Change Orders, and process Contractor pay request. SSP shall not be responsible for the acts or omissions of the Contractor nor shall SSP be responsible for construction means, methods, techniques, sequences, procedures or safety precautions at the construction site.

Section 3.04. Easements. Each party shall be responsible for and obtain any easements required within its corporate limits for the construction of the Project. The acquisition cost of any easement(s) shall not be a component of either the Project Administrative Costs or the Project Construction Costs and shall be the sole responsibility of the party acquiring the easement(s).

ARTICLE IV
PROJECT COSTS

Section 4.01. Allocation. The expenses associated with the Project shall be allocated between the parties hereto as follows:

(a) Each party shall pay for its respective portion of the Project Administrative Costs, which is attributed to and based upon the construction performed within its corporate limits.

(b) Each party shall pay for its respective portion of the Project Construction Costs, which is attributed to and based upon the construction performed within its corporate limits.

Section 4.02. Payments to Contractor. SSP shall make progress payments and, upon prior approval of both parties hereto, the final payment to the Contractor in accordance with the Contract Documents as agent for IGH and on its own behalf.

Section 4.03. Reimbursement. IGH shall pay to SSP IGH's share of the Project Administrative Costs and Project Construction Costs upon completion of the Project, within thirty (30) days after receipt by IGH of an itemized written invoice of those costs from SSP.

Section 4.04. Adjustments. To the extent that SSP is unable to provide the actual value of any item included in an invoice because it cannot be accurately determined at the time of submission of the invoice, SSP shall invoice such item on an estimated basis and an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next SSP invoice after determination of the actual amount. To the extent that SSP has underestimated the value of any item, IGH shall pay SSP within thirty (30) days of receipt of any such adjustment invoice that SSP provides to IGH.

ARTICLE V
GENERAL PROVISIONS

Section 5.01. **Notices.** All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to SSP and IGH, certified mail, return-receipt requested, as the following address:

SSP: SSP City Engineer
Municipal Building
125 Third Avenue North
South St. Paul, MN 55075

IGH: IGH City Engineer
City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Either party may change its address or authorized representative by written notice delivered to the other party pursuant to this Section 5.01.

Section 5.02. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 5.03. **Survival of Representations and Warranties.** The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of this Agreement.

Section 5.04. **Non-Assignability.** Neither SSP nor IGH shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Section 5.05. **Alteration.** Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

Section 5.06. **Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 5.07. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 5.08 **Interpretation According to Minnesota Law.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

Section 5.09. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 5.10. **Final Payment.** Before final payment is made by SSP to the Contractor, SSP shall obtain from the Contractor a certificate of compliance from the Commissioner of Revenue certifying that the Contractor and any out-of-state subcontractors have complied with the provisions of Minnesota Statutes, Section 290.92.

Section 5.11 **Headings.** The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

Section 5.12. **Further Actions.** The parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 5.13. **Parties in Interest.** This Agreement shall be binding upon and insure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF SOUTH ST. PAUL

Attest:

By: _____
Christy Wilcox
City Clerk

By: _____
Beth Baumann
Mayor

Dated: _____

Dated: _____

CITY OF INVER GROVE HEIGHTS

Attest:

By: _____
Melissa Rheume
Deputy City Clerk

By: _____
George Tourville
Mayor

Dated: _____

Dated: _____

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ORDERING IMPROVEMENTS AND APPROVING A JOINT POWERS AGREEMENT WITH SOUTH ST. PAUL FOR CITY PROJECT NO. 2013-09E – HENRY AVENUE BITUMINOUS PAVEMENT REMOVAL AND REPLACEMENT

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on March 25, 2013 fixed a date for a Council hearing on the proposed pavement management project on Henry Avenue in Inver Grove Heights.

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 22nd day of April 2013, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted April 22, 2013.

2. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

3. The construction plans and specifications are authorized and approved.

4. The advertisement for bids by South St. Paul is approved.

5. The Joint Powers Agreement with South St. Paul for the project is approved.

Adopted by the City Council of Inver Grove Heights this 22nd day of April 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST

_____
Melissa Kennedy, Deputy Clerk

Tom Kaldunski

From: Jurek, Colette C [colette.c.jurek@xcelenergy.com]
Sent: Friday, April 12, 2013 12:21 PM
To: Tom Kaldunski
Cc: Foley, Robert G; Hughes, David W
Subject: IGH: Pending Assessmsnet on Henry Ave

Tom,

Thank you for forwarding the assessment information along to us for review. I reviewed the matter with our Land Rights Manager, David Hughes, and we have no objection to our portion of the estimated amount for the Henry Avenue assessment.

Thank you very much. You can forward the final assessment notice/invoice to my attention. I have a new mailing address which is listed below.

Colette

Colette Jurek
Xcel Energy | Responsible By Nature
Manager - Community & Local Government Relations
1700 East County Road E
White Bear Lake, MN 55110
P: 651.779.3105 C: 612.209.3501 F: 612.573.4039
E: colette.c.jurek@xcelenergy.com

XCELENERGY.COM
Please consider the environment before printing this email

From: Tom Kaldunski [mailto:tkaldunski@invergroveheights.org]
Sent: Wednesday, March 27, 2013 11:52 AM
To: Jurek, Colette C
Cc: Foley, Robert G
Subject: Pending Assessmsnet on Henry Ave

Hi Colette , Bob ;

I wanted to let both of you know about a pending assessment from an improvement project on Henry Ave adjacent to Xcel's lot . Attached is a copy of the feasibility study that the council approved on Monday . A public Hearing has been set . An official notice of the pending assessment will be sent .

Henry Street is in both South St. Paul and Inver Grove Heights . This joint project is scheduled for this spring 2013 . SSP will be the lead agency . IGH will assess the properties in our community per the study . Call with any questions .

Thomas J. Kaldunski, PE
City Engineer
City of Inver Grove Heights
651-450-2572

AGENDA ITEM 6B

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Application of the Church of St. Patrick for a Temporary On-Sale Liquor License for Premises located at 3535 72nd St. E.

Meeting Date: April 22, 2013
Item Type: Public Hearing
Contact: 651-450-2513
Prepared by: Melissa Kennedy
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:

Consider approval of the request from the Church of St. Patrick for a temporary on-sale liquor license on September 13, 14, & 15, 2013.

SUMMARY:

Pursuant to City Code Section 4-1A-20 a temporary on-sale intoxicating liquor license may be issued (after a public hearing) to a club, charitable, religious, or other nonprofit organization in existence for at least three (3) years. The temporary license may only be issued in conjunction with a social event within the municipality sponsored by the licensee and may only be issued for a period not to exceed four (4) consecutive days.

The Church will host their annual Fall Festival on September 13, 14, 15, 2013 and the sale of liquor will be in conjunction with this event. A certificate of liability insurance will be provided to the City prior to the event.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

REVIEW AND DISCUSS DRAFT ORDINANCE REGULATING THE FEEDING OF DEER

Meeting Date: April 22, 2013
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

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 Consider the second reading of an ordinance setting forth regulations on the feeding of deer within the City.

SUMMARY Staff was directed to bring this forward at Council's request following resident complaints of deer feeding on landscape materials. Those residents had testified that their neighbors feed the deer, which brings the deer into their neighborhoods.

Following the meeting on April 8 the following changes have been made:

1. In the Findings Section, language was added that states, "Prohibiting the feeding of deer in the urban developed areas will lessen the deer population in those areas by reducing the number of deer concentration sites."

2. The attached draft recites that "feeding of deer" does not include any of the following:

    a. Providing living food sources, such as fruit trees, growing crops or other live vegetation; or

    b. Providing birdseed mixtures, grain, fruits, vegetables, nuts, or other edible material in a birdfeeder that is designed to preclude deer access to the storage space within the birdfeeder; or

    c. Providing birdseed mixtures, grain, fruits, vegetables, nuts, or other edible material located at a height more than five (5) feet above the ground.

3. A violation is a petty misdemeanor.

4. Consistent with the first reading, the attached draft limits the prohibition to a specified area within the City.

5. The map has been amended based on Councilmember Bartholomew's input.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE ADDING TITLE 5, CHAPTER 10 TO THE INVER GROVE HEIGHTS CITY CODE RELATING TO THE PROHIBITION OF FEEDING DEER

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Addition to Code. Inver Grove Heights City Code, Title 5, Chapter 10 is hereby added to the Inver Grove Heights City Code and it shall read as follows:

Chapter 10
PROHIBITION OF FEEDING DEER

5-10-1: FINDINGS AND PURPOSE:

The City Council finds that feeding of deer contributes to a high deer density in the City which in turn causes a threat to the public health, safety and welfare. The high deer density has resulted in damage to landscapes and damage to the understory of wooded areas. Further, the high deer density causes an increased potential for accidents between vehicles and deer and increased potential for contact with deer ticks that could result in Lyme disease. Prohibiting the feeding of deer in the urban developed areas will lessen the deer population in those areas by reducing the number of deer concentration sites.

5-10-2: PROHIBITION OF FEEDING DEER:

Within that portion of the City designated as the Prohibited Deer Feeding Area on the map attached to the ordinance codified herein, no person shall engage in the feeding of deer or allow the feeding of deer on that person's property. The map is on file with the City Clerk and is hereby incorporated by reference and made a part of this section.

For purposes of this section, feeding of deer shall mean that the following circumstances have occurred:

1. Providing salt blocks, birdseed mixtures, grain, fruits, vegetables, nuts, hay or other edible material;

2. In a manner that attracts or is designed to attract deer on a regular basis;

provided, however, feeding of deer does not include any of the following:

a. Providing living food sources, such as fruit trees, growing crops or other live vegetation; or

b. Providing birdseed mixtures, grain, fruits, vegetables, nuts, or other edible material in a birdfeeder that is designed to preclude deer access to the storage space within the birdfeeder; or

c. Providing birdseed mixtures, grain, fruits, vegetables, nuts, or other edible material located at a height more than five (5) feet above the ground.

5-10-3: EXCEPTIONS:

The prohibition contained in section 5-10-2 shall not apply to veterinarians or governmental game officials, who in the course of their duties have deer in their custody or under their management. Further, the prohibition contained in section 5-10-2 shall not apply to a Minnesota Department of Natural Resources deer management program approved by the City Council.

5-10-4: PENALTY:

A violation of section 5-10-2 shall be a petty misdemeanor.

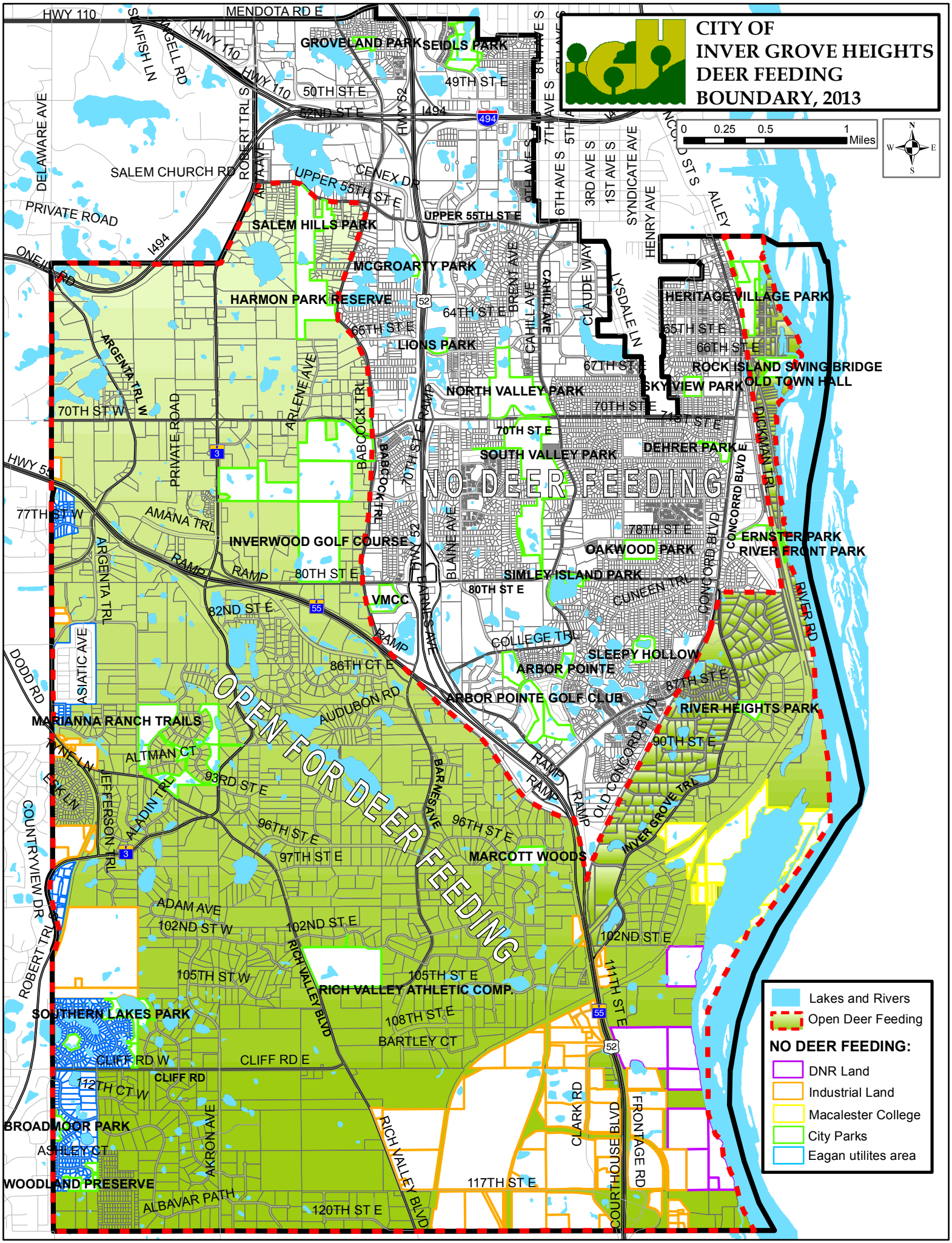
Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 13th day of May, 2013.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk


CITY OF
INVER GROVE HEIGHTS
DEER FEEDING
BOUNDARY, 2013
0 0.25 0.5 1 Miles
N
W
E
S
NO DEER FEEDING
OPEN FOR DEER FEEDING
GROVELAND PARK
SEIDLS PARK
SALEM HILLS PARK
MCGROARTY PARK
HARMON PARK RESERVE
LIONS PARK
NORTH VALLEY PARK
HERITAGE VILLAGE PARK
ROCK ISLAND SWING BRIDGE
OLD TOWN HALL
SKYVIEW PARK
DEHRER PARK
SOUTH VALLEY PARK
INVERWOOD GOLF COURSE
OAKWOOD PARK
ERNSTER PARK
RIVER FRONT PARK
SIMLEY ISLAND PARK
VMCC
SLEEPY HOLLOW
ARBOR POINTE
ARBOR POINTE GOLF CLUB
RIVER HEIGHTS PARK
MARIANNA RANCH TRAILS
MARCOTT WOODS
RICH VALLEY ATHLETIC COMP.
SOUTHERN LAKES PARK
BROADMOOR PARK
WOODLAND PRESERVE
HWY 110
MENDOTA RD E
SUNFISH LN
HAGELL RD
DELAWARE AVE
SALEM CHURCH RD
PRIVATE ROAD
ONEIL RD
ROBERT TRL S
ALTA AVE
UPPER 55TH ST E
CENEX DR
50TH ST E
52ND ST E
49TH ST E
I494
HWY 52
8TH AVE S
7TH AVE S
6TH AVE S
5TH AVE S
3RD AVE S
1ST AVE S
SYNDICATE AVE
HENRY AVE
ALLEY
BRENT AVE
CAHILL AVE
CLAUDE WAY
LYSDALE LN
64TH ST E
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108TH ST E
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112TH CT W
117TH ST E
120TH ST E
86TH CT E
82ND ST E
ARGENTA TRL W
ARGENTA TRL
PRIVATE ROAD
ARLENE AVE
BABCOCK TRL
AMANA TRL
RAMP
ASIATIC AVE
DODD RD
AUDUBON RD
ALTMAN CT
ALADIN TRL
JEFFERSON TRL
ESK LN
COUNTRYVIEW DR
ROBERT TRL W
BLAINE AVE
BARNES AVE
BARNES SAVE
COLLEGE TRL
CONCORD BLVD
CUNEEN TRL
DICKMAN TRL
RIVER RD
OLD CONCORD BLVD
INVER GROVE TRL
ADAM AVE
RICH VALLEY BLVD
BARTLEY CT
CLIFF RD W
CLIFF RD E
CLIFF RD
AKRON AVE
ASHLEY CT
ALBAVAR PATH
CLARK RD
COURTHOUSE BLVD
FRONTAGE RD
Lakes and Rivers
Open Deer Feeding
NO DEER FEEDING:
DNR Land
Industrial Land
Macalester College
City Parks
Eagan utilites area

AGENDA ITEM _____

INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

REVIEW ORDINANCE ALLOWING URBAN CHICKENS

Meeting Date:	April 22, 2013		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Consider the Second Reading of an **Ordinance Amendment** to allow chickens in single family residential areas:

- Requires 3/5th's vote.
- 60-day deadline: N/A

SUMMARY

City Council heard the first reading of the ordinance on April 8 and after discussion, suggested a number of changes to the ordinance. Staff has modified the ordinance and the following summarizes the changes:

- Changed the notification requirement to properties directly abutting will get notified.

- Modified the section on granting a license to spell out the criteria for granting a license. The license would be granted administratively, unless there is an objection from an abutting neighbor.

- Added section on denying a license. If an abutting property owner objects to the application, they have 10 days to submit a written notice of objection to the city clerk. If an objection is received, the application would then be put on a council agenda for action.

- Changed the number of allowed chickens from 3 to 5. There was talk about allowing up to 6 chickens, but staff is unclear what council's direction final direction was. Further discussion may be required.

- Removed language prohibiting chickens being kept in a garage.

- Removed references to coops and runs complying with building codes since they would not apply. These would still need to comply with zoning code standards such as exterior materials.

- Removed language requiring daily clean up of chicken area. They must still remain in a clean and healthy condition.

- Corrected a typo error that referred to a kennel license.

RECOMMENDATIONS

Staff presents Council with the second reading of the draft ordinance.

Attachment: Draft Ordinance Second Reading
E-mail from Resident

Second Reading 4/22/13

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 4, SECTION X, ANIMAL CONTROL

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Inver Grove Heights City Code Title 5, Chapter 4, Section X is hereby added to read as follows:

5-4-X **CHICKENS ON URBAN RESIDENTIAL LOTS:**

A. License Required: No person shall keep chickens on any property zoned E-2, R-1A, R-1B, R-1C or R-2, within the city without first obtaining a license from the city.

B. Application: An application for a license to keep chickens shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:

1. The name and address of the owner(s);
2. The address of the real property where the chickens will be kept;
3. The number of chickens to be kept on the property;
4. Site plan or property survey showing the proposed location of the chicken coop and/or run on the subject property.
5. The applicant must pay the fee for the license to keep chickens as set forth in the city fee schedule.

C. Notice to Surrounding Property Owners: Once the city clerk receives a complete application from an applicant, the city clerk shall provide written notice of and include a copy of said application to those owners of properties directly abutting ~~property owners located within three hundred fifty feet (350') of~~ the proposed location. Owners shall be determined as those shown as owners on the tax statement prepared by the county treasurer.

D. Granting Issuance of License: The city clerk may administratively grant an initial or renewal license under this subdivision provided all of the following have been met;

1. all submittal information is submitted and complete.
2. appropriate fee is paid.

3. the application filed demonstrates compliance with the requirements of this subdivision and any other applicable regulations of the city code.
4. no persons mailed a notice objects in writing to the request within 10 days of notice being mailed; an objection sent electronically shall be deemed an objection in writing.
5. A license shall not be issued or renewed until the animal control officer inspects and approves the premises, including the chicken coop and run.

E. Denying Issuance of License: The City Clerk shall deny issuance of a license if any of the items in D above have not been met. In the instance where an objection has been received by an abutting property owner, the item shall be placed on the next available city council agenda for council review and determination of whether the license shall be issued.

~~D.~~ F. Standards: Any person keeping chickens in residential areas of the city as noted in paragraph A above, shall comply with all of the following:

1. No person shall keep more than ~~three (3)~~ five (5) total hen chickens on the property.
2. No person shall keep roosters or adult male chickens on the property.
3. Cockfighting is specifically prohibited within the City.
4. The slaughter of chickens is prohibited on residentially used or zoned properties.
5. The owner of the chickens shall live in the dwelling on the property.
6. The raising of chickens for breeding purposes is prohibited. ~~on residentially used or zoned properties.~~
7. Chickens shall not be kept inside a dwelling ~~or garage~~.

~~E.~~ G. Shelter and Enclosure Requirements: Every person who owns, controls, keeps, maintains or harbors hen chickens must keep them confined on the premises at all times in a chicken coop or chicken run. Chicken Coops and Runs shall comply with the following standards:

1. Only one (1) chicken coop and/or run shall be allowed per lot.
2. Chicken coops and runs shall not be located in the front or side yards and shall not be placed within any drainage and utility easement.
3. Any chicken coop or chicken run shall be setback at least twenty five (25) feet from any principal structure on any adjacent lot and ten (10) feet from all property lines.
4. Any chicken coop and run fencing must be consistent with applicable ~~building and~~ zoning codes.
5. No chicken coop or run shall be constructed on a lot prior to the time of construction of the principal structure.
6. Chickens shall be provided a secure and well ventilated roofed structure in compliance with applicable zoning ~~and building~~ codes.

7. The floors and walls of the roofed structure shall be kept clean, sanitary and in a healthy condition. ~~with all dropping and body excretions~~ ~~collected on a daily basis and~~ disposed of properly.
8. Chickens shall be kept in roofed structures or runs at all times.
9. The run area shall be well drained so there is no accumulation of moisture.
10. Chicken feed shall be stored in leak-proof containers with a tight-fitting cover to prevent attracting vermin.

~~F.~~ H. License Modification: The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.

~~G.~~ I. Duration of License: A license to keep chickens shall be issued for a period of two (2) years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to sixty (60) days before March 1. A late fee, as set forth in the city fee schedule, will be assessed for any late applications.

~~H.~~ J. Conditions/Maintenance and Inspections: No person who owns, controls, keeps, maintains or harbors chickens shall permit the premises where the chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition or to permit the premises to be such condition that noxious odors to be carried to adjacent public or private property. Any chicken coop and run authorized under this section may be inspected at any reasonable time by the animal control authority to inspect for compliance with this chapter and other relevant laws and regulations.

~~I.~~ K. Revocation Of License: A license may be revoked by the city council for a violation of any condition ~~of a kennel license or for any violation~~ of this section following notice and a hearing as provided for in title 3, chapter 2 of this code.

~~J.~~ L. Penalty: Violation of this Section shall be a misdemeanor.

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this ____ day of _____, 2013.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

Allan Hunting

From: George Tourville
Sent: Saturday, April 13, 2013 3:29 PM
To: paul.hark@thomsonreuters.com
Cc: Jenelle Teppen; Allan Hunting; Joe Lynch
Subject: Re: Proposed Urban Chicken ordinance

Paul
Thanks for the comments. We have already made changes to the Ordinance on # of chickens, coops, and freedom of chickens. More to follow..! Thanks

George Tourville | Mayor | Inver Grove Heights | Minnesota | 651.455.4465

On Apr 12, 2013, at 2:46 PM, "paul.hark@thomsonreuters.com" <paul.hark@thomsonreuters.com> wrote:

Hello Mayor and Council Members—

I am writing to express my opinion on the proposed Urban Chicken ordinance amendment. I have read the proposed the Ordinance and am mostly in agreement with it. There are, however, a few items in the proposed Urban Chicken amendment that I hope you will revisit.

1) The ordinance should not apply to any larger lot areas of the city. Specifically E-2 and R1A lots should be excluded. These are lots that are larger than 1 acre. The raising of chickens in lots larger than 1 acre does not need to be regulated. These lots easily afford enough space to raise chickens without causing issues to immediate neighbors. The coops, in most cases, would not even be visible to the street. Therefore, please consider excluding all lots 1 acre or larger from this proposed ordinance.

2) The requirement that " all droppings and body excretions [be] collected on a daily basis" simply does not reflect the reality of raising chickens. Most people raising urban chickens clean the coop on a weekly basis. But requiring cleaning of the coop on a daily basis simply defies the reality of this type of endeavor. Rest assured, if a coop smells it gets cleaned, but it takes weeks of neglect to get to this point.

3) Limiting the number of chickens to three is a bit over-restrictive. It is my understanding that most people buy their chickens "mail order" and the minimum number of chicks that will be shipped is 6. Assuming one or two perish (natural selection) a chicken owner is typically left with 4-5 chicks. If the ordinance states that the chickens are prohibited from roaming around ("confined to coop"), then does it really matter if there are three chickens, or four chickens, or five chickens? It doesn't. I think a reasonable number would be six—because 1/3 of them will likely not survive.

Again, I think the staff did a good job constructing this proposed ordinance, but I believe that the minor adjustments, mentioned above, will result in an ordinance that will withstand the test of time, and make sense to most residents.

Thank you for your consideration, and I look forward to your response to my suggestions.

Sincerely,

Paul Hark, Esq.
Product Developer
West Academic Publishing
Office: 651-687-4178

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Paul Bute - Case **No. 13-09V**

Meeting Date:	April 22, 2013
Item Type:	Regular Agenda
Contact:	Allan Hunting 651.450.2554
Prepared by:	Allan Hunting, City Planner
Reviewed by:	Planning

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

Consider a Resolution relating to a Variance to allow a 2,400 square foot accessory structure on a lot less than 5.0 acres in size for property located at 10016 Barnes Trail.

- Requires 3/5th's vote.
- 60-day deadline: May 3, 2013 (first 60-days)

SUMMARY

The applicant is proposing to construct a 2,400 square foot accessory structure on the lot. The lot size is 4.39 acres. Lots less than 5.0 acres are limited to a 1,600 square foot structure.

ANALYSIS

The lot was created some time in the early 1970's. At that time, the area contained in a road easement was not excluded from the lot size. In 2002, the definition of lot size was changed to exclude all road easements, private or public, from overall lot size. This lot was originally created at 5.0 acres. With the change in regulations, the buildable lot size was reduced to 4.39 acres. This lot being a corner lot was further impacted by the rule change. The change of lot size determination is not a circumstance created by the landowner, but by local ordinance.

RECOMMENDATION

Planning Staff: Staff recommends approval of the variance with the practical difficulty listed in the attached resolution.

Planning Commission: Also recommended approval of the variance (9-0).

Attachments: Variance Approval Resolution
Planning Commission Recommendation
Planning Report
Letter from Resident

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO ALLOW A 2,400 SQUARE FOOT ACCESSORY STRUCTURE ON A LOT LESS THAN 5.0 ACRES

CASE NO. 13-09V
(Bute)

Property located at 10016 Barnes Trail and legally described as follows:

That part of the East one-half of the Northeast one-quarter of Section 28, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of the northeast one-quarter of said Section 28, thence North 0 degrees 35 minutes 39 seconds East bearing assumed, along the east line of said Section 28 a distance of 1672.57 feet to the point of beginning of the parcel to be described; thence North 88 degrees 41 minutes 35 seconds West 659.35 feet; thence North 1 degree 58 minutes 06 seconds West 330.66 feet; thence South 88 degrees 44 minutes 13 seconds East 674.13 feet to the east line of said Section 28, thence South 0 degrees 35 minutes 39 seconds West, along said east line, 330.68 feet to the point of beginning.

WHEREAS, an application has been received for a Variance to allow a 2,400 square foot accessory structure whereas maximum size is 1,600 square feet on a lot less than 5.0 acres;

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 April 2, 2013 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

1. The change of lot size determination is not a circumstance created by the landowner, but by local ordinance. While, this is not a circumstance that is unique only to this property, this situation would occur in a very small number of cases in the city.

2. Allowance of a 2,400 square foot structure would allow the property to be used in a same reasonable manner as those around it. The applicant is requesting the maximum size allowed for lots zoned Agricultural and 5.0 acres or larger.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 2,400 square foot structure is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated 3/4/13 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 shall be required at the time of the building permit application

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 22nd day of April, 2013.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 2, 2013

SUBJECT: **PAUL BUTE – CASE NO. 13-09V**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a variance to allow a 2,400 square foot accessory building whereas 1,600 square feet is the maximum size allowed, for the property located at 10016 Barnes Trail. 6 notices were mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the request is to allow an accessory structure 2,400 square feet in size on a parcel that is less than five acres. The subject property is 4.39 acres in size and is therefore limited to a 1,600 square feet accessory structure. Mr. Hunting advised that when this lot was created it was a five acre lot. When the subdivision ordinance was subsequently put in place, however, the road right-of-way was excluded and it resulted in a 4.39 acre lot. The lot being on a corner compounded the issues further. Staff feels the ordinance change is a practical difficulty and they recommend approval of the request with the conditions listed in the report. The applicant has received letters of support from his abutting neighbors.

Commissioner Maggi asked what size accessory structure would be allowed on a property five acres or more.

Mr. Hunting replied 2,400 gross square feet with a maximum of two accessory structures.

Commissioner Wippermann asked if the applicant paid property taxes on the property in the right-of-way easement.

Mr. Hunting replied that the applicant was considered the owner of the property up to the center line, but he was unsure how the County looked at that for taxing purposes.

Opening of Public Hearing
Paul Bute, 10016 Barnes Trail, stated he was available to answer any questions.

Chair Hark asked if the applicant agreed with and understood the conditions listed in the report.

Mr. Bute replied in the affirmative.

Commissioner Wippermann asked if the proposed building would go up to the existing power line.

Mr. Bute replied that the proposed building would not encroach on the power line.

Commissioner Elsmore asked if the applicant knew if he was paying taxes on the right-of-way.

Mr. Bute replied he believed he was.

Commissioner Gooch asked what kind of structure was being proposed.

Mr. Bute replied it would be a wood structure with siding that matched his home.

Commissioner Lissarrague asked for clarification that the proposed building would not interfere with the existing power lines.

Mr. Bute replied it would not.

Dave Fleischhaker, 10300 Brent Avenue, stated he lived south of the applicant and had no objections to the request.

Mike Dufour, 10017 Barnes Trail, stated he lived across the street from the applicant and had no objections to the request.

Chair Hark closed the public hearing.

Planning Commission Discussion
Chair Hark stated he supported the request.

Planning Commission Recommendation
Motion by Commissioner Klein, second by Commissioner Scales, to approve the request for a variance to allow a 2,400 square foot accessory building whereas 1,600 square feet is the maximum size allowed, for the property located at 10016 Barnes Trail.

Motion carried (9/0). This item goes to the City Council on April 22, 2013.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE:	March 25, 2013	**CASE NO.:**	13-09V
HEARING DATE:	April 2, 2013		
APPLICANT:	Paul Bute		
PROPERTY OWNER:	Paul Bute		
REQUEST:	A **Variance** to allow a 2,400 square foot accessory building on a lot less than 5.0 acres		
LOCATION:	10016 Barnes Trail		
COMPREHENSIVE PLAN:	RDR, Rural Density Residential		
ZONING:	A, Agricultural		
REVIEWING DIVISIONS:	Planning Engineering	**PREPARED BY:**	Allan Hunting City Planner

BACKGROUND

The applicant is requesting a Variance to allow a 2,400 square foot accessory structure on a lot less than 5.0 acres. The subject property is 4.39 acres in size. Lots less than 5.0 acres are limited to a 1,600 square foot structure.

The applicant indicates that the structure would be used to keep personal items inside and out of the elements. No business would be conducted from of the building.

SURROUNDING USES

The subject site is surrounded by the following uses:

North – Residential; zoned A, Agricultural; guided RDR, Rural Density Residential
East - Residential; zoned A, Agricultural; guided RDR, Rural Density Residential
West - Residential; zoned A, Agricultural; guided RDR, Rural Density Residential
South - Residential; zoned A, Agricultural; guided RDR, Rural Density Residential

EVALUATION OF REQUEST

VARIANCE CRITERIA

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code

identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

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

The surrounding neighborhood is zoned Agricultural and guided for Rural Density Residential. The regulations on accessory structures were structured to allow for larger buildings in the larger lot areas of the City. There are other larger size accessory structures in the area. Aside from the actual size of the subject lot, the request would be consistent with the intent of the code and consistent with the comprehensive plan.

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

Comparing the request to the surrounding properties, allowance of a 2,400 square foot structure would allow the property to be used in a same reasonable manner as those around it. The applicant is requesting the maximum size allowed for lots zoned Agricultural and 5.0 acres or larger. The only issue is the current size of the lot.

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

From the information readily available to staff, the lot was created in the early 1970s. At that time, the definition of a lot and lot size did not exclude right-of-way or road easements from the total lot size. In 2002, during the zoning ordinance rewrite, the definition was changed to exclude any private or public road easements from the lot to determine lot size. This was done to treat all lots, whether platted or not, to exclude parts of the lot that are encumbered by road easements. These parts of the lot cannot be used for any purpose, and just like right-of-way, are therefore, are not included when calculating lot size. At the time this lot was created, the lot size was 5.0 acres. Once the regulations changed, this reduced the size of the lot. This lot is further penalized in that it is a corner lot, thus its lot size is reduced down to 4.39 acres as defined by the zoning ordinance. The change of lot size determination is not a circumstance created by the landowner, but by local ordinance. While, this is not a circumstance that is unique only to this property, this situation would occur in a very small number of cases in the city.

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

Allowing a 2,400 square foot structure would not alter the character of the neighborhood as there are other lots in the area that are 5.0 acres or larger and they would be allowed this same size structure.

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 request to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

- Approval of a **Variance** to allow a 2,400 square foot accessory structure on a lot less than 5.0 acres in size subject to the following conditions:

  1. The site shall be developed in substantial conformance with the site plan dated 3/4/13 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 shall be required at the time of the building permit application

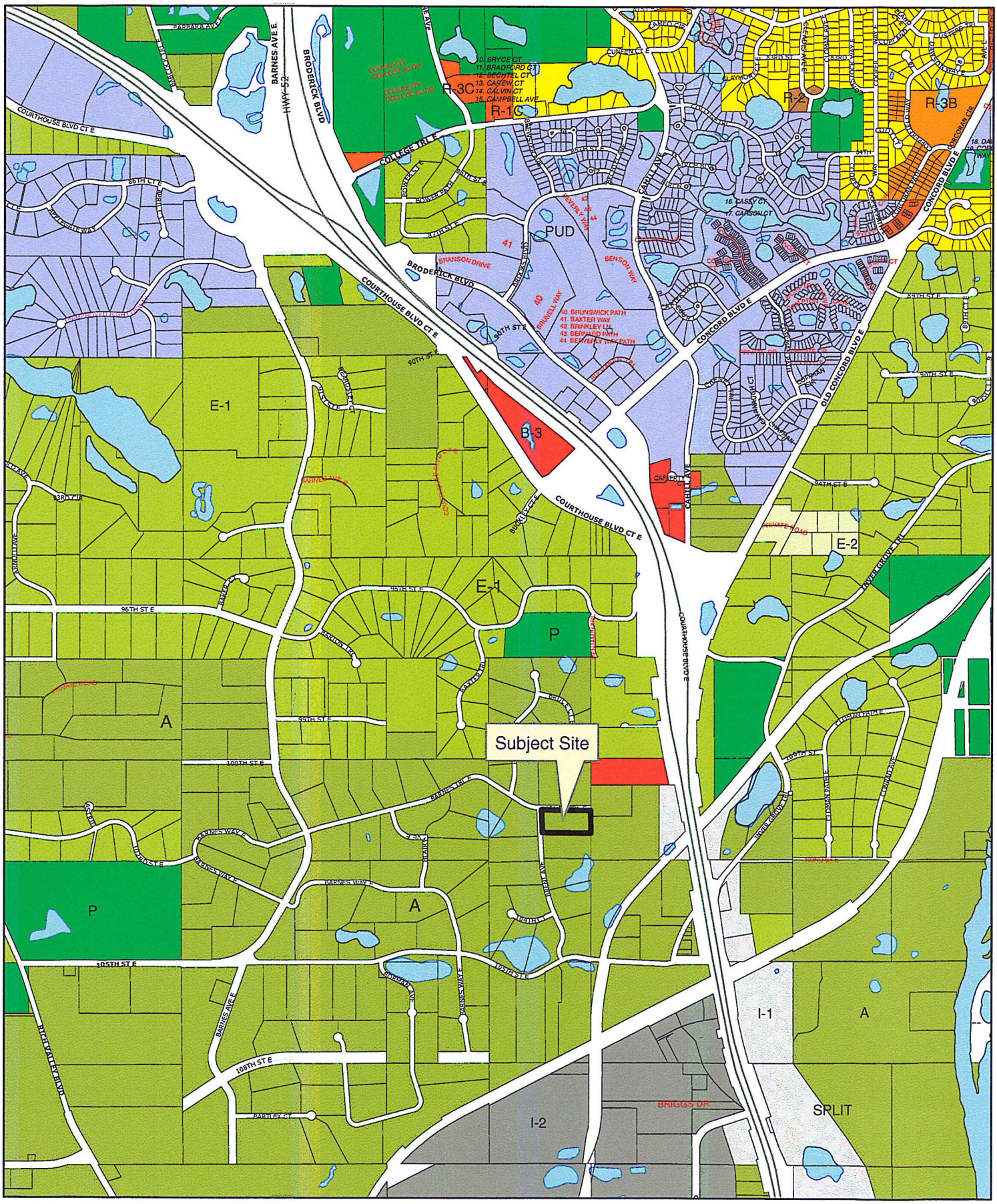
B. **Denial** If the Planning Commission does not favor the proposed variance, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff recommends approval of the variance request based on practical difficulty criteria being ordinances have changed since the lot was created that affected the measured lot size. The lot is further penalized being a corner lot. The need for a variance was not a result of an action by the landowner. The building size would not alter the character of the neighborhood.

Attachments: Exhibit A - Location/Zoning Map
Exhibit B - Applicant Narrative
Exhibit C - Site Plan
Exhibit D – Letters from Abutting Residents

Location Map
Case No. 13-09V



March 3, 2013

To: City of Inver Grove Heights

From: Paul and Julie Bute
10016 Barnes Trail
Inver Grove Heights, MN 55077

Re: Variance for Building permit

To Whom It May Concern,

I live in a development named Inver Knoll Estates. The neighborhood is zoned agricultural and consists of all five acre lots. I am asking for a Building permit for a 2400 square foot storage building. Included in the packet is the survey of the land with the location of the house with the proposed storage building. I am asking for approval of the additional 20 feet on my building which is shown to scale on the survey.

When the land was purchased the intension was to eventually have a detached storage building of this 2400 foot size. There were no covenants or restrictions to prevent the storage building according to Dakota County and the City of Inver Grove Heights. The houses, septic and well were placed with those intensions in mind.

There is a definition in the city code that allows the subtraction of street easements when land is not platted, attempting to change the legal definition of my property. This definition penalizes me twice because this is a corner lot. The definition does not take into count that I will not be building on the easement, in fact there is 385 feet between the corner of the garage and the property line and I will only need 60 feet for the building.

What I am asking for is normal for the neighborhood. Adjacent to my North the property owner has a 2400 square foot building. Also adjacent to the east is another 2400 footer. Adjacent to the west there is a 1960 square foot two story and south of him is another 2400. To my south there are a number of agricultural buildings including a 3000 square footer.

The building will be noncommercial, and will be used for storage of motorhome, boat with trailer, three cars, bobcat with attachments and lawn equipment. All equipment will be stored inside. I plan in 12 foot sidewalls (not 16) and siding to match the house. The 2400 foot size will allow work shop space for a retirement project that must be kept indoors.

Sincerely,

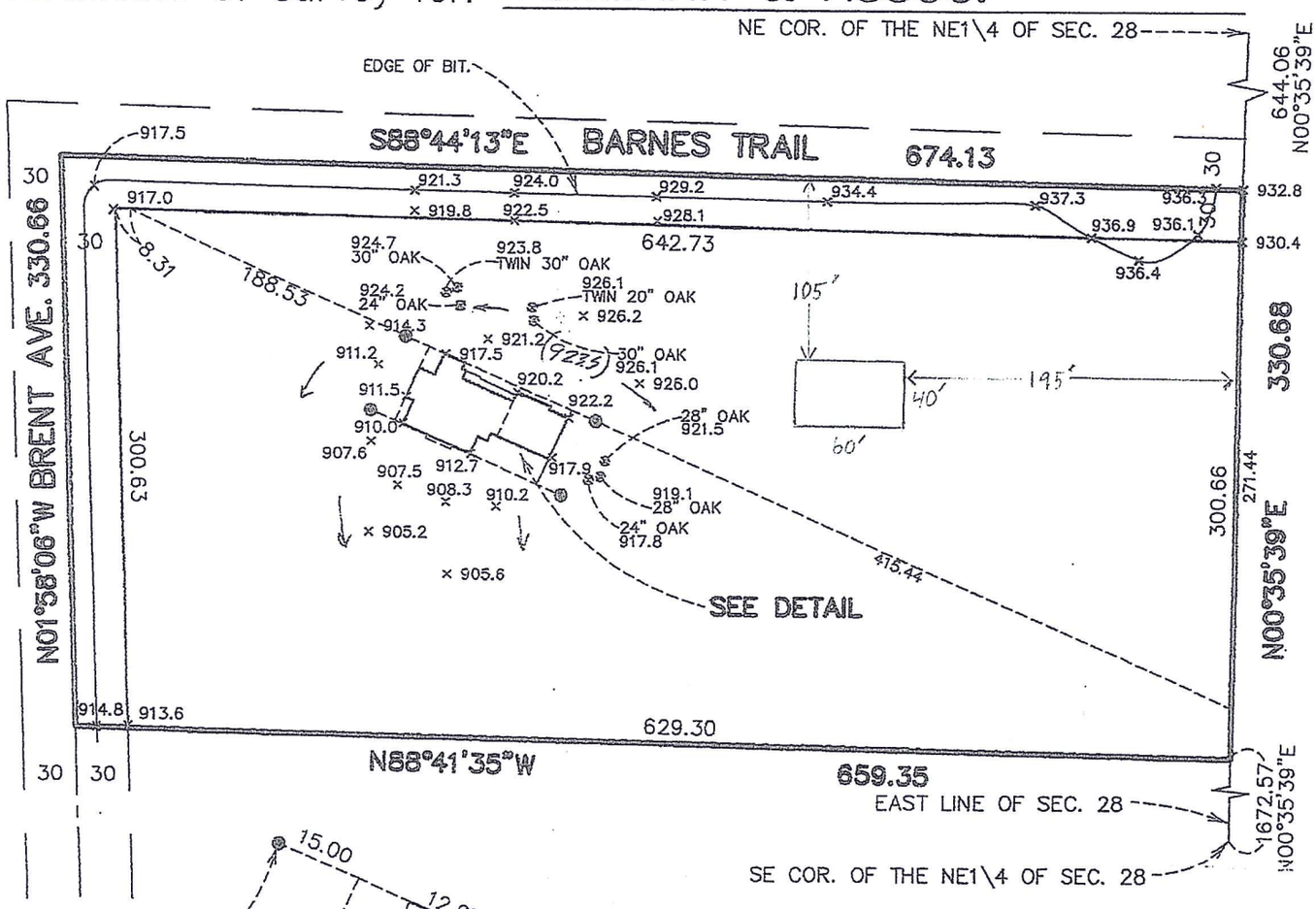
Paul Bute

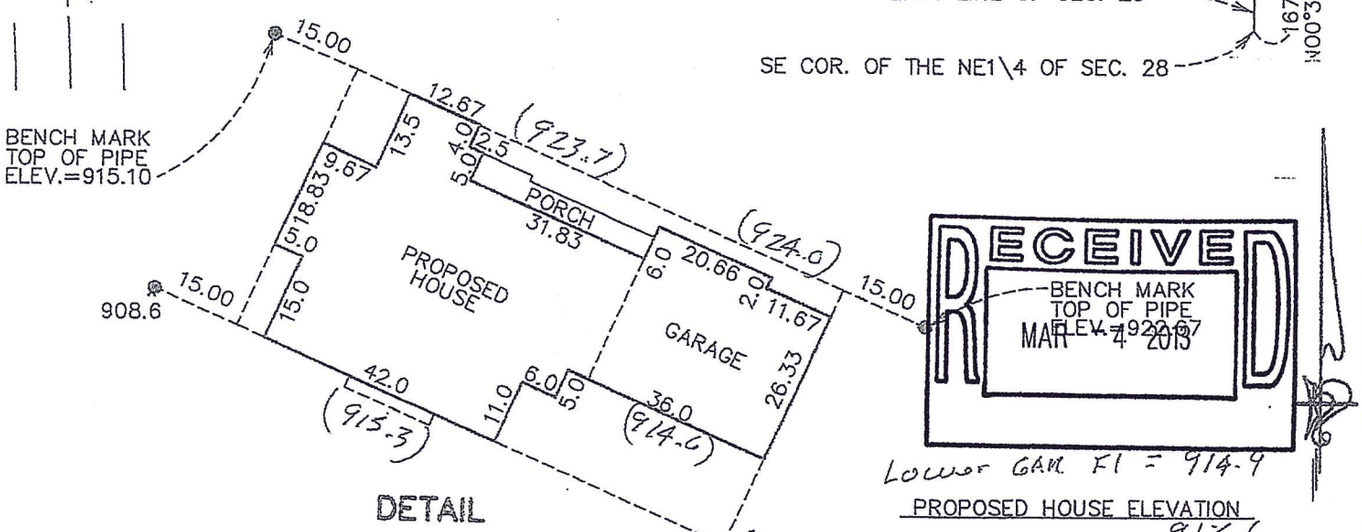
PIONEER engineering
LAND SURVEYORS • CIVIL ENGINEERS
LAND PLANNERS • LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(612) 681-1914 FAX: 681-9488

625 Highway 10 N.E.
Blaine, MN 55434
(612) 783-1880 FAX: 783-1883

Certificate of Survey for: ALTMANN & ASSOC.





Lower GAR. Fl = 914.9

DETAIL

PROPOSED HOUSE ELEVATION

LOWEST FLOOR ELEVATION: 913.6

TOP OF BLOCK ELEVATION: 924.4

GARAGE SLAB ELEVATION: 924.0

X 000.00 DENOTES EXISTING ELEVATION
(000.00) DENOTES PROPOSED ELEVATION
DENOTES DRAINAGE AND UTILITY EASEMENT
DENOTES DRAINAGE FLOW DIRECTION
DENOTES MONUMENT
DENOTES OFFSET HUB

NOTE: PROPOSED GRADES SHOWN PER GRADING PLAN BY:

NOTE: BUILDING DIMENSIONS SHOWN ARE FOR HORIZONTAL AND VERTICAL LOCATION OF STRUCTURES ONLY. SEE ARCHITECTUAL PLANS FOR BUILDING AND FOUNDATION DIMENSIONS.

NOTE: NO SPECIFIC SOILS INVESTIGATION HAS BEEN COMPLETED ON THIS LOT BY THE SURVEYOR. THE SUITABILITY OF SOILS TO SUPPORT THE SPECIFIC HOUSE PROPOSED IS NOT THE RESPONSIBILITY OF THE SURVEYOR.

NOTE: THIS CERTIFICATE DOES NOT PURPORT TO SHOW EASEMENTS OTHER THAN THOSE SHOWN ON THE RECORDED PLAT.

NOTE: CONTRACTOR MUST VERIFY DRIVEWAY DESIGN.

NOTE: BEARINGS SHOWN ARE BASED ON AN ASSUMED DATUM

WE HEREBY CERTIFY TO ALTMANN & ASSOC. THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY OF THE BOUNDARIES OF:

LEGAL DESCRIPTION PROVIDED BY CLIENT

That part of the East one-half of the Northeast one-quarter of Section 28, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of the northeast one-quarter of said Section 28, thence North 0 degrees 35 minutes 39 seconds East bearing assumed, along the east line of said Section 28 a distance of 1672.57 feet to the point of beginning of the parcel to be described; thence North 88 degrees 41 minutes 35 seconds West 659.35 feet; thence North 1 degree 58 minutes 06 seconds West 330.66 feet; thence South 88 degrees 44 minutes 13 seconds East 674.13 feet to the east line of said Section 28, thence South 0 degrees 35 minutes 39 seconds West, along said east line, 330.68 feet to the point of beginning.

IT DOES NOT PURPORT TO SHOW IMPROVEMENTS OR ENCHROACHMENTS, EXCEPT AS SHOWN, AS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION THIS 22ND DAY OF AUGUST, 1996.

SCALE : 1 INCH = 100 FEET Revised 8-29-96 proposed elev

SIGNED: PIONEER ENGINEERING, P.A.

BY: John C. Larson, L.S. Reg. No. 19828

1633 96385.00 SWK

MICHAEL K & DENISE M DUFOUR

10017 BARNES TRL

INVER GROVE HEIGHTS MN 55077-5011

We do not object to the Butes building a 2400 square foot storage building on their property at 1oo16 Barnes Ave E. Inver grove heights. We have seen the map, and we approve of the proposed location on the lot.

STEVEN E CZECK

10225 BRENT AVE E

INVER GROVE HEIGHTS MN 55077-5025

We do not object to the Butes building a 2400 square foot storage building on their property at 1oo16 Barnes Ave E. Inver grove heights. We have seen the map, and we approve of the proposed location on the lot.

Steven E. Czeck

BARBARA ANN MILLER

10300 BRENT AVE E

INVER GROVE HEIGHTS MN 55077

We do not object to the Butes building a 2400 square foot storage building on their property at 1oo16 Barnes Ave E. Inver grove heights. We have seen the map, and we approve of the proposed location on the lot.

Barbara A Miller

DAVID & BARBARA FLEISCHHAKER

10300 BRENT AVE S

INVER GROVE HEIGHTS MN 55077-5026

We do not object to the Butes building a 2400 square foot storage building on their property at 1oo16 Barnes Ave E. Inver grove heights. We have seen the map, and we approve of the proposed location on the lot.

Barbara Fleischhaker

STEVEN V & TAMA L MODICA

10021 BARNES TRL

INVER GROVE HEIGHTS MN 55077-5011

We do not object to the Butes building a 2400 square foot storage building on their property at 1oo16 Barnes Ave E. Inver grove heights. We have seen the map, and we approve of the proposed location on the lot.

12-9-2012

Steven Modica

SUZANNA M DEBACA

10020 BARNES TRL

INVER GROVE HEIGHTS MN 55077-5010

We do not object to the Butes building a 2400 square foot storage building on their property at 1oo16 Barnes Ave E. Inver grove heights. We have seen the map, and we approve of the proposed location on the lot.

Suzanna M Baca 12/9/12

Allan Hunting

From: Heather Botten
Sent: Tuesday, March 26, 2013 10:46 AM
To: Allan Hunting
Subject: FW: Paul Bute, Case 13-09V

-----Original Message-----
From: Steve Modica [mailto:modica@small-tree.com]
Sent: Tuesday, March 26, 2013 6:26 AM
To: Heather Botten
Cc: pjbute@comcast.net Julie Bute
Subject: Paul Bute, Case 13-09V

Hi Heather

I probably won't be able to attend this hearing, but I fully support the variance to allow Paul to build his barn.

Further, I think the city should proactively pass such a variance for all properties in the Inver Glen area (those near Paul Bute) that suffer the same hardship. We essentially "own" our portions of the road, which means all of us have these minor easements of .6acres or lass carved out of our 5 acres.

For all intents and purposes, these properties have 5 acres, and according to IGH zoning rules, should be allowed to have barns, sheds and other out buildings. However because of these minor easements, all of us have to spend time and energy (and dollars) asking the city to consider variances.

They should just grant a blanket easement that says for properties that are 5 acres or more and have easements of 10 or 15% or less, they should be treated as 5 acre properties (with all setbacks and other zoning requirements still applied)

Steve

--
Steve Modica
CTO - Small Tree Communications
www.small-tree.com
phone: 651-209-6509 ext 301
mobile: 651-261-3201

4/9/13

Inver Grove Heights
Planning Commission
Melissa Kennedy, Deputy Clerk

Re: Paul Bute, Case No. 13-09V
Mailing date 3/20/13

We have no objection to a variance to allow our neighbor Paul Bute to build a 2400 square foot accessory building.

LeRoy + Linda Czech
10075 Courthouse Blvd E.
Inver Grove Heights, Mn. 55077

RECEIVED
APR 15 2013

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

NEWBAUER – Case No. 13-10V

Meeting Date:	April 22, 2013		**Fiscal/FTE Impact:**
Item Type:	Regular	X	None
Contact:	Heather Botten 651.450.2569		Amount included in current budget
Prepared by:	Heather Botten, Associate Planner		Budget amendment requested
Reviewed by:	Planning		FTE included in current complement
	Engineering		Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to allow a new home 20 feet from the front property line whereas 30 feet is required for property located at 7930 Blanchard Way.

- Requires a 3/5th's vote.
- 60-day deadline: May 3, 2013 (first 60-days)

SUMMARY

The applicants would like to construct a new home on the property 20 feet from the front property line whereas 30 feet is required. The lot was platted in 1988 and has since received two variances from the front yard setback. A home was never constructed and the variances have since lapsed.

The majority of the proposed rambler style home would be set back 25 feet, but the covered entrance would bring the setback to 20 feet. A reduced setback would not affect the character of the neighborhood as other lots also have a reduced setback. The topography is a challenge as it dramatically drops towards the back of the property. Gabion walls were installed for slope stabilization during the development stages. Subsequent to the lot being platted, the City has created a conservation easement over this property and surrounding properties to help protect the steep slope from runoff and erosion; this further reduces the buildable area on the property. The slope disturbance would be minimized by allowing a decreased front yard setback. All other Zoning Code requirements would be met including side and rear yard setbacks.

The request is a typical home for a residential property. The setback variance is not out of character for the neighborhood and is consistent with the comprehensive plan. The City created the Conservation Easement over the properties to ensure that no further grading or vegetation alterations occurred in the easement area. The footings and foundation shall be designed for the height of the slope, load intensity, slope gradient, and erosion characteristics of slope material and shall be designed by a Minnesota Licensed Structural Engineer.

Planning Staff: Based on the information provided staff recommends approval of the setback variance with the condition listed in the attached resolution.

Planning Commission: At the April 2, 2013 public hearing the Planning Commission also recommended approval of the request (9-0).

Attachments: Resolution
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO ALLOW A 20 FOOT FRONT YARD SETBACK WHEREAS 30 FEET IS THE REQUIRED SETBACK

CASE NO. 13-10V
(Newbauer)

WHEREAS, an application for a Variance has been submitted for the property located at 7930 Blanchard Way and legally described as:

Lot 11, Block 4, Kassan Hoekstra Highlands, Dakota County, Minnesota

WHEREAS, an application has been received for a variance to construct a new home 20 feet from the front property line whereas 30 feet is the required setback;

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

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties 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 April 2, 2013 in accordance with City Code 10-3-3: C.;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

a. The request is in harmony with the general purposes and intent of the City Ordinance and is consistent with the Comprehensive Plan.

b. The request is a typical home for a residential property and is not out of character for the neighborhood.

c. The 20 foot front yard setback does not appear to have any adverse impacts on the neighboring properties and the slope disturbance is minimized with the reduced setback.

d. Subsequent to the lot being platted, the City created a conservation easement over the property to help protect the steep slope from runoff and erosion; further reducing the buildable area on the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a new home to be constructed 20 feet from the front property line is hereby approved with the following condition:

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

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 22nd day of April, 2013.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 2, 2013

SUBJECT: **MICHAEL & RUTH NEWBAUER – CASE NO. 13-10V**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a variance to allow a new home 20 feet from the front property line whereas 30 feet is required, for the property located at 7930 Blanchard Way. 7 notices were mailed.

Presentation of Request
Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicants would like to construct a new home on the property 20 feet from the front property line whereas 30 feet is required. The lot was platted in 1988 and has since received two variances from the front yard setback. A home was never constructed; however, and the variances have since lapsed. The majority of the proposed rambler style home would be set back 25 feet, but the proposed covered entrance would bring the setback to 20 feet. She advised that a reduced setback would not affect the character of the neighborhood as other lots also have a reduced setback. The topography on the property is a challenge as it dramatically drops towards the back of the property. Gabion walls were installed for slope stabilization during the development stages. Subsequent to the lot being platted, the City has created a conservation easement over this property and surrounding properties to help protect the steep slope from runoff and erosion; this further reduces the buildable area on the property. The slope disturbance would be minimized by allowing a decreased setback and thus moving the house forward. Staff recommends approval of the request with the condition listed in the report. Staff received inquiries from the neighbor to the south as well as the neighbor to the north. They had general questions regarding the location of the home and concerns regarding potential impacts to their homes from the proposed construction. Both neighbors were referred to the City's engineering department for additional information.

Chair Hark asked when the two previous variances expired.

Ms. Botten replied that variances expire after two years if they are not acted upon.

Commissioner Simon asked if the building pad was already in place.

Ms. Botten replied in the affirmative, stating it was designed for a 20-25 foot setback; not a 30 foot setback.

Commissioner Maggi asked if the previous variance requests were from different owners.

Ms. Botten replied that each of the three variance requests were from different owners.

Commissioner Maggi asked if staff knew why the lot had never been built on.

Ms. Botten replied she did not.

Commissioner Wippermann asked who initiated the conservation easement.

Ms. Botten replied it was initiated by the City to protect the area and the slopes from erosion. She stated it was her understanding that the developer originally came in and did some changes to the grading to get the building pads ready and there were some erosion issues. The City then came in and put the conservation easement on it once the slope stabilization was completed.

Opening of Public Hearing

Mike Newbauer, 6008 Blaine Avenue, stated he reconfigured the proposed house to best fit on the building pad; however, they were severely limited by the conservation easement.

Chair Hark asked if the applicant agreed with and understood the conditions listed in the report.

Mr. Newbauer replied in the affirmative. He noted that they purchased the property a month ago.

Karen Eichstadt, 7936 Blanchard Way, stated she was the abutting property owner to the south. She advised that she purchased her property in 2004, and her concern was not with the variance but rather with the construction process itself. She stated quite a bit of fill was brought in when the neighborhood was built, and the property owners on the street have had ongoing problems. She stated in the 19 years she has owned her house she has lost three feet of height on her northeast corner, her driveway has sunk a foot at the front of the house, they have had a retaining wall collapse on the north side of the house, and other neighbors have had similar issues. Because of these ongoing problems she has concerns about the construction potentially impacting the hillside. She stated it has been suggested that vibration rods or sensors could possibly be put in during the construction which would set off an alarm if there was significant soil shift or a vibration; however, she questioned who would bear such a cost. She advised that damage to property such as this would not be covered by homeowners insurance, and she stated that the bulk of the existing gullies were located on the subject property. She reiterated that she had no issue with the setback variance, but rather with the potential impact to the hillside and her property.

Chair Hark asked who Ms. Eichstadt had spoken with regarding the vibration rods.

Ms. Eichstadt stated the vibration rods were mentioned by one of the City engineers. When her retaining wall had failed in 2006 a civil engineer from Guy Engineering had been out and stated that the north side of her house and the neighboring lots were highly volatile and therefore any digging or changes could have significant effects. She questioned who would be held responsible should the construction cause damage to what is already in place.

Commissioner Simon stated she was on the Planning Commission when this neighborhood was first built and she questioned at that time how the fill would stabilize.

Ms. Eichstadt stated her house has been sitting on that fill for 19 years; however, every spring they have some type of issue. She advised that four years ago they replaced half of their driveway and now the other half has already dropped eight inches. Even though it has been 19 years she has no confidence that the fill has totally settled.

Carol Ferry, 7924 Blanchard Way, the abutting property owner to the north, stated she was concerned about the proximity of the lot stakes right next to her driveway, as well as the potential for erosion caused by the construction. She advised that last summer the City did work near the lower part of her property which resulted in retaining wall damage. She stated the existing gabion walls lose stones every spring, and when she moved in she was told the subject lot was unbuildable.

Commissioner Elsmore asked if Ms. Ferry was specifically opposed to the front setback for the proposed entryway.

Ms. Ferry replied she was not opposed to the front setback, but rather was concerned about the side setback and the minimal space between her garage and the proposed garage. She stated until this application came forward she had no idea her garage was so close to the property line.

Commissioner Klein asked Mr. Link what safeguards the City had for this type of situation.

Mr. Link replied that the development was created around 1988 and he was unsure what the engineering standards were at that time. He advised that the City Engineer and the Building Official could better answer questions regarding soils and code requirements for soil stability, and he would try to get some answers from them after tonight's meeting.

Ms. Ferry stated her home was constructed in 2005.

Commissioner Klein asked Ms. Ferry if she had any settling issues on her property.

Ms. Ferry replied only in the retaining wall.

Commissioner Klein asked if there were gullies between the lots.

Ms. Ferry replied that the lots were flat on the top but were very steep in the back. She advised she has fallen many times trying to get to the lower part of her property.

Commissioner Klein asked if she had soil samples done when her house was built.

Ms. Ferry replied she was not the original owner.

Commissioner Elsmore asked staff to address Ms. Ferry's earlier concern regarding the minimal space between the driveways.

Ms. Botten advised that the setback for driveways and garages on this lot was five feet; therefore the eight foot setback being proposed was in compliance with the zoning code.

Mr. Newbauer advised that the stakes Ms. Ferry was referring to were only temporary markers designed to give them a general idea of where the lot line was and were not necessarily accurate.

Commissioner Lissarrague suggested the property owner research the lot's soil stability, etc.

Mr. Newbauer advised he had spoke with several people, including the surveyor, and it appears to be stable. He advised it was his understanding that the bulk of the fill has been there for quite a few years. He stated the lot would not have a backyard, and that is what they desire.

Chair Hark closed the public hearing.

Planning Commission Discussion

Chair Hark asked for guidance on how to address the engineering concerns brought up at tonight's meeting.

Commissioner Gooch stated it was his opinion that it was the Commission's purview to focus on the variance being requested. He noted that two variances had already been approved for this lot and three houses in the same area were built with similar setback limitations.

Commissioner Simon advised that the report states nothing could be built without a variance because of the conservation easement, and she believed this to be a practical difficulty. She stated she supported the request, and if it were her home she would have a 50 foot deep soil sample taken.

Commissioner Maggi asked for guidance for the neighbors who brought their concerns before the Commission tonight regarding this application, stating the City would likely have some responsibility to ensure that the stability of the neighboring homes remains intact when a new property goes in.

Mr. Link replied that prior to this going to City Council, staff could review with the Building Official and the City Engineer any code issues or ordinance requirements that may come into play and determine what the City's authority is for addressing the concerns raised tonight.

Commissioner Klein stated perhaps the City could put conditions on the grading plan requiring that it be stable, and he questioned whether they could ask for soil borings as a condition of approval.

Chair Hark asked if Commissioner Klein was suggesting that become a condition.

Commissioner Klein stated he believed that became a condition of their building permit.

Mr. Link stated he would have to do further research as to whether or not the City had authority through the building code or the City ordinance to require soil borings, etc. or whether it was up to the property owner to do it in a responsible manner.

Commissioner Simon asked if staff could forward that information on to the neighbors who testified tonight.

Mr. Link replied in the affirmative, stating the interested parties could leave their contact information or they could contact Heather Botten.

Planning Commissioner Recommendation

Motion by Commissioner Gooch, second by Commissioner Simon, to approve the request for a variance to allow a new home 20 feet from the front property line whereas 30 feet is required, for the property located at 7930 Blanchard Way, with the condition listed in the report.

Motion carried (9/0). This item goes to the City Council on April 22, 2013.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: March 27, 2013 **CASE NO.:** 13-10V

HEARING DATE: April 2, 2013

APPLICANT AND PROPERTY OWNER: Michael & Ruth Newbauer

REQUEST: A variance from the front yard setback requirements

LOCATION: 7930 Blanchard Way

COMP PLAN: LDR, Low Density Residential

ZONING: R-1C, Single-family Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicants would like to construct a new home on the property 20 feet from the front property line whereas 30 feet is the required setback. The property was platted in 1988 and has since received two variances from the front yard setback. The first variance was approved in 1994 allowing a 20 foot front yard setback and the second variance approved in 2000 was approved at 25 feet. City Code states that a variance must be used within a two year period or it expires; since a home was not constructed on the property the variances have lapsed. Therefore the request for a front yard setback variance is being resubmitted.

Subsequent the 2000 variance approval a conservation easement was created over the proposed lot to protect the wetland on the property. This easement further restricts the size of the buildable area on the property. The applicant is proposing a rambler style home with a two car attached garage.

SPECIFIC REQUEST

The following specific application is being requested:

1) A variance from the front yard setback to construct a home 20 feet from the front property line whereas 30 feet is the required setback.

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

North, South, East, and West - Single Family Residential; zoned R-1C; guided Low Density Residential

EVALUATION OF REQUEST:

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 surrounding neighborhood is zoned single family and guided for Low Density Residential. The proposed single family home would be consistent with the intent of the code and 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 size of the home is not out of character for this area. The proposed setback is maximizing the buildable area on the property in a reasonable manner. One of the functions of a front yard setback is to maintain consistency of structure placement and aesthetic qualities from street view. Aesthetically the proposed location of the home would fit in with the neighborhood. In respect to the land use, impervious surface, other setbacks and code requirements the request is in harmony with the provisions in the zoning ordinance.

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

The topography on the property is a challenge as it dramatically drops towards the back of the property. When Blanchard Way was constructed it created even a bigger topographical problem as it needed to be raised to bridge a grade difference between 79th Street and Blanchard Court. Additionally, since the lot was platted a conservation easement was put on the property; because of this a 30 foot setback is not able to be met on the property. Slope stabilization with gabion walls were installed in preparation for development on the property. The slope disturbance is minimized by allowing a decreased setback.

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

The reduced setback will not affect the character of the neighborhood as other lots also have a reduced setback. Visually, because of the curve in the road the home will

look like it is set back further than the home to the north even though they would both have a 20 foot front yard setback.

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 condition:

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

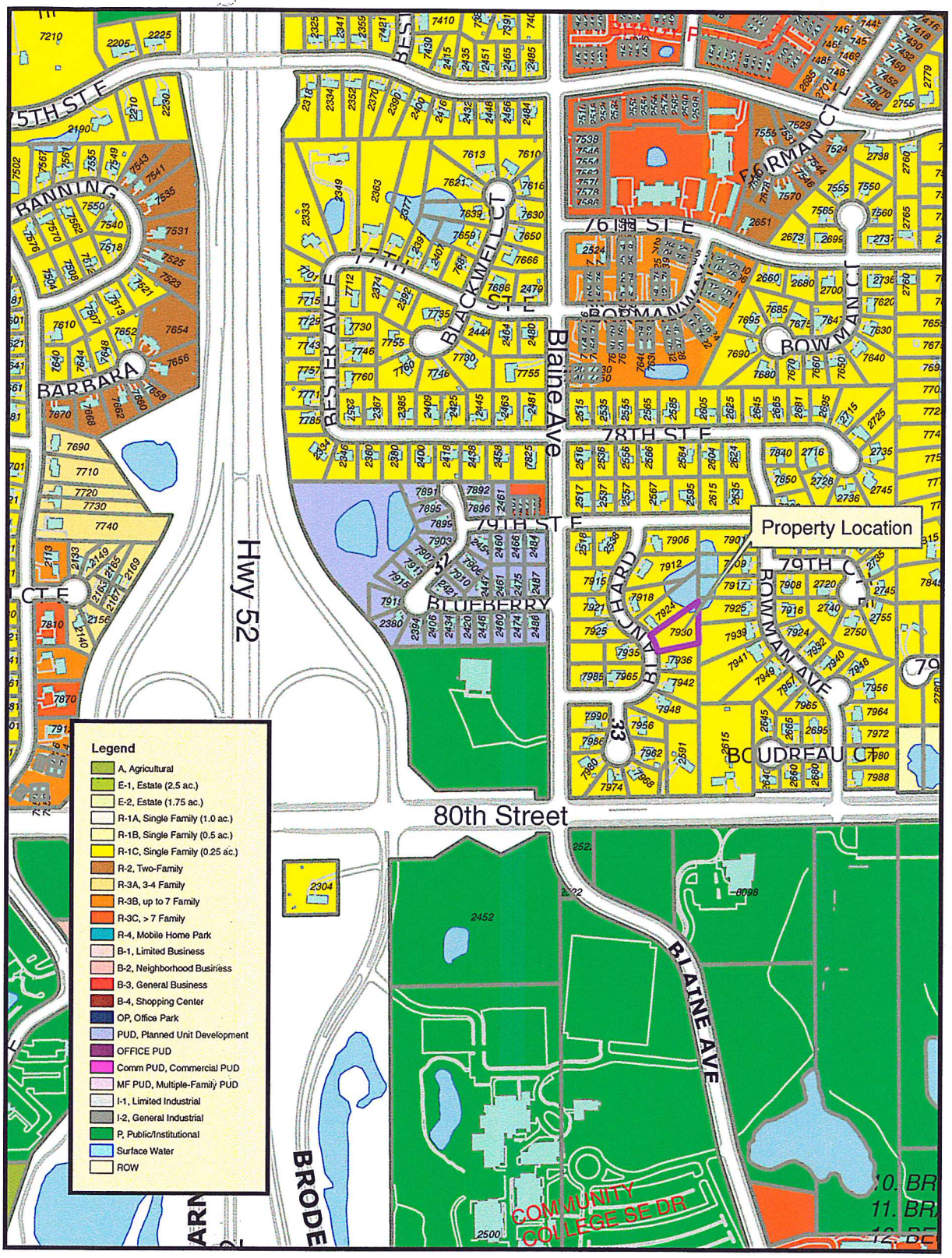
B. Denial If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

The request is not out of character for the neighborhood and is consistent with the comprehensive plan. The request is a typical home for a residential property and the ten foot setback encroachment does not appear to have any adverse impacts on the neighboring properties. Based on the information in the preceding report and the condition listed in Alternative A, staff is recommending approval of the setback variance.

Attachments:
Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Survey
Exhibit D - Site Plan
Exhibit E – Front Elevation

20-41250-04-110
7930 Blanchard Way



N

Map not to scale

Exhibit A

Zoning and Location Map

March 4, 2013

To whom it may concern,

We are applying for a variance for a new home at 7930 Blanchard Way. In this variance we are asking for a 25 foot setback with a 5 foot by 16 foot covered front step. In the attached drawings and the certificate of survey, the conservation easement limits us to going any further back on the lot. We plan on building a 1200 square foot rambler. The home to the north has a 20 foot setback, and the home to the south has a 30 foot setback. With us having a 25 foot setback the homes would have a nice blended look. This lot was previously granted a 25 foot setback variance on September 25, 2000. Please see attached.
Thank you for looking at this application, and we hope that we will be able to proceed with our plans.

Thank you,

Mike and Ruth Newbauer

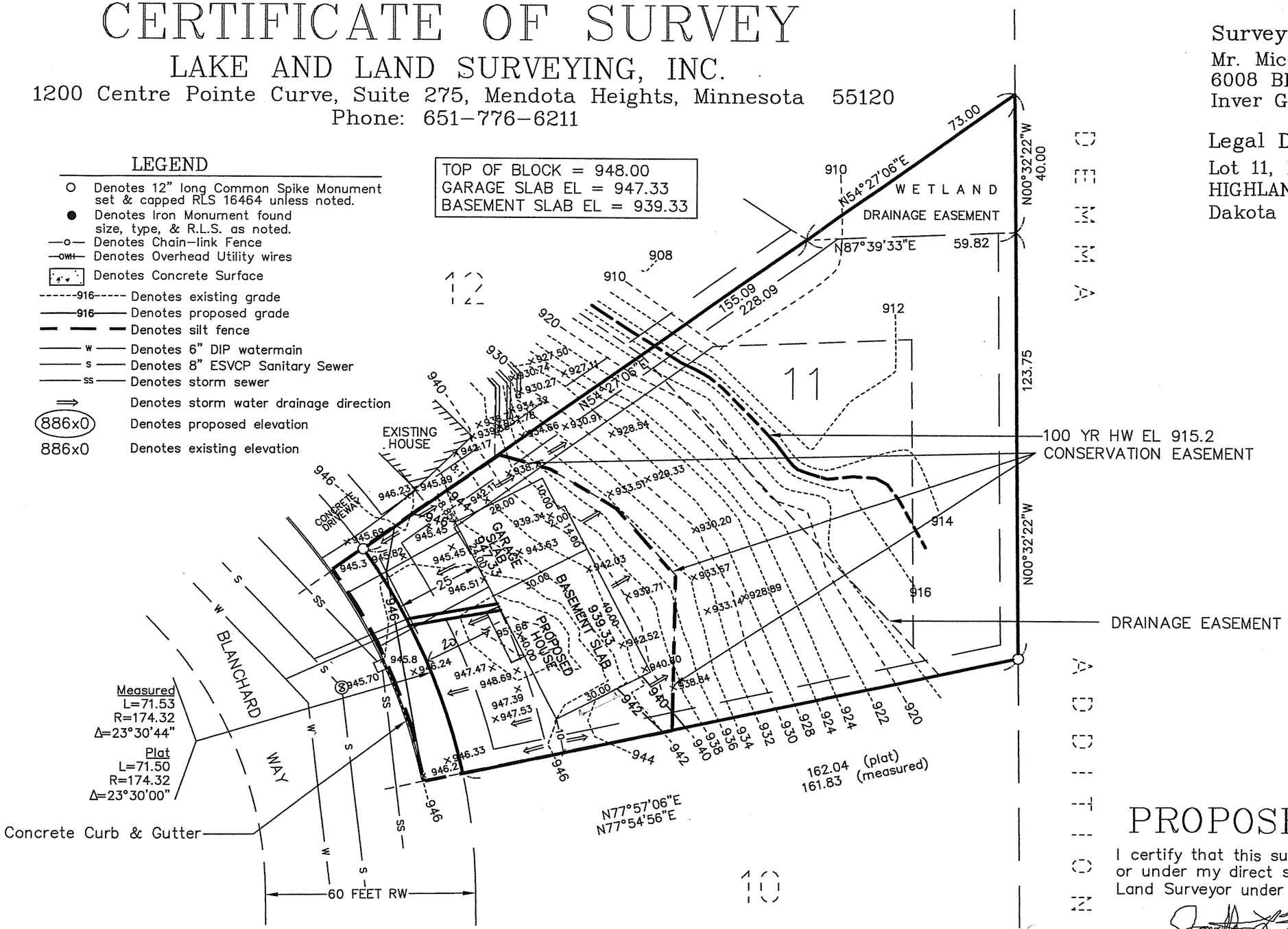
CERTIFICATE OF SURVEY

LAKE AND LAND SURVEYING, INC.
1200 Centre Pointe Curve, Suite 275, Mendota Heights, Minnesota 55120
Phone: 651-776-6211

LEGEND

- Denotes 12" long Common Spike Monument set & capped RLS 16464 unless noted.
- Denotes Iron Monument found size, type, & R.L.S. as noted.
- —o— Denotes Chain-link Fence
- —OWH— Denotes Overhead Utility wires
- Denotes Concrete Surface
- ------916------ Denotes existing grade
- ——916—— Denotes proposed grade
- Denotes silt fence
- ——W—— Denotes 6" DIP watermain
- ——S—— Denotes 8" ESVCP Sanitary Sewer
- ——SS—— Denotes storm sewer
- ⟹ Denotes storm water drainage direction
- (886x0) Denotes proposed elevation
- 886x0 Denotes existing elevation

TOP OF BLOCK = 948.00
GARAGE SLAB EL = 947.33
BASEMENT SLAB EL = 939.33



Survey Made For:
Mr. Michael P. Newbauer
6008 Blaine Avenue
Inver Grove Heights, MN 55076

Legal Description:
Lot 11, Block 4, KASSAN HOEKSTRA HIGHLANDS ADDITION,
Dakota County, Minnesota

SCALE
1 inch = 30 ft.

PROPOSED HOMESTEAD

I certify that this survey, plan or report was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

February 11, 2013

Registered Land Surveyor & Registered Engineer
Minnesota Registration No. 16464

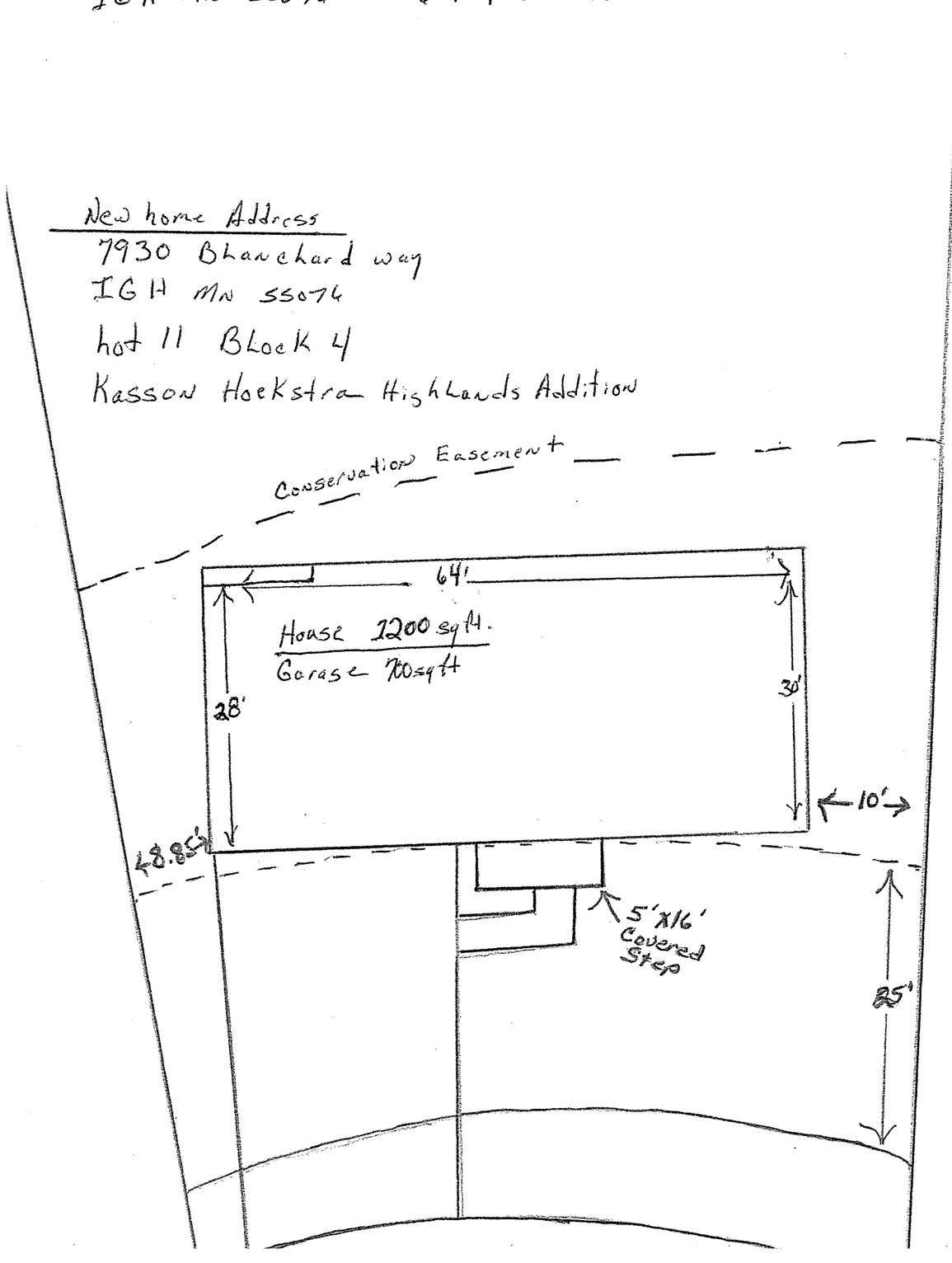
SITE ADDRESS: 7930 Blanchard Way, IGH, MN
AREA: 20,762 SQ. FT. OR 0.48 ACRES
BASIS OF BEARINGS: DAKOTA COUNTY COORINATE SYSTEM, NAD83.
LAKE & LAND SURVEYING. JOB NO. 2013.005

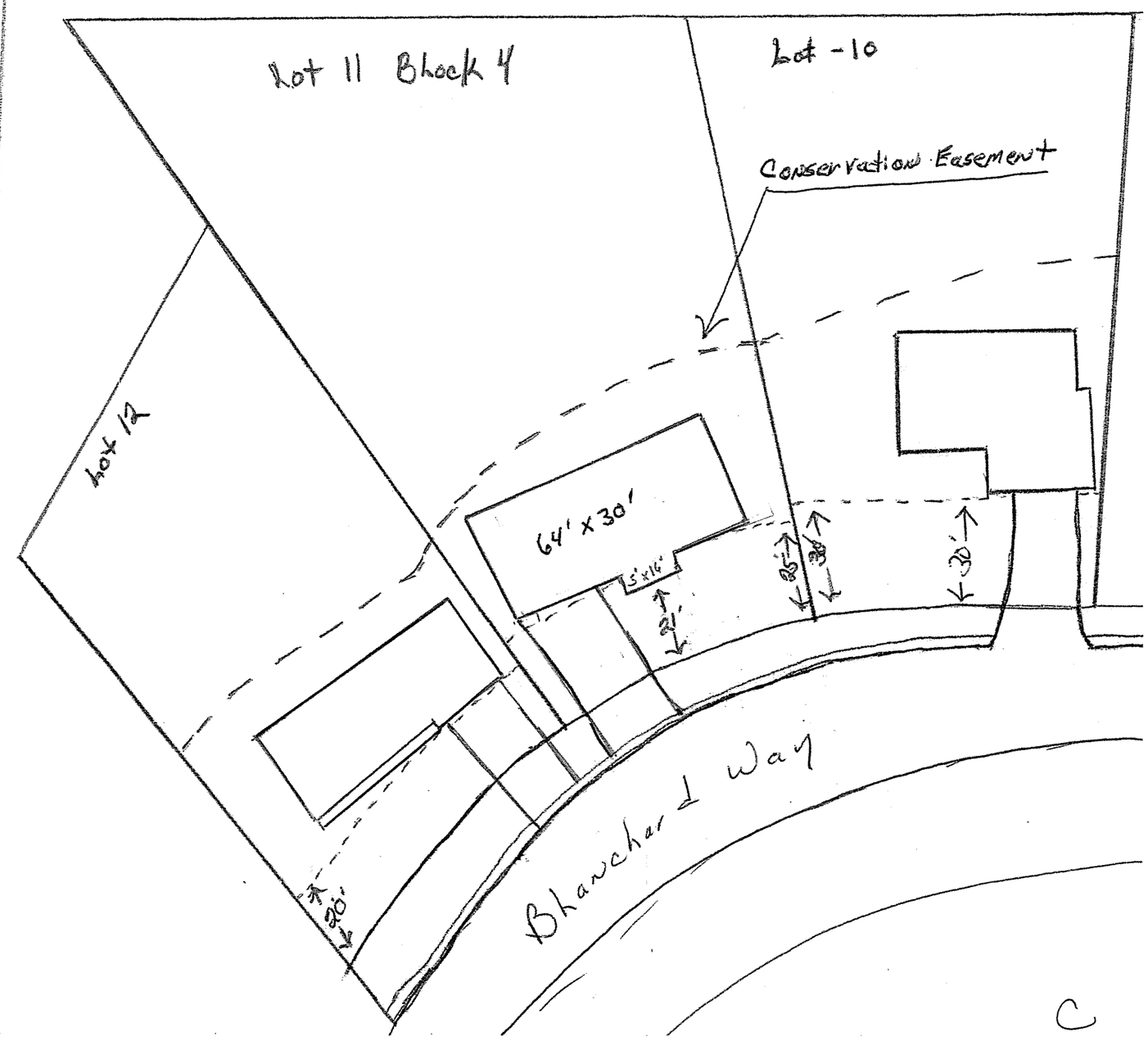
BENCHMARK: TOP NUT OF HYDRANT, ELEVATION 938.56, ON EAST SIDE OF BLAINE AVENUE 100 FEET SOUTH OF 79TH STREET EAST.

B

Michael + Ruth Newbauer
6008 Blaine Ave
IGH MN 55076 651-455-0045

New home Address
7930 Blanchard way
IGH MN 55076
Lot 11 Block 4
Kasson Hoekstra Highlands Addition

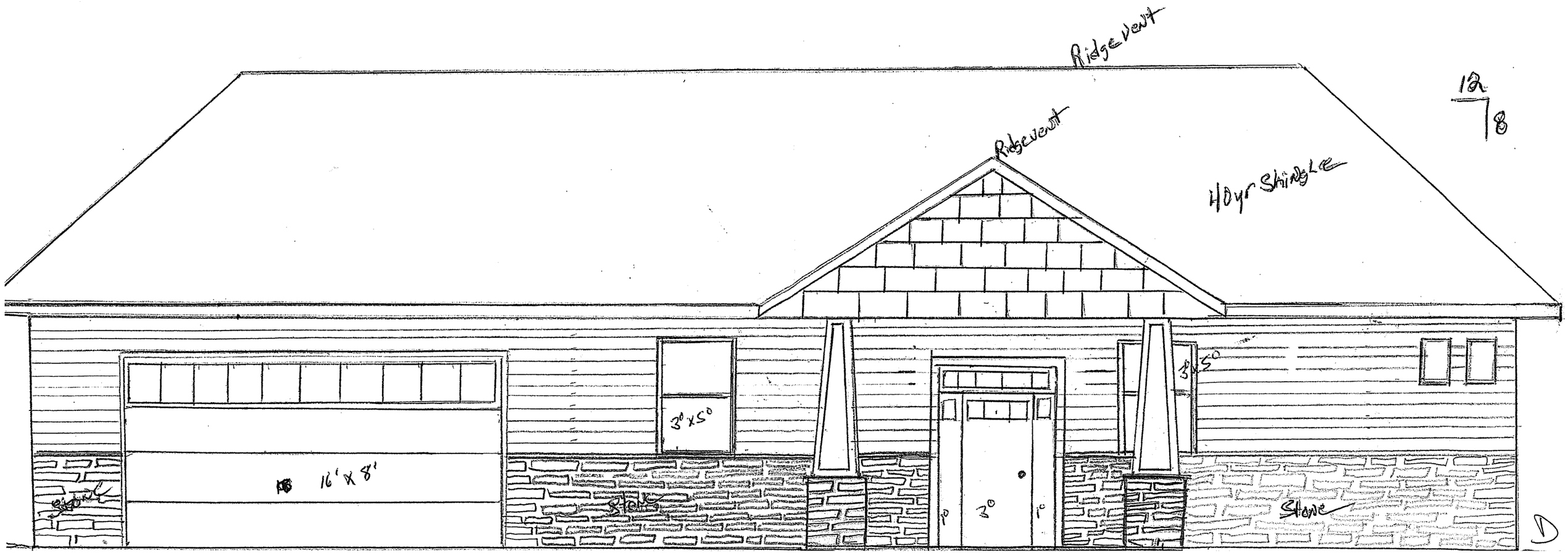




C

+ Ruth Newbauer
: Blaine Ave
H. Mn 55076
155-0045

1200 sq ft House
700 sq ft garage



AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CITY OF INVER GROVE HEIGHTS

Meeting Date: April 22,2013
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

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

Consider an Ordinance Amendment relating to a **Rezoning** of three properties from I-1, Limited Industry to P, Institutional.

- Requires 3/5th's vote.
- 60-day deadline: N/A

SUMMARY

The subject properties are to be rezoned to be consistent with the intended use as park area for the MRRT trail head project and to be consistent with the comprehensive plan.

RECOMMENDATION

Planning Staff. Recommends approval of the Rezoning as presented.

Planning Commission. Discussed the topic and had no questions on the request. Recommends approval of the rezoning (6-0).

Attachments: Ordinance Amendment
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE INVER GROVE HEIGHTS CITY CODE

CASE NO. 13-07Z

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from I-1, Limited Industry and A, Agricultural to P, Institutional, to wit:

SEE EXHIBIT A

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 22nd day of April, 2013.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Resolution No. _____

EXHIBIT A

Legal Descriptions for Property Being Rezoned to P, Institutional

PID 20-36500-41-150

Ssection 2 TWN 27 RANGE 22

LOT 15 BLOCK 41 AND THE SOUTH 26 FEET OF LOT 14, BLOCK 41, INVER GROVE FACTORY ADDITION (BEING 66 FOOT STRIP ACROSS BLOCK 41 EXTENDING TO THE MISSISSIPPI RIVER).

AND

PID 20-00200-78-011

SECTION 2 TWN 27 RANGE 22

PT OF NE 1/4 OF SW 1/4 & NW 1/4 OF SE 1/4 COM INT S LINE GLADSTONE ST & W BANK MISS RIVER SE ON RIVER BANK 68 FT W ON LINE 65 FT S OF S LINE ST 175 FT S 86D W 720 FT S ON LINE 200 FT W OF N-S C/L OF SEC 355 FT TO S LINE GOV LOT 6 W 610 FT N ON 2D CUR 625 FT TO S LINE GLADSTONE ST E ON S LINE ST 1460 FT TO BEG ALSO W 1/2 OF BRIDGE ACROSS RIVER ADJ ON E EX PT GOV LOTS 5 & 6 COM PT ON N LINE 66TH ST E 47.17 FT E OF C/L VAC PULLMAN ST W ON N LINE 66TH ST E 151.29 FT S 16D53M49S E 54.39.

AND

PID 20-00200-75-010

E 8.008 A OF S 1/2 EX N 50 FT OF GOVT LOT 6 LESS 3.66A RR

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: April 10, 2013 **CASE NO.:** 13-07Z

HEARING DATE: April 16, 2013

APPLICANT & PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Rezoning of Property from I-1, Limited Industry and A, Agricultural to P, Institutional

LOCATION: MRRT Trail Head on 66th Street by the Mississippi River

COMP PLAN: Public, Open Space

ZONING: I-1, Limited Industry

REVIEWING DIVISIONS: Planning **PREPARED BY:** Allan Hunting
City Planner

BACKGROUND

The City is working with Dakota County on the construction of a trail head for the Mississippi River Regional Trail. The County will be placing county owned facilities (parking lot, restroom building, monument signage, picnic facilities) on city owned property. The trail head will be located on the south side of 66th Street, next to the river, by the Rock Island Swing Bridge pier. The property is currently zoned I-1, Limited Industry, but the land use designation is Public, Open Space. In order for the property to be used for park purposes, the land must be rezoned to P, Institutional. The project is expected to be constructed this year. The council has already approved the plans for the trail head construction. The rezoning was inadvertently left off the list of approvals when the trail head project was approved.

Included with the packet are drawings of the site plan showing the park building and parking lot layout. This is provided for informational purposes only. The project itself is not being discussed for review and does not require site plan approval.

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

North – Marina, vacant land; zoned Mixed Use; guided Mix Use
East – Mississippi River
West – Commercial uses; zoned I-1; guided Mixed Use
South – Vacant, zoned I-1 and A; guided Public Open Space

EVALUATION OF REQUEST:

Comprehensive Plan

The site is currently guided Public Open Space. The 2030 Comprehensive Plan identifies the Public Open Space as areas intended for future city park needs.

The use of the space for a trail head/park use would be consistent with the comprehensive plan.

Rezoning

In order for the property to be utilized for the trail head project and for park purposes, it must be rezoned to the P, Institutional District designation. This zoning district is intended for public and park uses. The proposed use is also consistent with the city's park planning and Heritage Village Park plan.

The City Code, Title 10-3-5 states that a rezoning request must be "in the best interest of the physical development of the City" in order to be approved. This suggests that the request should be reviewed against such factors as infrastructure availability; compatibility with existing land uses in the neighborhood; and consistency with the Comprehensive Plan.

Infrastructure Utilities and infrastructure are in place. Only the park facility improvements are left to be constructed.

Neighborhood Compatibility The City has been acquiring land for Heritage Village Park, which is just to the west and north of these parcels and acquired the bridge to use as a scenic overlook park amenity. The ability to expand park area around the bridge would be consistent with the City's vision of having more park area by the river.

Rezoning All rezoning requests must be reviewed against the City's Comprehensive Plan. Review against the various components of the Comprehensive Plan follows.

- *Wastewater Treatment* Wastewater from the bathroom building would be handled through the existing city sewer system.
- *Transportation* The site is located on 66th Street, just east of Concord Boulevard. No additional roads would be needed. A parking lot is being constructed for visitors of the park.
- *Park Facilities* The goal would be to provide additional park facilities that are tied to the bridge and Mississippi River.
- *Employment* Because of the limited development potential of this land, a change of land use designation would not have a negative impact on employment generation in the area.
- *Natural Resources* The site being developed as park would provide more opportunity to save the natural resources in the area.

- *Land Use* The proposed zoning would be consistent with the proposed land use and with the comprehensive plan.

ALTERNATIVES

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

A. Approval If the Planning Commission finds the rezoning request to be acceptable, the Commission should recommend approval of the request.

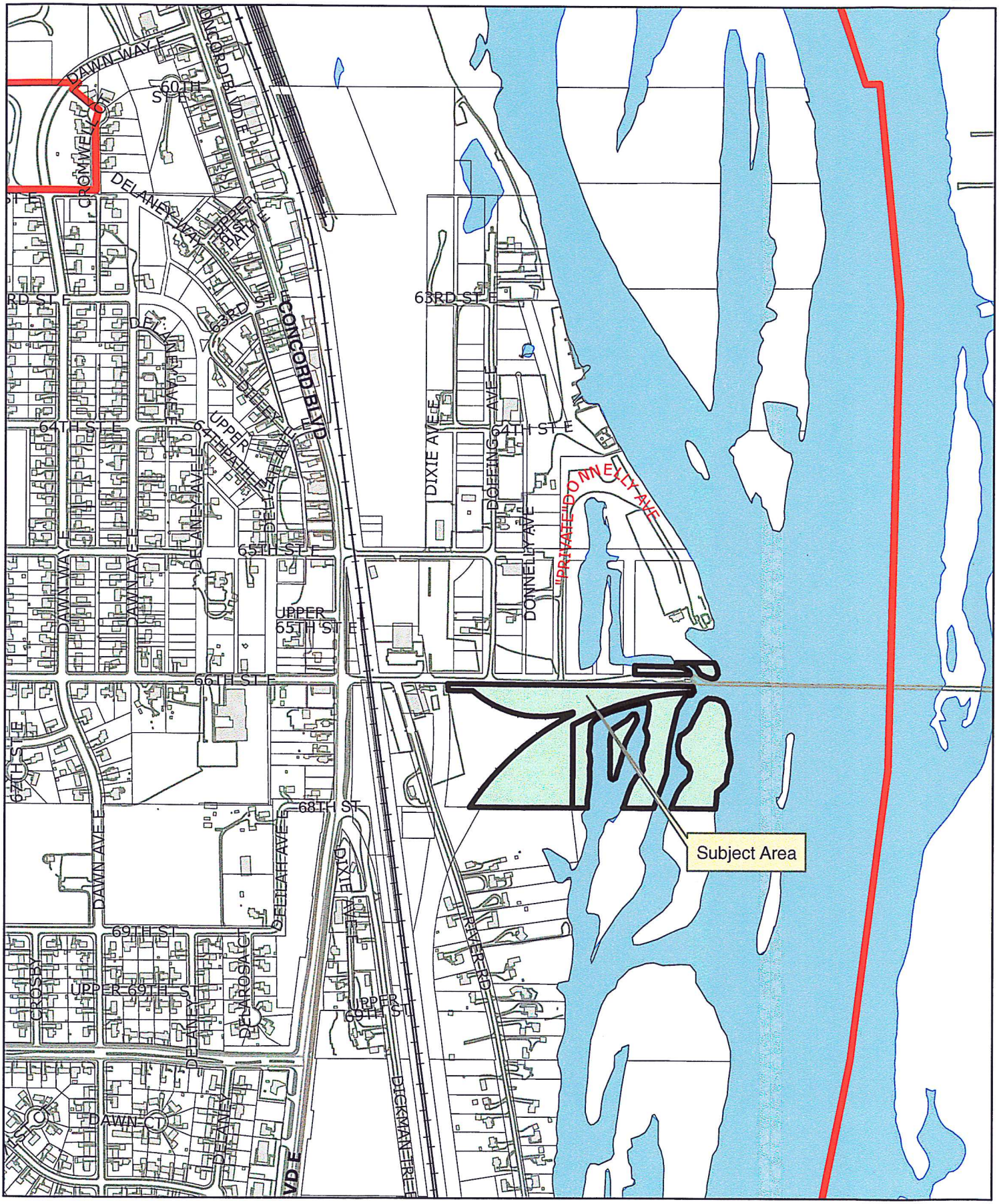
B. Denial If the Planning Commission does not favor the proposed request, it should be recommended for denial. A basis for the denial must be provided with a denial recommendation.

RECOMMENDATION

Staff recommends approval of the rezoning request.

Attachments: Exhibit A – Location Map
Exhibit B – Current Zoning Map
Exhibit C – Map of Parcels to be Rezoned
Exhibit D – Site Plan of MRRT Trail Head Project

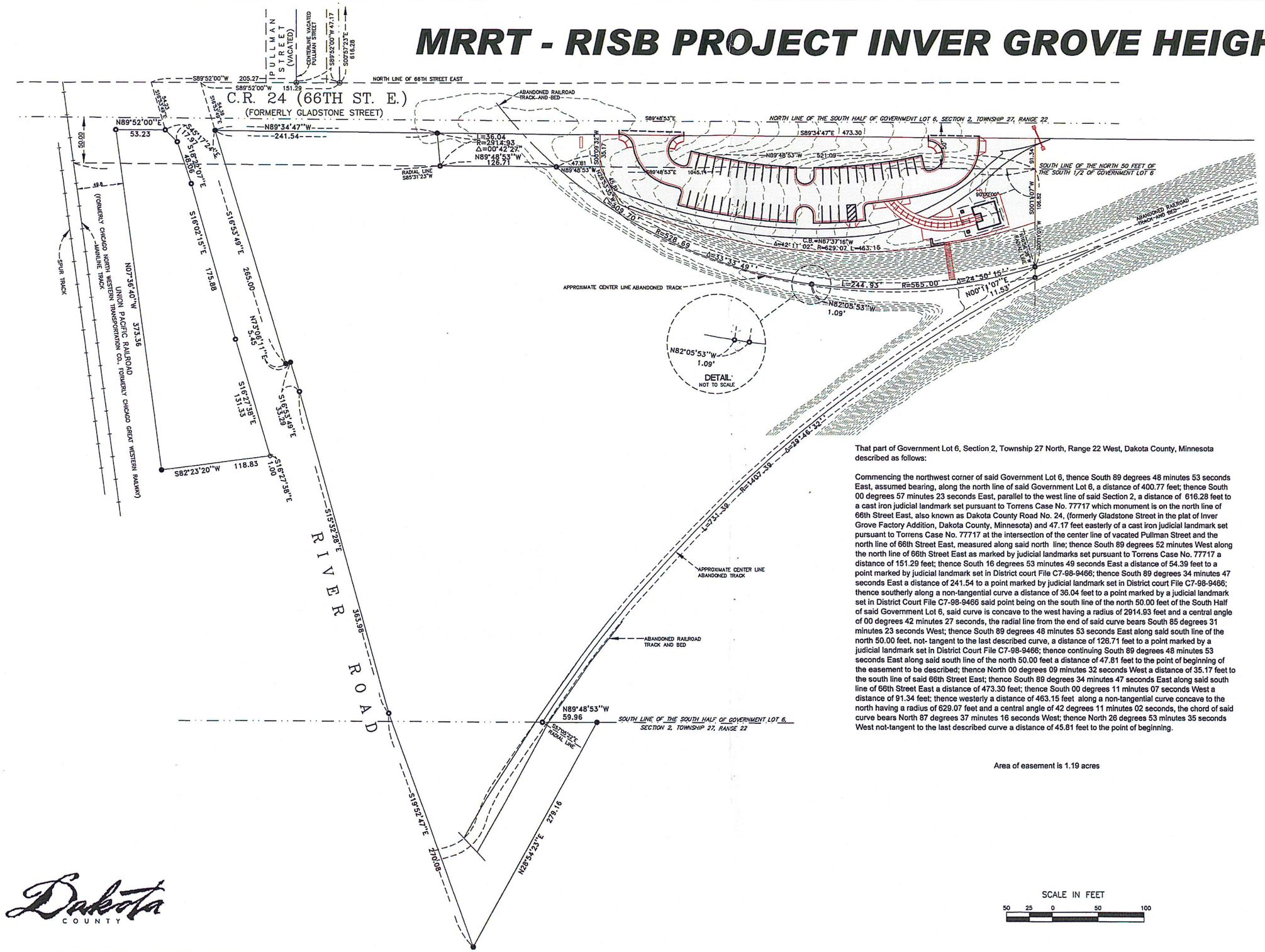
Location Map
Case No. 13-07Z



Current Zoning
Case No. 13-07Z

Properties to be Rezoned to P, Institutional
Case No. 13-07Z

MRRT - RISB PROJECT INVER GROVE HEIGHTS



That part of Government Lot 6, Section 2, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:

Commencing the northwest corner of said Government Lot 6, thence South 89 degrees 48 minutes 53 seconds East, assumed bearing, along the north line of said Government Lot 6, a distance of 400.77 feet; thence South 00 degrees 57 minutes 23 seconds East, parallel to the west line of said Section 2, a distance of 616.28 feet to a cast iron judicial landmark set pursuant to Torrens Case No. 77717 which monument is on the north line of 66th Street East, also known as Dakota County Road No. 24, (formerly Gladstone Street in the plat of Inver Grove Factory Addition, Dakota County, Minnesota) and 47.17 feet easterly of a cast iron judicial landmark set pursuant to Torrens Case No. 77717 at the intersection of the center line of vacated Pullman Street and the north line of 66th Street East, measured along said north line; thence South 89 degrees 52 minutes West along the north line of 66th Street East as marked by judicial landmarks set pursuant to Torrens Case No. 77717 a distance of 151.29 feet; thence South 16 degrees 53 minutes 49 seconds East a distance of 54.39 feet to a point marked by judicial landmark set in District court File C7-98-9466; thence South 89 degrees 34 minutes 47 seconds East a distance of 241.54 to a point marked by judicial landmark set in District court File C7-98-9466; thence southerly along a non-tangential curve a distance of 36.04 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 said point being on the south line of the north 50.00 feet of the South Half of said Government Lot 6, said curve is concave to the west having a radius of 2914.93 feet and a central angle of 00 degrees 42 minutes 27 seconds, the radial line from the end of said curve bears South 85 degrees 31 minutes 23 seconds West; thence South 89 degrees 48 minutes 53 seconds East along said south line of the north 50.00 feet, not- tangent to the last described curve, a distance of 126.71 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence continuing South 89 degrees 48 minutes 53 seconds East along said south line of the north 50.00 feet a distance of 47.81 feet to the point of beginning of the easement to be described; thence North 00 degrees 09 minutes 32 seconds West a distance of 35.17 feet to the south line of said 66th Street East; thence South 89 degrees 34 minutes 47 seconds East along said south line of 66th Street East a distance of 473.30 feet; thence South 00 degrees 11 minutes 07 seconds West a distance of 91.34 feet; thence westerly a distance of 463.15 feet along a non-tangential curve concave to the north having a radius of 629.07 feet and a central angle of 42 degrees 11 minutes 02 seconds, the chord of said curve bears North 87 degrees 37 minutes 16 seconds West; thence North 26 degrees 53 minutes 35 seconds West not-tangent to the last described curve a distance of 45.81 feet to the point of beginning.

Area of easement is 1.19 acres

SCALE IN FEET

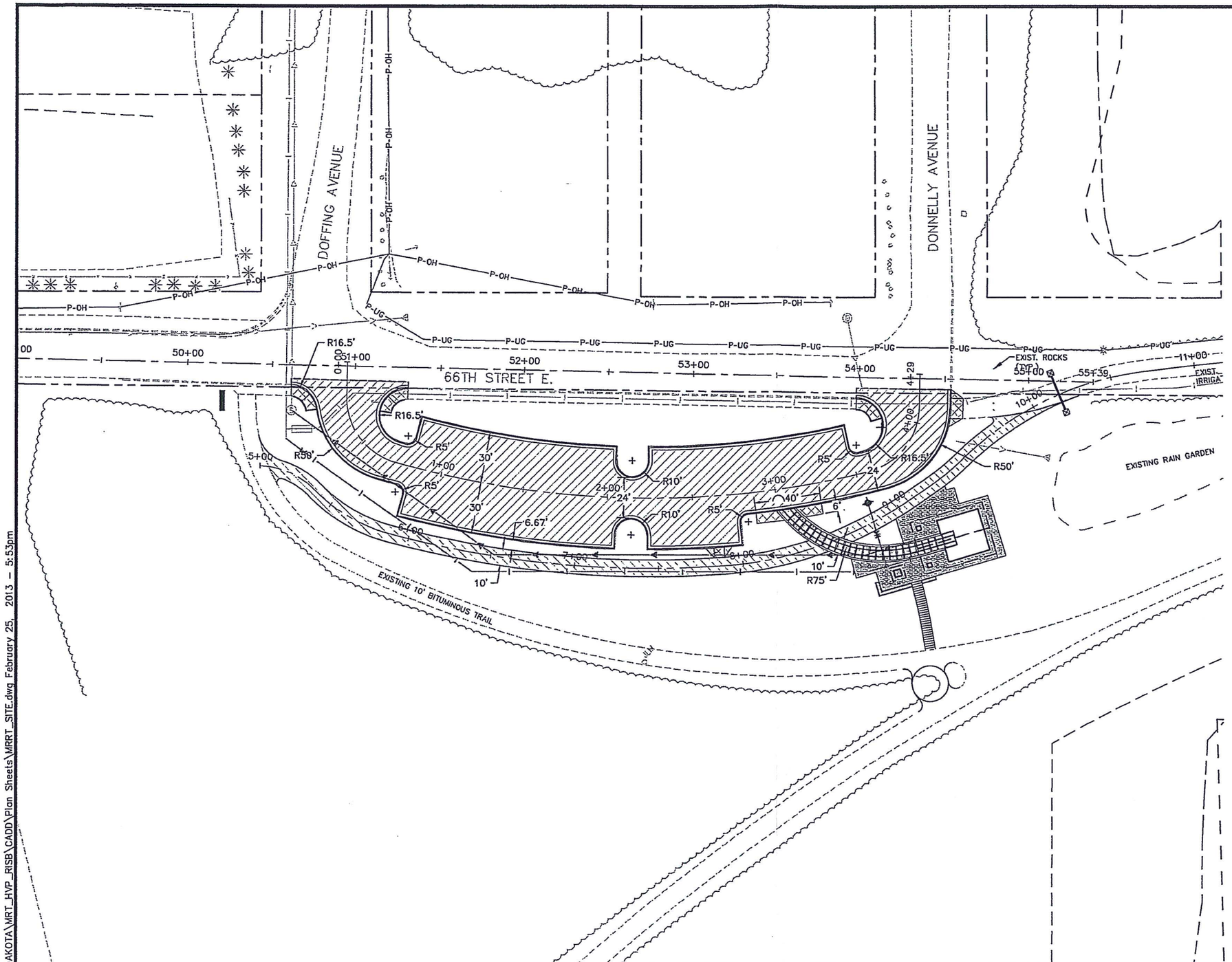
50 25 0 50 100

LEGEND

- ⊗ – Set Judicial Land Mark consisting of a 3/4"x24" aluminum rod with a 3–1/4" diameter aluminum disc on top stamped "JUDICIAL LANDMARK, DO NOT DISTURB, REG. NO. 16099"
- ⊛ – Found Judicial Land Mark per Torrens Case No. 77717
- ○ – Iron monument set
- ● – Iron monument found
- ◉ – Masonry nail set

CITY OF
INVER GROVE HEIGHTS
MINNESOTA

CS 505



NOTES:
1. ALL DIMENSIONS ARE TO FACE OF CURB.

SITE LEGEND

- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- ROW LINE
- PROPERTY LINE
- LIMITS OF CONSTRUCTION
- 4" BITUMINOUS PAVEMENT
- 3" BITUMINOUS WALK
- 4" CONCRETE WALK
- 6" CONCRETE WALK
- 6" CONCRETE WALK SPECIAL
- MODULAR BLOCK RETAINING WALL
- LIMESTONE STAIRS (SEE DETAILS)

0 15 30 60
HORIZONTAL SCALE IN FEET

K:\TWC_Civil\County\DAKOTA\MRT_HVP_RISB\CADD\Plan Sheets\MRRT_SITE.dwg February 25, 2013 - 5:53pm

No.	Date	Revisions	App.

DRAWING NAME	MRRT_SITE.dwg
DESIGNED BY:	SMJ
DRAWN BY:	SMJ
CHECKED BY:	EJF
DATE:	XX/XX/XX
PROJECT NO.	160547014

Kimley-Horn and Associates, Inc.
2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ERIC FOSMO, P.E.

DATE: XX/XX/XX MN LIC. NO. 48761

Dakota COUNTY

Inver Grove Heights

MISSISSIPPI RIVER REGIONAL TRAIL
ROCK ISLAND SWING BRIDGE
WAYSIDE REST FACILITIES
STATE PROJ. 019-060-001
COUNTY PROJ. 97-127
CITY PROJ. 2013-05

SITE DIMENSION AND PAVING PLAN

SHEET NO. C123

27 / 71

LEVANDER,
GILLEN &
MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
✧JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
□*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
✧ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **April 22, 2013**
RE: **Gambling Ordinance Amendment – Trade Area Expenditures**
4/22/13 Council Meeting (First Reading)

Section 1. <u>Background</u>. The attached ordinance amendment relating to designated trade area expenditures is on the agenda for first reading April 22, 2013.

The current City Code accurately reflects the requirements of State law regarding licensed organizations' use of gross profits and trade area expenditures. This amendment is intended to amplify and further clarify the existing City Code provisions regarding trade area expenditures so that it is more understandable to those who administer and report to the City with respect to trade area expenditures.

Section 2. <u>Council Action</u>. The Council is asked to consider the first reading on the attached gambling ordinance amendment at its April 22, 2013, Council meeting.

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4-7-13
OF THE INVER GROVE HEIGHTS CITY CODE
RELATING TO DESIGNATED TRADE AREA EXPENDITURES

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment of Code. Inver Grove Heights City Code Section 4-7-13 is hereby amended to read as follows:

4-7-13: DESIGNATED TRADE AREA:

A. During the calendar year, each licensed organization within the city having a premises permit within the city shall expend at least sixty percent (60%) of its lawful purpose expenditures made that year on lawful purposes conducted within the city's trade area.

B. This section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premises within the city's jurisdiction that remain after payment of allowable expenses.

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2013.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk