

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, JUNE 24, 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 – June 3, 2013 City Council Work Session _____
ii) Minutes – June 10, 2013 Regular City Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending June 19, 2013 _____
 - C. Pay Voucher No. 8 for City Project No. 2012–09D, Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court _____
 - D. Approve Custom Grading and Drainage easement Agreements for Part of Lots 24, 25, and 26, Oakland Park (4916 Boyd Avenue) _____
 - E. Approve Custom Grading Agreement for Lot 4, Block 1, Hatchard Estates (9172 Dalton Court) _____
 - F. Accept Agreement Relating to Landowner Improvements within City Easement on Lot 12, Block 4, Hoekstra Highlands (7924 Blanchard Way) _____
 - G. Resolution Receiving Bids and Awarding Contract for the 2013 Pavement Management Program, City Project No. 2013–09B, Sealcoating _____
 - H. Approve Playground Replacement for Groveland Park _____
 - I. Approve Replacement of Waterpark Lily Pads for Veterans Memorial Community Center _____
 - J. Approve Renewal of Advertising Bench Permits _____
 - K. 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;** Consider Renewal of 3.2 On Sale Liquor License held by Arbor Pointe Golf Club, Inc. for Premises located at 8919 Cahill Avenue _____

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

- A. **ROBERT THOMAS HOMES;** Consider Resolution related to a Conditional Use Permit to Allow Additional Impervious Surface on a Residential Lot for property located at 7681 Addisen Court _____

- B. **DON AND SUE SCHLOMKA;** Consider the following requests for property located north of the Travel Plaza, East Side of Hwy 52/55 at 117th Street:
 - i) Resolution relating to a Final Plat and Improvement Agreement for a One Lot Subdivision _____
 - ii) Resolution relating to a Conditional Use Permit for a Contractors Yard with Outdoor Storage _____
 - iii) Resolution relating to a Major Site Plan Review to Construct a 12,500 Square Foot Building _____

- C. **HALLBLADE PROPERTIES;** Consider the following requests for property located south of Tractor Supply on the west side of Cahill Avenue:
 - i) Resolution relating to a Preliminary and Final Plat for a One Lot Subdivision _____
 - ii) Resolution relating to a Conditional Use Permit for Outdoor Storage _____
 - iii) Resolution relating to a Major Site Plan Review for a Retail Sales Operation _____

- D. **DAKOTA COUNTY CDA;** Consider the following requests for property located at the corner of Cheney Trail and Cahill Avenue:
 - i) Resolution relating to a Comprehensive Plan Amendment to Change the Land Use from O, Office to MDR, Medium Density Residential _____
 - ii) Ordinance Amendment to the Arbor Pointe PUD Ordinance #789 to Change the Master Land Use Plan for the Parcel from R&D, Research & Development to Medium Density Residential – R-III, Approximately 6–12 Units/Acre _____
 - iii) Resolution relating to a Final Plat and Final PUD Development Plan for a 66 Unit Senior Housing Multiple Family Development _____
 - iv) Resolution relating to a Conditional Use Permit for a Multiple Family Development _____

PUBLIC WORKS:

- E. **CITY OF INVER GROVE HEIGHTS;** Resolution Approving Cost Share Contract with Dakota County Soil and Water Conservation District for Community Conservation Partnership Funding Program, Ordering Project, and Authorizing Preparation of Plans and Specifications for City Project No. 2012–07 – Bohrer Pond NW Pretreatment Basin _____

F. CITY OF INVER GROVE HEIGHTS; Consider Resolution Receiving Feasibility Study, Scheduling Public Hearing, and Authorizing Preparation of Plans and Specifications for City Project No. 2013-09C, Mill and Overlay _____

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 STUDY SESSION
MONDAY, JUNE 3, 2013 – 8150 BARBARA AVENUE**

1. CALL TO ORDER The City Council of Inver Grove Heights met in study session on Monday, June 3, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Parks and Recreation Director Carlson, City Planner Hunting, Police Chief Stanger, Fire Chief Thill and Deputy Clerk Kennedy.

2. RENTAL REGULATIONS

Mr. Link stated Council previously discussed the regulation of rental housing in 2012 and expressed an interest in implementing regulations for rental units that would address all types of rental housing, including single family residences. Staff was directed to further research a rental licensing program that could be administered by existing staff. Council also determined that the regulations should assure proper maintenance of structures, preserve neighborhood stability, protect existing housing stock, maintain property values, provide for basic life/safety standards, and assure basic living and quality of life standards.

The 2010 census estimated 3,700 rental units in the City, 25% of the housing stock. The national average is approximately 35-40%. He reviewed the key points of a report by the University of Minnesota's Center for Urban and Regional Affairs (CURA) that analyzed rental licensing programs throughout the metropolitan area. It was determined that the primary focus of rental licensing programs was to protect the health and safety of tenants and the robustness of the housing stock. The primary challenge cited by most cities concerned staffing. A rental license program that requires scheduled inspections substantially increases the number of inspections conducted by city staff. The majority of the cities that participated in the study do not recuperate the costs of administering the rental licensing program.

Mr. Link noted since the Council's last discussion the Fire Department established a multi-family housing fire inspection program which addresses some of the concerns regarding basic life/safety issues. The program utilizes firefighters to inspect multiple family residential buildings for fire safety issues. The program only inspects public common areas. The purpose of the program is to ensure the safety of the residents and responders, encourage owners to develop a regular maintenance program, and educate owners as to the benefits of fire codes.

Based on Council's direction that the program be administered using existing staff the City is limited to two alternatives, private inspections with a proactive program or City inspections with a reactive program. He noted the cities of West St. Paul and South St. Paul have rental programs that utilize private inspectors. The landlord is required to hire a private inspector to inspect all rental units and assure they meet the standards established by the City. Upon completion of the inspection the private inspector submits a report to the City. If the City deems the report to be acceptable a license is issued to the landlord permitting the rental of the premises. The private inspector must be licensed by the city and have current certifications. City staff handles administration of the program including review of inspector's reports, issuing licenses, written correspondence, maintaining records, and responding to inquiries and complaints. He explained the advantages of a private inspection program are that it would provide a thorough, proactive program that would achieve all of the desired elements of a rental program, it may not require additional City staff, is recommended by the CURA report, and has been successful in other communities such as West St. Paul and South St. Paul. Some potential disadvantages of a private inspection program were the fact that the City would have less control over the inspectors and the quality of their services, inspections could be inconsistent depending on the personality and judgment of the individual inspectors and their individual application and interpretation of City standards, potential for conflict of interest because a private inspector is chosen and paid directly by the landlord, and the program would still require staff time to administer.

Mr. Link explained another alternative would be to use existing staff, a combination of building inspectors, fire inspectors, and the Code Compliance Specialist to inspect rental units. He stated the program would be limited by the available staff time and would be reactive in nature. He noted a reactive program would have disadvantages because it would be completely dependent on tenant's complaints and would not achieve all of the established purposes of a rental ordinance. The CURA report also discouraged this type of in-house program citing the fact that some tenants are reluctant to file complaints due to fears of retribution from their landlord. Good landlords could also be penalized by complaints filed by troublesome tenants. A reactive program may be inequitable because the application of the city's rental regulations is dependent on tenants. The advantages of a program that utilizes city inspectors are that it establishes a set of regulations for use as the city deems necessary, it would be an incremental approach that allows the program to grow as needed, provides the city full control over the program and the opportunity for consistent inspections, avoids potential conflicts of interest, and it may not require more staff.

Mr. Link stated some cities structure their rental regulations to address landlord management and tenant behavior to provide for quality of life standards. Landlords are encouraged or required, through fee schedules and fines, to attend training sessions and adopt management policies. The management policies may involve screening potential tenants, use of certain lease agreement language, and eviction of troublesome tenants. Another option would be a disorderly conduct ordinance or implementation of a repeat nuisance service call fee by the Police Department. It was noted that many of the regulations that address landlord management and tenant behavior require additional police resources.

Mr. Link presented an analysis of potential revenues generated by rental license fees. The fees of five surrounding cities, including West St. Paul and South St. Paul, were applied to the known rental buildings in Inver Grove Heights. Depending on the fee schedule that is used, the City could expect that license fees would generate \$15,000 to \$75,000. He explained after Council provides direction on private versus city inspections, and landlord management and tenant behavior regulations, staff will further analyze issues related to standards, frequency of inspections, fire inspections, enforcement, landlord input, and the need for program management software. Staff recommended the adoption of rental regulations that require licensing and inspections, a proactive private inspection program, landlord management and landlord behavior regulations, and the additional areas of analysis previously identified. He noted the Housing Committee also supported the establishment of rental regulations and a proactive private inspection program, phased in over time, with a strong education element that is able to sustain itself financially.

Councilmember Piekarski Krech questioned if the program management software was readily available and if it is used by other cities with successful programs.

Mr. Link explained staff needed to do further research on the products that were available, the need for software based on the program that is implemented, and the associated costs.

Councilmember Piekarski Krech questioned if tenant nuisances were a significant problem that warranted a service call fee and if the police department was expending excessive time responding to those types of calls for service.

Chief Stanger responded in the affirmative. He noted the program would also be helpful because it would require landlords to screen their tenant applicants and allow them to identify potential problems before a lease is signed.

Councilmember Piekarski Krech opined that senior housing facilities or nursing homes should be exempt from the program regulations if they are already required to be licensed or inspected by other agencies.

Mr. Link stated staff agreed with that assessment and planned to research which facilities in the city were required to go through a state licensure and inspections process.

Councilmember Madden clarified that the repeat nuisance service call fee would not apply to medical or domestic abuse calls.

Chief Stanger responded in the affirmative.

Councilmember Bartholomew asked for additional information regarding the International Property Maintenance Code that was referenced in the staff report.

Mr. Link explained it was a set of regulations adopted by most cities because the standards are generally understood and accepted by inspectors, landlords, and tenants. The Code addresses a number of topics including exterior and interior maintenance, heating and ventilation, kitchen facilities, sanitary facilities, water service, electrical and structural safety, and fire safety. He noted the City would have the discretion to delete specific provisions from the Code if it chose to adopt the regulations.

Councilmember Bartholomew stated it would be helpful to see what other cities, such as South St. Paul, adopted and how their regulations and standards compares to what is included in the International Property Maintenance Code.

Jim Zentner, Housing Committee Chair, outlined the positions of the Housing Committee. He explained the majority of the Committee members agree that a licensing program would be valuable to ensure safe and decent rental housing in the city, especially if it was done in conjunction with a strong education program for tenants, property managers, and property owners. In the past year the Committee has researched and collected information from neighboring communities and other suburban communities that have adopted a range of policies and regulations to govern rental properties. He stated the Committee members have had conversations with staff from neighboring communities to hear their thoughts and opinions regarding benefits of the program and what constitutes good rental housing policy and regulations. He stated the Committee believed the best way to begin was hosting a series of community meetings through which residents can share their thoughts and concerns on rental housing issues, policy, and regulation. He stressed the importance of property owners and tenants participating in the discussion and including an educational component that would inform them of their respective rights and responsibilities and demonstrate why a rental housing program would bring value to the city. The Committee felt that any program that is implemented by the City should pay for itself, including inspections. The Committee recommended that a private inspections program be developed using inspectors who are properly vetted and monitored by the City. He suggested this may include setting prices and creating a master contract between the City and inspectors. He urged the Council to consider phasing in a program of rental regulations over a defined period of time, beginning with the larger multi-family developments until point in time when all rental units would be included. He explained the Committee felt the phased-in system would lend itself to a tiered structure of inspections, re-inspections, penalties, and the opportunity to focus on the most problematic properties. He stated the Committee expects and looks forward to continuing their work and being involved in the development of the program as the process continues to move forward.

Jim Boldt, Housing Committee, stated the City would attract problem properties if it continues to go without rental regulations. He noted 20-30% of the City's residents are renters, a large constituency of people that need to be represented and protected. He explained through his contact with other communities he found that the types of programs vary in the metro area. He encouraged the Council to move beyond a registration element and implement a program that includes inspections. He suggested working with and learning from other cities to develop and implement rental housing regulations.

Councilmember Piekarski Krech stated she was leery of a private inspection program because it leaves a lot of opportunity for dishonest practices. She stated she would like to know what other cities in the metro area do to learn what has been successful.

Mary T'Kach, Housing Committee, suggested compiling a list of inspectors that have been approved by the City for property owners to choose from. She also suggested having a City inspector follow-up or re-inspect a certain number or percentage of all rental housing inspections that are done to make sure they are being done correctly and are up to standard.

Councilmember Piekarski Krech stated she was also concerned with the equity and balance of the inspections.

Mayor Tourville stated he was not sold on the value of the private inspection program. He suggested starting the program on a smaller scale to address and focus primarily on health and safety issues. He opined one of the major benefits of an in-house program would be the collateral information that would be collected about the properties, tenants, and owners. He stated one of the issues other cities have experienced with private inspection programs is a wide range in terms of the quality of the inspection. He preferred an in-house program because ultimately the City would bear responsibility in either scenario. He agreed that senior housing or licensed residential care facilities should be excluded from the program.

Councilmember Mueller suggested the Housing Committee could compile a short list of part-time or retired building inspectors to comprise the pool of approved inspectors for the program.

Councilmember Piekarski Krech stated her preference would be to continue with the Fire Department's inspection program and start a registration process, with a minimal fee, to determine how many rental properties there actually are in the City. She noted this would also provide the City with the means to record pertinent property owner contact information and compile it into a database.

Mayor Tourville opined the City would be overwhelmed by the number of single-family properties that are not owner-occupied. He asked staff to provide Council with a detailed cost comparison for both types of program, including projected staff time.

Councilmember Piekarski Krech reiterated her preference to pursue a program that would initially address health and safety issues and gradually implement other regulations with input from the Police Department to address the nuisance issues.

Fire Chief Thill stated the new program involves inspection of common areas only. She stated the paid on-call firefighters that perform the inspection have received training, but do not have the same level of training as a full time fire inspector would. She stated they primarily address health and safety issues but would note other obvious issues that may arise during their inspection of common areas and building exteriors. She noted the Fire Marshall did have the authority to enter individual units.

Mayor Tourville questioned if information on property ownership and management was being recorded during the fire inspections.

Chief Thill responded in the affirmative. She noted the program was targeting buildings with three (3) or more units, not single-family properties.

Councilmember Bartholomew agreed with the sentiments to start the program on a smaller scale to address health and safety issues and slowly implement other regulations and expand to single-family properties and duplex units.

Councilmember Piekarski Krech expressed concern that any costs incurred by property owners would be passed onto the tenants. She suggested that staff continue to research private and in-house inspections programs that could be merged with the Fire Department's inspection program.

Mayor Tourville asked that staff prepare cost estimates for an in-house program and provide information regarding administration of the program and who would be responsible for inspection and enforcement. He stated he does not want the City targeted by rental property owners or management because they do not have any regulations in place.

Paul Mandell, Housing Committee, suggested that the Fire Department post notices in the common areas of the buildings that are inspected to provide tenants with contact information to report complaints or issues.

Councilmember Piekarski Krech stated the organization and retention of the information should be able to be handled internally, potentially by the Code Compliance Specialist.

Councilmember Madden commented he was amazed at the number of corrective actions that were required by property owners as a result of the Fire Inspections program. He commended the Fire Chief for the department's progress with the program.

3. FRONT YARD PARKING

Mr. Hunting stated the issue was previously discussed in March. He reviewed the main points Council wanted addressed in an ordinance. Parking restrictions pertained only to automobiles, parking would be allowed only on a hard surface in the front yard, no parking on grass in the front yard, no changes to parking in the side or rear yards, and parking would be allowed only on a driveway or area directly connected to the driveway. Staff prepared a draft ordinance to address the topics previously identified by the Council. The ordinance would govern the single family zoning districts R-1A, R-1B, R-1C and R-2. Larger lots zone A, E-1, or E-2 were not included because their larger area provides more space to park vehicles in places that do not have an impact on the neighborhood. He noted it would be difficult to define a front yard area on such lots. The draft ordinance was written to address automobiles only and would not apply as written to boats, trailers, or campers. He explained definitions for driveway and parking pad were included to more clearly identify where cars are allowed to park. The ordinance requires areas used for parking in the front yard to be paved. No limit on the number of vehicles parked on a property was proposed. He noted total hard surface would be governed by existing impervious surface standards and in most cases would prevent someone from paving large areas in the front yard for parking purposes.

Councilmember Madden expressed concern with the use of the term "automobile" and suggested that the term be more clearly defined. He opined the ordinance did not address the real problem which was primarily related to parking of boats, RVs, and trailers in the front yard.

Councilmember Piekarski Krech stated technically a person could legally park their boat in the street. She noted the Council's previous direction to staff was to limit the ordinance to automobiles.

Councilmember Madden opined boats, RVs, and trailers needed to be included. He stated having those parked in the front yard created an eye sore in neighborhoods and seemed to be more of a problem than automobiles.

Mayor Tourville agreed it would be a waste of time to adopt an ordinance that didn't address boats, RVs, and trailers being parked in the front yard.

Councilmember Mueller clarified the proposed regulations would apply only to the front yard.

Mr. Hunting stated the proposed ordinance only addressed parking in the front yard.

Councilmember Bartholomew questioned if the Council was interested in including side or rear yards in the proposed ordinance.

Councilmember Madden stated he would not be in favor of regulating side or rear yards.

Councilmember Mueller stated he was concerned about enforcement of the ordinance during the winter months when street parking regulations are in effect. He added many families have multiple cars that may not fit in the driveway or need to be moved into the yard temporarily so cars can get in and out.

Mayor Tourville suggested that licensed, operational vehicles could be exempt from the ordinance during the winter months to coincide with the winter parking restrictions.

Ted Trenzeluk, 7305 Bancroft Way, asked for an exemption or more relaxed enforcement during the winter months.

Councilmember Piekarski Krech asked if the Police Department could suggest a suitable length of time it would be acceptable to have a car parked in the front yard during the winter.

Chief Stanger suggested that vehicles be required to be moved every 24 hours in the winter.

Mayor Tourville asked staff to put information in the next issue of Insights and on the website to solicit

feedback from residents prior to sending the ordinance to the Planning Commission.

Councilmember Piekarski Krech asked staff to include graphic illustrations of what would and would not be allowed under the proposed ordinance.

4. INVER GLEN SCHEMATIC DESIGN

Nancy Schouweiler, Dakota County Commissioner, stated while expansion of Inver Glen Library was included in the 2010 long range plan it was not included in the five year CIP. Given the population projections and other concerns regarding the availability of space at the facility, including lack of a meeting room, the Dakota County Library Board began the process to move forward with the expansion project.

Joe Lexa, Dakota County, presented the site plan and schematic design for the library expansion project. He explained two (2) additions totaling 4,400 square feet would be constructed that would retain the original design elements of the library. The parking lot would be expanded to increase the total number of spaces from the existing 58 to 87. The drop off zone would undergo a conversion to walk-up service. Additional landscape would be added around the removed book drop as well as an enhanced walkway and entry planting from 80th Street. New landscape would be added around the existing building and the addition. He reviewed the floor plan and highlighted the addition of a large meeting room with the ability to accommodate 75-80 people and expanded children's and adult sections. He outlined the proposed design schedule and stated a design development presentation would be presented to the Library Board on June 13th in anticipation of approval by the County Board on July 9th.

Councilmember Madden questioned when construction would begin.

Mr. Lexa responded the plan was to complete the necessary soil and site corrections and utility work by the end of October. He stated the plan was to construct the meeting room and east addition while the library remained open for business.

Mayor Tourville opined the expansion would be great for the library and its patrons.

Councilmember Piekarski Krech thanked the County representatives for their work on the project.

Mr. Kuntz questioned what the expectation was for use of the meeting room.

Ms. Schouweiler stated the meeting room would be available for use by groups within the community outside of the normal hours of operation for the library in addition to the programs offered through Dakota County and the library.

Mary T'Kach questioned what sustainability measures were taken in the design of the building, how the storm water was being handled, and how the expansion of the parking lot and increased footprint of the building would affect the existing trees and landscape.

Mr. Lexa stated they have worked with the City's engineering department to develop a plan for storm water management. The building was designed to the most current version of International Building Code standards in addition to Dakota County's extensive performance standards.

Mayor Tourville suggested Ms. T'Kach provide her questions directly to the County for more detailed responses.

Councilmember Madden opined that additional parking is needed to accommodate the increased number of visitors to the library.

5. CITY CAMPUS

Mr. Lynch presented schematic designs for potential short, mid, and long-term improvements to the City campus. He explained the deteriorating condition of Barbara Avenue and internal traffic flow and parking issues contributed to the need to consider the future layout, design, and usage of the campus. He stated rather than pursue and fund a full reconstruction of Barbara Avenue other options should be considered based on the potential for new access points to City Hall and decreased use of Barbara Avenue. The

short term improvements included construction of the first phase of a parking deck to add an additional 50 spaces of parking for visitors to the VMCC, implementation of a signage plan including entry, electronic, and wayfinding signs, construction of a multi-use trail loop along Babcock Trail to the existing trail along the ponds, and development of an art walk along the trail to the skate park. He explained the short term plan would require additional work to coordinate the relocation of Roberts Funeral Home, a Barnes Avenue intersection and an additional 80th Street intersection with the County, and the integration of the long term plans for the church with a vision for a business park area west of Babcock Trail. The mid-term plan improvements included an intersection at Barnes Avenue, additional parking at the funeral home site, alteration of the south segment of Barbara Avenue to a multi-use trail and Police access to the west, and construction of a parking court at the police station. He noted the mid-term plan would require coordination with a potential expansion of the Public Works facility, and continued integration of the long-term plans for the business park area west of Babcock Trail. The long-term plan improvements included expansion of the parking deck, relocation of Barbara Avenue, creation of a public plaza area, and pursuing acquisition and expansion opportunities south between public works and an existing City-owned parcel. He noted the County would not allow the City to have a new access off Barnes and a new access off of 80th Street; it would have to be one or the other. He explained no cost estimates had been attached to any of the proposed improvements and stressed the master plan would occur over a 10-15 year time period as funding permitted. He stated staff would present the Council with options that would temporarily fix the condition of Barbara Avenue as that issue needed to be addressed in the very near future.

Councilmember Madden questioned what an art walk would entail.

Mr. Lynch explained it would be an opportunity for artists to display their work along the walking path.

Councilmember Mueller questioned when the City campus idea was initiated.

Mr. Lynch stated it had been previously discussed by the Council in 2012.

Councilmember Piekarski Krech stated the overall use of the skate park seemed to be decreasing and questioned if there were any plans or ideas for that space to increase utilization of the space.

Mr. Lynch indicated the Parks and Recreation Advisory Commission and staff had discussed the potential repurposing of the skate park and the issue still needed further discussion before a proposal could be presented to the Council.

Mr. Carlson added that the equipment was nearing the end of its useful life and a recommendation would be forthcoming.

Councilmember Piekarski Krech stated although she liked the improvements included in the plans she did not want to get too deep into the process without knowing the costs that would be associated with the improvements. She opined that parking at the VMCC was the biggest issue that needed to be addressed, along with the condition of Barbara Avenue.

Councilmember Bartholomew requested a copy of the needs analysis for the potential Public Works expansion.

Mr. Lynch noted the expansion or remodeling of the Public Works facility was included in the 2017 CIP.

Councilmember Bartholomew opined that the improvements to the City campus should be kept to a minimum until such time that more funding becomes available. He suggested that mid-level replacement of Barnes Avenue may be the best solution in the interim to buy some time until more details regarding access points and funding sources are known.

Dian Piekarski, 7609 Babcock Trail, encouraged the Council and staff to look at the immediate needs and prioritize them to keep the costs down.

Mr. Lynch acknowledged that the City would need to determine the costs of the improvements to define

the parameters of the project and prioritize the improvements going forward. He stated there could be an interim solution to the parking problems at the VMCC if the Council wanted to utilize the City-owned property along Babcock.

Councilmember Madden stated cost was the biggest factor involved and no plans could be made without knowing where the funds would come from to pay for the improvements. He agreed that Barbara Avenue needed to be repaired and that a mid-level replacement may be the best solution for the time being.

Councilmember Piekarski Krech suggested they could still reconstruct Barbara Avenue and fit it into the campus plan at a later date. She stated additional parking for the VMCC at the property along Babcock Trail should be pursued.

Councilmember Mueller opined the campus plans should be put on hold and the City should focus on repairing Barbara Avenue.

Mayor Tourville reiterated no decisions could be made without knowing the costs associated with the improvements. He opined it would be beneficial to continue discussion with the County regarding the Barnes Avenue access.

6. ADJOURN

The meeting was adjourned at 8:35 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JUNE 10, 2013 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, June 10, 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 Administrator Teppen, City Attorney Kuntz, Community Development Director Link, Public Works Director Thureen, Finance Director Smith, Parks and Recreation Director Carlson, Chief Stanger, and Deputy Clerk Kennedy.

3. PRESENTATIONS:

A. Citizen Advisory Commissioner Recognition

Mayor Tourville awarded certificates of appreciation to Allan Cederberg, Stephanie Schmid, Greg Groenjes, and Chris Solberg for their service on various Citizen Advisory Commissions and Committees.

Mr. Cederberg served as a member of the Housing Committee for two (2) years, Ms. Schmid served on the Environmental Commission for two (2) years, Mr. Groenjes served on the Environmental Commission for seven (7) years, and Mr. Solberg served on the Parks and Recreation Advisory Commission for three (3) years.

Mayor Tourville stated the Council would not be able to perform their duties effectively without the work of those who volunteer to serve the City on the various commissions and committees.

4. CONSENT AGENDA:

A. Minutes – May 28, 2013 Regular City Council Meeting

B. Resolution No. 13-64 Approving Disbursements for Period Ending June 5, 2013

C. Pay Voucher No. 2 for City Project No. 2006-08, Asher Water Tower Replacement

D. Resolution No. 13-65 Authorizing Preparation of a Feasibility Report and Appraisal Report for the 2013 Pavement Management Program, City Project No. 2013-09C, Mill and Overlay

E. Resolution No. 13-66 Approving Municipal State Aid Street System Adjustments

F. Resolution No. 13-67 Accepting the MS4 Annual Report for 2012

G. Approve Proposal from Electric Pump for Submersible Sanitary Sewer Lift Station and from Automatic Systems Co. for a Lift Station Control Panel

H. Resolution No. 13-68 Approving Plans and Specifications and Authorizing Advertisement for Bids, City Project No. 2013-06 Robert Trail (TH 3) Roundabout Storm Water Facilities Repair

I. Approve Replacement of Fitness Equipment for Veterans Memorial Community Center

J. Resolution No. 13-69 Awarding Contract for Demolition of 6671 and 6685 Concord Boulevard

K. Approve JPA and Supplemental Maintenance Agreement for the MRRT Trailhead Facilities located at 4465 66th St.

L. Appoint Municipal Trustees to Inver Grove Heights Fire Relief Association Board of Trustees and Authorize Stipends for Designated Board Members

M. Resolution No. 13-70 Thanking Legislators for Assistance in Securing Funds for Economic Development Purposes within the City

N. Award Purchase of a Scott Eagle Attack Thermal Imaging Camera to Clarey's Safety Equipment

O. Personnel Actions

Motion by Madden, second by Bartholomew, to approve the Consent Agenda**Ayes: 5****Nays: 0 Motion carried.****5. PUBLIC COMMENT:** None.**6. PUBLIC HEARINGS:** None.**7. REGULAR AGENDA:****COMMUNITY DEVELOPMENT:****A. PAWN AMERICA;** Consider Resolution relating to a Variance to allow a Wall Sign 183 Square Feet in Size whereas 100 Feet is the Maximum Allowed for property located at 5300 South Robert Trail

Mr. Link reviewed the location of the property. He stated the request was for a variance from the maximum sign size allowed by Code. The maximum size allowed is 100 square feet and a 183 square foot sign was proposed by the applicant. The two (2) existing signs would be combined to improve the visibility of the letters for motorists traveling along Robert Trail. Both Planning staff and the Planning Commission recommended approval of the variance.

Mayor Tourville questioned if the applicant agreed to the conditions of the variance.

John Hollenbeck, Lawrence Sign, spoke on behalf of the applicant and indicated there were no problems with the proposed conditions.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 13-71 approving a Variance to allow a Wall Sign 183 Square Feet in Size whereas 100 Feet is the Maximum Allowed for property located at 5300 South Robert Trail**Ayes: 5****Nays: 0 Motion carried.****B. DAMON GUON;** Consider the following requests for property located at 7175 Angus Avenue:

- i) Resolution relating to a Variance to allow a 2,400 Square Foot Accessory Building whereas 1,600 Square Feet is Maximum Size Allowed
- ii) Resolution relating to a Conditional Use Permit to Allow Sheet Metal Siding on an Accessory Building in the A, Agricultural Zoning District

Mr. Link explained staff supported the conditional use permit request but did not feel the variance met the ordinance requirements because a practical difficulty could not be identified, staff did not find anything particularly unique to the property, and it did not preclude the reasonable use of the property. Both Planning staff and the Planning Commission recommended denial of the variance and approval of the conditional use permit.

Damon Guon, 7175 Angus Avenue, stated a similar variance was approved six (6) years ago but the accessory building was never constructed.

Councilmember Piekarski Krech questioned if there was an existing structure in the proposed location.

Mr. Guon responded in the affirmative. He explained the existing structure would be removed.

Councilmember Piekarski Krech asked what the dimensions were of the existing structure and if the applicant was currently using it for storage.

Mr. Guon stated the structure was small, approximately 10 feet by 12 feet. He indicated the structure was used to store a few items such as children's bikes and windows.

Mayor Tourville asked if the applicant agreed with the proposed conditions.

Mr. Guon replied in the affirmative.

Mr. Bartholomew questioned if there were any unique characteristics that would justify the variance to the property.

Mr. Guon stated his property was only a ¼ acre shy of being 5 (five) acres and the proposed accessory structure would be allowed on a 5 (five) acre lot. He noted the accessory structure would fit well on the lot.

Councilmember Piekarski Krech questioned if the property was located within the MUSA boundaries.

Mr. Link responded in the affirmative.

Councilmember Piekarski Krech questioned if the proposal met impervious surface requirements for the property.

Mr. Link explained impervious surface area should not be a concern because of the large lot size.

Councilmember Piekarski Krech stated at some point sewer and water would be extended to the area and the applicant would have to pay the assessments.

Mayor Tourville stated the variance was previously approved and because the City revised the ordinance requirements the property no longer meets the variance criteria. He explained the Planning Commission was concerned with setting a precedent. He opined he did not have a problem with the request because the applicant was aware of the fact that if sewer and water is extended he would likely pay a much larger assessment because of the accessory buildings on the property. He stated it would increase the value of the property and allow the applicant to store more items inside the accessory building. He opined it would be an improvement to the property and to the neighborhood.

Councilmember Mueller stated there was a steep slope off to the side that would require a lot of grading prior to construction. He explained he would support both requests because the immediate neighbor to the west had no objections, the building would be not be visible to the neighboring properties, and the proposed structure would fit well on the property.

Councilmember Madden stated he preferred to look at applications on a case by case basis and he would support the request because it would not negatively impact the neighborhood, the accessory building would be an improvement to the property, and the lot was just short of five (5) acres.

Motion by Mueller, second by Madden to adopt Resolution No. 13-72 relating to a Variance to allow a 2,400 Square Foot Accessory Building whereas 1,600 Square Feet is Maximum Size Allowed

Ayes: 4

Nays: 1 (Bartholomew) Motion carried.

Motion by Madden, second by Bartholomew, to adopt Resolution No. 13-73 relating to a Conditional Use Permit to Allow Sheet Metal Siding on an Accessory Building in the A, Agricultural Zoning District

Ayes: 5

Nays: 0 Motion carried.

C. RENEE VON BERGE; Consider Resolution relating to a Variance to allow a 25 Foot Front Yard Setback for a Porch Addition whereas 30 Feet is required for property located at 8419 Calvin Court

Mr. Link stated the property is surrounded by three (3) roads: Cahill Avenue, College Trail, and Calvin Court. He explained the property was also unique in that it had an unusual configuration. The northern property line is angled to accommodate a monument sign located on the back corner of the property. The front of the house meets the 30 foot setback requirement, but due to the configuration and angle of the north property line the back of the home is only 25 feet from the property line. The addition of the porch would maintain the same setback as the back of the house. Both Planning staff and the Planning Commission recommended approval of the variance and felt the request fit the purpose and intent of both the zoning ordinance and the comprehensive plan.

Motion by Madden, second by Bartholomew, to adopt Resolution No. 13-74 relating to a Variance to allow a 25 Foot Front Yard Setback for a Porch Addition whereas 30 Feet is required for property located at 8419 Calvin Court

Ayes: 5

Nays: 0 Motion carried.

PARKS AND RECREATION:

D. CITY OF INVER GROVE HEIGHTS; Consider Approval of the Plans and Specifications for the Mississippi River Regional Trail Trailhead Improvements located at 4465 66th St.

Mr. Carlson provided a brief history of the improvements the City has pursued at Swing Bridge Park. The plan included collaboration with Dakota County to place a regional trailhead facility within Swing Bridge Park. The goals of the project were to provide off-street parking, year-round public restrooms, way - finding and historical interpretation information, and picnic facilities. He displayed renderings of the proposed amenities and a proposed site plan. He explained the majority of the funding for the project came from Dakota County through a Scenic Byway Grant in the amount of \$450,000 and a County match of the grant funds. The National Park Service contributed \$80,000 towards the project and the City contributed \$300,000 via the state bonding grant that was previously awarded. He noted the City must utilize the state bonding grant funds by June of 2015 and the funds can only be used for capital improvements at the Rock Island Swing Bridge or Heritage Village Park. After the City's contribution to the trailhead improvements project and the 2012 project on 66th Street, the remaining balance of grant funds is \$545,022. He explained the restrooms would be open seven (7) days of week and the park would be open from 5 am to 10 pm. The picnic shelter would be available to rent through the City. Construction is planned for the summer of 2013 with completion in the spring of 2014.

Councilmember Bartholomew questioned if there was a reason why the restrooms were located so far away from the picnic shelter.

Mr. Carlson stated the restroom facilities provide the dual function of serving people using the Mississippi River Regional Trail and visitors to Swing Bridge Park. Logistics of water and sewer service also contributed to the location that was chosen. He noted it was the best location for the facility on the site given the site constraints.

Councilmember Madden questioned if all ADA requirements had been met.

Mr. Carlson responded in the affirmative.

Motion by Madden, second by Mueller, to approve the Plans and Specifications for the Mississippi River Regional Trail Trailhead Improvements located at 4465 66th St.

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS; Approve Signage Package for Exterior and Interior of City Hall

Ms. Teppen explained in late November of 2012 the City Council approved a proposal from Visual Communications, Inc. to analyze and design a signage plan for both the interior and exterior of City Hall. The consultant documented all of the needed signs and created design options. The options were presented to department head for review and comment. Visual Communications then put the package out for bid to three (3) vendors. Two (2) vendors responded to the request and the lowest bid was submitted by Archetype Signmakers. The signage package included two (2) new cabinets using the existing brick for the monuments located at the corners of 80th and Barbara and Barbara and Babcock Trail. She noted the cabinets would be illuminated with LED lights, a much more energy efficient lighting option. The package also included five (5) freestanding directional signs at various points around the City campus, individual letters on the two white walls fronting City Hall to identify Police & Fire as well as City Hall, with the address to the building. The phrase "& Fire" would be added to the east exterior, and the letters on the

east exterior would be painted a darker color so they could be more visible. Vinyl signs would be added on the east and west-side entrance doors, all required interior ADA signage would be provided for conference rooms, offices, and work stations, and two (2) interior directional signs would be installed along with a dedication plaque recognized the Council that was in office at the time the building was constructed. The proposal for the package was \$38,916 and included review of shop drawings and the tuck pointing of bases of the monument signs. Staff recommended funding \$12,230 from the ADA fund, and the remaining \$26,686 from the City Facilities Fund. The 2013 budget for the ADA fund was \$36,600. The cash balance of the City Facilities Fund was \$373,000.

Councilmember Piekarski Krech questioned if the vinyl signs would be on the interior of the doors themselves.

Ms. Teppen explained there would be matte letters adhered to the glass that would denote the hours of operation at both the east and west entrances of the building.

Councilmember Mueller questioned if the signs were interchangeable if the information changed.

Ms. Teppen responded in the affirmative.

Councilmember Bartholomew questioned if the bid included drainage corrections to the monument signs.

Ms. Teppen stated the monument signs were at least fifteen years old and likely were built in the early 1980's.

Councilmember Bartholomew explained his concern was that moisture had a way to get out and not accumulate and damage the electrical component.

Ms. Teppen stated the bid package indicated there were weep holes with interior light shields on the monument signs.

Mayor Tourville commented that the lettering on the front landscaping wall was useless in the winter months because it is covered by snow. He suggested removing the letters and placing them elsewhere to avoid having to maintain the landscape lighting. He stated painting the letters on the east exterior of the building would not solve the problem because the existing letters were too small. He opined the point is for the building to be identified from Highway 52. He suggested that an alternate bid be obtained for larger letters on the eastern exterior.

Ms. Teppen stated she would ask the consultant for their opinion and recommendation regarding the size of the letters.

Mr. Lynch stated he recalled the letters on the eastern exterior were meant to be seen from Barnes Avenue for identification and way-finding purposes.

Mayor Tourville stated the building should be able to be identified from Highway 52.

Councilmember Piekarski Krech questioned how large the letters would be on the white walls fronting City Hall.

Ms. Teppen stated the letters would be 12".

Mayor Tourville questioned if those letters would be lit.

Ms. Teppen responded in the negative and noted there was lighting in the landscaping beds adjacent to the white wall.

Mayor Tourville stated the lighting in the landscape bed would not help in the winter. He asked staff to obtain the consultants' opinion of the letters on the front landscaping wall as well.

Ms. Teppen explained the consultant recommended that the City retain the existing letters on the landscape wall.

Mayor Tourville suggested obtaining an alternate bid for lighting the two (2) white walls fronting City Hall.

Ms. Teppen suggested that Council move forward with everything in the bid package with the exception of the two (2) white walls fronting City Hall and the letters on the eastern exterior of the building. She stated staff would seek recommendations from the consultant and the cost to light both areas of the exterior.

Motion by Madden, second by Piekarski Krech to approve Signage Package for Exterior and Interior of City Hall with the Exception of the Exterior Work on the Two (2) White Walls Fronting City Hall and the Letters on the Eastern Exterior

Ayes: 5

Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider New Date for July Work Session

Mayor Tourville stated the Council would keep the July 1st work session and change the start time for that work session and all future work sessions to 7:00 pm.

Motion by Piekarski Krech, second by Madden, to amend start time for Council Work Sessions to 7:00 p.m.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Mayor Tourville stated he received a couple of letters from Boy Scouts regarding the flags on Cahill Avenue and the fact they are not lit. He explained the guideline is that if lighting is available, the flags should be lit. He stated it is not mandatory for flags located in more general purpose areas to be lit. He noted flags can be flown without direct light if they are still able to be seen.

9. EXECUTIVE SESSION:

A. Acquisition Updates

10. ADJOURN: Motion by Mueller, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 8:45 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 24, 2013
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of June 6, 2013 to June 19, 2013.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending June 19, 2013. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$367,701.01
Debt Service & Capital Projects	481,206.62
Enterprise & Internal Service	242,404.50
Escrows	8,879.22
	<hr/>
Grand Total for All Funds	<u><u>\$1,100,191.35</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period June 6, 2013 to June 19, 2013 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING June 19, 2013**

WHEREAS, a list of disbursements for the period ending June 19, 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	\$367,701.01
Debt Service & Capital Projects	481,206.62
Enterprise & Internal Service	242,404.50
Escrows	8,879.22
Grand Total for All Funds	<u><u>\$1,100,191.35</u></u>

Adopted by the City Council of Inver Grove Heights this 24th day of June, 2013.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk



Expense Approval Report

By Fund

Payment Dates 6/6/2013 - 6/19/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	516099/5	06/19/2013	6/10/13	101.42.4200.423.60065	34.68
ACE PAINT & HARDWARE	516137/5	06/19/2013	6/11/13	101.42.4200.423.60065	3.08
ACE PAINT & HARDWARE	515993/5	06/12/2013	6/3/13	101.42.4200.423.60065	69.36
AFSCME COUNCIL 5	INV0020487	06/14/2013	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	28.48
AFSCME COUNCIL 5	INV0020488	06/14/2013	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	732.23
AFSCME COUNCIL 5	INV0020489	06/14/2013	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	89.10
AGASSIZ SEED & SUPPLY	INV059667	06/12/2013	CITYO55077	101.44.6000.451.60016	4,960.00
AGASSIZ SEED & SUPPLY	INV059657	06/12/2013	CITYO55077	101.44.6000.451.60016	4,360.00
ALL GOALS, INC.	10435	06/19/2013	55077-3	101.44.6000.451.60065	1,222.00
BELLEISLE, MONICA	5/31/13	06/12/2013	REIMBURSE-MILEAGE	101.42.4200.423.50065	59.56
BERGUM, ERIC	6/5/13	06/12/2013	REIMBURSE-FDIC LODGING	101.42.4200.423.50075	1,350.45
BITUMINOUS ROADWAYS, INC.	20778	06/19/2013	35265	101.43.5200.443.60016	3,772.14
BLACKTOP PROS, LLC	BTP77458	06/19/2013	CITY OF I.G.H	101.43.5200.443.40046	3,000.00
BLOOMINGTON SECURITY SOLUTIONS INC	S82371	06/19/2013	5/28/13	101.44.6000.451.40040	140.00
BROTHER MOBILE SOLUTIONS INC	590042168	06/19/2013	1627	101.42.4000.421.60065	231.11
CA DEPT OF CHILD SUPPORT SERVICES	INV0020442	06/14/2013	MIGUEL GUADALAJARA FEIN/TAXPAYER ID: 416005	101.203.2032100	279.69
CENTURY LINK	6/8/13 651 457 4184 745	06/12/2013	651 457 4184 745	101.44.6000.451.50020	57.95
CENTURY LINK	6/8/13 651 457 5524 959	06/12/2013	651 457 552 959	101.44.6000.451.50020	64.32
CITY OF SAINT PAUL	127610	06/19/2013	MAY 2013	101.43.5200.443.60016	4,832.89
CULLIGAN	5/31/13 157-98459100-6	06/12/2013	157-98459100-6	101.42.4200.423.60065	144.29
CWH RESEARCH INC.	3702	06/12/2013	MAY 2013 TEST	101.41.1100.413.30500	1,461.60
DAKOTA CTY SHERIFF'S OFFICE	DCSO-GG06	06/19/2013	EVENT COSTS 4/23/13	101.42.4000.421.50080	272.08
DAKOTA ELECTRIC ASSN	5/29/13 246837-9	06/19/2013	246837-9	101.44.6000.451.40020	4,696.00
DAKOTA ELECTRIC ASSN	5/29/13 250165-8	06/19/2013	250165-8	101.44.6000.451.40020	271.09
DAKOTA ELECTRIC ASSN	5/29/13 393563-2	06/19/2013	393563-2	101.44.6000.451.40020	278.14
DAKOTA ELECTRIC ASSN	5/29/13 426713-4	06/12/2013	426713-4	101.43.5400.445.40020	34.47
DAKOTA ELECTRIC ASSN	5/29/13 443054-2	06/19/2013	443054-2	101.44.6000.451.40020	11.07
DANNER LANDSCAPING	9947	06/12/2013	5/22/13	101.43.5200.443.60016	72.68
DANNER LANDSCAPING	9947	06/12/2013	5/22/13	101.44.6000.451.60016	145.34
DANNER LANDSCAPING	9948	06/12/2013	5/22/13	101.44.6000.451.60016	2,821.50
DIAMOND VOGEL PAINT	101439676	06/12/2013	10100173	101.43.5200.443.60016	12,237.65
EARL F ANDERSEN INC	0101969-IN	06/12/2013	0004094	101.43.5200.443.60016	1,578.54
EFTPS	INV0020494	06/14/2013	FEDERAL WITHHOLDING	101.203.2030200	40,446.53
EFTPS	INV0020496	06/14/2013	MEDICARE WITHHOLDING	101.203.2030500	11,205.02
EFTPS	INV0020497	06/14/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	34,238.12
EFTPS	INV0020501	06/14/2013	FEDERAL WITHHOLDING	101.203.2030200	27.01
EFTPS	INV0020503	06/14/2013	MEDICARE WITHHOLDING	101.203.2030500	22.24
EFTPS	INV0020504	06/14/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	95.06
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.41.1000.413.30700	271.74
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.41.1100.413.30700	271.74
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.41.2000.415.30700	271.72
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.42.4000.421.30700	271.74
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.42.4200.423.30700	271.74
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.43.5000.441.30700	271.74
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.43.5100.442.30700	271.74
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.43.5200.443.30700	271.74
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.44.6000.451.30700	271.74
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.45.3000.419.30700	271.74
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.45.3200.419.30700	271.74
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	101.45.3300.419.30700	271.74
ELECTRIC FIRE & SECURITY	84995	06/19/2013	132351	101.44.6000.451.50055	530.10
FIRSTSCRIBE	2459782	06/12/2013	5/1/13	101.43.5100.442.40044	250.00
FRATTALONE COMPANIES INC	1305017	06/12/2013	1415	101.44.6000.451.40025	60.00
GENESIS EMPLOYEE BENEFITS, INC	INV0020485	06/14/2013	HSA ELECTION-SINGLE	101.203.2032500	2,729.06
GENESIS EMPLOYEE BENEFITS, INC	INV0020486	06/14/2013	HSA ELECTION-FAMILY	101.203.2032500	3,699.26
GERTENS	280174	06/12/2013	103566	101.44.6000.451.60016	81.61
GERTENS	733571	06/12/2013	103566	101.44.6000.451.60016	786.33
GERTENS	280436	06/12/2013	103566	101.44.6000.451.60016	107.71
GERTENS	281472	06/19/2013	103566	101.44.6000.451.60016	529.83
GERTENS	281590	06/19/2013	103566	101.44.6000.451.60016	542.81
GERTENS	281889	06/19/2013	103566	101.44.6000.451.60016	136.79
GLASSING FLORIST	00332867	06/12/2013	ENGSTROM, ROBERT	101.42.4000.421.60065	69.94
GOODPOINTE TECHNOLOGY, INC.	2466	06/12/2013	2013 SURVEY	101.43.5100.442.40044	3,606.25
HANCE UTILITY SERVICES INC	19651	06/19/2013	6/5/13	101.44.6000.451.30700	174.00
HINKLEY, THEODORA	60483	06/19/2013	DUPLICATE PERMIT REFUND 2013-762	101.45.0000.3221000	44.55
ICMA RETIREMENT TRUST - 457	INV0020443	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0020444	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	307.68
ICMA RETIREMENT TRUST - 457	INV0020445	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0020446	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	662.20
ICMA RETIREMENT TRUST - 457	INV0020447	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0020448	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	479.83
ICMA RETIREMENT TRUST - 457	INV0020449	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	940.00
ICMA RETIREMENT TRUST - 457	INV0020450	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	127.70
ICMA RETIREMENT TRUST - 457	INV0020451	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0020452	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	851.66
ICMA RETIREMENT TRUST - 457	INV0020453	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0020454	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	269.22
ICMA RETIREMENT TRUST - 457	INV0020455	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	1,576.58
ICMA RETIREMENT TRUST - 457	INV0020456	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	121.01
ICMA RETIREMENT TRUST - 457	INV0020457	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0020458	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	382.67
ICMA RETIREMENT TRUST - 457	INV0020459	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	590.00
ICMA RETIREMENT TRUST - 457	INV0020460	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	462.44
ICMA RETIREMENT TRUST - 457	INV0020461	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	INV0020462	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	340.80
ICMA RETIREMENT TRUST - 457	INV0020463	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0020464	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	37.02
ICMA RETIREMENT TRUST - 457	INV0020465	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	475.00
ICMA RETIREMENT TRUST - 457	INV0020466	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	148.05
ICMA RETIREMENT TRUST - 457	INV0020467	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	25.00
ICMA RETIREMENT TRUST - 457	INV0020468	06/14/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	61.76
ICMA RETIREMENT TRUST - 457	INV0020469	06/14/2013	ICMA (AGE 50 & OVER)	101.203.2031400	294.09
ICMA RETIREMENT TRUST - 457	INV0020470	06/14/2013	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0020471	06/14/2013	ICMA (AGE 50 & OVER)	101.203.2031400	742.60
ICMA RETIREMENT TRUST - 457	INV0020472	06/14/2013	ICMA (AGE 50 & OVER)	101.203.2031400	947.63
ICMA RETIREMENT TRUST - 457	INV0020473	06/14/2013	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0020474	06/14/2013	ICMA (AGE 50 & OVER)	101.203.2031400	3,673.85
ICMA RETIREMENT TRUST - 457	INV0020475	06/14/2013	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0020484	06/14/2013	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	532.70
INSIGHT EDGE	1326	06/19/2013	ASSESSMENT/INFO	101.43.5100.442.30300	750.00
INSIGHT EDGE	1326	06/19/2013	ASSESSMENT/INFO	101.43.5100.442.30700	1,000.00
IUOE	INV0020490	06/14/2013	UNION DUES IUOE	101.203.2031000	1,092.50
JENNE, JIM	6/5/13	06/12/2013	PERMIT REFUND WORK NOT REQUIRED	101.207.2070100	5.00
JENNE, JIM	6/5/13	06/12/2013	PERMIT REFUND WORK NOT REQUIRED	101.45.0000.3224000	80.00
KENISON, TERRI	MAY 2013	06/12/2013	MAY 2013	101.42.4200.423.30700	908.44
LANGUAGE LINE SERVICES	3173683	06/19/2013	9020909043	101.42.4000.421.50020	36.12
LEAGUE OF MN CITIES	182921	06/12/2013	5/10/13	101.41.1000.413.50080	350.00
LEICA GEOSYSTEMS INC	0093479396	06/12/2013	209374	101.43.5100.442.60065	1,837.98
LELS	INV0020491	06/14/2013	UNION DUES (LELS)	101.203.2031000	1,250.00
LELS SERGEANTS	INV0020492	06/14/2013	UNION DUES (LELS SGT)	101.203.2031000	225.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	101.41.1000.413.30420	2,004.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	101.42.4000.421.30420	240.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	101.42.4000.421.30420	76.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	101.43.5000.441.30420	248.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	101.43.5100.442.30420	4,317.60
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	101.43.5100.442.30420	227.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	101.43.5100.442.30420	318.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	101.44.6000.451.30420	2,330.40
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	101.45.3200.419.30420	1,272.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	101.45.3300.419.30420	504.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 92000E	06/19/2013	92000E	101.42.4000.421.30410	16,989.64
LILLIE SUBURBAN NEWSPAPERS	4/30/13 001363	06/12/2013	001363	101.41.1100.413.50025	111.36
LILLIE SUBURBAN NEWSPAPERS	4/30/13 001363	06/12/2013	001363	101.43.5100.442.50025	26.20
LILLIE SUBURBAN NEWSPAPERS	4/30/13 001363	06/12/2013	001363	101.45.3200.419.50025	45.86
LYNN & ASSOCIATES	6/1/13	06/12/2013	TEAM BUILDING	101.44.6000.451.30700	2,280.00
M & J SERVICES, LLC	393	06/12/2013	5/14-16/2013	101.44.6000.451.30700	5,160.00
M & J SERVICES, LLC	421	06/19/2013	4612 BOWER PATH	101.43.5200.443.40046	1,320.00
M & J SERVICES, LLC	412	06/19/2013	7560 BOWMAN CT N	101.43.5200.443.40046	1,000.00
M & J SERVICES, LLC	413	06/19/2013	5/28/13-5/29/13 7555 BOWMAN CT N	101.43.5200.443.40046	1,550.00
M & J SERVICES, LLC	419	06/19/2013	6249 BOLLAND TRAIL	101.43.5200.443.40046	2,460.00
MCMONIGAL, MIKE	4/27/13	06/12/2013	REIMBURSE-FDIC MEALS/LODGING	101.42.4200.423.50075	1,330.37
MENARDS - WEST ST. PAUL	26129	06/19/2013	30170270	101.43.5200.443.60016	31.04
METROPOLITAN COUNCIL ENVIRON SRVCS	MAY 2013	06/12/2013	SAC MAY 2013	101.41.0000.3414000	(243.50)
MINNEAPOLIS OXYGEN CO.	171065573	06/19/2013	113504	101.42.4200.423.40042	116.52
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0020440	06/14/2013	RICK JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0020441	06/14/2013	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416005255	101.203.2032100	484.54
MN DEPT OF REVENUE	INV0020495	06/14/2013	STATE WITHHOLDING	101.203.2030300	16,976.36
MN DEPT OF REVENUE	INV0020502	06/14/2013	STATE WITHHOLDING	101.203.2030300	18.67
MTI DISTRIBUTING CO	900062-00	06/12/2013	91180	101.44.6000.451.40047	280.96
MTI DISTRIBUTING CO	900957-00	06/12/2013	91180	101.44.6000.451.40047	313.66

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MTI DISTRIBUTING CO	902245-00	06/12/2013	91180	101.44.6000.451.40047	47.04
O'DONNELL, SCOTT	6/5/13	06/19/2013	REIMBURSE-IPOD CHARGER/CLIPS	101.41.1000.413.60065	60.43
OTIS, JOSHUA M	5/22/13	06/12/2013	REIMBURSE-TRAINING LUNCH	101.42.4000.421.50075	23.63
OXYGEN SERVICE COMPANY, INC	W0317409F	06/19/2013	0317409-1	101.42.4000.421.50020	4.89
PAPCO, INC.	78454	06/19/2013	CIT012	101.44.6000.451.60011	323.24
PAPCO, INC.	78454-1	06/19/2013	CIT0012	101.44.6000.451.60011	523.69
PERA	INV0020476	06/14/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,406.84
PERA	INV0020478	06/14/2013	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	15,042.30
PERA	INV0020479	06/14/2013	PERA COORDINATED PLAN	101.203.2030600	15,042.30
PERA	INV0020480	06/14/2013	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	57.69
PERA	INV0020481	06/14/2013	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0020482	06/14/2013	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	16,539.41
PERA	INV0020483	06/14/2013	PERA POLICE & FIRE PLAN	101.203.2030600	11,026.23
PERA	INV0020498	06/14/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	1.77
PERA	INV0020499	06/14/2013	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	11.08
PERA	INV0020500	06/14/2013	PERA COORDINATED PLAN	101.203.2030600	11.08
PINKY'S SEWER SERVICE INC	6/3/13	06/19/2013	31254 RICH VALLEY PARK	101.44.6000.451.40040	1,250.00
PONTEM SOFTWARE BY RIA	40469	06/12/2013	INV01	101.41.1100.413.40044	792.00
PX PRODUCTS CO	6210	06/19/2013	5/30/13	101.44.6000.451.60016	309.51
REINDERS, INC.	3020202-00	06/12/2013	336292	101.44.6000.451.60030	693.46
SAFETY PULSE USA	SINV-121637	06/12/2013	000000550771	101.42.4000.421.60065	79.90
SENSIBLE LAND USE COALITION	6/26/13	06/19/2013	ATTENDEE-A. HUNTING & J. TEPPEN	101.41.1100.413.50080	38.00
SENSIBLE LAND USE COALITION	6/26/13	06/19/2013	ATTENDEE-A. HUNTING & J. TEPPEN	101.45.3200.419.50080	38.00
SOLBERG AGGREGATE CO	10222	06/12/2013	5/20/13	101.43.5200.443.60016	180.76
ST PAUL STAMP WORKS INC	281106	06/12/2013	5/24/13	101.42.4000.421.60065	25.17
T MOBILE	5/8/13 494910368	06/12/2013	494910368	101.43.5100.442.50020	99.98
TESSMAN COMPANY, THE	S177121-IN	06/19/2013	00-INV5001	101.44.6000.451.60030	188.12
THOMSON REUTER - WEST	827329779	06/19/2013	5/1/13-5/31/13 1000197212	101.42.4000.421.30700	140.90
TIMESAVER OFF SITE SECRETARIAL INC	M19811	06/12/2013	5/13/13 COUNCIL MEETING	101.41.1100.413.30700	277.20
TIMESAVER OFF SITE SECRETARIAL INC	M19834	06/12/2013	5/28/13 COUNCIL MEETING	101.41.1100.413.30700	144.00
TITAN MACHINERY	1035467-0001	06/19/2013	5875949	101.43.5200.443.40050	563.23
TOUGH CUT SERVICES	2564	06/19/2013	3968 72ND ST	101.45.3000.419.30700	48.21
TOUGH CUT SERVICES	2556	06/19/2013	6553 BARBARA AVE MOW	101.45.3000.419.30700	72.31
TUMBERG, DENNIS	4/20/13	06/12/2013	REIMBURSE-BOOT ALLOWANCE	101.43.5100.442.60045	54.45
TUMBERG, DENNIS	4/20/13	06/12/2013	REIMBURSE-BOOT ALLOWANCE	101.44.6000.451.60045	27.23
TWIN CITIES OCCUPATIONAL HEALTH PC	102062787	06/12/2013	N26-1251001589	101.41.1100.413.30500	25.00
TWIN CITY SEED COMPANY	29917	06/12/2013	5/22/13	101.44.6000.451.60016	5,119.31
TYLER TECHNOLOGIES, INC	025-70017	06/12/2013	41443	101.41.2000.415.40044	349.21
UNIFIRST CORPORATION	090 0164167	06/19/2013	1051948	101.43.5200.443.60045	34.48
UNIFIRST CORPORATION	090 0164167	06/19/2013	1051948	101.44.6000.451.60045	34.28
UNIFIRST CORPORATION	090 0163372	06/12/2013	1051948	101.43.5200.443.60045	23.77
UNIFIRST CORPORATION	090 0163372	06/12/2013	1051948	101.44.6000.451.60045	34.28
UNITED WAY	INV0020493	06/14/2013	UNITED WAY	101.203.2031300	105.00
UNIVERSITY NATIONAL BANK	INV0020477	06/14/2013	STEVE HER FILE #62-CV-07-3401	101.203.2031900	493.13
VERSA-LOK	7285240	06/12/2013	6514502500	101.43.5200.443.60016	601.33
WACONIA FARM SUPPLY	77191	06/12/2013	30035	101.44.6000.451.60040	96.16
WAGNER'S SOD CO, INC	13-1655	06/12/2013	6/4/13	101.43.5200.443.60016	48.00
XCEL ENERGY	369740128	06/12/2013	51-9359857-3	101.43.5400.445.40020	280.97
XCEL ENERGY	369866321	06/12/2013	51-7094669-1	101.43.5400.445.40020	36.97
XCEL ENERGY	370921677	06/19/2013	51	101.43.5400.445.40020	68.87
XCEL ENERGY	371054058	06/19/2013	51-6431857-4	101.42.4200.423.40010	429.28
XCEL ENERGY	371054058	06/19/2013	51-6431857-4	101.42.4200.423.40020	1,628.32
Fund: 101 - GENERAL FUND					313,198.62
ENDORSE COMMUNICATIONS LLC	338	06/19/2013	ANNUAL HOSTING	201.44.1600.465.30700	275.00
RIVER HEIGHTS CHAMBER OF COMMERCE	3508	06/12/2013	MAY 2013	201.44.1600.465.30700	1,666.65
RIVER HEIGHTS CHAMBER OF COMMERCE	3508	06/12/2013	MAY 2013	201.44.1600.465.40065	200.00
Fund: 201 - C.V.B. FUND					2,141.65
ALL GOALS, INC.	10435	06/19/2013	55077-3	204.44.6100.452.70600	2,500.00
ALPHABITS BAND	6/6/13	06/12/2013	CONCERT PERFORMANCE 8/13/13	204.44.6100.452.30700	175.00
BALDINGER, WENDY	7/16/13	06/12/2013	CONCERT PERFORMANCE 7/16/13	204.44.6100.452.30700	235.00
BUDGET SIGN AND GRAPHICS	55671	06/12/2013	6/3/13	204.44.6100.452.60009	256.36
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	204.44.6100.452.30700	271.74
GRASZ, DANIEL	PR 6/14/13	06/19/2013	ACH RTN PR 06/14/13	204.44.6100.452.10300	350.16
IGH SENIOR CLUB	6/6/13	06/12/2013	MAY 2013 MEMBERSHIPS/LUNCH	204.227.2271000	528.00
IGH/SSP COMMUNITY EDUCATION	6/6/13	06/12/2013	SCOOP MAY 2013/TRIP	204.227.2271000	890.00
ITL PATCH COMPANY, INC.	31343	06/12/2013	2013 SAFETY CAMP	204.44.6100.452.60009	337.67
KROOG, RACHAEL	6/6/13	06/19/2013	CONCERT PERFORMANCE 6/18/13	204.44.6100.452.30700	300.00
LYNN & ASSOCIATES	6/1/13	06/12/2013	TEAM BUILDING	204.44.6100.452.30700	600.00
OFFICE DEPOT	5/17/13 6011 5685 1008 8883	06/12/2013	6011 5685 1008 8883	204.44.6100.452.60010	6.82
O'ROURKE, MIKE	6/5/13	06/19/2013	REFUND-LOW ENROLLMENT	204.44.0000.3470000	65.00
TAHO SPORTSWEAR	13TF1119	06/19/2013	6/11/13	204.44.6100.452.60045	1,200.00
TAHO SPORTSWEAR	13TF0831	06/19/2013	6/3/13	204.44.6100.452.60045	417.25
Fund: 204 - RECREATION FUND					8,133.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDUMATID, ANAB	6/10/13	06/19/2013	REFUND-SCHEDULE CONFLICT	205.44.0000.3493501	34.00
ACE PAINT & HARDWARE	515938/5	06/12/2013	5/29/13	205.44.6200.453.60012	11.37
ACE PAINT & HARDWARE	515938/5	06/12/2013	5/29/13	205.44.6200.453.60012	11.38
ACE PAINT & HARDWARE	516038/5	06/19/2013	6/5/13	205.44.6200.453.60016	22.45
BUDGET SIGN AND GRAPHICS	55671	06/12/2013	6/3/13	205.44.6200.453.60040	200.00
BURROWS REFRIGERATION	110069	06/12/2013	5/6/13	205.44.6200.453.40042	358.98
CULLIGAN	5/31/13 157-01143890-8	06/12/2013	157-01143890-8	205.44.6200.453.60016	175.17
CULLIGAN	5/31/13 157-01143890-8	06/12/2013	157-01143890-8	205.44.6200.453.60016	700.67
DISCOUNT SCHOOL SUPPLY	D17597550001	06/19/2013	0008009003	205.44.6200.453.60065	362.66
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	205.44.6200.453.30700	271.74
ELIFEGUARD, INC.	41788 B	06/12/2013	REMAINING BALANCE	205.44.6200.453.60065	225.08
FIRST IMPRESSION GROUP, THE	53114	06/19/2013	3022	205.44.6200.453.50030	625.22
GARTNER REFRIGERATION & MFG, INC	14194	06/19/2013	VETE01	205.44.6200.453.40040	1,897.00
GLEWWE DOORS	165616	06/12/2013	5/22/13	205.44.6200.453.40040	530.00
GLEWWE DOORS	165706	06/19/2013	5/28/13	205.44.6200.453.60016	293.00
GLEWWE DOORS	165706	06/19/2013	5/28/13	205.44.6200.453.60016	293.00
GOPHER BEARING	5257213	06/12/2013	0782358	205.44.6200.453.40040	196.00
GRAINGER	9158443094	06/19/2013	806460150	205.44.6200.453.60016	29.98
GRAINGER	9158443102	06/19/2013	806460150	205.44.6200.453.60016	59.96
HAWKINS, INC.	3470076	06/12/2013	108815	205.44.6200.453.60016	1,150.97
KANE, LILY	PR 6/14/13	06/19/2013	ACH RTN PR 6/14/13	205.44.6200.453.10300	64.76
LYNN & ASSOCIATES	6/1/13	06/12/2013	TEAM BUILDING	205.44.6200.453.30700	720.00
MENARDS - WEST ST. PAUL	25172	06/12/2013	30170270	205.44.6200.453.60040	112.46
MENARDS - WEST ST. PAUL	25191	06/12/2013	30170270	205.44.6200.453.60040	108.17
MN PREMIER PUBLICATIONS	142993	06/12/2013	11211	205.44.6200.453.50025	448.00
MONEY MAILER OF THE TWIN CITIES	8073	06/19/2013	5/28/13	205.44.6200.453.50025	420.00
MRPA	7772	06/12/2013	SUMMER LEADERSHIP WORKSHOP	205.44.6200.453.50080	30.00
OFFICE DEPOT	5/17/13 6011 5685 1008 8883	06/12/2013	6011 5685 1008 8883	205.44.6200.453.60065	5.35
OXFORD, KATHRINE	6/4/13	06/12/2013	REIMBURSE-NOT ATTENDING WEEK ONE	205.44.0000.3496000	175.00
PIONEER PRESS	0413414398	06/12/2013	4/1/13-4/30/13 414398	205.44.6200.453.50025	900.00
PUSH PEDAL PULL	94351	06/12/2013	3603615	205.44.6200.453.40042	87.41
S & S WORLDWIDE	7727607	06/19/2013	11238381	205.44.6200.453.60065	142.39
SCHINDLER ELEVATOR CORPORATION	8103482909	06/12/2013	1077364	205.44.6200.453.40040	270.96
SPRUNG SERVICES	62840	06/19/2013	6/5/13	205.44.6200.453.40040	679.00
TOTAL CONSTRUCTION & EQUIP.	57252	06/12/2013	CIT001	205.44.6200.453.40040	565.74
TRIDISTRICT COMMUNITY ED	2012-2013 BUTTONS	06/12/2013	2012-2013 WALKING BUTTONS	205.44.6200.453.70600	60.00
UNITED REFRIGERATION, INC.	38567622-00	06/12/2013	1034925	205.44.6200.453.60016	26.95
VANCO SERVICES LLC	0000575185	06/12/2013	MAY 2013	205.44.6200.453.70600	58.25
XCEL ENERGY	370896030	06/19/2013	51-6867948-7	205.44.6200.453.40010	1,663.53
XCEL ENERGY	370896030	06/19/2013	51-6867948-7	205.44.6200.453.40010	5,562.56
XCEL ENERGY	370896030	06/19/2013	51-6867948-7	205.44.6200.453.40020	9,690.87
XCEL ENERGY	370896030	06/19/2013	51-6867948-7	205.44.6200.453.40020	14,635.97
Fund: 205 - COMMUNITY CENTER					43,876.00
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	290.45.3000.419.30700	271.74
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	290.45.3000.419.30420	80.00
Fund: 290 - EDA					351.74
METROPOLITAN COUNCIL ENVIRON SRVCS	MAY 2013	06/12/2013	SAC MAY 2013	404.217.2170000	24,350.00
Fund: 404 - SEWER CONNECTION FUND					24,350.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	421.72.5900.721.30420	368.00
Fund: 421 - 2001 IMPROVEMENT FUND					368.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	425.72.5900.725.30420	2,199.34
Fund: 425 - 2005 IMPROVEMENT FUND					2,199.34
EMMONS & OLIVIER RESOURCES	00095-0005-2	06/12/2013	00095-0027	431.73.5900.731.30300	13,576.25
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	431.73.5900.731.30420	216.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	431.73.5900.731.30420	8.50
LILLIE SUBURBAN NEWSPAPERS	4/30/13 001363	06/12/2013	001363	431.73.5900.731.50025	88.43
Fund: 431 - 2011 IMPROVEMENT FUND					13,889.18
AMERICAN ENGINEERING TESTING, INC.	58078	06/12/2013	inv001	440.74.5900.740.30340	592.20
BOLTON & MENK, INC.	0155063	06/12/2013	T18.103889	440.74.5900.740.30300	4,852.00
BOLTON & MENK, INC.	0155799	06/12/2013	T18.103889	440.74.5900.740.30300	340.00
FRIEDGES CONTRACTING INC.	PAY VO. NO. 8	06/19/2013	CITY PROJECT NO. 2012-09D	440.74.5900.740.80300	430,964.03
KIMLEY-HORN & ASSOCIATES, INC.	5134105	06/12/2013	160509108.3	440.74.5900.740.30300	2,269.72
LILLIE SUBURBAN NEWSPAPERS	4/30/13 001363	06/12/2013	001363	440.74.5900.740.50025	115.65
MPCA	7700006110	06/12/2013	VP1223 MONTHLY FEE	440.74.5900.740.30700	1,187.50
Fund: 440 - PAVEMENT MANAGEMENT PROJ					440,321.10
WSB & ASSOCIATES, INC.	5/28/13 8	06/12/2013	02108-000	446.74.5900.746.30300	79.00
Fund: 446 - NW AREA					79.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	515794/5	06/12/2013	5/16/13	501.50.7100.512.60016	13.34
ACE PAINT & HARDWARE	516063/5	06/12/2013	6/6/13	501.50.7100.512.60016	29.90
AMERICAN WATER WORKS ASSN	7000656386 RENEWAL	06/12/2013	00454248 8/1/13-7/31/14 MEMBERSHIP DUES	501.50.7100.512.50070	179.00
CITY OF BLOOMINGTON	5/1/13-5/31/13	06/12/2013	5/1/13-5/31/13	501.50.7100.512.30700	420.00
DAKOTA CTY PERMITS OFFICE	2118	06/12/2013	DANIEL HELLING	501.50.7100.512.40046	250.00
DANNER LANDSCAPING	9947	06/12/2013	5/22/13	501.50.7100.512.60016	18.17
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	501.50.7100.512.30700	271.74
GOPHER STATE ONE-CALL	71922	06/12/2013	MN00435	501.50.7100.512.30700	962.90
GRAINGER	9164772213	06/19/2013	806460150	501.50.7100.512.40040	65.95
GRAINGER	9164520232	06/19/2013	806460150	501.50.7100.512.40040	(56.49)
GRAINGER	9157910341	06/12/2013	806460150	501.50.7100.512.40040	137.47
GRAINGER	9158695404	06/19/2013	806460150	501.50.7100.512.40043	421.36
HAWKINS, INC.	3473867	06/12/2013	123650	501.50.7100.512.60019	569.00
HD SUPPLY WATERWORKS LTD	B011670	06/12/2013	099872	501.50.7100.512.40043	449.99
JB CONTROLS, INC.	8064	06/12/2013	5/30/13	501.50.7100.512.40040	410.08
KAMISH EXCAVATING	6/6/13	06/19/2013	#1302 HYDRANT PERMIT REFUND	501.207.2070300	(5.34)
KAMISH EXCAVATING	6/6/13	06/19/2013	#1302 HYDRANT PERMIT REFUND	501.50.000.3813000	(75.00)
LAKELAND ENGINEERING EQUIPMENT CO.	12262835-01	06/12/2013	LINV01	501.50.7100.512.40040	549.68
MN DEPT OF HEALTH	4/1/13-6/30/13	06/12/2013	4/1/13-6/30/13 1190014 INVER GROVE HEIGHTS	501.207.2070100	11,786.00
MN PIPE & EQUIPMENT	0298507	06/12/2013	2195	501.50.7100.512.40043	265.86
MTI DISTRIBUTING CO	905599-00	06/19/2013	91180	501.50.7100.512.60016	231.99
NYSTROM INC	607054	06/12/2013	23652	501.50.7100.512.40042	733.81
RY-MAK PLUMBING & HEATING, INC	6/6/13	06/12/2013	6/6/13	501.50.7100.512.40040	105.00
TUMBERG, DENNIS	4/20/13	06/12/2013	REIMBURSE-BOOT ALLOWANCE	501.50.7100.512.60045	83.32
UPS	0000V4650V213	06/12/2013	V4650V	501.50.7100.512.60016	20.03
WALKER LAWN CARE, INC.	3587	06/12/2013	5/31/13	501.50.7100.512.60016	1,532.59
WALKER LAWN CARE, INC.	3751	06/19/2013	BRENT AVE	501.50.7100.512.60016	1,115.00
XCEL ENERGY	371049275	06/12/2013	51-6098709-7	501.50.7100.512.40010	618.05
XCEL ENERGY	371049275	06/12/2013	51-6098709-7	501.50.7100.512.40020	11,354.34
Fund: 501 - WATER UTILITY FUND					32,457.74
AUTOMATIC SYSTEMS CO.	262435	06/19/2013	INVE01	502.51.7200.514.40042	602.30
DAKOTA CTY TREASURER	MAY 2013	06/12/2013	MAY 2013	502.207.2070100	200.00
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	502.51.7200.514.30700	271.74
METROPOLITAN COUNCIL	0001019015	06/12/2013	5084	502.51.7200.514.40015	128,384.95
XCEL ENERGY	371049275	06/12/2013	51-6098709-7	502.51.7200.514.40020	1,186.85
Fund: 502 - SEWER UTILITY FUND					130,645.84
ACE PAINT & HARDWARE	515960/5	06/12/2013	5/30/13	503.52.8600.527.40042	18.72
ACE PAINT & HARDWARE	516048/5	06/12/2013	6/5/13	503.52.8600.527.40040	8.54
ALE TRAINING - GISSELMAN HOSPITALITY CONSULT	309	06/12/2013	ALCOHOL LIABILITY TRAINING	503.52.8300.524.50070	275.00
ALL STAR PRO GOLF, INC.	INV0020414	06/12/2013	210365	503.52.8000.521.60065	717.50
ALL STAR PRO GOLF, INC.	INV0020414	06/12/2013	210365	503.52.8200.523.76400	364.96
ARCTIC GLACIER, INC.	462315103	06/12/2013	1726134	503.52.8300.524.60065	97.60
ARCTIC GLACIER, INC.	387315811	06/12/2013	1726134	503.52.8300.524.60065	191.44
COVERALL OF THE TWIN CITIES INC	7070190315	06/12/2013	707-2469	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	5/29/13 201360-5	06/12/2013	201360-5	503.52.8600.527.40020	259.50
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	503.52.8500.521.30700	271.74
G & K SERVICES	1182547500	06/12/2013	17194	503.52.8600.527.60045	90.36
GARY'S PEST CONTROL	48640	06/12/2013	6/8/13	503.52.8500.526.40040	69.64
GRANDMA'S BAKERY	349594	06/12/2013	24400	503.52.8300.524.76050	22.37
GRANDMA'S BAKERY	58458	06/12/2013	24400	503.52.8300.524.76050	(1.18)
GRANDMA'S BAKERY	349596	06/12/2013	24400	503.52.8300.524.76050	42.04
GRANDMA'S BAKERY	349878	06/12/2013	24400	503.52.8300.524.76050	32.51
GRANDMA'S BAKERY	350167	06/12/2013	24400	503.52.8300.524.76050	32.47
HEGGIES PIZZA	1059829	06/12/2013	1708	503.52.8300.524.76050	101.10
M. AMUNDSON LLP	153429	06/12/2013	902858	503.52.8300.524.76050	176.40
MN GOLF ASSOCIATION, INC.	45-0413-05 5/20/13	06/12/2013	45-0413-05	503.52.8000.521.70250	1,716.00
MN GOLF ASSOCIATION, INC.	45-0413-05 5/20/13	06/12/2013	45-0413-05	503.52.8000.521.70250	2,288.00
MN GOLF ASSOCIATION, INC.	45-0413-05 5/20/13	06/12/2013	45-0413-05	503.52.8000.521.70250	88.00
REINDERS, INC.	3020198-00	06/12/2013	326799	503.52.8600.527.60030	1,915.20
REINDERS, INC.	3020396-00	06/12/2013	326799	503.52.8600.527.60035	593.07
SOUTH BAY DESIGN	060113	06/12/2013	MONTHLY SITE UPDATES 6/1/13	503.52.8500.526.50025	78.00
Fund: 503 - INVER WOOD GOLF COURSE					10,573.79
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	602.00.2100.415.30700	271.74
KENNEDY & GRAVEN	5/17/13 114111	06/12/2013	NV125-00045	602.00.2100.415.30420	531.06
LEAGUE OF MN CITIES INS TRUST	C0020422	06/12/2013	RUETER, JEFFREY	602.00.2100.415.70200	8,091.67
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	602.00.2100.415.30430	19.00
Fund: 602 - RISK MANAGEMENT					8,913.47

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	515955/5	06/12/2013	5/30/13	603.00.5300.444.40041	10.47
ACE PAINT & HARDWARE	515956/5	06/12/2013	5/30/13	603.00.5300.444.40041	5.09
ACE PAINT & HARDWARE	515980/5	06/12/2013	5/31/13	603.00.5300.444.60012	10.90
ARROW MOWER, INC.	20974	06/19/2013	5297	603.00.5300.444.40041	48.68
BOYER TRUCKS - PARTS DISTRIBUTION	751184	06/19/2013	C20394	603.00.5300.444.40041	2,053.67
BOYER TRUCKS - PARTS DISTRIBUTION	CM751184	06/19/2013	C20394	603.00.5300.444.40041	(1,077.75)
CARQUEST OF MSP-ROSEMOUNT	1596-195980	06/12/2013	614420	603.00.5300.444.40041	(15.03)
CARQUEST OF MSP-ROSEMOUNT	1596-196049	06/12/2013	614420	603.00.5300.444.40041	10.68
CARQUEST OF MSP-ROSEMOUNT	1596-196071	06/12/2013	614420	603.00.5300.444.40041	23.11
CARQUEST OF MSP-ROSEMOUNT	1596-196090	06/12/2013	614420	603.00.5300.444.60012	58.27
CARQUEST OF MSP-ROSEMOUNT	1596-196169	06/12/2013	614420	603.140.1450050	40.98
CARQUEST OF MSP-ROSEMOUNT	1596-194969	06/19/2013	614420	603.00.5300.444.40041	5.19
CARQUEST OF MSP-ROSEMOUNT	1596-194969	06/19/2013	614420	603.140.1450050	23.98
CARQUEST OF MSP-ROSEMOUNT	1596-196640	06/19/2013	614420	603.00.5300.444.40041	37.60
CARQUEST OF MSP-ROSEMOUNT	1596-196640	06/19/2013	614420	603.140.1450050	9.99
CARQUEST OF MSP-ROSEMOUNT	1596-196674	06/19/2013	614420	603.140.1450050	13.87
CARQUEST OF MSP-ROSEMOUNT	1596-196726	06/19/2013	614420	603.00.5300.444.60012	14.25
CARQUEST OF MSP-ROSEMOUNT	1596-196752	06/19/2013	614420	603.00.5300.444.60040	535.55
CARQUEST OF MSP-ROSEMOUNT	1596-196178	06/12/2013	614420	603.140.1450050	(1.24)
CARQUEST OF MSP-ROSEMOUNT	1596-196315	06/12/2013	614420	603.00.5300.444.40041	(181.33)
CARQUEST OF MSP-ROSEMOUNT	1596-196388	06/12/2013	614420	603.140.1450050	107.93
CENTENNIAL GLASS	W00003537	06/12/2013	IGH	603.00.5300.444.40041	282.74
COMO LUBE & SUPPLIES	288217	06/19/2013	100395	603.00.5300.444.40025	279.97
DAKOTA CTY TECH COLLEGE	00108504	06/12/2013	00126219	603.00.5300.444.50080	90.00
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	603.00.5300.444.30700	271.74
FACTORY MOTOR PARTS COMPANY	54449967	06/12/2013	501278	603.00.5300.444.40041	63.95
FACTORY MOTOR PARTS COMPANY	1-4189383	06/12/2013	10799	603.00.5300.444.40041	(16.03)
FACTORY MOTOR PARTS COMPANY	1-4189383	06/12/2013	10799	603.140.1450050	83.96
FACTORY MOTOR PARTS COMPANY	1-4189880	06/12/2013	10799	603.00.5300.444.40041	122.39
FACTORY MOTOR PARTS COMPANY	1-4191118	06/12/2013	10799	603.00.5300.444.40041	102.12
FLEETPRIDE	54627632	06/19/2013	6/10/13	603.00.5300.444.40041	128.39
FLEETPRIDE	54635720	06/19/2013	6/10/13	603.00.5300.444.40041	477.07
FLEETPRIDE	54654678	06/19/2013	6/11/13	603.00.5300.444.40041	163.81
HANCO CORPORATION	672718	06/12/2013	332660	603.00.5300.444.40041	969.19
HOSE / CONVEYORS INC	00036688	06/12/2013	CIT300	603.00.5300.444.40041	9.83
HOSE / CONVEYORS INC	00036742	06/12/2013	CIT300	603.00.5300.444.40040	154.65
INTERSTATE POWERSYSTEMS	R001077174:01	06/12/2013	13468	603.00.5300.444.40041	1,529.19
INVER GROVE FORD	5115254	06/12/2013	5/29/13	603.00.5300.444.40041	282.50
INVER GROVE FORD	5115259	06/12/2013	5/29/13	603.00.5300.444.40041	(80.35)
INVER GROVE FORD	5115785	06/12/2013	6/5/13	603.00.5300.444.40041	193.47
I-STATE TRUCK CENTER	C242258453:01	06/12/2013	13468	603.00.5300.444.40041	106.77
I-STATE TRUCK CENTER	C242259646:01	06/19/2013	13468	603.00.5300.444.40041	383.09
I-STATE TRUCK CENTER	C2422592B1:01	06/12/2013	13468	603.00.5300.444.40041	366.37
I-STATE TRUCK CENTER	C242259302:01	06/12/2013	13468	603.00.5300.444.40041	(122.91)
KIMBALL MIDWEST	2989909	06/12/2013	222006	603.00.5300.444.60012	361.21
LARSON COMPANIES	B-231560372	06/12/2013	14649	603.140.1450050	86.47
METROMATS	6146	06/12/2013	5/16/13	603.00.5300.444.40065	41.15
METROMATS	5989	06/12/2013	5/2/13	603.00.5300.444.40065	41.15
METROMATS	6304	06/12/2013	5/30/13	603.00.5300.444.40065	41.15
MTI DISTRIBUTING CO	902885-00	06/12/2013	91180	603.00.5300.444.40041	975.18
MTI DISTRIBUTING CO	903399-00	06/12/2013	91180	603.00.5300.444.40041	124.17
MTI DISTRIBUTING CO	903758-00	06/12/2013	91180	603.00.5300.444.40041	146.14
MTI DISTRIBUTING CO	903783-00	06/12/2013	91180	603.00.5300.444.40041	174.07
NORTHLAND CHEMICAL CORP	5049657	06/12/2013	1045853	603.00.5300.444.60012	121.77
SHERWIN-WILLIAMS	5950-8	06/12/2013	6682-5453-5	603.00.5300.444.40040	111.12
SHERWIN-WILLIAMS	6035-7	06/12/2013	6682-5453-5	603.00.5300.444.40040	186.34
SHERWIN-WILLIAMS	6292-4	06/12/2013	6682-5453-5	603.00.5300.444.40040	7.15
SPS COMPANIES, INC.	52731749.001	06/12/2013	3917	603.00.5300.444.40040	738.16
TITAN MACHINERY	51513	06/12/2013	5/15/13	603.00.5300.444.40042	694.69
UNIFIRST CORPORATION	090 0164167	06/19/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0164167	06/19/2013	1051948	603.00.5300.444.60045	30.64
UNIFIRST CORPORATION	090 0163372	06/12/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0163372	06/12/2013	1051948	603.00.5300.444.60045	39.21
VARITECH INDUSTRIES, INC.	IN060-1000012	06/19/2013	17721	603.00.5300.444.80800	12,216.71
YOCUM OIL COMPANY, INC.	559573	06/19/2013	502860	603.140.1450060	13,431.88
YOCUM OIL COMPANY, INC.	559576	06/19/2013	502860	603.140.1450060	6,232.00
ZIEGLER INC	SW050200351	06/12/2013	4069900	603.00.5300.444.40041	780.19

Fund: 603 - CENTRAL EQUIPMENT 44,304.36

COORDINATED BUSINESS SYSTEMS, LTD	229760137	06/12/2013	923425	604.00.2200.416.40050	218.71
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	604.00.2200.416.30700	271.74
OFFICE DEPOT	5/17/13 6011 5685 1008 8883	06/12/2013	6011 5685 1008 8883	604.00.2200.416.60010	81.56
US BANCORP EQUIPMENT FINANCE, INC.	229759410	06/12/2013	923425	604.00.2200.416.40050	4,338.41

Fund: 604 - CENTRAL STORES 4,910.42

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CULLIGAN	5/31/13 157-98503022-8	06/12/2013	157-9850303022-8	605.00.7500.460.60011	39.00
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	605.00.7500.460.30700	271.74
HUEBSCH SERVICES	3077573	06/12/2013	100075	605.00.7500.460.40065	115.01
LONE OAK COMPANIES	59328	06/12/2013	MAY UTILITY BILLING	605.00.7500.460.50035	528.76
MINNESOTA ELEVATOR, INC	279443	06/12/2013	5395	605.00.7500.460.40040	226.00
NELCOM CORP	28838	06/12/2013	5/8/13	605.00.7500.460.40040	385.00
SAM'S CLUB	5/23/13 7715 0900 6358 0633	06/12/2013	7715 0900 6358 0633	605.00.7500.460.60011	85.72
USA MOBILITY WIRELESS INC	W0317493F	06/12/2013	0317493-5	605.00.7500.460.40065	4.89
ZEE MEDICAL SERVICE	54182303	06/12/2013	4/5/13	605.00.7500.460.60065	102.86
Fund: 605 - CITY FACILITIES					1,758.98
CDW GOVERNMENT INC	CB04089	06/19/2013	2394832	606.00.1400.413.60041	2,716.43
DELL MARKETING	XI583NFR1	06/19/2013	019368783	606.00.1400.413.60041	160.68
EHLERS AND ASSOCIATES, INC.	346328	06/19/2013	6/10/13	606.00.1400.413.30700	271.74
IDEAL SYSTEM SOLUTIONS, INC.	ISSQ5834	06/19/2013	5/17/13	606.00.1400.413.50070	2,160.00
INTEGRA TELECOM	10935184	06/12/2013	887115	606.00.1400.413.50020	1,037.74
US INTERNET	1020658	06/19/2013	6/10/13-7/9/13	606.00.1400.413.30700	220.00
WORKS COMPUTING, INC.	20111	06/19/2013	INVER	606.00.1400.413.30700	1,123.31
WORKS COMPUTING, INC.	20112	06/19/2013	INVER	606.00.1400.413.30700	1,150.00
Fund: 606 - TECHNOLOGY FUND					8,839.90
CDW GOVERNMENT INC	BZ292437	06/19/2013	2394832	702.229.2291000	2,716.43
CULLIGAN	5/31/13 157-98473242-8	06/12/2013	157-98473242-8	702.229.2286300	91.26
HENNEPIN COUNTY DISTRICT COURT	13404545	06/19/2013	SAMUEL ROBERT BIRD	702.229.2291000	50.00
KAMISH EXCAVATING	6/6/13	06/19/2013	#1302 HYDRANT PERMIT REFUND	702.229.2294300	1,000.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	702.229.2291000	508.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	702.229.2291000	64.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	702.229.2291000	64.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	702.229.2293201	99.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	702.229.2293701	779.60
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	702.229.2295501	134.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	702.229.2295801	259.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	702.229.2295901	2,040.00
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	702.229.2296001	678.80
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	702.229.2296101	361.20
LEVANDER, GILLEN & MILLER P.A.	5/31/13 81000E	06/19/2013	81000E	702.229.2296201	11.00
LILLIE SUBURBAN NEWSPAPERS	4/30/13 001363	06/12/2013	001363	702.229.2296001	22.93
Fund: 702 - ESCROW FUND					8,879.22
Grand Total					1,100,191.35

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 8 for City Project No. 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court

Meeting Date: June 24, 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

DK

SDT SB

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 8 for City Project No. 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court.

SUMMARY

The improvements were ordered as part of the 2012 Pavement Management Program. The contract was awarded in the amount of \$4,715,686.33 to Friedges Contracting Co., LLC, on May 14, 2012 for City Project No. 2012-09D 65th Street Neighborhood and Cahill Court.

I recommend approval of Payment Voucher No. 8 in the amount of \$430,964.03 for work on City Project No. 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court.

TJK/kf

Attachments: Pay Voucher No. 8

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

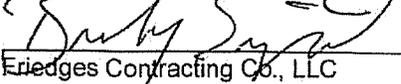
ESTIMATE NO: 8 (Eight)
DATE: June 14, 2013
PERIOD ENDING: May 31, 2013
CONTRACT: 2012 Pavement Management Program
PROJECT NO: 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court

TO: Friedges Contracting Co., LLC.
21980 Kenrick Ave.
Lakeville, MN 55044

Original Contract Amount.....\$4,715,686.33
Total Addition.....\$120,126.34
Total Deduction.....\$0.00
Total Contract Amount.....\$4,835,812.67
Total Value of Work to Date.....\$3,826,082.72
Less Retained (5%).....\$191,304.14
Less Previous Payment.....\$3,203,814.55
Total Approved for Payment this Voucher.....\$430,964.03
Total Payments including this Voucher.....\$3,634,778.58

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through May 31, 2013.

Signed by:  June 14, 2013
Thomas J. Kaldunski, City Engineer
Signed by:  6/14/13
Friedges Contracting Co., LLC Date
Signed by: _____ June 24, 2013
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading and Drainage Easement Agreements for Part of Lots 24, 25, and 26, Oakland Park, 4916 Boyd Avenue

Meeting Date: June 24, 2013
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works Director

TJK
 ST

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

PURPOSE/ACTION REQUESTED

Approve a Custom Grading and Drainage Easement Agreements for a new home to be built at 4916 Boyd Avenue.

SUMMARY

The owners of 4916 Boyd Avenue are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owner, Eternity Homes, has provided the required Grading and Erosion Control Plans. They have also signed the Custom Grading Agreement (attached) which spells out the conditions to be met. They have provided a \$10,000 Letter of Credit to ensure compliance. An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owners have applied for a building permit and received approval.

In addition, there is a back yard drainage swale that was identified on the east side of the property. A 10-foot wide drainage easement was requested to cover the swale. A signed drainage easement (attached) is included for the property.

It is recommended that the City Council approve the Custom Grading Agreement and Drainage Easement Agreement for 4916 Boyd Avenue. The owners have provided surety and escrows.

TJK/jds
 Attachments: Custom Grading Agreement
 Drainage Easement Agreement

CUSTOM GRADING AGREEMENT
FOR
4916 BOYD AVENUE
INVER GROVE HEIGHTS, MINNESOTA
PART OF LOTS 24, 25 AND 26, OAKLAND PARK
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 24th day of June, 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 Eternity Homes, LLC, a Minnesota limited liability company.

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

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

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

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

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

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

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

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

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

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

1.12 **PRIOR EASEMENT HOLDERS.** "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred 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: Eternity Homes, LLC
425 3rd Street
Farmington, MN 55024

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 Twenty-four (24) in Oakland Park, except the South 20.00 feet (Abstract)

AND

Lots Twenty-five (25) and Twenty-six (26) Except that lying northerly of the South 10.00 feet thereof in Oakland Park (Torrens), 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.

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

- a.) breach by the Owner of the Owner Warranties;
- b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) failure by the Owner to pay contractors, subcontractors, laborers, or 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 \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

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

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

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

11.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms

and conditions of this recordable Custom Grading Agreement shall run with the 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 24th day of June, 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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

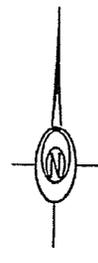
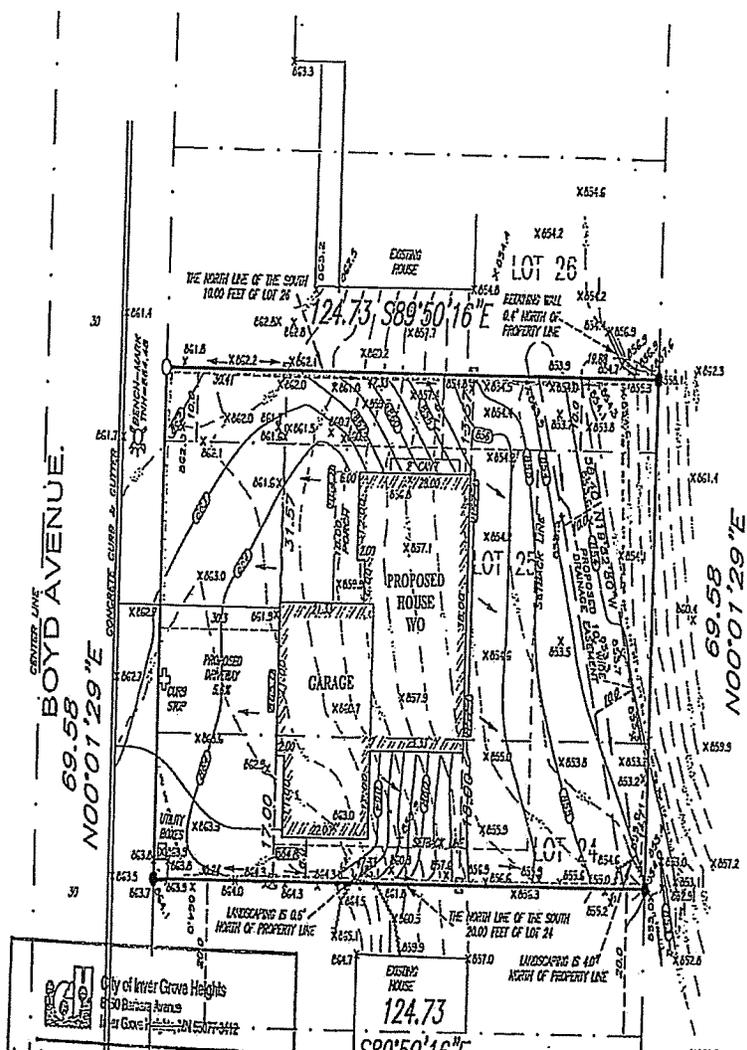
<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Certificate of Survey	6/10/13	Bohlen Surveying & Associates

*Approved by the City Engineer on June 12, 2013. The Development Plans approved by the City Engineer are attached to and hereby made a part of this Appendix 1.

ADDRESS: 4916 BOYD AVENUE

LOT AREA = 8,678 SF
HOUSE AREA = 1,705 SF

CERTIFICATE OF SURVEY
FOR
ETERNITY HOMES, LLC



- \circ DENOTES SET IRON PIPE MONUMENT
- \bullet DENOTES FOUND IRON PIPE MONUMENT
- \leftarrow DENOTES PROPOSED DRAINAGE DIRECTION
- \oplus DENOTES SERVICE LOCATION
- \square DENOTES WOOD HUB
- 000.0 DENOTES EXISTING ELEVATION
- \square DENOTES PROPOSED ELEVATION
- HE=000.0 DENOTES HUB ELEVATION
- DENOTES PROPOSED SET FENCE
- - - - - DENOTES EXISTING CONTOUR
- DENOTES PROPOSED CONTOUR

SETBACK INFORMATION:
FRONT = 30'
SIDE = 10' HOUSE - 5' GARAGE
REAR = 30'

NOTE: ALL BUILDING DIMENSIONS ARE SHOWN TO OUTSIDE OF FOUNDATION WALL

NOTE:
VERTICAL DIFFERENCE BETWEEN PROPOSED GARAGE FLOOR & TOP OF CURB AT CENTER OF DRIVEWAY = 2.3'
PROPOSED TOP OF WALL ELEV. = 865.3
PROPOSED GARAGE FLOOR ELEV. = 865.0
PROPOSED BASEMENT FLOOR ELEV. = 857.6

PROPOSED EASEMENT DESCRIPTION

A 144 FOOT WIDE EASEMENT FOR DRAINAGE PURPOSES OVER AND ACROSS THAT PART OF THE FOLLOWING DESCRIBED PROPERTY:
LOT TWENTY-FOUR (24) IN OAKLAND PARK, EXCEPT THE SOUTH 144 FEET (ABSTRACT) AND
LOTS TWENTY-FIVE (25) AND TWENTY-SIX (26) EXCEPT THAT LYING NORTHERLY OF THE SOUTH (10) FEET THEREOF IN OAKLAND PARK (TORRENS), CITY OF RIVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA, THE NORTHEASTERLY LINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE $16^\circ 41' 29'' E$, ALONG THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY A DISTANCE OF 144 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE $N 17^\circ 35' 14'' W$, A DISTANCE OF 38.0 FEET TO THE NORTH LINE OF THE ABOVE DESCRIBED PROPERTY AND THERE TERMINATING.
THE SOUTHWESTERLY LINE OF SAID EASEMENT IS TO BE LENGTHENED TO INTERSECT THE NORTH AND SOUTH LINES OF THE ABOVE DESCRIBED PROPERTY.

PROPERTY DESCRIPTION

LOT TWENTY-FOUR (24) IN OAKLAND PARK, EXCEPT THE SOUTH 21.66 FEET (ABSTRACT) AND
LOTS TWENTY-FIVE (25) AND TWENTY-SIX (26) EXCEPT THAT LYING NORTHERLY OF THE SOUTH (10) FEET THEREOF IN OAKLAND PARK (TORRENS), CITY OF RIVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

City of River Grove Heights
650 Bluff Avenue
River Grove, IL 60171-5077-3412

Approved for construction with the City of River Grove Heights. The City of River Grove Heights is responsible for all construction, and the City of River Grove Heights is responsible for all construction, and the City of River Grove Heights is responsible for all construction.

Approved for drainage or other easement as shown on the Certificate of Responsibility for complying with all requirements of the Ordinance.

APPROVED DISAPPROVED
 APPROVED AS NOTED REVISED AND RESUBMIT
 Date: 6/12/13 By: Thomas J. Cheara

Bohlen
Surveying & Associates

3142 Peage Avenue
Northfield, MN 55057

1584 Oak Road E.
Burnsville, MN 55337

Phone: (507) 645-3768
Fax: (507) 655-2259

DATE: 6-10-13
Thomas J. Cheara
THOMAS J. CHEARA, LAND SURVEYOR
MINNESOTA LICENSE NO. 46107

APPENDIX 2
IMPROVEMENTS

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

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

PERMANENT DRAINAGE EASEMENT

THIS PERMANENT DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 24th day of June, 2013, between Eternity Homes, LLC, a Minnesota limited liability company (hereinafter referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (the "Landowner Property").

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities, underground pipes, culverts, conduits, mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities, underground pipes, conduits, culverts, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

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

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of June, 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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot Twenty-four (24) in Oakland Park, except the South 20.00 feet (**Abstract**)

AND

Lots Twenty-five (25) and Twenty-six (26) Except that lying northerly of the South 10.00 feet thereof in Oakland Park (**Torrens**), Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon the following described property located in the City of Inver Grove Heights, Dakota County, Minnesota:

A 10.00 FOOT WIDE EASEMENT FOR DRAINAGE PURPOSES OVER AND ACROSS THAT PART OF THE FOLLOWING DESCRIBED PROPERTY:

LOT TWENTY-FOUR (24) IN OAKLAND PARK, EXCEPT THE SOUTH 20.00 FEET (ABSTRACT) AND LOTS TWENTY-FIVE (25) AND TWENTY-SIX (26) EXCEPT THAT LYING NORTHERLY OF THE SOUTH (10) FEET THEREOF IN OAKLAND PARK (TORRENS), CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA, THE NORTHEASTERLY LINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY, THENCE N 00°01'29" E, ALONG THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY A DISTANCE OF 14.71 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE N19°52'50" W, A DISTANCE OF 58.40 FEET TO THE NORTH LINE OF THE ABOVE DESCRIBED PROPERTY AND THERE TERMINATING. THE SOUTHWESTERLY LINE OF SAID EASEMENT IS TO BE LENGTHENED TO INTERSECT THE NORTH AND SOUTH LINES OF THE ABOVE DESCRIBED PROPERTY.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement for Lot 4, Block 1, Hatchard Estates, 9172 Dalton Court

Meeting Date: June 24, 2013
 Item Type: Consent DK
 Contact: Thomas J. Kaldunski, City Engineer
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works Director

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

PURPOSE/ACTION REQUESTED

Approve a Custom Grading Agreement for a new home to be built at 9172 Dalton Court.

SUMMARY

The owner of 9172 Dalton Court is affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owner, Shelley Tudino, has provided the required Grading and Erosion Control Plans. She also signed the Custom Grading Agreement (attached) which spells out the conditions to be met. She has provided a \$10,000 surety to ensure compliance. An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and received approval.

It is recommended that the City Council approve the Custom Grading Agreement for 9172 Dalton Court. The owner has provided surety and escrows.

TJK/jds
Attachments: Custom Grading Agreement

CUSTOM GRADING AGREEMENT
FOR
LOT 4, BLOCK 1, HATCHARD ESTATES (TORRENS)
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 24th day of June, 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 Shelley L. Tudino, a single person.

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

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

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

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

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

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

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

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

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

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

1.12 PRIOR EASEMENT HOLDERS. "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred 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:
Shelley L. Tudino
301 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 4, Block 1, Hatchard Estates, Dakota County, Minnesota (Torrens).

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.

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 Hatchard Estates 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

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

- a.) breach by the Owner of the Owner Warranties;
- b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) failure by the Owner to pay contractors, subcontractors, laborers, or 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 \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses,

staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

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

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

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

11.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the 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 or interpretation of any of its provisions.

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of June, 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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Lot Certificate	1/14/13*	Loucks Associates

*with revisions on 1/16/13, 5/10/13, 5/13/13 and 5/20/13

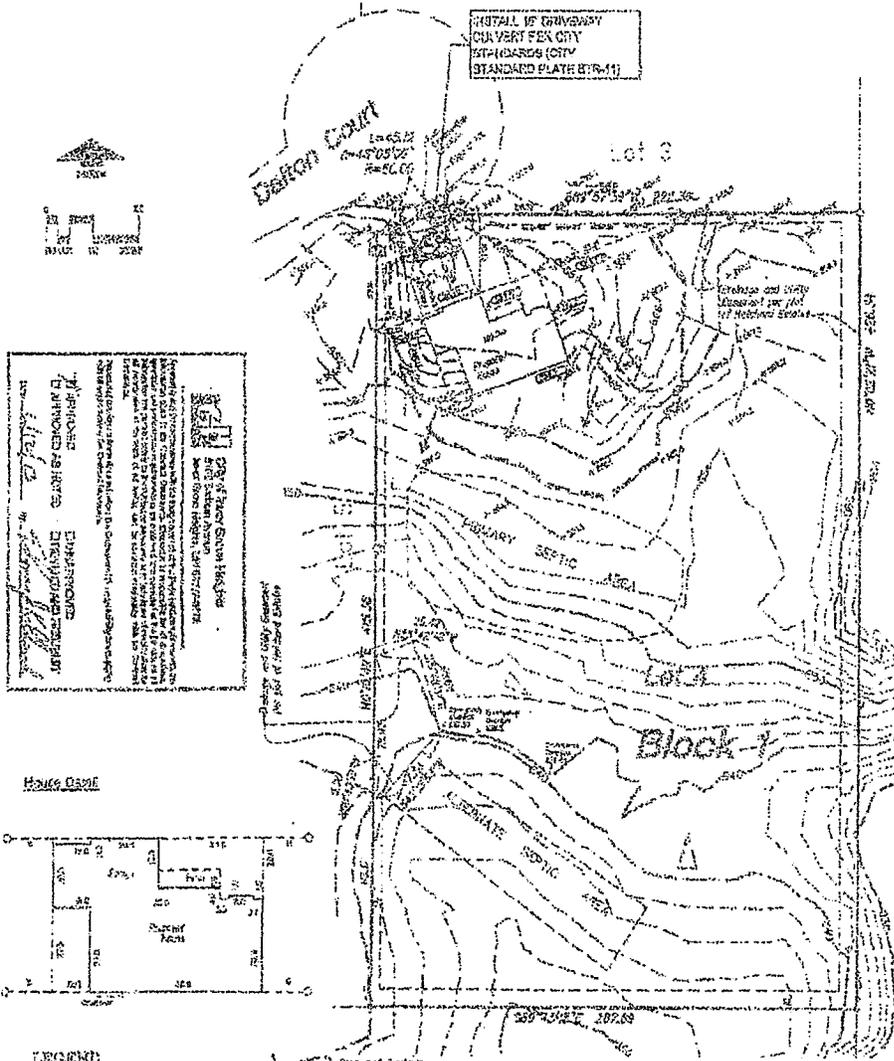
Approved by the City Engineer on June 12, 2013.

Lot Certificate

LEGAL DESCRIPTION:
Lot 4, Block 1, Hillside Estates, Dakota County, Minnesota

FOR: G.T. Carlson Company
3609 Hill 47th Street
Minnetonka, MN 55345
Ph: 952-781-2128

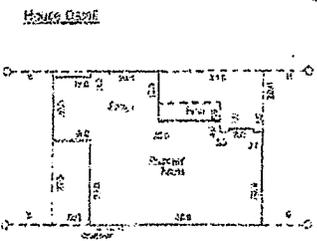
INSTALL OF DRIVEWAY
CURB VERT EX CURV
STD-ROADS (OTV)
STANDARD PLATH (STR-11)



APPROVED AS SHOWN
DATE: 11/11/11
BY: [Signature]

ENGINEER
[Signature]

PLANNING AND DESIGN
[Signature]



LEGEND

- Proposed New Plot Set
- Existing Plot Set
- Existing Structure
- Proposed Structure
- Existing Septic
- Proposed Septic
- Existing Drive
- Proposed Drive

DEVELOPMENT PLAN	PROPOSED	AS SHOWN
House Type	N.C.	1.0
Plot Area	1.0	1.0
Plot Area Ratio	1.0	1.0
Plot Area Ratio	1.0	1.0
Plot Area Ratio	1.0	1.0

BENCHMARK: TOP OF CURB AT
ELEVATION: _____

PLEASE NOTE THAT THE PROPOSED CIVIL AND ARCHITECTURAL PLANS SHOULD BE CHECKED WITH APPROVED ENGINEERING AND ARCHITECTURAL PLANS BEFORE EXCAVATION OR CONSTRUCTION.

I hereby certify that this survey plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Signed: [Signature]
ROBERT L. HILL, PLS

Exp. No.: 20724 Date: 11-11-11

ASSOCIATES
Professional Engineering and Surveying
10000 Lake Ave. N.
Minneapolis, MN 55412
Tel: 763-424-1111

DATE: 11/11/11

NO.	DESCRIPTION
1-12-11	SCHEME ISSUE
2-12-11	PERMIT ISSUE
3-12-11	AS-BUILT RECORD & ROAD ENHANCE
4-12-11	MOVE HOUSE TO EAST-PAVEMENT ENHANCE

AC 2278A-MASTER PLAN OF LOT 4

APPENDIX 2
IMPROVEMENTS

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

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2013 Pavement Management Program, City Project No. 2013-09B – Sealcoating

Meeting Date: June 24, 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

SA

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

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2013 Pavement Management Program, City Project No. 2013-09B – Sealcoating.

SUMMARY

City Project No. 2013-09B was advertised with bids received and publicly read aloud at 10:00 a.m. on June 11, 2013. Two contractors submitted bids. The sealcoat area map is attached. The map shows the base bid area (1, 2, 3, 4) plus alternate bids areas (A, B, C and D). The following table summarizes the base bid and alternates:

BIDDER	5% Bid Bond	BASE BID	BID ALTERNATE A	BID ALTERNATE B	BID ALTERNATE C	BID ALTERNATE D	TOTAL BID
Pearson Bros., Inc.	Yes	\$241,986.34	\$39,891.02	\$79,762.96	\$15,446.56	\$78,785.80	\$455,872.68
Allied Blacktop	Yes	\$270,460.11	\$41,796.38	\$85,638.96	\$17,173.31	\$92,018.83	\$507,087.59

The 2013 PMP budget has \$260,000 available for sealcoating. The remaining 2013 PMP budget will be utilized for a mill and overlay project (2013-09C) which is being presented as a separate item on this agenda. While the City would like to award all of the alternates, budgets do not allow us to award the entire \$455,872.68 low bid by Pearson Bros., Inc.

The bid received was intended to allow the City options to sealcoat the eight areas shown on the attached map. The total base bid (four areas 1, 2, 3, and 4) came in at \$241,986.34. The City has reviewed the 8 areas to be sealcoated and it is recommended to also include Alternate Bid C in City Project No. 2013-09C at a cost of \$15,446.56 bringing the total award of contract to \$257,432.90 to meet the City's 2013 PMP budget.

The funding sources for the project is as follows:

Pavement Management Fund 440 \$257,432.90

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2013-09B – Sealcoating to Pearson Bros., Inc. in the amount of \$257,432.90 for the base bid plus Alternate C. Note that this bid award is for streets with new pavements receiving their first sealcoat. Alternate Bid A is for a first sealcoat that will be delayed. Alternate B and D are for a second sealcoat that will be delayed. It is anticipated that areas A, B and D will be candidates for the 2014 sealcoat project.

TJK/kf

- Attachments: Area Map
 Minutes of Bid Opening
 Bid Tabulation
 Resolution

CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Minutes of Bid Opening on Tuesday, June 11, 2013 at 10:00 a.m.

CITY PROJECT NO. 2013-09B
SEALCOATING

Pursuant to an advertisement for bids for City Project No. 2013-09B – Sealcoating Program, an administrative meeting was held on June 11, 2013 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Thomas J. Kaldunski, City Engineer
John Schmeling, Sr. Engineering Technician
Kathy Fischer, Public Works Support Specialist
Todd Bartels, Pearson Brothers
Tom Brownell, Allied Blacktop

Bids were opened and read aloud as follows:

CITY PROJECT NO. 2013-09B – SEALCOATING

BIDDER	5% Bid Bond	BASE BID	BID ALTERNATE A	BID ALTERNATE B	BID ALTERNATE C	BID ALTERNATE D	TOTAL BID
Pearson Bros., Inc.	Yes	\$241,986.34	\$39,891.02	\$79,762.96	\$15,446.56	\$78,785.80	\$455,872.68
Allied Blacktop	Yes	\$270,460.11	\$41,796.38	\$85,638.96	\$17,173.31	\$92,018.83	\$507,087.59

Submitted by:


Kathleen J. Fischer, Public Works Support Specialist

CITY PROJECT NO. 2013-09B - SEALCOATING BID TABULATION

Item No.	Base Bid	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers		Allied Blacktop	
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	80	\$ 100.00	\$ 8,000.00	\$ 100.00	\$ 8,000.00	\$ 190.00	\$ 15,200.00
2	Seal Coating (FA-2 Class A)	SY	151,450	\$ 0.80	\$ 121,160.00	\$ 0.66	\$ 99,957.00	\$ 0.91	\$ 137,819.50
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	41,466	\$ 2.25	\$ 93,298.50	\$ 2.79	\$ 115,690.14	\$ 2.10	\$ 87,078.60
4	Seal Coat Test Strip	EA	10	\$ 500.00	\$ 5,000.00	\$ 200.00	\$ 2,000.00	\$ 260.00	\$ 2,600.00
5	Pavement Message (Left Arrow) Latex	EA	13	\$ 65.00	\$ 845.00	\$ 75.00	\$ 975.00	\$ 80.00	\$ 1,040.00
6	Pavement Message (Right Arrow) Latex	EA	9	\$ 65.00	\$ 585.00	\$ 75.00	\$ 675.00	\$ 80.00	\$ 720.00
7	Pavement Message (Thru Arrow) Latex	EA	4	\$ 65.00	\$ 260.00	\$ 100.00	\$ 400.00	\$ 80.00	\$ 320.00
8	Linear Markings 4" Width Latex Solid White	LF	18,416	\$ 0.15	\$ 2,762.40	\$ 0.15	\$ 2,762.40	\$ 0.16	\$ 2,946.56
9	Linear Markings 4" Width Latex Double Yellow	LF	11,365	\$ 0.30	\$ 3,409.50	\$ 0.32	\$ 3,636.80	\$ 0.35	\$ 3,977.75
10	Linear Markings 4" Width Latex Broken White	LF	440	\$ 0.40	\$ 176.00	\$ 0.40	\$ 176.00	\$ 0.43	\$ 189.20
11	Linear Markings 18" Width Latex Solid White	LF	140	\$ 2.60	\$ 364.00	\$ 6.00	\$ 840.00	\$ 3.25	\$ 455.00
12	Linear Markings 18" Width Latex Solid Yellow	LF	328	\$ 2.10	\$ 688.80	\$ 3.00	\$ 984.00	\$ 3.25	\$ 1,066.00
13	Crosswalk Marking Paint White Latex	SF	630	\$ 2.30	\$ 1,449.00	\$ 3.00	\$ 1,890.00	\$ 3.25	\$ 2,047.50
14	Traffic Control	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00
Total:				\$	\$ 241,888.20	\$	\$ 241,886.34	\$	\$ 270,460.11

Item No.	Bid Alternate A	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers		Allied Blacktop	
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	8	\$ 100.00	\$ 800.00	\$ 100.00	\$ 800.00	\$ 190.00	\$ 1,520.00
2	Seal Coating (FA-2 Class A)	SY	24,158	\$ 0.80	\$ 19,326.40	\$ 0.66	\$ 15,944.78	\$ 0.91	\$ 21,983.78
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	7,006	\$ 2.25	\$ 15,763.50	\$ 2.79	\$ 19,546.74	\$ 2.10	\$ 14,712.60
4	Seal Coat Test Strip	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 260.00	\$ 520.00
5	Linear Markings 4" Width Latex Double Yellow	LF	1,600	\$ 0.30	\$ 480.00	\$ 1.00	\$ 1,600.00	\$ 0.35	\$ 560.00
6	Traffic Control	LS	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
Total:				\$	\$ 37,869.90	\$	\$ 39,891.02	\$	\$ 41,796.38

Item No.	Bid Alternate B	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers		Allied Blacktop	
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	20	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 190.00	\$ 3,800.00
2	Seal Coat Aggregate (FA-2 Class A)	SY	41,365	\$ 0.80	\$ 33,092.00	\$ 0.66	\$ 27,300.90	\$ 0.91	\$ 37,642.15
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	14,154	\$ 2.25	\$ 31,846.50	\$ 2.79	\$ 39,489.66	\$ 2.10	\$ 29,723.40
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 260.00	\$ 260.00
5	Pavement Message (Left Arrow) Latex	EA	22	\$ 65.00	\$ 1,430.00	\$ 75.00	\$ 1,650.00	\$ 80.00	\$ 1,760.00
6	Pavement Message (Right Arrow) Latex	EA	12	\$ 78.00	\$ 936.00	\$ 90.00	\$ 1,080.00	\$ 80.00	\$ 960.00
7	Pavement Message (Stop) Latex	EA	2	\$ 85.00	\$ 170.00	\$ 85.00	\$ 170.00	\$ 90.00	\$ 180.00
8	Pavement Message (Ahead) Latex	EA	2	\$ 85.00	\$ 170.00	\$ 100.00	\$ 200.00	\$ 110.00	\$ 220.00
9	Linear Markings 4" Width Latex Solid White	LF	3,136	\$ 0.15	\$ 470.40	\$ 0.15	\$ 470.40	\$ 0.16	\$ 501.76
10	Linear Markings 4" Width Latex Double Yellow	LF	2,925	\$ 0.30	\$ 877.50	\$ 0.32	\$ 936.00	\$ 0.35	\$ 1,023.75
11	Linear Markings 4" Width Latex Broken White	LF	2,080	\$ 0.40	\$ 832.00	\$ 0.40	\$ 832.00	\$ 0.43	\$ 894.40
12	Linear Markings 18" Width Latex Solid White	LF	333	\$ 2.60	\$ 865.80	\$ 3.00	\$ 999.00	\$ 3.25	\$ 1,082.25
13	Linear Markings 18" Width Latex Solid Yellow	LF	385	\$ 2.10	\$ 808.50	\$ 3.00	\$ 1,155.00	\$ 3.25	\$ 1,251.25
14	Crosswalk Marking Paint White Latex	SF	720	\$ 2.30	\$ 1,656.00	\$ 3.00	\$ 2,160.00	\$ 3.25	\$ 2,340.00
15	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00
Total:				\$	\$ 75,978.70	\$	\$ 79,762.96	\$	\$ 85,638.96

Item No.	Bid Alternate C	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers		Allied Blacktop		
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	
1	Street Sweeping	Hours	8	\$ 100.00	\$ 800.00	\$ 100.00	\$ 800.00	\$ 190.00	\$ 1,520.00	
2	Seal Coating (FA-2 Class A)	SY	9,141	\$ 0.80	\$ 7,312.80	\$ 0.66	\$ 6,033.06	\$ 0.91	\$ 8,318.31	
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	2,650	\$ 2.25	\$ 5,962.50	\$ 2.79	\$ 7,393.50	\$ 2.10	\$ 5,565.00	
4	Seal Coat Test Strip	EA	2	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 260.00	\$ 520.00	
5	Linear Markings 4" Width Latex Broken Yellow	LF	1,000	\$ 0.15	\$ 150.00	\$ 0.32	\$ 320.00	\$ 0.35	\$ 350.00	
6	Traffic Control	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00	
					Total:	\$15,725.30	Total:	\$15,446.56	Total:	\$17,173.31

Item No.	Bid Alternate D	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers		Allied Blacktop		
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	
1	Street Sweeping	Hours	20	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 190.00	\$ 3,800.00	
2	Seal Coating (FA-2 Class A)	SY	52,313	\$ 0.80	\$ 41,850.40	\$ 0.60	\$ 31,387.80	\$ 0.91	\$ 47,604.83	
3	Bituminous Material for Seal Coat	GAL	16,740	\$ 2.25	\$ 37,665.00	\$ 2.70	\$ 45,198.00	\$ 2.10	\$ 35,154.00	
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 260.00	\$ 260.00	
5	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 5,200.00	\$ 5,200.00	
					Total:	\$83,015.40	Total:	\$78,785.80	Total:	\$92,018.83

Total Base Bid with Alternates A through D: \$ 454,477.50

\$ 455,872.68

\$ 507,087.59

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

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2013 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2013-09B – SEALCOATING TO PEARSON BROS., INC., IN THE AMOUNT OF \$257,432.90 (BASE BID AND ALTERNATE NO. C)

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2013 Pavement Management Program, City Project 2013-09B, Sealcoating, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

BIDDER	5% Bid Bond	BASE BID	BID ALTERNATE A	BID ALTERNATE B	BID ALTERNATE C	BID ALTERNATE D	TOTAL BID
Pearson Bros., Inc.	Yes	\$241,986.34	\$39,891.02	\$79,762.96	\$15,446.56	\$78,785.80	\$455,872.68
Allied Blacktop	Yes	\$270,460.11	\$41,796.38	\$85,638.96	\$17,173.31	\$92,018.83	\$507,087.59

WHEREAS, Pearson Bros., Inc., is the lowest responsible bidder for the Base Bid plus Alternate C.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pearson Bros., Inc., in the name of the City of Inver Grove Heights, for City Project 2013-09B, 2013 Sealcoating Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
3. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
4. Project funding for the Base Bid plus Alternate Bid C shall be provided by Fund 440 - Pavement Management Capital Project Fund for a total contract price of \$257,432.90.

Adopted by the City Council of Inver Grove Heights this 24th day of June 2013.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Playground Replacement Groveland Park

Meeting Date: June 24, 2013
 Item Type: Consent Agenda
 Contact: Mark Borgwardt – 651.450.2581
 Prepared by: Mark Borgwardt
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Authorize replacement of Groveland Park playground equipment accepting bid of \$70,000.00 from Webber Recreational Design with funds coming from Park Maintenance Fund 444.

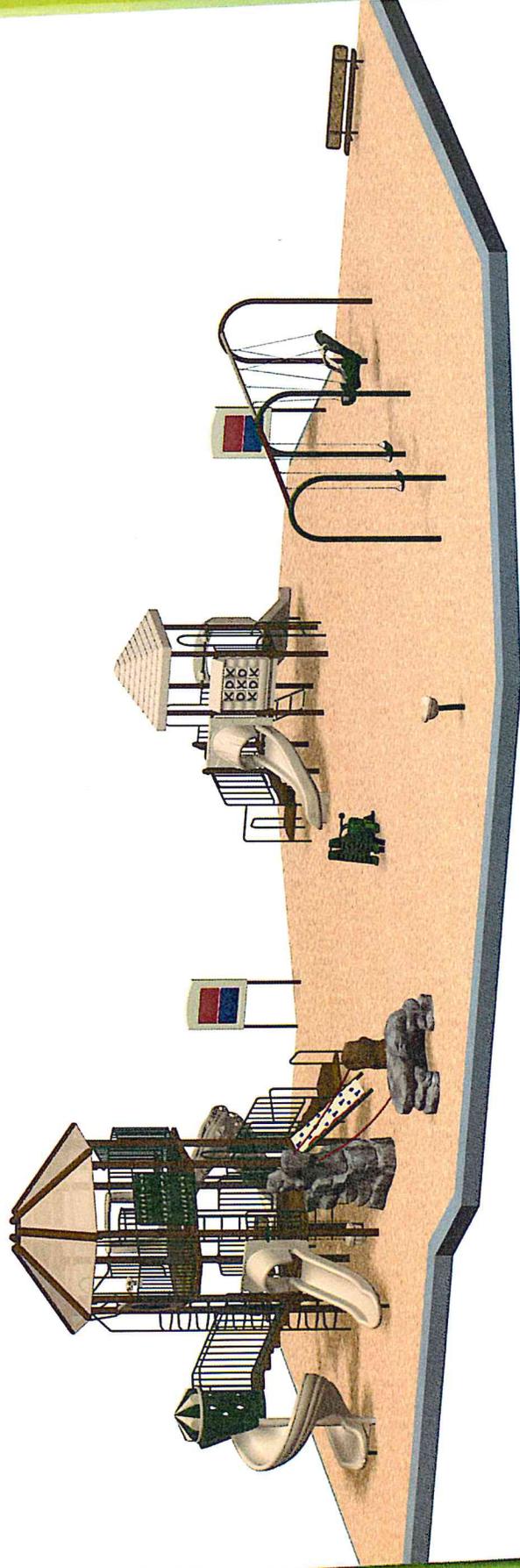
SUMMARY

Groveland Park playground, originally installed in 1996, is scheduled for replacement in 2013 per Parks Life Cycle Replacement Program, for a cost of \$70,000.00. The purpose of the Life Cycle program is to serve as a guideline for replacement of existing major park facilities such as play structures. These type of structures typically have a long life span, however, when replacement is required they represent a major expenditure. A play structure lasts approximately 15 years depending on the manufacturer, use levels, maintenance, vandalism and weather conditions. This may vary, depending on each play structure’s condition as it approaches scheduled replacement. Where feasible, the schedule has been adjusted to minimize the overall impact on any specific budget year. Changing safety standards and state and federal guidelines may require modifications to life cycle replacement date. It is the intent of this program to anticipate expenditures and plan accordingly to ensure funding will be available when needed.

Specifications for bidding the Groveland Park playground, developed with the assistance of the city attorney, were sent to 3 playground vendors requesting bids. A bid of \$70,000.00 was received from Webber Recreational Design meeting all specifications. A neighborhood meeting was held with residents of the Groveland Park area to discuss different plan options for the playground structure. The neighborhood seemed evenly split between plans submitted by St. Croix Recreation and Webber Recreational Design with maybe a slight preference for Webber Recreational Design. Staff received many comments and suggestions and used input in awarding the bid.

PRAC unanimously recommended at their June 12, 2013 meeting that the City Council award replacement of Groveland Park playground structure to Webber Recreational Design for \$70,000 with funding from Park Maintenance Fund 444.

Groveland Park (Option 2)
Inver Grove Heights, MN CD201638



www.miracle-recreation.com

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Replacement of Waterpark Lily Pads for Veterans Memorial Community Center

Meeting Date: June 24, 2013
 Item Type: Consent Agenda
 Contact: Tracy Petersen – 651.450.2588
 Prepared by: Tracy Petersen
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

To accept the quote of \$18,756.56 from Webber Recreational Design to replace eleven (11) lily pads in the waterpark. This amount is included in the 2013 VMCC budget. Quotes include appropriate sales tax.

SUMMARY

The lily pads are located in the waterpark and serve as a popular and key water feature for all of our users. The current lily pads are over eight (8) years old and some of them are the original lily pads from when the waterpark opened in 2001. The expected life span of this equipment is five (5) years.

The current lily pads have become unsafe due to the coating material coming off of them thus making the equipment weaker. The color coated material also serves in assisting users see the equipment and safely access it in the water. In addition, during our last inspection from the Health Department, it was recommended they be replaced.

The product from Webber Recreational Design is made locally in Mendota Heights and our cargo net and safety padding in the waterpark are also from this vendor.

Vendor	Quote
Webber Recreational Design	\$18,756.56
Playtime	\$18,786.51

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RENEWAL OF ADVERTISING BENCH PERMITS

Meeting Date: June 24, 2013
 Item Type: Consent
 Contact: Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Planning

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

PURPOSE/ACTION REQUESTED

RENEWAL OF ADVERTISING BENCH PERMITS; Consider renewal of permits for 18 advertising bus benches in the City of Inver Grove Heights.

SUMMARY

Per Title 10, Section 15i of the City Code, Advertising Benches (Bus Benches) are to be renewed every 2 years. The benches located within the city are equally owned by National Courtesy Benches and US Bench Corporation. The Council last approved the benches on June 13, 2011 at which time there were 18 benches.

Since the 2011 approvals, 16 benches have been unaltered and two of the benches have been relocated as the bus route has changed or the demand/need for a bench. The new locations are at Cenex Dr @ Upper 55th Street and Upper 55th Street @ Robert.

Analysis: Staff visited the bench locations throughout the City and all benches comply with the standards and performance criteria.

Planning Staff: Recommends approval of the 18 bus bench permits.

Attachments: Bus bench locations
 Bus routes in IGH

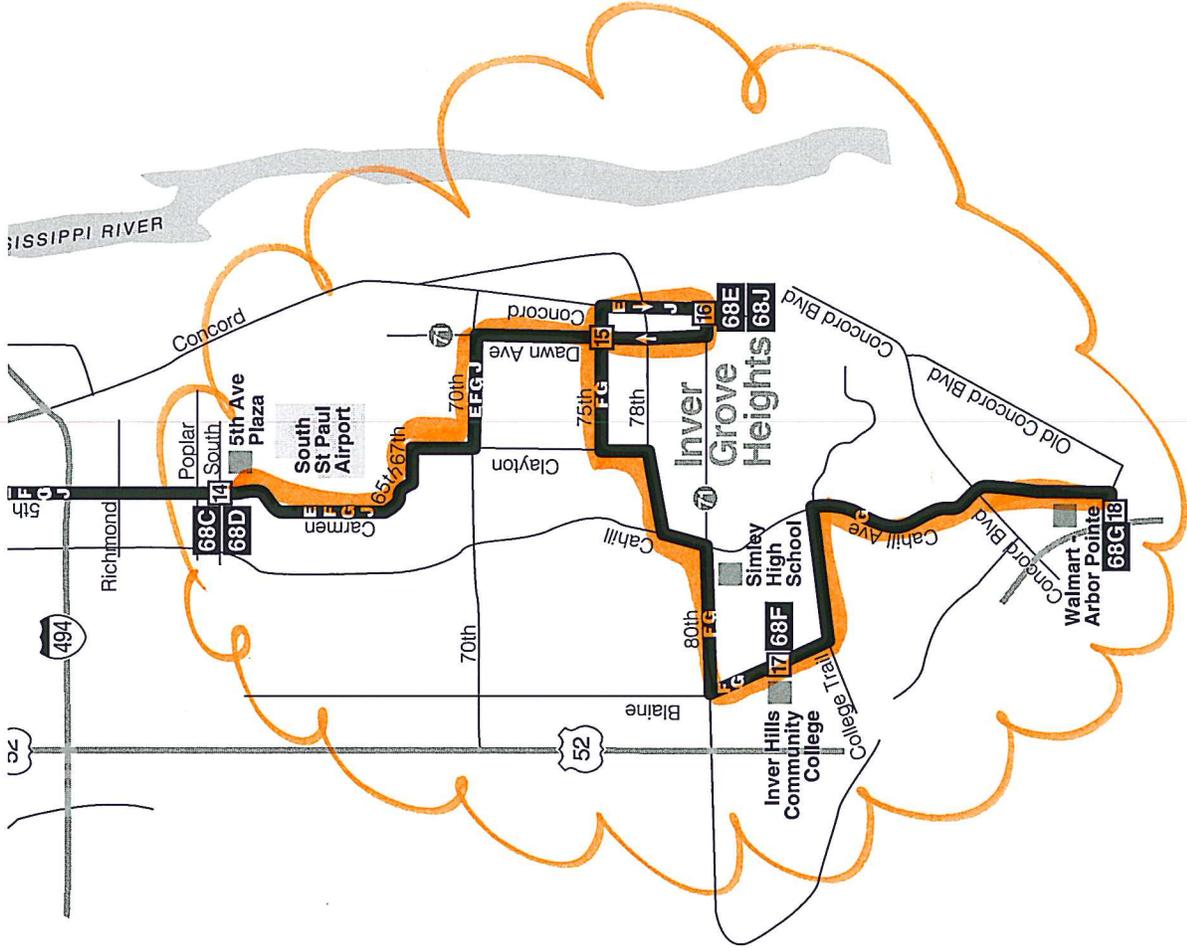
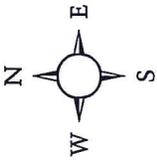
US Bench Corp.

Inver Grove Heights Locations for 2013-2014 License Renewal

<i>Corner</i>	<i>Location</i>
SE	54th St @ Robert ✓
SE	Blaine @ 80th ✓
SE	Cahill Ave @ 80th St ✓
SW	Carmen @ 65th St ✓
SE	Carmen @ 65th St ✓
new → NW	Cenex Dr @ Upper 55th St E ✓
SE	Clayton @ 75th St ✓
new → SW	Mendota Rd W @ Robert St ✓
NE	Upper 55th @ Robert ✓

Inver Grove Heights Locations for National CB Licensing 2013-2014

<i>Corner</i>	<i>Location</i>
E side	50th St @ Robert ✓
NE	78th St @ Cahill ✓
SE	80th St @ Boyd ✓
NW	80th St @ Cahill ✓
SW	80th St @ Clayton ✓
NW	Babcock Trail @ 55th St / Cerex ✓
SE	Cahill Ave @ 78th St ✓
NW	Clayton @ 78th St ✓
SW	College Trail @ Cahill ✓



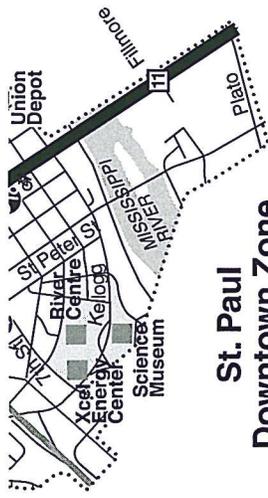
Holiday service operates on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Metro Transit may operate reduced service on days before or after Independence Day, Thanksgiving, Christmas or New Year's Day. Look for details at metrotransit.org or in Connect on buses and trains prior to these holidays.

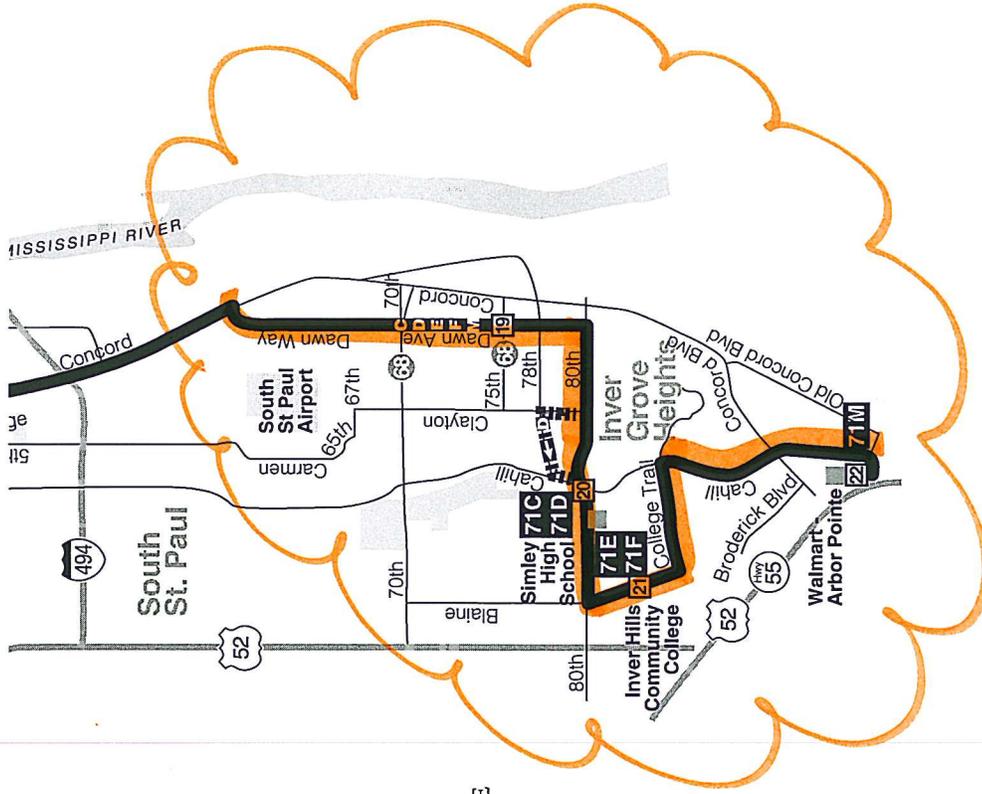
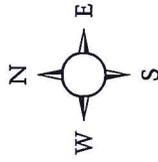
Schedule subject to change. Traffic and weather conditions may delay buses.

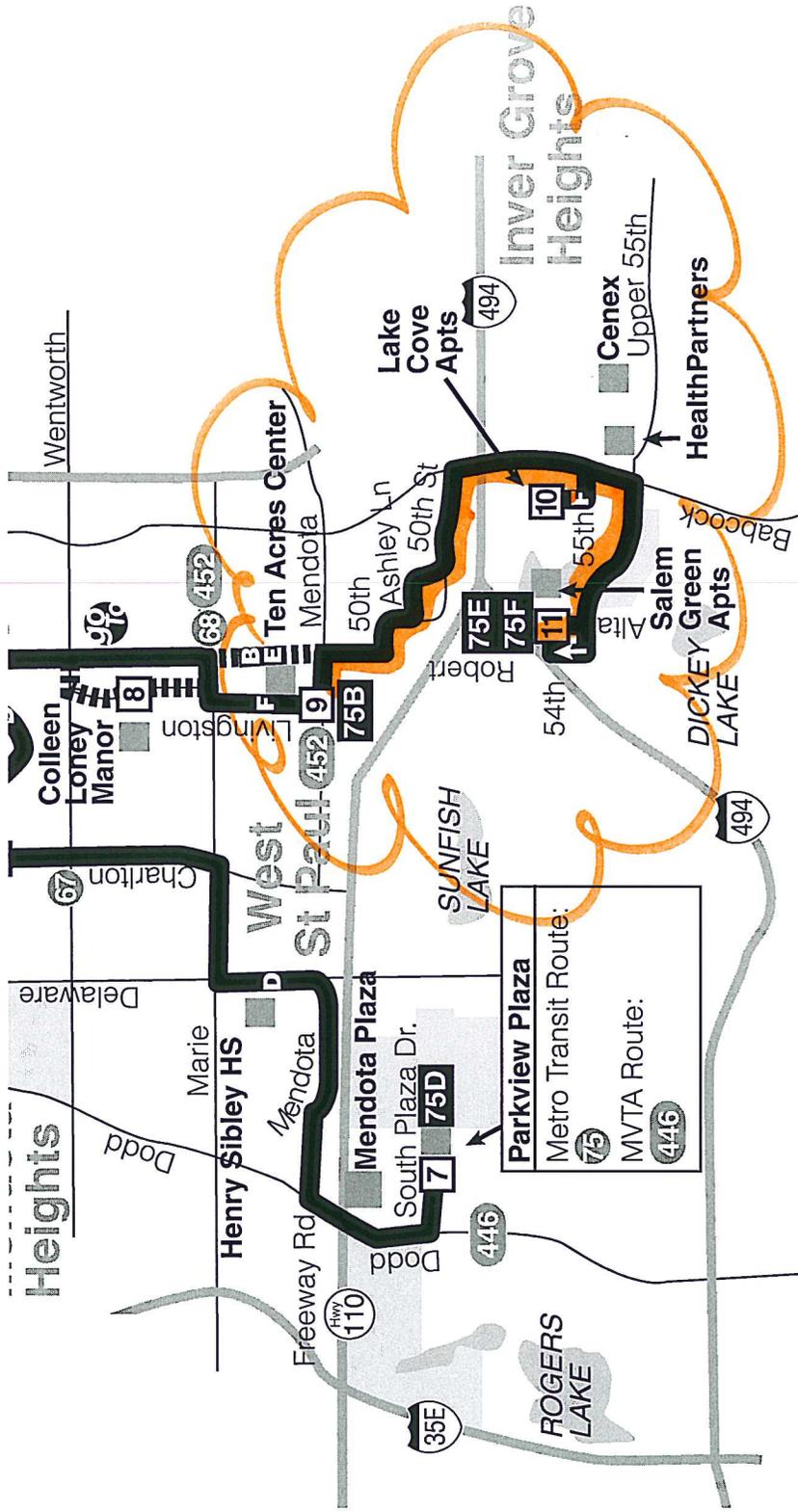
Please have exact fare ready. Bus fareboxes and drivers do not make change.

This document is available in alternate formats to individuals with disabilities by calling 612-349-7365 (TTY 612-341-0140).



**St. Paul
Downtown Zone**
Ride in the Downtown
Zone for 50¢.





CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 24, 2013
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Aquatics – Ethan Sweet, Kids Rock – Rachel Nyberg, Josh Eckl, Neil Lynch, Sarah Speldrick, Fitness – Kayla Kuss, Recreation – Sabrina Mansur.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 24, 2013
Item Type: Public Hearing
Contact: 651.450.2513
Prepared by: Melissa Kennedy
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Conduct a public hearing and consider renewal application of Arbor Pointe Golf Club, Inc. for 3.2 On-Sale liquor license for remainder of the 2013 calendar year.

SUMMARY:

The City received an application from Arbor Pointe Golf Club, Inc. for the renewal of its 3.2 On-Sale liquor license for the remainder of the 2013 calendar year. Council may recall the applicant did not submit an application when license renewals were considered in December of 2012. The golf course was not open for business at that time and only recently resumed operations given the extended winter weather that occurred this spring.

The renewal application was accompanied by the requisite license fee and liability insurance certificate. Information regarding completion of alcohol server training was also provided to verify that all employees engaged in the serving/selling of alcohol received training within the last 24 months. Notice of the public hearing was published in the Southwest Review on June 2, 2013.

A background investigation was conducted by the Police Department and no basis for denial was reported.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ROBERT THOMAS HOMES - Case No. 13-22C

Meeting Date: June 24, 2013

Item Type: Regular

Contact: Heather Botten 651.450.2569

Prepared by: *HB* Heather Botten, Associate Planner

Reviewed by: *HB* Planning
Engineering

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution related to a **Conditional Use Permit** to allow additional impervious surface on a residential lot for property located at 7681 Addisen Court.

- Requires a 4/5ths vote.
- 60-day deadline: July 21, 2013 (first 60 days)

SUMMARY

The request is for a Conditional Use Permit to exceed the allowed impervious surface on a property. The applicant is currently building a new home; the total impervious coverage requested would include the house, attached garage, driveway, sidewalk, and porch. The proposal would allow for an additional 136 square feet of hard cover giving the home owner some flexibility if they decide to install a small shed or patio area.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks and aesthetics, environmental impacts, and public health and safety impacts.

The applicant is working with the Engineering Department on obtaining final approval of a storm water management plan. The applicant proposed expanding the raingarden behind the property, owned by the City. The City concurs that expanding the rain garden is the prudent method of addressing the construction of the rain infiltration capacity for this lot, which will go over its impervious surface by a nominal amount. The City is proposing to modify the classification of this lot from its existing R1-C storm water classification to a R-1B Storm Water Utility classification. These additional fees would cover the anticipated expense of O & M related to the additional BMP capacity in the infiltration basin. The developer has agreed to this classification.

City Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Conditional Use Permit to exceed the impervious surface maximum.

Planning Commission: Recommended **approval** of the request at their June 18, 2013 meeting with the conditions listed in the attached resolution (5-3).

Attachments: CUP Resolution
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO EXCEED THE
IMPERVIOUS SURFACE REQUIREMENTS IN A RESIDENTIAL DISTRICT

Robert Thomas Homes
Case No. 13-22C

WHEREAS, an application for Conditional Use Permit has been submitted for the property located at 7681 Addisen Court and legally described as:

Lot 4, Block 1, Argenta Hills 5th Addition, according to the plat thereof, on file and of record in the Office of the Dakota County Recorder

WHEREAS, the request is to allow an additional 250 square feet of impervious coverage on the property;

WHEREAS, the aforescribed property is zoned PUD, Planned Unit Development;

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

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 18, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to exceed the impervious coverage maximum is hereby approved subject to the following conditions:

1. The developer shall provide an updated grading plan and hydrology report for the infiltration basin that meets all the conditions outlined in the City Engineers review letters and subsequent correspondence.
2. Prior to issuance of a building permit for construction of the additional impervious surface, the certificate of survey for the lot shall be modified reflecting updated backyard grades that direct storm water drainage to the infiltration basin. The additional 250 square feet requested of impervious surface shall also be directed to the infiltration basin.
3. Any additional impervious surface, in excess of 3,014 square feet, would require additional City approvals and not included with this request.
4. Prior to issuance of a building permit for construction of the additional impervious surface, a \$1500 construction escrow shall be submitted to ensure the additional infiltration basin portion is built in accordance with approved plans. The construction escrow will be released upon verification the storm water facility was completed per the revised plan.
5. To address the operation and maintenance of the pond the storm water classification for the lot will be R-1B.

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 24th day of June, 2013.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: June 18, 2013
SUBJECT: **ROBERT THOMAS HOMES – CASE NO. 13-22C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to allow the maximum impervious surface coverage to increase up to an additional 10 percent, for the property located at 7681 Addisen Court. 3 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is currently building a new house, and the proposed house, driveway, sidewalk and porch would be over the maximum impervious allowed by 114 square feet. The applicant, however, is asking for an additional 250 square feet of impervious to provide leeway for a future shed or patio. This would result in 43% coverage whereas 40% is allowed. Rather than constructing a rain garden, the developer is proposing to expand an infiltration basin directly behind the respective lot to address any additional stormwater run-off created by the additional impervious surface. This basin is on an outlot owned by the City. Because of this, a stormwater maintenance agreement is no longer necessary so Condition #1 can be removed. The homeowner will be required to pay an additional stormwater utility fee to cover the cost of the City's maintenance. Staff recommends approval of the request as presented.

Chair Hark asked for clarification of how the infiltration basin would be expanded.

Mr. Hunting replied those details had not yet been finalized. He noted that the basin would not be constructed until most of the homes were built.

Chair Hark asked for clarification of how the two proposed infiltration basins were connected.

Mr. Hunting replied he was unsure of whether they were connected by pipe.

Commissioner Maggi asked when the area was anticipated to be built out.

Mr. Hunting replied it would likely be built out by the end of the year.

Commissioner Wippermann asked what the minimum lot size was for normal sized lots.

Mr. Hunting replied the minimum lot size in the R-1C district is 12,000 square feet.

Commissioner Wippermann noted that the lots in question were almost half that. He stated the fact that they were already asking for an exception demonstrated that the lots were too small to

accommodate the size houses they wanted to build, and he felt it unlikely they would have these issues on a reasonably sized lot.

Commissioner Lissarrague was concerned about the precedent this would set, and the potential for future requests for additional impervious from both new homeowners as well as existing homeowners.

Commissioner Klein asked if any consideration had been given for pervious driveway construction.

Mr. Hunting replied that was a possibility; however, pervious or porous pavement would still be considered as hard surface.

Commissioner Simon asked if they could deny a conditional use permit if the applicant met the conditions, and she asked for clarification of whether the PUD had previously been changed to allow a wider driveway.

Mr. Hunting replied they would not have a basis for denying a conditional use permit provided they satisfied the requirements. In regard to the wider driveway, Mr. Hunting advised if they wanted to go wider than 20 feet they would have to incorporate some porous pavement. The developer built larger ponds and infiltration systems to accommodate the additional runoff that would be created by the three-car garages and wider driveways built without porous pavement.

Commissioner Simon stated when this development was first brought forward she envisioned more green space rather than holding ponds.

Commissioner Klein stated this development had more green space than most areas, and noted that the holding ponds were surrounded by vegetation.

Commissioner Simon agreed, but stated the City allowed five foot setbacks in exchange for more green space and she was disappointed to see congested houses and holding ponds rather than green space.

Because construction had already been started, Commissioner Wippermann questioned Condition #2 which referred to a cash escrow being submitted prior to any work being done.

Mr. Hunting replied that construction had already started because the permit was issued based on a lesser coverage that met the requirements. The planning commission could therefore modify the language in that condition.

Commissioner Simon suggested they delete the first portion of Condition #2 and begin with the word 'an'.

Mr. Hunting agreed with Commissioner Simon's recommendation.

Commissioner Lissarrague asked for clarification of the amount of impervious being proposed.

Mr. Hunting replied they were proposing 41% of impervious surface but are asking for an additional 136 square feet (43%) to allow for a potential future shed or patio.

Commissioner Lissarrague stated he was still concerned about setting a precedent, and asked what would happen if everyone in that development was given additional impervious surface.

Mr. Hunting stated many of the lots may not be capable of meeting the criteria for a conditional use permit for additional impervious surface.

Commissioner Klein stated it was fairly rare that engineering staff was in favor of such a request.

Chair Hark stated there were likely 10-12 lots where a holding pond would not be possible.

Commissioner Klein stated it was unlikely most property owners would want a holding pond on their property in exchange for additional impervious surface.

Opening of Public Hearing

Peter Rein, Project Manager for Robert Thomas Homes, advised he was available to answer any questions.

Chair Hark asked if the applicant understood the staff recommendations and agreed with the conditions listed in the report, including the elimination of Condition #1.

Mr. Rein replied in the affirmative.

Commissioner Simon asked what precipitated this request.

Mr. Rein replied that the property had already been purchased by the homeowner and when the survey came back they realized they were over the impervious surface maximum.

Commissioner Klein asked if the homeowner was aware of the situation should they want to put in additional impervious surface.

Mr. Rein replied in the affirmative, stating they were asking for more than what was currently being proposed to allow the homeowner some leeway to put in a future patio or shed if they would choose to.

Chair Hark closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Klein to approve the request for a conditional use permit to allow the maximum impervious surface coverage to increase up to an additional 10 percent, for the property located at 7681 Addisen Court, with the conditions listed in the report **and the elimination of Condition #1.**

Recommendation to City Council

June 18, 2013

Page 4

Chair Hark asked if the motion included **modifying the language in Condition #2 to eliminate the verbiage 'prior to any work being done on the site'**.

Commissioner Klein replied that the motion included the modification of Condition #2.

Second by Commissioner Elsmore.

Motion carried (5/3 – Lissarrague, Simon, Wippermann). This item goes to the City Council on June 24, 2013.

SURROUNDING USES:

The subject site is surrounded by the following uses:

- North –Vacant; zoned PUD; guided LDR, Low Density Residential
- West, East and South - Residential; zoned PUD, single-family; guided LMDR, Low-Medium Density Residential

EVALUATION OF REQUEST:

GENERAL CUP CRITERIA

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. This criterion generally relates to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

The proposed conditional use permit meets the above criteria. The new home meets the minimum setback requirements. The surrounding properties are all single-family residential homes. The proposed single-family home will aesthetically fit in with the neighborhood. Additionally, the applicant has agreed to comply with the storm water treatment conditions, which help maintain the drainage and storm water runoff.

IMPERVIOUS SURFACE CUP CRITERIA

The zoning ordinance sets a maximum impervious surface allowed on each lot in the city based on lot size categories. Impervious surface can be increased by up to 10% of the lot area with a conditional use permit provided the following criteria are met:

- a) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
- b) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
- c) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
- d) The design of the facility shall provide storage and treatment for the 100-year event volume as it relates to the additional impervious surface being considered with a conditional use application.
- e) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
- f) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan. Surety shall be provided to ensure construction of the system according to the plans approved by the City Engineer.

- g) The soils shall be tested to determine the infiltration capacity at and below the stormwater facility to ensure the stormwater management facility performs and functions within the assumed design parameters. A three (3) foot separation shall be maintained from seasonal high water levels and the bottom of any facility.

ENGINEERING REVIEW

The Engineering Department has reviewed the plans and is working with the applicant on stormwater and grading requirements. The Developer has approached the City requesting to expand an infiltration basin directly behind the respective lot that addresses the additional storm water run-off volume created by the added impervious space. This basin is on an outlot owned by the City. The City is working with the builder and applicant on terms for this request.

Prior to issuance of a building permit or constructing the additional impervious surface features, an updated grading plan and hydrology report for the Argenta Hills 5th Addition shall be submitted reflecting the changes and be approved by the City Engineer. The current Certificate of Survey for this lot shall be modified and resubmitted reflecting the proposed grading changes in the backyard area. The approved plans must direct a sufficient amount of impervious surface and backyard storm water directly to the infiltration basin, protect the slope below the infiltration basin, protect the retaining wall on the adjacent lot from additional storm water runoff, and may not adversely impact the adjoining or downstream properties.

Engineering has made recommendations on conditions that are included at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction plans.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. Approval If the Planning Commission finds the requests to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

- Approval of the Conditional Use Permit to allow additional impervious surface subject to the following conditions:
 1. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.
 2. Prior to any work being done on the site, an Engineering cash escrow and/or letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.

3. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.
4. Any additional impervious surface, in excess of 3,014 square feet, would require additional City approvals and not included with this request.
5. Prior to issuance of a building permit or construction of the additional impervious surface, a \$1500 construction escrow shall be submitted to ensure the additional infiltration basin portion is built in accordance with approved plans. The construction escrow will be released upon verification the storm water facility was completed per the revised plan.

B. Denial If the Planning Commission does not favor the proposed Conditional Use Permit, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

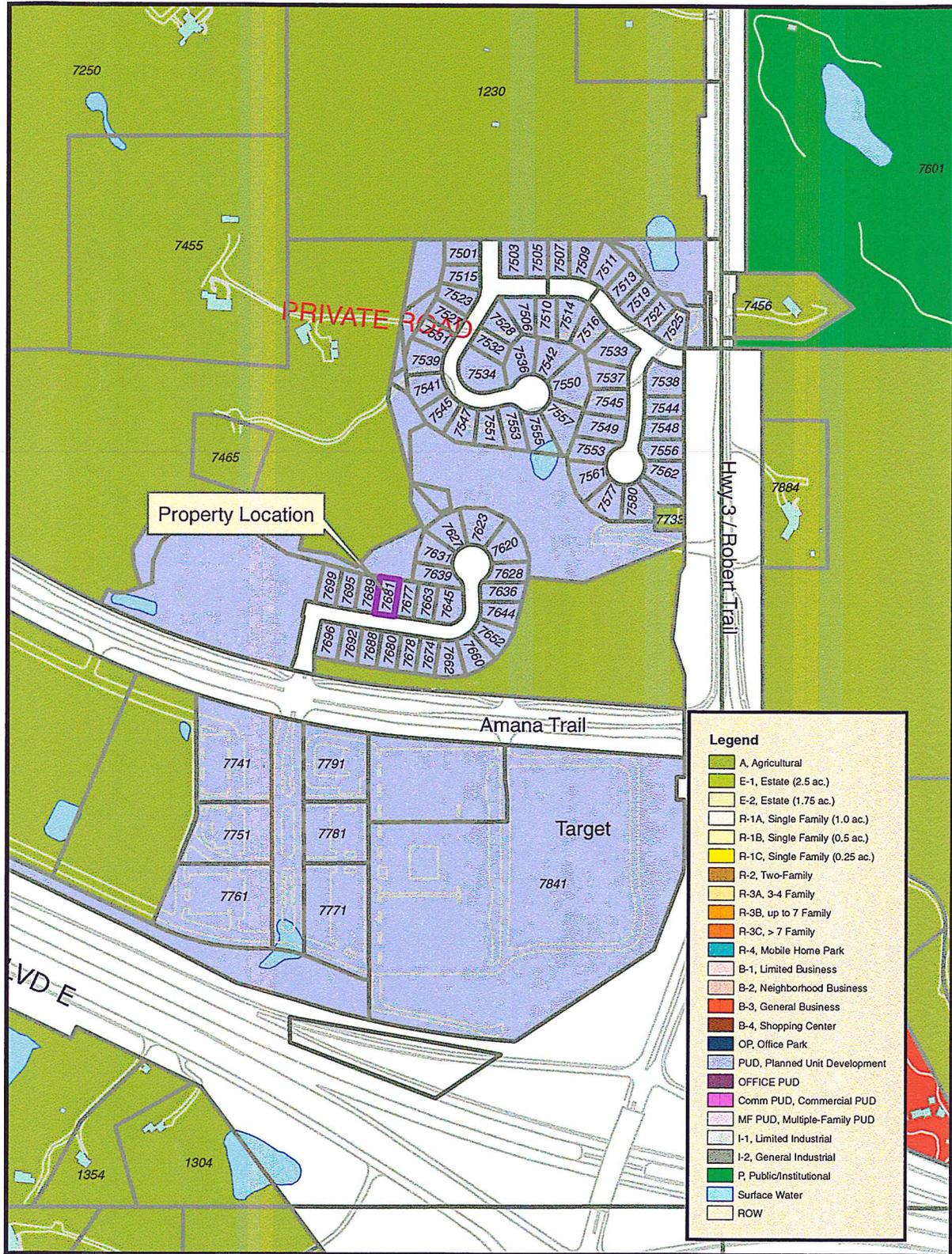
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the conditional use permit.

Attachments: Exhibit A - Location/Zoning Map
Exhibit B - Survey
Exhibit C - Engineering Exhibit



7681 Addisen Ct. Case # 13-22C



Map not to scale

Exhibit A
Zoning and Location Map

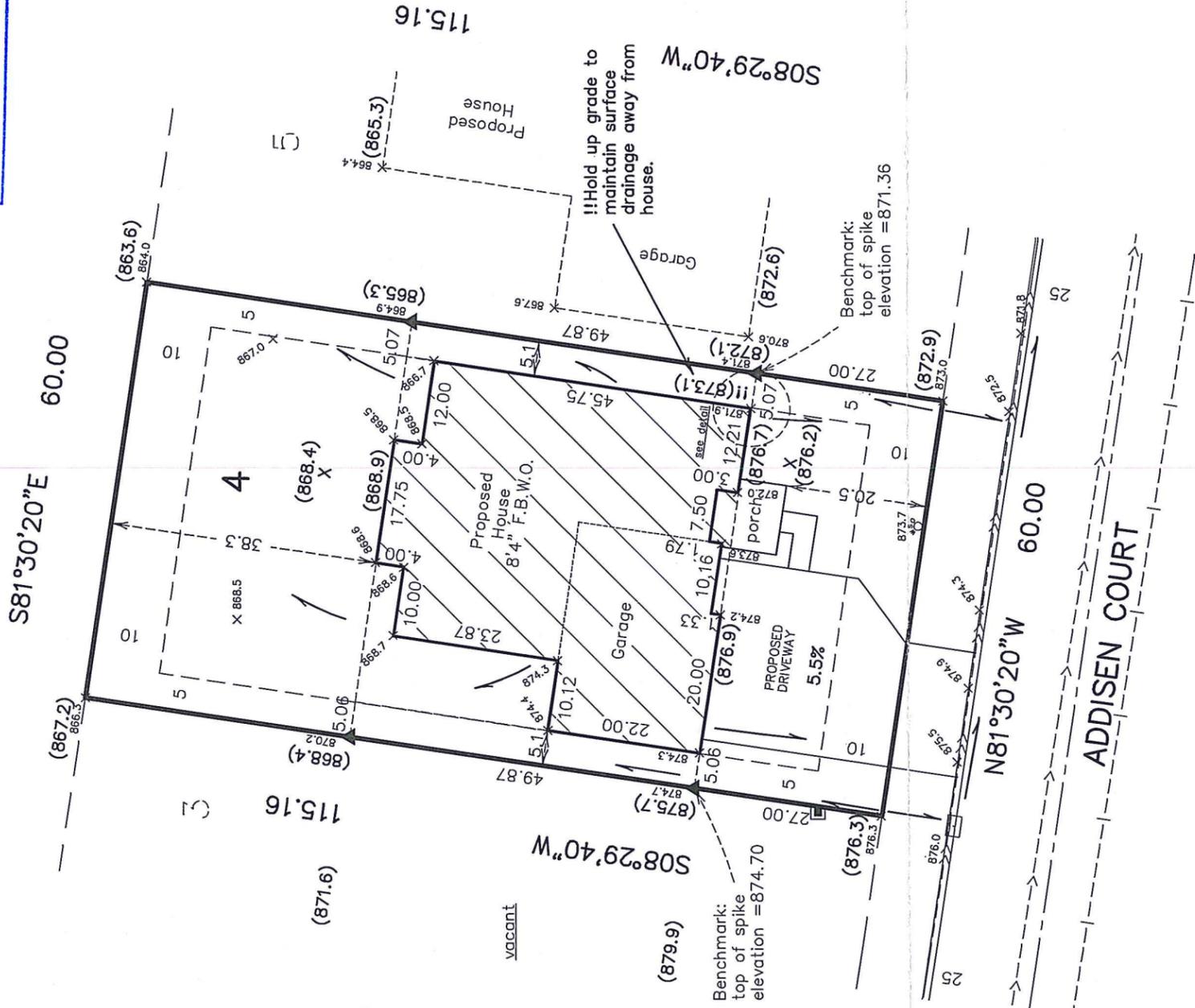
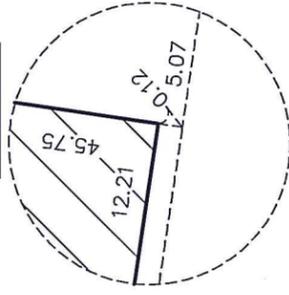


Lot 4, Block 1, ARGENTA HILLS 5TH ADDITION
 according to the recorded plat thereof Dakota County, Minnesota
 Address: 7681 Addisen Court, Inver Grove Heights, Minnesota
 House Model: St Croix Elevation: A
 Buyer: Brutinel/Danieli



Scale: 1" = 20'

DETAIL
 not to scale



Lot area = 6910 SF
 House area = 2079 SF
 Porch area = 91 SF
 Sidewalk area = 30 SF
 Driveway area = 678 SF
 Impervious Coverage = 41.7 %

Construction Notes:

1. Install rock construction entrance.
2. Install silt fence as needed for erosion control.
3. Sidewalks shall drain away from house a minimum of 1.0%.
4. Contractor must verify driveway design.
5. Contractor must verify service elevation prior to construction.
6. Add or remove foundation ledge as required.

General Notes:

1. Grading plan by Pioneer Engineering last dated 10/8/12 was used to determine proposed elevations shown herein.
2. This survey does not purport to show improvements or encroachments, except as shown, as surveyed by me or under my direct supervision.
3. Proposed building dimensions shown are for horizontal location of structures on the lot only. Contact builder prior to construction for approved construction plans.
4. No specific soils investigation has been performed on this lot by the surveyor. The suitability of soils to support the specific house proposed is not the responsibility of the surveyor.
5. This certificate does not purport to show easements other than those shown on the recorded plat.
6. Bearings shown are based on an assumed datum.

X 000.00 Denotes existing elevation
 (000.00) Denotes proposed elevation
 ————— Denotes drainage flow direction
 ▲ Denotes spike

Lowest allowable floor elevation : 868.9

House elevations	(Proposed) / As-built
Lowest Floor Elevation	: (869.4) /
Top Of Foundation Elev.	: (877.4) /
Garage Slab Elev. @ Door	: (876.9) /

We hereby certify to Robert Thomas Homes Inc that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota, dated 04/25/13.

Signed: Pioneer Engineering, P.A.

BY:

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

PIONEERengineering
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
 Mendota Heights, MN 55120
 Ph: (651) 681-1914
 Fax: (651) 681-9488
 www.pioneereng.com

Revisions:
 1: 4-26-13 STAKE HOUSE

Project #: 112253013
 Folder #: 7441

Drawn by: KKS

Certificate of Survey for:
 Robert Thomas Homes Inc

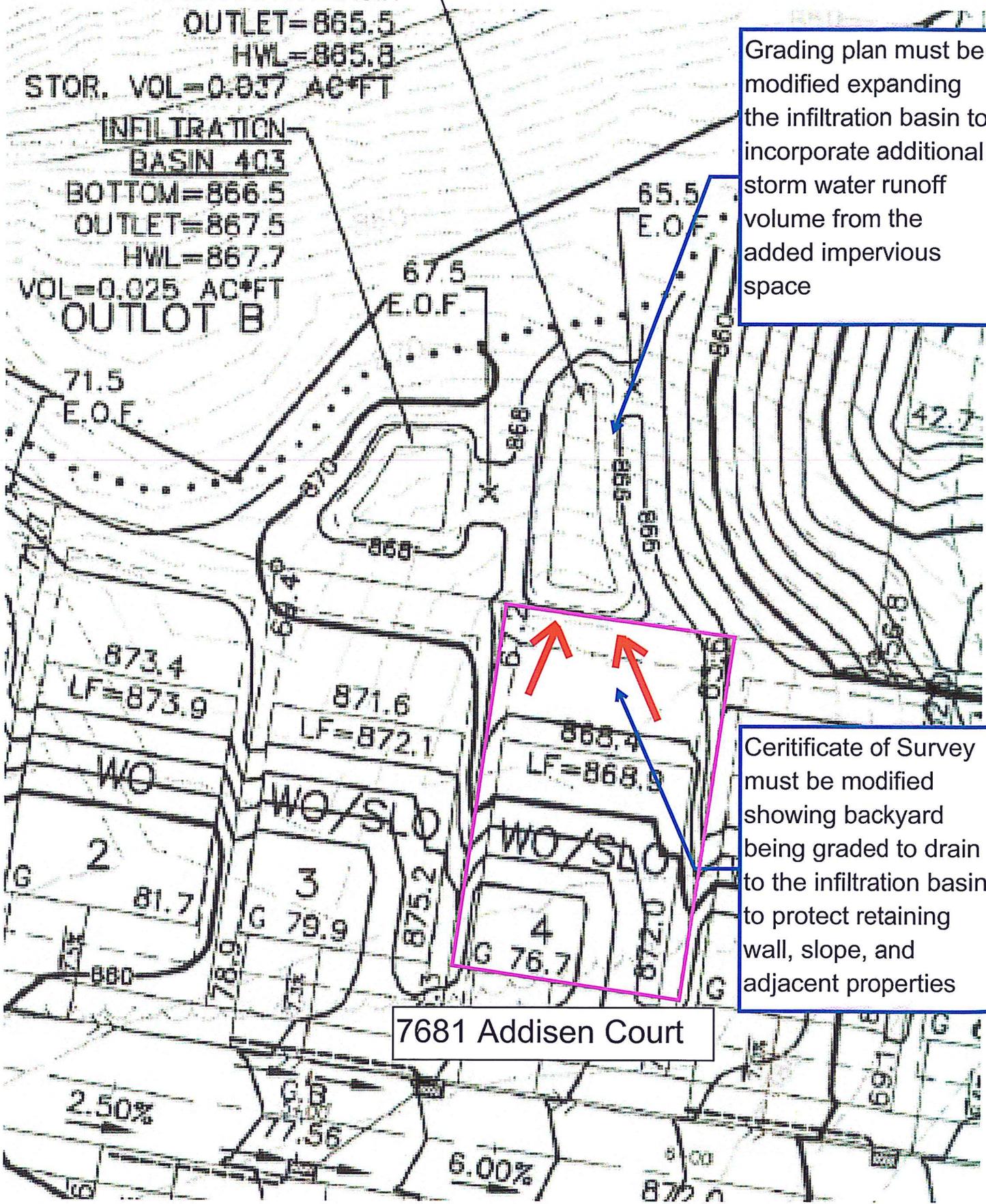
16972 Brandtjen Farm Dr
 Lakeville, MN 55044
 Phone: (952) 322-8700

EXHIBIT 1

INFILTRATION BASIN
OUTLET=865.5
HWL=865.8
STOR. VOL=0.037 AC*FT

INFILTRATION
BASIN 403
BOTTOM=866.5
OUTLET=867.5
HWL=867.7
VOL=0.025 AC*FT
OUTLOT B

Grading plan must be modified expanding the infiltration basin to incorporate additional storm water runoff volume from the added impervious space



7681 Addisen Court

Certificate of Survey must be modified showing backyard being graded to drain to the infiltration basin to protect retaining wall, slope, and adjacent properties

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DON AND SUE SCHLOMKA - Case No. 13-19SC

Meeting Date: June 24, 2013
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: **HB** Heather Botten, Associate Planner
 Reviewed by: Planning
 Engineering

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following requests for property located north of the Travel Plaza, east side of Hwy 52/55 at 117th Street:

- a. A Resolution relating to a **Final Plat** and related improvement documents for a one lot, one outlot subdivision.
 - Requires 3/5th's vote.
- b. A Resolution relating to a **Conditional Use Permit** for a contractors yard with outdoor storage.
 - Requires 4/5th's vote.
- c. A Resolution relating to a **Major Site Plan Review** to construct a 12,500 square foot building along with other property improvements.
 - Requires 3/5th's vote.
 - 60-day deadline: July 6, 2013 (first 60-days)

SUMMARY

The property is zoned I-1 and is 4.07 acres in size. The plat consists of one lot and one outlot; Lot 1 is 3.23 acres in size and the outlot is .84 acres. Park dedication is required for the one platted lot. The outlot incorporates a storm water basin and is unbuildable. The applicants are requesting to construct a 12,500 square foot building that would be for the maintenance and repair of fleet vehicles for a family-owned business. Additionally the site would be used for outdoor storage of portable restroom rentals. The site plan also identifies an 800 square foot future storage building located north of the proposed building.

The proposed request meets the Conditional Use Permit and Major Site Plan criteria relating to the Comprehensive Plan and zoning consistency, compatibility with surrounding properties, environmental impacts, and public health and safety impacts. The applicant is working with the Engineering Department on obtaining final approval on utility, stormwater, and grading requirements. A stormwater facilities maintenance agreement, improvement agreement, and encroachment agreement shall be executed between the applicant and the City relating to the raingarden and stormwater control on the property.

City Staff: Based on the information provided and the conditions listed in the attached resolutions, staff is recommending **approval** of the Final Plat, Conditional Use Permit, and Major Site Plan Review and related documents.

Planning Commission: Recommended **approval** of the request at their June 4, 2013 meeting with the conditions listed in the attached resolutions (8-0).

Attachments: Final Plat Resolution
CUP/Site Plan Resolution
Improvement Agreement
Stormwater Facilities Maintenance Agreement
Encroachment Agreement
Planning Commission Recommendation
Planning Staff Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FINAL PLAT WITH RELATED AGREEMENTS FOR A
ONE LOT, ONE OUTLOT SUBDIVISION TO BE KNOWN AS SCHLOMKA FIRST
ADDITION**

**CASE NO. 13-19SC
(Schlomka)**

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

Outlot A, IGH Addition, according to the recorded plat thereof, Dakota County, Minnesota

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat for a one lot, one outlot subdivision with an improvement agreement and related documents to be known as Schlomka First Addition is hereby approved subject to the following conditions:

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

Final Plat	No Date
Site Plan	dated 6/20/13
Drainage and Grading Plan	dated 6/20/13
Erosion Control Plan	dated 6/20/13
Utility Plan	dated 6/20/13
Landscape Plan	dated 6/17/13

Elevation Plans (2 sheets)

dated 5/3/13

2. Park dedication shall be a cash contribution for Lot 1 of \$17,765 to be paid by the property owner at time of plat release.
3. Prior to any work commencing on the site, all engineering comments on the final grading, drainage and erosion control, and utility plans shall be addressed and approved by the City Engineer.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat and Development Contract.

Passed this 24th day of June, 2013.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AND MAJOR SITE PLAN
TO CONSTRUCT A 12,500 SQUARE FOOT BUILDING ALONG WITH OTHER PROPERTY
IMPROVEMENTS AND A CONTRACTORS YARD WITH OUTDOOR STORAGE**

Don and Sue Schlomka
(Case No. 13-19SC)

WHEREAS, an application has been submitted for property legally described as follows:

**Lots 1, Block 1, Schlomka First Addition, according the recorded plat thereof,
Dakota County, Minnesota**

WHEREAS, the request is to approve a Conditional Use Permit and Major Site Plan to construct a 12,500 square foot building and to allow a contractors yard with outdoor storage;

WHEREAS, the aforescribed property is zoned I-1, Limited Industry;

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

WHEREAS, the request has been reviewed against Title 10, Chapter 15, Article J, regarding the criterion for a Major Site Plan such as consistency with the Comprehensive Plan and conformity with the Zoning Ordinance, the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 4, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit and Major Site Plan to construct a 12,500 square foot building along with other property improvements and to allow outdoor storage associated with a contractors yard is approved with the following conditions:

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

Final Plat	No Date
Site Plan	dated 6/20/13
Drainage and Grading Plan	dated 6/20/13
Erosion Control Plan	dated 6/20/13
Utility Plan	dated 6/20/13
Landscape Plan	dated 6/17/13
Elevation Plans (2 sheets)	dated 5/3/13

2. An improvement agreement and encroachment agreement shall be prepared by the City Attorney and executed by both the City and the property owner.
3. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.
4. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
5. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
6. Any roof top mechanical equipment shall be substantially screen from view from roads. Large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
7. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines.
8. All plans shall be subject to the review and approval of the Fire Marshal.

9. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
10. Prior to commencing construction, the applicant shall obtain all necessary federal, state, and local permits including, but not limited to a MnDot drainage and right-of-way permit.
11. All outdoor storage that extends beyond the building shall be screened from view with a solid fence.

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 24th day of June, 2013.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

**IMPROVEMENT AGREEMENT
FOR LOT 1, BLOCK 1 AND OUTLOT A,
SCHLOMKA FIRST ADDITION
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR LOT 1, BLOCK 1, AND OUTLOT A,
SCHLOMKA FIRST ADDITION,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT, made and entered into on the 24th day of June, 2013, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **Developer.** "Developer" means Schlomka Properties, LLC, a Minnesota limited liability company and its successors and assigns.

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

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

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

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization

- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

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

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

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

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

1.15 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.16 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

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

1.17 Force Majeure. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not

including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.18 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue

statement of material fact or omit any material fact the omission of which would be misleading.

- G. Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

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

- H. Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.

- I. Fee Title.** Schlomka Properties, LLC, a Minnesota limited liability company, owns fee title to the Subject Property.

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

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

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

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

If to Developer: Schlomka Properties, LLC
13540 – 193rd Way East
Hastings, MN 55033

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

ARTICLE 3
DEVELOPER IMPROVEMENTS

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

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

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

Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

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

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

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

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

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

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

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

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

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and Developer. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Developer Improvements shall be provided by the Developer in accord with City standards no later than 90 days after completion and acceptance of the Developer Improvements by the City , unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. As built grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
2. As built storm water facilities, including any underground facilities.
3. Final as-built information shall be submitted in an electronic format compatible with the City 's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 7 **RESPONSIBILITY FOR COSTS**

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

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

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

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

ARTICLE 8 **DEVELOPER WARRANTIES**

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

ARTICLE 9
CITY WARRANTIES

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

ARTICLE 10
INDEMNIFICATION OF CITY

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

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

- i.) all costs and liabilities arising because building permits or Certificates of Occupancy were issued prior to the completion and acceptance of the Developer Improvements.
- j.) all costs and liabilities arising because building permits were issued prior to the Developer obtaining the necessary permits and approval from the Minnesota Department of Transportation relating to grading, drainage and stormwater facilities.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

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

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in

writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

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

ARTICLE 12 **ESCROW DEPOSIT**

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements and prior to obtaining any building permits, the Developer shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit E**.

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

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2016.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

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

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

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

ARTICLE 13 **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of June, 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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1, Block 1, and Outlot A, Schlomka Addition, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Site Plan (Sheet 1 of 6)	5-21-13*	Johnson & Scofield, Inc.
2.) Drainage and Grading Plan (Sheet 2 of 6)	5-21-13*	Johnson & Scofield, Inc.
3.) Erosion Control Plan (Sheet 3 of 6)	5-21-13*	Johnson & Scofield, Inc.
4.) Utility Plan (Sheet 4 of 6)	5-21-13*	Johnson & Scofield, Inc.
5.) Utility Plan Storm Sewer Profile (Sheet 5 of 6)	5-21-13*	Johnson & Scofield, Inc.
6.) Landscape Plan (Sheet 6 of 6)	5-21-13*	Johnson & Scofield, Inc.

*Revised on June 17, 2013.

The above-listed Development Plans were approved by the City Engineer on June 6, 2013.

The Development Plans also include compliance by the Developer with the conditions set forth in the following:

1. E-mail correspondence from City Engineer Tom Kaldunski to Developer dated June 6, 2013;
2. Memorandum from City Engineer Tom Kaldunski to Associate City Planner Heather Botten and City Planner Alan Hunting dated May 15, 2013;
3. Memo from City Engineer Tom Kaldunski to City Planner Alan Hunting dated April 26, 2013;
4. Permit requirements imposed by Minnesota Department of Transportation;

collectively the "Engineering Memo's". The Engineering Memo's are on file with the City.

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the Developer Improvements.
The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	11-15-13 or prior to building permit	erosion control
X	11-15-13 or prior to temporary certificate of occupancy	general site grading, drainage
X	11-15-13 or prior to temporary certificate of occupancy	stormwater facilities (including three basins)
X Public	11-15-13 or prior to temporary certificate of occupancy	24" storm sewer pipe
X	11-15-13 or prior to temporary certificate of occupancy	sewer and water service lines
X	11-15-13 or prior to temporary certificate of occupancy	gravel base on driveway and parking lot
X	6-15-14 or prior to final certificate of occupancy	final wear course of bituminous on driveway and parking lot
X	6-15-14 or prior to final certificate of occupancy	site landscaping

EXHIBIT D

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE PLAT FOR THE SUBJECT PROPERTY.** Before the City releases the Plat for recording for the Subject Property, all the following conditions must be satisfied:
- a.) Developer must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of this Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Developer must pay a park contribution fee of \$17,765 for the Subject Property.
 - f.) Developer must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - g.) Developer must execute an Encroachment Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - h.) Developer must show evidence to the City in the form of a Title Insurance Policy that Schlomka Properties, LLC is the fee owner of the subject property.
 - i.) Developer must deliver a signed Warranty Deed to the City conveying Outlot A, Schlomka First Addition from Schlomka Properties, LLC to the City of Inver Grove Heights. The form of the Warranty Deed is subject to the approval of the City Attorney and the Director of PWD.
 - j.) The Plat must be approved by Dakota County and by Mn/DOT.

2.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES A GRADING PERMIT AND A FOUNDATION PERMIT FOR THE BUILDING ON THE SUBJECT PROPERTY.** Before the City issues a grading permit and a foundation permit for the building on the Subject Property, all the following conditions must be satisfied:

- a.) Developer must execute this Improvement Agreement.
- b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement.
- c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of this Improvement Agreement.
- d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
- e.) Developer must pay a park contribution fee of \$17,765 for the Subject Property.
- f.) Developer must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- g.) Developer must execute an Encroachment Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- h.) Developer must show evidence to the City in the form of a recorded Warranty Deed that Schlomka Properties, LLC is the fee owner of the subject property.
- i.) Developer must deliver a signed Warranty Deed to the City conveying Outlot A, Schlomka First Addition from Schlomka Properties, LLC to the City of Inver Grove Heights. The form of the Warranty Deed is subject to the approval of the City Attorney and the Director of PWD.

The Developer does not have to record the Plat before obtaining a grading permit and a foundation permit. The Developer acknowledges and accepts the risk and liability of beginning grading and foundation work prior to receiving plat approval from Dakota County and from Mn/DOT and prior to receiving the drainage and driveway permit from Mn/DOT with respect to drainage and driveway access.

3.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES A BUILDING PERMIT FOR THE BUILDING ON THE SUBJECT PROPERTY.** Before the City issues a building permit for the building on the Subject Property, all the following conditions must be satisfied:

- a.) All of the conditions in paragraph 1 and 2 of this Exhibit D have been met.
- b.) Developer must complete erosion control measures for the site.
- c.) Developer must have complied with the requirements of Mn/DOT and received a drainage and driveway permit from Mn/DOT.
- d.) Developer must provide a title insurance policy to the City insuring title in the name of the City to Outlot A, Schlomka First Addition in an insured amount of \$5,000. Outlot A, Schlomka First Addition shall not be subject to any liens, mortgages or security interests. Developer shall pay for the title insurance policy.
- e.) Developer must show evidence to the City that the following documents have been recorded:
 - Improvement Agreement
 - Storm Water Facilities Maintenance Agreement
 - Encroachment Agreement
 - Warranty Deed for Outlot A

4.) **CONDITIONS TO BE SATISFIED NO LATER THAN NOVEMBER 15, 2013, OR BEFORE CITY ISSUES A TEMPORARY CERTIFICATE OF OCCUPANCY FOR THE SUBJECT PROPERTY.** No later than November 15, 2013, or before the City issues a temporary certificate of occupancy for the Subject Property, all of the following conditions must be satisfied:

- a.) All of the conditions in paragraph 1, 2 and 3 of this Exhibit D have been met.
- b.) All grading, drainage and erosion control for the Improvements must be completed.
- c.) All storm water facilities, including the three basins and the 24" storm sewer pipe, must be installed and functional to a level reasonably approved by the City Engineer.
- d.) Developer must have fulfilled all of the conditions imposed by the Mn/DOT drainage permit.
- e.) The gravel sub-base in the driveways and parking areas servicing the building must be installed.
- f.) The private sanitary sewer service line shall be installed.

- g.) The private water service line shall be installed.
- 5.) **CONDITIONS TO BE SATISFIED NO LATER THAN JUNE 15, 2014, OR BEFORE CITY ISSUES A CERTIFICATE OF OCCUPANCY FOR THE SUBJECT PROPERTY.** No later than June 15, 2014, or before the City issues a certificate of occupancy for the Subject Property, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraphs 1, 2, 3 and 4 of this Exhibit D have been met.
 - b.) The final wear course of bituminous for the driveways and the parking areas serving the building within the Subject Property for which a Certificate of Occupancy is sought shall be constructed by the Developer and approved by the City and determined by the City to be available for use.
 - c.) All landscaping must be completed.
- 6.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on **Exhibit E** shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.
- 7.) **COMPLIANCE WITH MN/DOT PERMIT.** Developer agrees that it will comply with all requirements imposed by Mn/DOT in connection with issuance of the drainage permit issued by Mn/DOT. No temporary certificate of occupancy will be issued until the Developer has fully complied with the conditions of the Mn/DOT drainage permit.
- 8.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per acre amount of \$5,500, multiplied by the number of acres in the Plat. There are 3.23 acres in the Plat and as a result, the park contribution is \$17,765 (3.23 acres multiplied by \$5,500 per acre). The park dedication fee must be paid before the City signs the Plat.
- 9.) **MOWING GRASS ON OUTLOT A.** The City hereby grants the Landowner permission to mow the grass on Outlot A, Schlomka First Addition. The manner of mowing shall be as set forth in a letter from the City to the Developer. The letter may be modified from time to time. The Developer shall follow the requirements set forth in the most recent letter given by the City from time to time. This permission may be revoked at any time by the City, with or without cause.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.) Site grading, drainage and erosion control	\$
2.) Stormwater Facilities (including three private basins)	\$
3.) Sewer and water service lines	\$
4.) Landscaping	\$
5.) Gravel base and final wear course of bituminous	\$
6.) As-built Record Plans	\$
7.) Construction debris clean-up	\$
<u>ESCROW AMOUNT:</u>	\$
Multiplied by	<u>1.25</u>
TOTAL ESCROW AMOUNT:	\$

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition, the Owner shall deposit \$4,000 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 Developer 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 Subject Property and failures, if any, of the Developer to comply with maintenance obligations for stormwater facilities 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.

Upon satisfactory completion of the Developer Improvements as determined by the Director of PWD, the City shall return the remaining balance of the Engineering Escrow Amount to the Developer except for \$1,500. The City shall return to the Developer any remaining portion of the \$1,500 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 or maintenance obligations for stormwater facilities exceed the initially deposited \$4,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 1, BLOCK 1, SCHLOMKA FIRST ADDITION
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 24th day of June, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Schlomka Properties, LLC, a Minnesota limited liability company (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Schlomka Properties, LLC, a Minnesota limited liability company, and its successors and assigns.

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

Any existing or future stormwater basins, storm water pipes, ponds, conduits, culverts, ditches, catch basins, storm water quality structures or storm water collection ponds and appurtenances lying within the Landowner Property. The 18” diameter corrugated metal pipes (CMP) under the driveway are a part of the Storm Water Facilities. The drain tiles are part of the Storm Water Facilities.

Notwithstanding the above, the 24” diameter reinforced concrete pipe (RCP) within the City Easement is not part of the Storm Water Facilities; further, any RCP of a minimum 15” diameter within a City utility and drainage easement that conveys public storm water is not part of the Storm Water Facilities.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Site Plan (Sheet 1 of 6) dated May 21, 2013, revised on June 17, 2013, and approved by the City Engineer on June 6, 2013, and that certain Drainage and Grading Plan (Sheet 2 of 6) dated May 21, 2013, revised on June 17, 2013, and approved by the City Engineer on June 6, 2013. The Storm Water Facility Plan is on file with the City and is attached to this Agreement as part of Exhibit D.

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

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

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

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

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

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.

- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to November 15, 2013, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.

- e. The Standard of Maintenance shall include but not be limited to each of the following:
- i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
 - iv.) The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

- g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

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

ARTICLE 5 **MISCELLANEOUS**

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

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of

its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

If to Landowner: Schlomka Properties, LLC
13540 – 193rd Way East
Hastings, MN 55033

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

[Remainder of Page Intentionally Left Blank]

**LANDOWNER:
SCHLOMKA PROPERTIES, LLC**

By: _____
Donald E. Schlomka
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of June, 2013, before me a Notary Public within and for said County, personally appeared Donald E. Schlomka, to me personally known, who being by me duly sworn did say that he is the Chief Manager of Schlomka Services, LLC, a Minnesota limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Chief Manager acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1, Block 1, Schlomka First Addition, Dakota County, Minnesota.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

EXHIBIT C
ANNUAL INSPECTION FORM

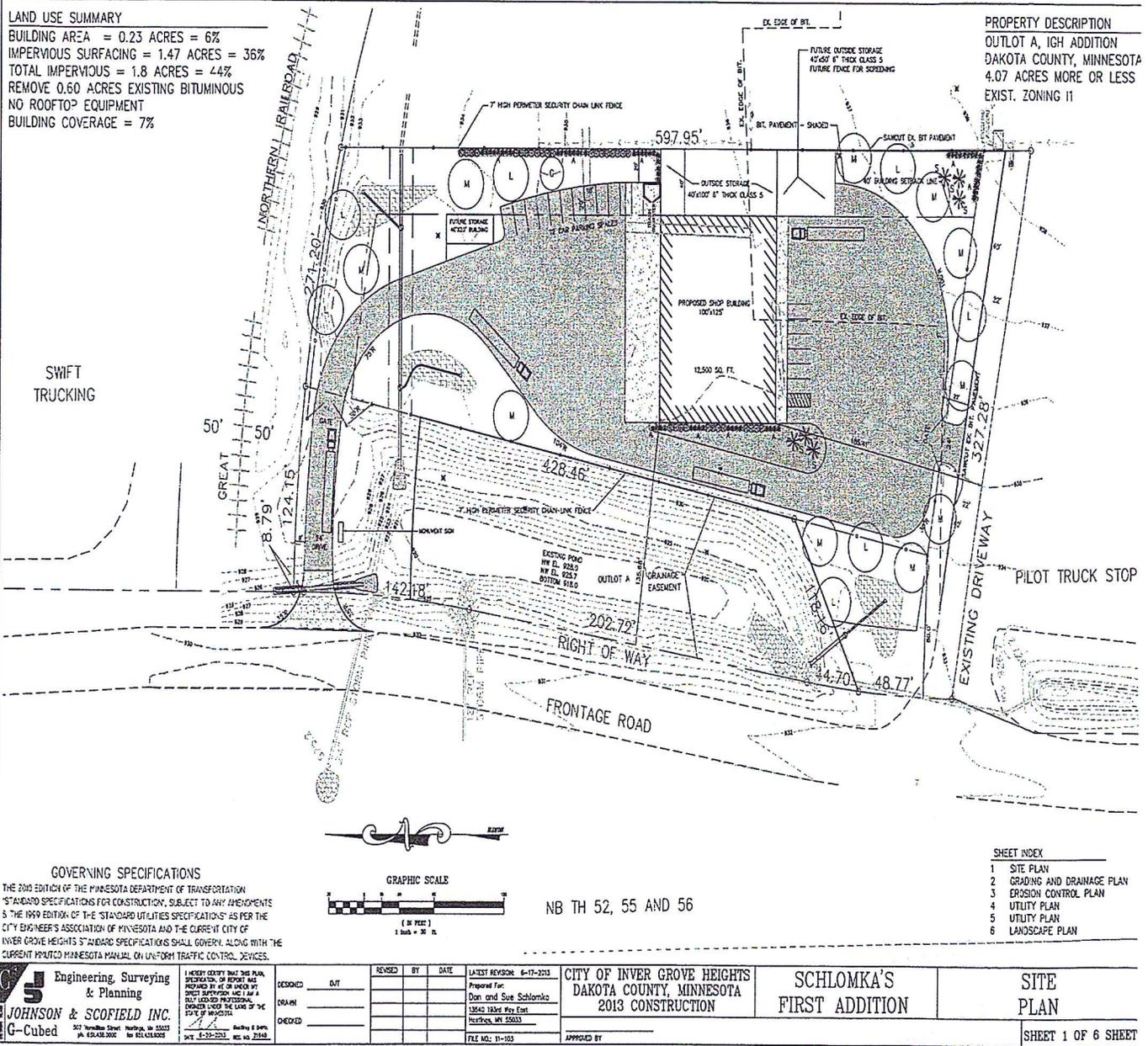
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLICIT DISCHARGE	Y	N			
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

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

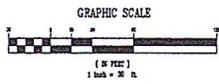
EXHIBIT D STORM WATER FACILITY PLAN



LAND USE SUMMARY
 BUILDING AREA = 0.23 ACRES = 6%
 IMPERVIOUS SURFACING = 1.47 ACRES = 36%
 TOTAL IMPERVIOUS = 1.8 ACRES = 44%
 REMOVE 0.60 ACRES EXISTING BITUMINOUS
 NO ROOFTOP EQUIPMENT
 BUILDING COVERAGE = 7%

PROPERTY DESCRIPTION
 OUTLOT A, IGH ADDITION
 DAKOTA COUNTY, MINNESOTA
 4.07 ACRES MORE OR LESS
 EXIST. ZONING I1

GOVERNING SPECIFICATIONS
 THE 2004 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
 STANDARD SPECIFICATIONS FOR CONSTRUCTION, SUBJECT TO ANY AMENDMENTS
 & THE 1999 EDITION OF THE 'STANDARD UTILITIES SPECIFICATIONS' AS PER THE
 CITY ENGINEERS ASSOCIATION OF MINNESOTA AND THE CURRENT CITY OF
 INVER GROVE HEIGHTS STANDARD SPECIFICATIONS SHALL GOVERN, ALONG WITH THE
 CURRENT MINNICO MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

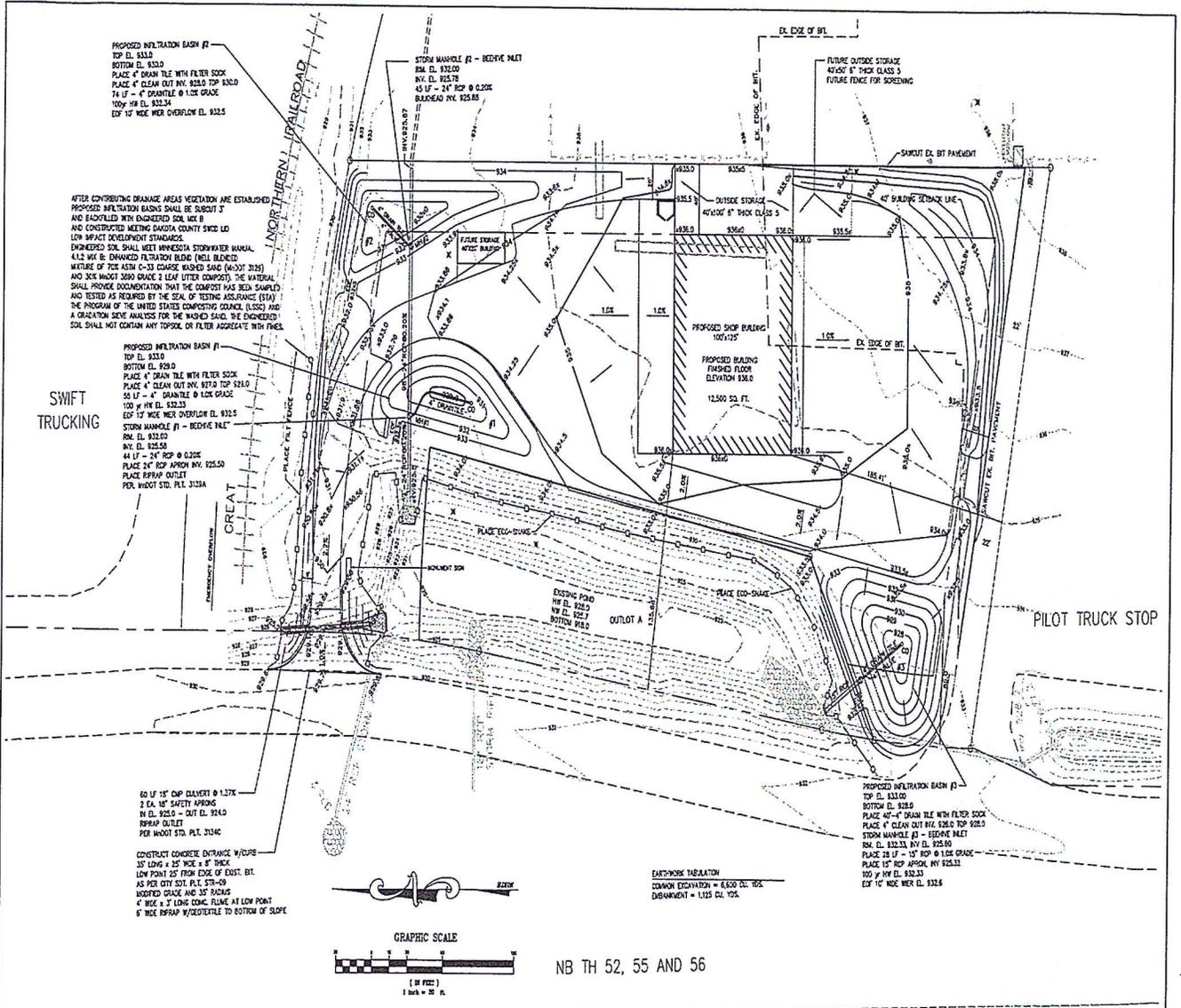


NB TH 52, 55 AND 56

SHEET INDEX

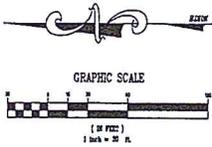
1	SITE PLAN
2	GRADING AND DRAINAGE PLAN
3	EROSION CONTROL PLAN
4	UTILITY PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN

 Engineering, Surveying & Planning JOHNSON & SCOFIELD INC. 301 Mendota Street, Inver Grove Heights, MN 55033 G-Cubed	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A duly LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. Date: 8-23-2013, Exp. 08-23-2018	DESIGNED	BY	DATE	LATEST REVISION: 6-17-2013 Prepared For: Don and Sue Schlomka 13840 184th Way East Inver Grove Heights, MN 55033	CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA 2013 CONSTRUCTION	SCHLOMKA'S FIRST ADDITION	SITE PLAN
		DRAWN	CHECKED	FILE NO.: 11-103	APPROVED BY:	SHEET 1 OF 6 SHEET		



SWIFT TRUCKING

PILOT TRUCK STOP



NB TH 52, 55 AND 56

	Engineering, Surveying & Planning JOHNSON & SCOFIELD INC. 507 Franklin Street Inver Grove Heights, MN 55002 PH: 651.488.2020 FAX: 651.488.2025	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	DESIGNED: <u> </u> DAT: <u> </u> DRAWN: <u> </u> CHECKED: <u> </u>	REVISION BY: <u> </u> DATE: <u> </u> LATEST REVISION: 6-17-2013 Prepared For: Don and Sue Schlomka 13640 115th Ave East Inver Grove, MN 55003	CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA 2013 CONSTRUCTION	SCHLOMKA'S FIRST ADDITION	DRAINAGE AND GRADING PLAN
	507 Franklin Street Inver Grove Heights, MN 55002 PH: 651.488.2020 FAX: 651.488.2025	SHEET NO. 11-103	APPROVED BY: <u> </u>	SHEET 2 OF 6 SHEETS			

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 1, BLOCK 1, SCHLOMKA FIRST ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (Agreement) is made this 24th day of June, 2013, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Schlomka Properties, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

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

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

The permanent drainage and utility easement located in the northwest corner of Lot 1, Block 1, Schlomka First Addition dedicated on the recorded plat of Schlomka First Addition, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Schlomka Properties, LLC a Minnesota limited liability company, and its 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: Schlomka Properties, LLC
13540 – 193rd Way East
Hastings, MN 55033

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 following improvements to be constructed on the Subject Land in the City Easement:

- Bituminous driveways
- Monument sign
- Gate and electronic card reader
- Fencing

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

1.9 Construction Plan. “Construction Plan” means the Site Plan prepared by Johnson & Scofield, Inc. dated May 21, 2013 and revised June 17, 2013, attached as **Exhibit B** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs

of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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

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

ARTICLE 2 **RECITALS**

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

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the 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 locations specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

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 at the locations specified in the Construction Plan. 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 24th day of June, 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:
SCHLOMKA PROPERTIES, LLC**

By: _____
Donald E. Schlomka
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of June, 2013, before me a Notary Public within and for said County, personally appeared Donald E. Schlomka, to me personally known, who being by me duly sworn did say that he is the Chief Manager of Schlomka Services, LLC, a Minnesota limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Chief Manager acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

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

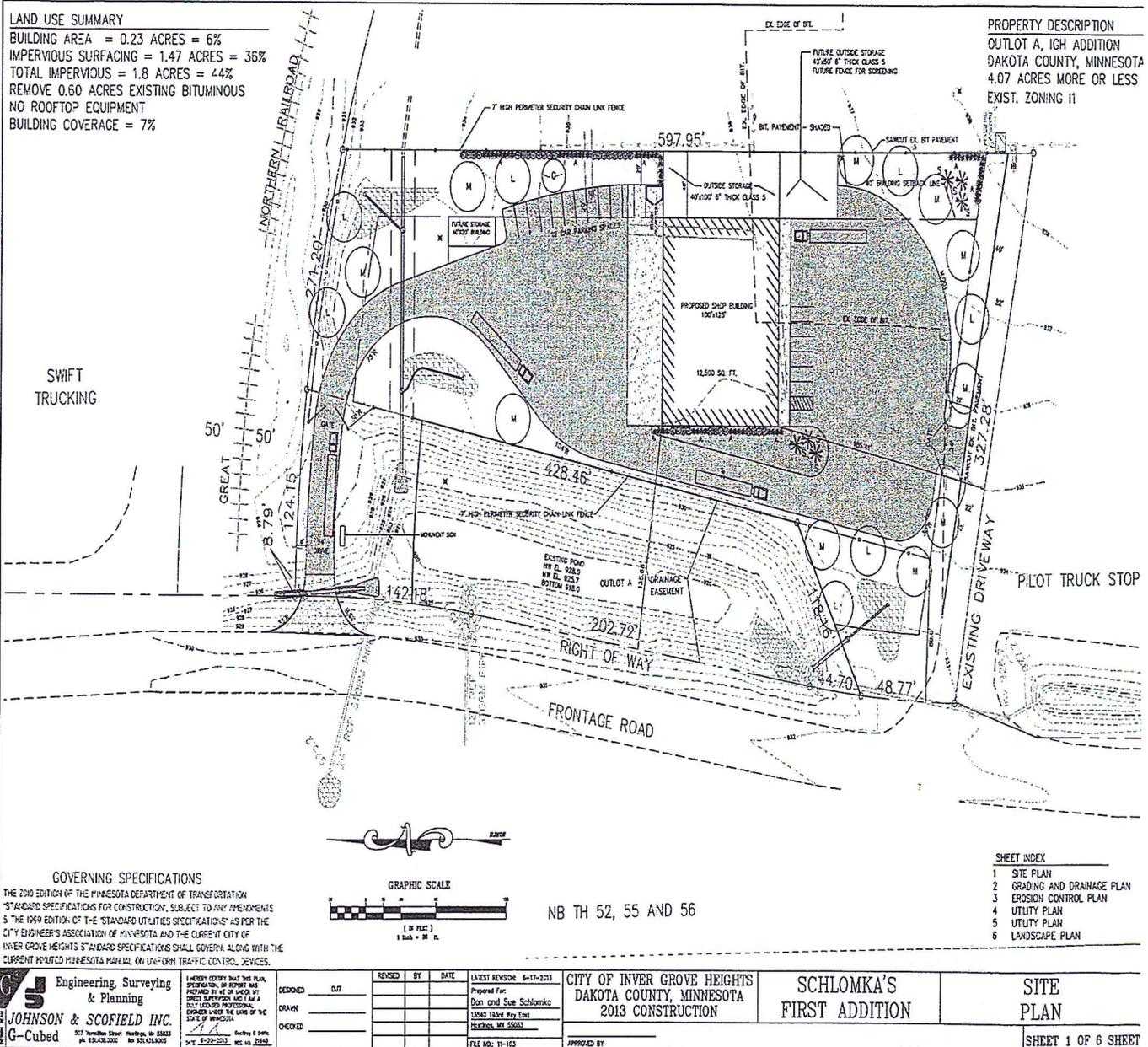
After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 1, Block 1, Schlomka First Addition, according to the recorded plat thereof on file and of record with the County Recorder of Dakota County, Minnesota.

EXHIBIT B CONSTRUCTION PLAN



**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: June 4, 2013

SUBJECT: **DON AND SUE SCHLOMKA – CASE NO. 13-19SC**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a final plat for a one lot subdivision, a conditional use permit for a contractor's yard with outdoor storage, and a major site plan review to construct a 12,500 square foot building, for the property located north of the Travel Plaza, east of Highway 52. 11 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the property is zoned I-1 and the applicants are requesting to construct a 12,500 square foot building that would be for the maintenance and repair of fleet vehicles for a family-owned business. Additionally the site would be used for outdoor storage of portable restroom rentals. There would be no retail sales on site, one main access point onto the frontage road as well as a secondary access to the Travel Plaza, and a seven foot high perimeter chain link fence surrounding the property. The site plan also identifies an 800 square foot future storage building located north of the proposed building. If the future outdoor storage area is ever put in place it must be screened with a solid fence. The request was sent to MNDOT for review. The City is anticipating a response from them this week. Staff recommends approval of the plat with the condition listed, and approval of the conditional use permit and major site plan review with the nine conditions listed, as well as an additional condition requiring that prior to commencing construction the applicant shall obtain all necessary federal, state, and local permits including, but not limited to, a MNDOT right-of-way permit. Staff has not heard from any of the neighbors.

Chair Hark asked how high the screening would have to be around the proposed future storage area.

Ms. Botten replied seven foot would be the maximum height.

Commissioner Wippermann asked if screening of the future storage area should be added as a condition of approval.

Ms. Botten replied it was a code requirement so it would not have to be listed as a condition; however, a condition could be added requiring that any storage beyond the building shall be screened in.

Opening of Public Hearing

Dan Tilsen, G-Cubed Engineering, Hastings, advised that he and the owners understood the recommendations and were in agreement with the conditions listed in the report. He advised

that MNDOT has given them a preliminary indication that they have no issues with the request; however, they do not yet have a formal response. They have already applied for MNDOT permits for right-of-way, right of access, and a drainage permit. He advised that the applicant's three generation business is currently renting property in Inver Grove Heights and has 15 employees.

Chair Hark closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Klein, second by Commissioner Scales, to approve the request for a final plat for a one lot subdivision, a conditional use permit for a contractor's yard with outdoor storage, and a major site plan review to construct a 12,500 square foot building, for the property located north of the Travel Plaza, east of Highway 52.

Commissioner Simon asked if the motion included the extra condition added by Ms. Botten requiring that prior to commencing construction the applicant shall obtain all necessary federal, state, and local permits as well as an additional condition requiring that any storage beyond the building shall be screened in.

Commissioner Klein replied in the affirmative.

Motion carried (8/0). This item goes to the City Council on June 24, 2013.

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

REPORT DATE: May 30, 2013

CASE NO: 13-19SC

HEARING DATE: June 4, 2013

APPLICANT / PROPERTY OWNER: Don and Sue Schlomka

REQUEST: Final Plat, Major Site Plan Approval and Conditional Use Permit

LOCATION: Property north of the Travel Plaza, east of Hwy 52.

COMPREHENSIVE PLAN: LI, Light Industrial

ZONING: I-1, Limited Industry

REVIEWING DIVISIONS: Planning
 Engineering

PREPARED BY: Heather Botten
 Associate Planner



BACKGROUND

The applicants are proposing to develop the vacant property located north of the Travel Plaza. The project consists of a 12,500 square foot building to be used for maintenance and repairs of fleet vehicles for a family owned business. Schlomka's Vac Truck Service currently leases space on the Travel Plaza property and they are looking to expand. In addition to the contractors yard, the site would be used for outdoor storage of portable restroom rentals. There would be no retail sales on site. The applicant's are requesting one main access point onto the frontage road. There would be a seven foot high perimeter fence around the property. The site plan also identifies an 800 square foot future storage building located north of the proposed building.

The specific request includes the following:

- a. A **Final Plat** for a one lot, one outlot subdivision;
- b. A **Conditional Use Permit** for a contractors yard with outdoor storage;
- c. A **Major Site Plan Review** to construct a 12,500 square foot building.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North-Swift Transport; zoned I-1; guided LI
East - IGH Distribution; zoned I-1; guided LI
South -Travel Plaza; zoned I-1; guided LI
West - Hwy 52

FINAL PLAT

Lots and Block. The lot was platted as an outlot in 2007 with the plat known as IGH Addition. Since the property has already been platted it does not need to go through the preliminary plat process. The final plat is a one lot, one outlot subdivision to be known as Schlomka's First Addition. The site is 4.07 acres; Lot 1 is 3.23 acres and the outlot is .84 acres. As proposed, the lot meets and exceeds minimum lot size and width standards. The outlot is unbuildable and incorporates a stormwater basin that is currently owned by MnDot and is anticipated to be turned over to the City by the end of 2013.

Park Dedication. Park dedication is required based on the current fee schedule of \$5,500 per acre in the "I" district. Lot 1 is 3.23 acres which would have a park dedication fee of \$17,765. This fee is collected prior to plat release.

SITE PLAN REVIEW

Lot Size/Width. The subject site is located within a I-1, Limited Industry zoning district which has a minimum lot size of 1 acre and a minimum lot width of 100 feet. The subject lot is about 3.23 acres in size and about 574 feet wide. The subject lot meets the minimum lot size and width requirements.

Setback Standards. The building setbacks of 40 feet from property lines would be met.

Impervious Surface/Building Coverage. There is no maximum impervious surface requirement for the property. The I-1 district allows up to 30% building coverage. Including the proposed shop building and the future 800 square foot storage building the property would be at about 9% building coverage.

Access/Parking. The applicant is proposing one main access off the frontage road along the north side of the property. There would be one additional access point on the south side of the property that would access the Travel Plaza site.

The project has 18 parking spaces proposed. The applicant has stated that no customers would be coming to the site; the parking would only be used for employees. Typically there would not be more than a few employees at the building at one time. The proposed parking meets requirements.

Landscaping. Based on the size of the property, the applicants are required to plant the equivalent of 35 trees to meet the landscaping requirements. The applicants are proposing to plant 16 maple and spruce trees, along with some linden and a crabapple tree. The site would also have arborvitae and shrubs. The proposed plan meets the landscaping requirements.

Exterior Materials. The proposed building materials of rock face block, stucco and metal panels comply with code requirements.

Lighting. There is no parking lot lighting proposed. All building lighting shall be designed so as to deflect light away from any adjoining public streets. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Signage. All signage must comply with the signage allotment for the “I-1” zoning district. Signage is not approved with this plan review and would be reviewed with the submittal of a sign permit.

Outdoor Storage. The outdoor storage is proposed to be located east of the shop building. The storage area shall be screened from view from the public right-of-way. The outdoor storage is shown to be located behind the building, meeting this requirement. There is a future expansion area shown on the plan, extending beyond the building. If this area is used for storage screening is required. The outdoor storage shall be setback at least five feet from the east property line.

Fencing/Screening. The applicant is proposing a seven (7) foot high chain link fence around the perimeter of the property with gates across the drive areas. The plan shows a future storage area that extends south of the building, all outdoor storage that extends beyond the building shall be screened with a solid fence.

Any roof top mechanical equipment shall be substantially screen from view from roads. Large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.

Grading and Drainage. Engineering has reviewed the plans and has been working with the applicant on storm water and grading requirements. Engineering has made some recommendations on conditions that should be added to the approval; these conditions are included in the list of conditions at the end of this report. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.

Other Agency Review. This request was sent to the MnDOT for review. The City has not yet received a response. Prior to commencing construction, the applicant shall obtain all necessary federal, state, and local permits including, but not limited to a MnDot right-of-way permit.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Limited Industrial a contractors yard with outdoor storage is consistent with the uses envisioned in this district.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The applicant's property is zoned industrial. The land use of a contractors yard/truck service is consistent with the intent of the I-1 zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed building and land use would not have a negative impact on the surrounding area as it lies within an area of the City that is currently industrially developed.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

This industrial neighborhood is all developed and the land use patterns set. The proposed addition would not have an adverse impact on fire protection or on any city service.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. Aesthetics/exterior appearance*

All four sides of the building shall have an equally attractive or the same fascia as the front of the building.

- ii. Noise*

The proposed use would not generate noises that are inconsistent with I-1 zoning.

- iii. Fencing, landscaping and buffering*

Security fencing is proposed around the perimeter of the property and screening is required for the outdoor storage if it extends beyond the building.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

There would be one new access along the frontage road. The amount of traffic would not really be changing as the applicant currently leases space out of the Travel Plaza building. Building setbacks exceed code requirements.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

All storm water requirements will be addressed in final plans approved by Engineering.

ALTERNATIVES

The Planning Commission has the following actions available for the request:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following actions should be taken:
- Approval of the **Final Plat** for a one lot, one outlot subdivision to be known as Schlomka's First Addition subject to the following conditions:
 1. Park dedication shall be a cash contribution for Lot 1 of \$17,765 to be paid by the property owner at time of plat release.
 - Approval of the **Major Site Plan Review and Conditional Use Permit** for a contractors yard with outdoor storage subject to the following conditions:
 1. The final plat and accompanying plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Final Plat	No Date
Site Plan	dated 5/21/13
Drainage and Grading Plan	dated 5/21/13
Utility Plan	dated 5/21/13
Landscape Plan	dated 5/21/13
Elevation Plans (2 sheets)	dated 5/3/13

2. An improvement agreement shall be prepared by the City Attorney and executed by both the City and the property owner.
3. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.
4. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
5. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
6. Any roof top mechanical equipment shall be substantially screen from view from roads. Large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
7. All parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not visible from property lines.
8. All plans shall be subject to the review and approval of the Fire Marshal.
9. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

B. Denial. If the Planning Commission does not favor the proposed applications or portions thereof, the above request or requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

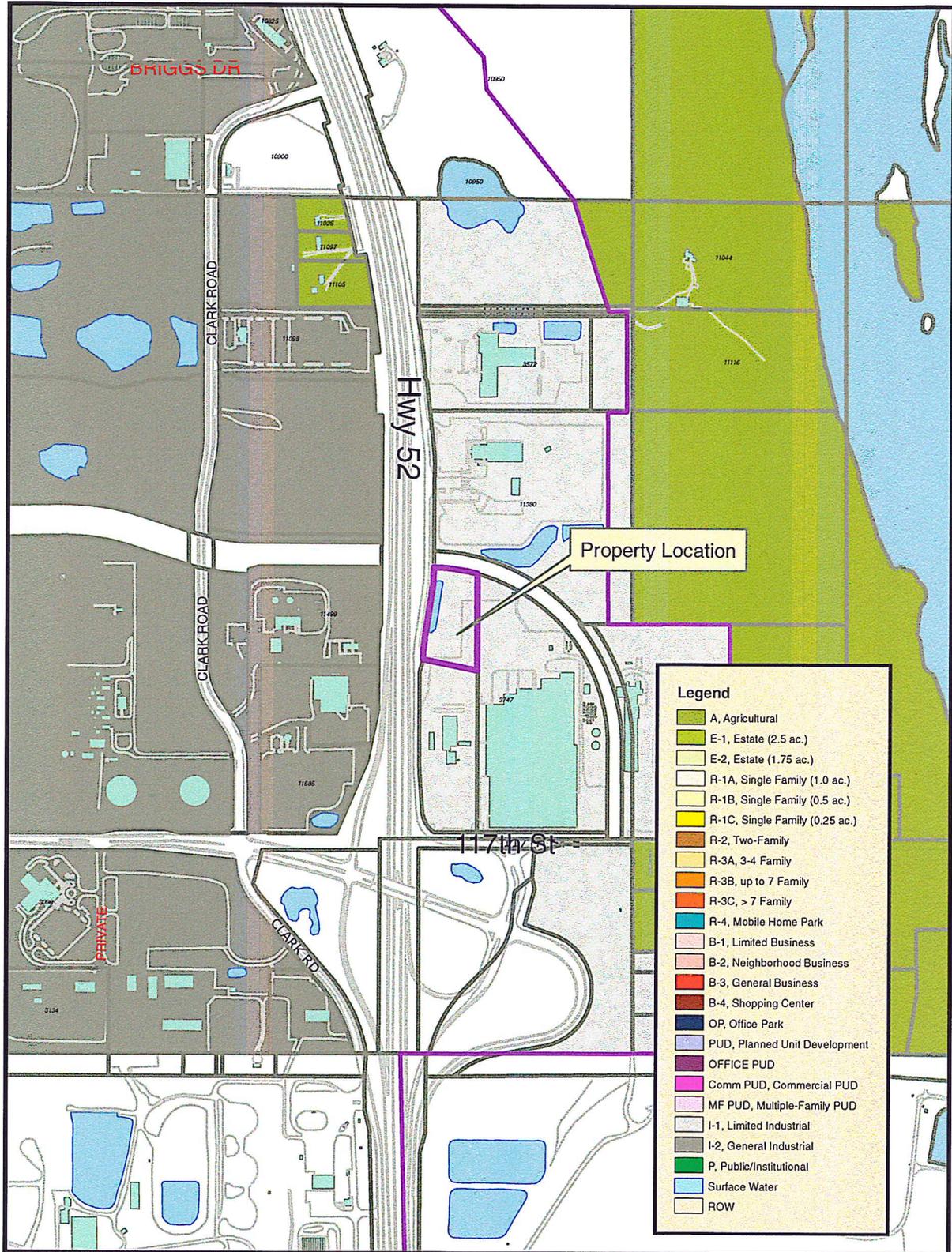
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the requests.

- Attachments:
- | | |
|----------------------------|---------------------|
| a- Zoning and Location Map | e- Grading Plan |
| b- Applicant Narrative | f- Landscaping Plan |
| c- Plat | g- Elevations |
| d- Site Plan | |



Schlomka Case No. 13-19SC



Legend	
[Green]	A, Agricultural
[Light Green]	E-1, Estate (2.5 ac.)
[Yellow-Green]	E-2, Estate (1.75 ac.)
[White]	R-1A, Single Family (1.0 ac.)
[Light Yellow]	R-1B, Single Family (0.5 ac.)
[Yellow]	R-1C, Single Family (0.25 ac.)
[Orange]	R-2, Two-Family
[Light Orange]	R-3A, 3-4 Family
[Dark Orange]	R-3B, up to 7 Family
[Red-Orange]	R-3C, > 7 Family
[Teal]	R-4, Mobile Home Park
[Light Pink]	B-1, Limited Business
[Pink]	B-2, Neighborhood Business
[Red]	B-3, General Business
[Dark Red]	B-4, Shopping Center
[Dark Blue]	OP, Office Park
[Light Blue]	PUD, Planned Unit Development
[Purple]	OFFICE PUD
[Magenta]	Comm PUD, Commercial PUD
[Light Purple]	MF PUD, Multiple-Family PUD
[Light Grey]	I-1, Limited Industrial
[Dark Grey]	I-2, General Industrial
[Green]	P, Public/Institutional
[Light Blue]	Surface Water
[Yellow]	ROW

N
Map not to scale

Exhibit A
Zoning and Location Map

May 6th, 2013

TO: The City of Inver Grove Heights

We were incorporated in 2000 as Schlomka's Vac Truck Service. We are a third generation business evolving from a family owned septic company which was started in the late 1930's. The owner, Don Schlomka started in the refinery in 1979. Our main focus in business is providing vac support to refineries, pipelines, and other commercial businesses. We specialize in hydro- excavation, chemical cleaning, environmental remediation, and petroleum transferring. Over 90% of our business comes directly from Flint Hills Resources. The other 10% of our work is with companies such as Koch Pipeline, Magellan Pipeline, and Metropolitan Council.

With Flint Hills Resources being our biggest customer, we have grown to accommodate their needs. In 2000 we employed only four employees, and currently we have fifteen working on site. Our employees work 365 days of the year.

While most of our equipment is stored directly on site inside the refinery, we do also currently lease a shop space. The shop we hope to build is to be used for our business to repair and maintain our equipment. We are not a retail business.

Our Son, Dan Schlomka will also use this facility. He operates a growing portable restroom rental business. His main customers include Flint Hills Refinery, The City of Cannon Falls, The City of Farmington, and The City of Miesville. He will be storing rental units in the winter months. He will not be emptying wastewater onsite. The units are pumped out and the waste is emptied at Empire Treatment Facility or another permitted treatment facility.

Thank you,



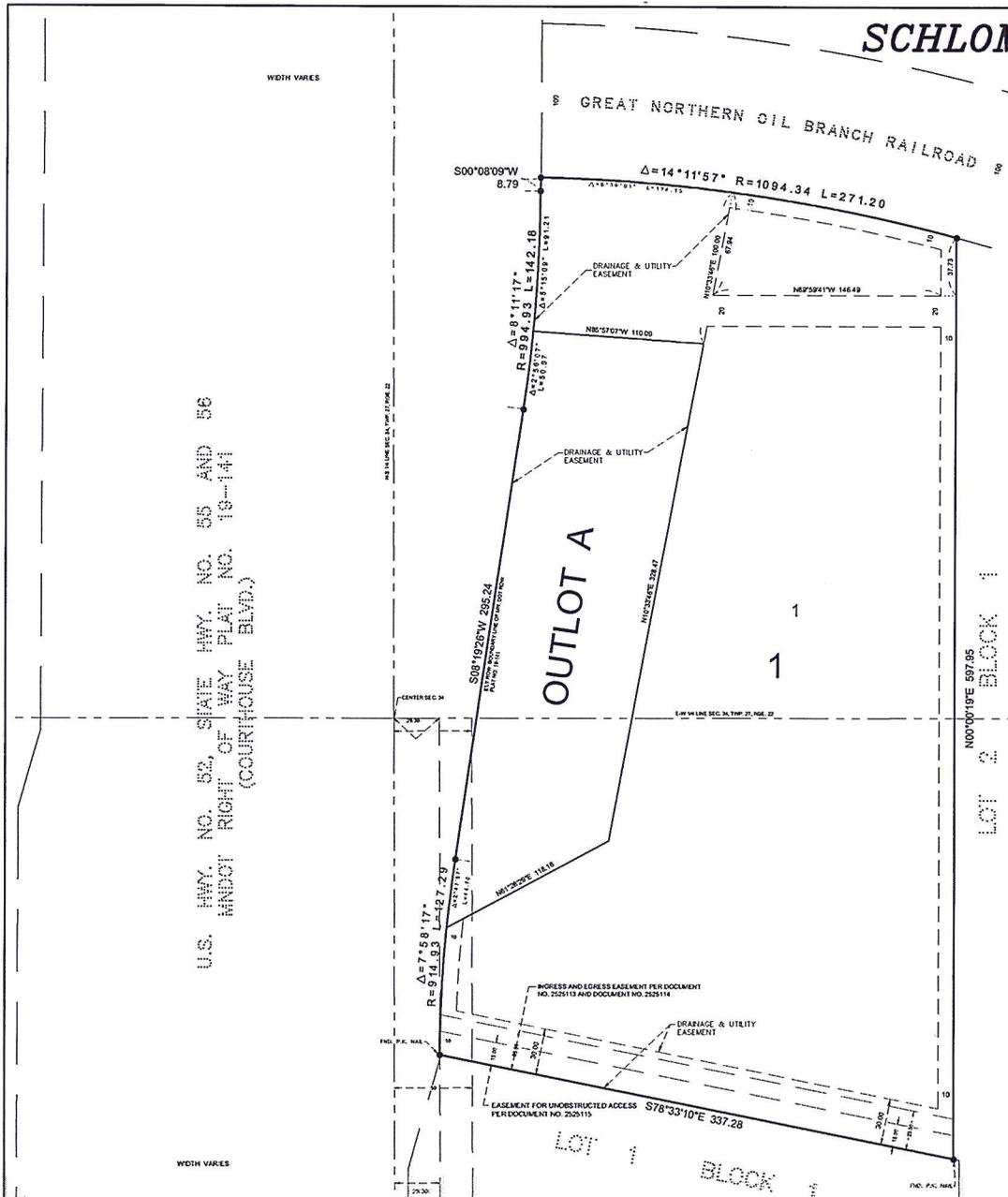
Don & Sue Schlomka

Schlomka's Vac Truck Service Inc.
13540 193rd Way East
Hastings, MN 55033
Ph: 651.437.7284
Fax: 651.437.9405
Email: office@svtsinc.com



3

SCHLOMKA FIRST ADDITION



KNOW ALL PERSONS BY THESE PRESENTS: That Schlomka Properties, LLC, a Minnesota limited liability company, owner of the following described property:

Outlot A, IGH ADDITION, according to the recorded plat thereof, on file in the office of the Registrar of Titles, Dakota County, Minnesota.

Have caused the same to be surveyed and plotted as SCHLOMKA FIRST ADDITION and do hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said Schlomka Properties, LLC, a Minnesota Limited Liability Company, has caused these presents to be signed by its proper officer this ____ day of ____ 20__.

Signed: SCHLOMKA PROPERTIES, LLC
_____, its _____
STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____ of Schlomka Properties, LLC, a Minnesota limited liability company on behalf of the company.

Notary Public, _____
My Commission expires _____

SURVEYORS CERTIFICATE

I, Mitchell A. Scofield, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of ____ 20__

Mitchell A. Scofield, Licensed Land Surveyor
Minnesota License No. 48634

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____ by Mitchell A. Scofield.

Notary Public, _____
My Commission expires _____

CITY PLANNING COMMISSION
Approved by the Planning Commission of the Inver Grove Heights of _____ Minnesota, this ____ day of ____ 20__.

By _____, Chairman By _____, Secretary

CITY COUNCIL
This plat was approved by the City Council of Inver Grove Heights, Minnesota, this ____ day of ____ 20__ and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By _____, Mayor By _____, Clerk

COUNTY SURVEYOR
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of ____ 20__.

Todd B. Tellefsen
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of ____ 20__.

_____, Director
Department of Property Taxation and Records

REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of SCHLOMKA FIRST ADDITION was filed in the office of the Registrar of Titles for public record on this ____ day of ____ 20__, at ____ o'clock ____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

_____, Registrar of Titles By _____, Deputy

NO MONUMENT SYMBOL SHOWN ON THE PLAT INDICATES A 1 INCH BY 18 INCH IRON PIPE HAVING A PLASTIC CAP BEARING LAND SURVEYOR LICENSE 48634 TO BE SET ACCORDING TO MINNESOTA STATUTES, AND SHALL BE IN PLACE WITHIN ONE YEAR OF THE RECORDING DATE OF THIS PLAT.

- DENOTES A PLACED 1 INCH BY 18 INCH IRON PIPE HAVING A PLASTIC CAP BEARING LAND SURVEYOR LICENSE NO. 48634.
- DENOTES FOUND IRON MONUMENT.
- ⊕ DENOTES FOUND COUNTY MONUMENT.



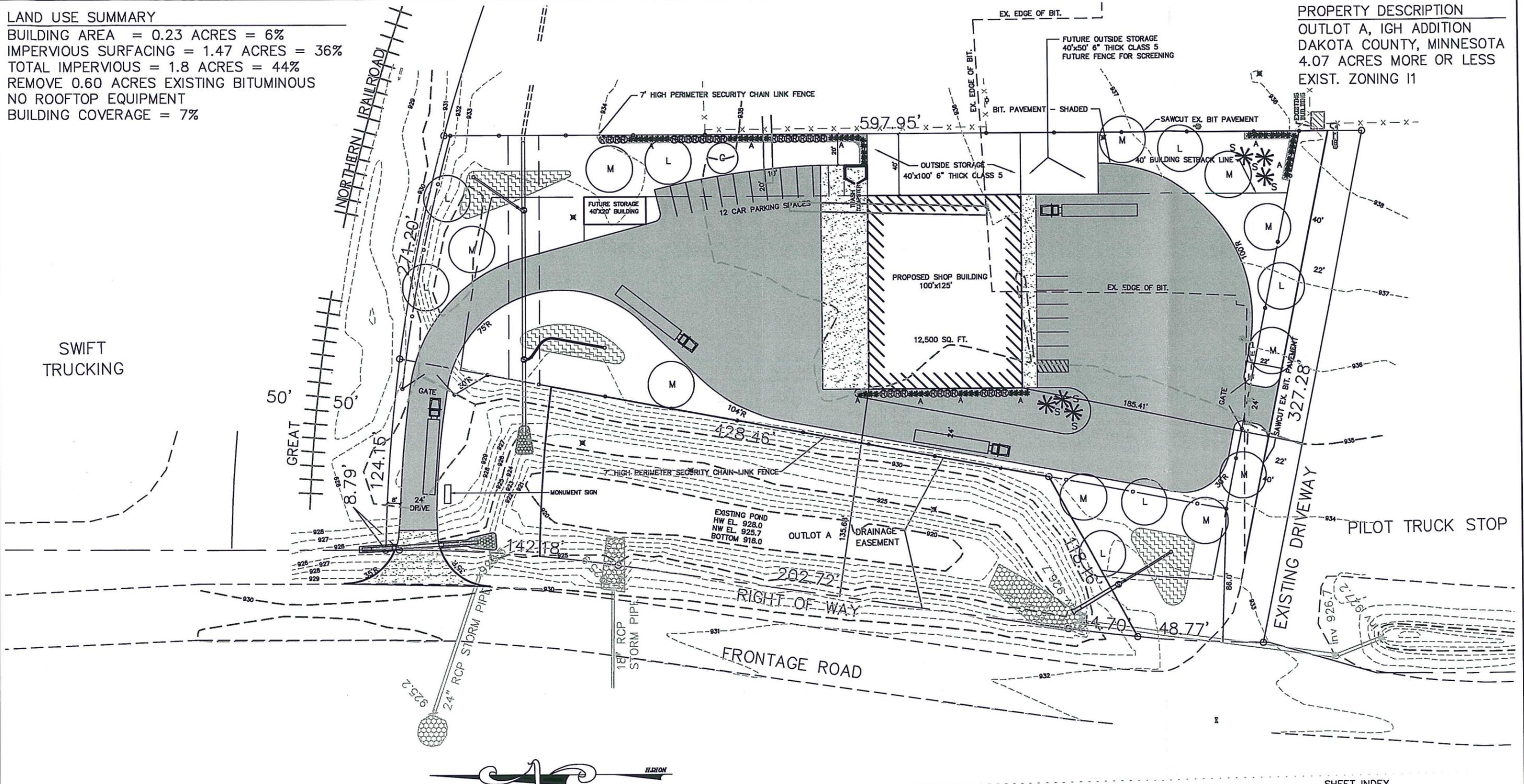
Scale in Feet

Engineering, Surveying & Planning
JOHNSON & SCOFIELD INC.
G.G.G., INC.
507 Vermilion Street
Hastings, MN 55033
ph. 651.438.0000 fax 651.438.9005

LAND USE SUMMARY

BUILDING AREA = 0.23 ACRES = 6%
 IMPERVIOUS SURFACING = 1.47 ACRES = 36%
 TOTAL IMPERVIOUS = 1.8 ACRES = 44%
 REMOVE 0.60 ACRES EXISTING BITUMINOUS
 NO ROOFTOP EQUIPMENT
 BUILDING COVERAGE = 7%

PROPERTY DESCRIPTION
 OUTLOT A, IGH ADDITION
 DAKOTA COUNTY, MINNESOTA
 4.07 ACRES MORE OR LESS
 EXIST. ZONING I1



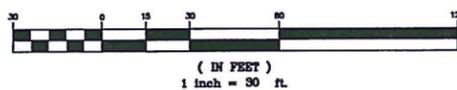
SWIFT TRUCKING

PILOT TRUCK STOP

GOVERNING SPECIFICATIONS

THE 2010 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", SUBJECT TO ANY AMENDMENTS & THE 1999 EDITION OF THE "STANDARD UTILITIES SPECIFICATIONS" AS PER THE CITY ENGINEER'S ASSOCIATION OF MINNESOTA AND THE CURRENT CITY OF INVER GROVE HEIGHTS STANDARD SPECIFICATIONS SHALL GOVERN. ALONG WITH THE CURRENT MMUTCD MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

GRAPHIC SCALE



NB TH 52, 55 AND 56

SHEET INDEX

- 1 SITE PLAN
- 2 GRADING AND DRAINAGE PLAN
- 3 EROSION CONTROL PLAN
- 4 UTILITY PLAN
- 5 UTILITY PLAN
- 6 LANDSCAPE PLAN

Engineering, Surveying & Planning
JOHNSON & SCOFIELD INC.
 G-Cubed
 507 Vermillion Street Hastings, Mn 55033
 ph. 651.438.0000 fax 651.438.9005

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
 Geoffrey O Griffin
 DATE 6-20-2013 REG. NO. 21940

DESIGNED	REVISD	BY	DATE
DJT			
DRAWN			
CHECKED			

LATEST REVISION: 6-17-2013
 Prepared For: Don and Sue Schlomka
 13540 193rd Way East
 Hastings, MN 55033
 FILE NO.: 11-103

CITY OF INVER GROVE HEIGHTS
 DAKOTA COUNTY, MINNESOTA
 2013 CONSTRUCTION
 APPROVED BY _____

**SCHLOMKA'S
 FIRST ADDITION**

**SITE
 PLAN**

SHEET 1 OF 6 SHEETS

PROPOSED INFILTRATION BASIN #2
 TOP EL. 933.0
 BOTTOM EL. 930.0
 PLACE 4" DRAIN TILE WITH FILTER SOCK
 PLACE 4" CLEAN OUT INV. 928.0 TOP 930.0
 74 LF - 4" DRAINTILE @ 1.0% GRADE
 100 yr HW EL. 932.34
 EOF 10' WIDE WIER OVERFLOW EL. 932.5

STORM MANHOLE #2 - BEEHIVE INLET
 RIM. EL. 932.00
 INV. EL. 925.78
 45 LF - 24" RCP @ 0.20%
 BULKHEAD INV. 925.88

FUTURE OUTSIDE STORAGE
 40'x50' 6" THICK CLASS 5
 FUTURE FENCE FOR SCREENING

AFTER CONTRIBUTING DRAINAGE AREAS VEGETATION ARE ESTABLISHED
 PROPOSED INFILTRATION BASINS SHALL BE SUBCUT 3"
 AND BACKFILLED WITH ENGINEERED SOIL MIX B
 AND CONSTRUCTED MEETING DAKOTA COUNTY SWCD LID
 LOW IMPACT DEVELOPMENT STANDARDS.
 ENGINEERED SOIL SHALL MEET MINNESOTA STORMWATER MANUAL
 4.1.2 MIX B: ENHANCED FILTRATION BLEND (WELL BLENDED
 MIXTURE OF 70% ASTM C-33 COARSE WASHED SAND (MNDOT 3126)
 AND 30% MNDOT 3890 GRADE 2 LEAF LITTER COMPOST). THE MATERIAL
 SHALL PROVIDE DOCUMENTATION THAT THE COMPOST HAS BEEN SAMPLED
 AND TESTED AS REQUIRED BY THE SEAL OF TESTING ASSURANCE (STA).
 THE PROGRAM OF THE UNITED STATES COMPOSTING COUNCIL (USSC) AND/
 A GRADATION SIEVE ANALYSIS FOR THE WASHED SAND. THE ENGINEERED
 SOIL SHALL NOT CONTAIN ANY TOPSOIL OR FILTER AGGREGATE WITH FINES.

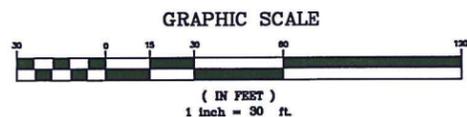
PROPOSED INFILTRATION BASIN #1
 TOP EL. 933.0
 BOTTOM EL. 929.0
 PLACE 4" DRAIN TILE WITH FILTER SOCK
 PLACE 4" CLEAN OUT INV. 927.0 TOP 929.0
 55 LF - 4" DRAINTILE @ 1.0% GRADE
 100 yr HW EL. 932.33
 EOF 10' WIDE WIER OVERFLOW EL. 932.5
 STORM MANHOLE #1 - BEEHIVE INLET
 RIM. EL. 932.00
 INV. EL. 925.58
 44 LF - 24" RCP @ 0.20%
 PLACE 24" RCP APRON INV. 925.50
 PLACE RIPRAP OUTLET
 PER. MNDOT STD. PLT. 3139A

SWIFT
 TRUCKING

60 LF 18" CMP CULVERT @ 1.37%
 2 EA. 18" SAFETY APRONS
 IN EL. 925.0 - OUT EL. 924.0
 RIPRAP OUTLET
 PER MNDOT STD. PLT. 3134C

CONSTRUCT CONCRETE ENTRANCE W/CURB
 35' LONG x 25' WIDE x 8" THICK
 LOW POINT 25' FROM EDGE OF EXIST. BIT.
 AS PER CITY SDT. PLT. STR-09
 MODIFIED GRADE AND 35' RADIUS
 4' WIDE x 3' LONG CONC. FLUME AT LOW POINT
 6' WIDE RIPRAP W/GEOTEXTILE TO BOTTOM OF SLOPE

EARTHWORK TABULATION
 COMMON EXCAVATION = 6,600 CU. YDS.
 EMBANKMENT = 1,125 CU. YDS.



NB TH 52, 55 AND 56

DESIGNED	BY	DATE
DJT		
DRAWN		
CHECKED		

REVISED	BY	DATE

LATEST REVISION: 6-17-2013
 Prepared For:
 Don and Sue Schlomka
 13540 193rd Way East
 Hastings, MN 55033
 FILE NO.: 11-103

Rosa
Architectural
Group
Inc.

1084 Sterling Street
St. Paul, Minnesota 55119
tel: 651-739-7988
fax: 651-739-3165

PROPOSED SHOP
FACILITY FOR
SCHLOMKA VAC
TRUCK SERVICE

INVER GROVE HEIGHTS,
MINNESOTA

VANGUARD
CONSTRUCTION

2350 WYCLIFF STREET
ST. PAUL, MN 55114

I HEREBY CERTIFY THAT THIS FINAL SPECIFICATION OF REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: _____ REG. NO. _____

SIGNED: _____

I HEREBY CERTIFY THAT THIS FINAL SPECIFICATION OF REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: _____ REG. NO. _____

SIGNED: _____

PROJECT NUMBER: 21320

DATE: MAY 3, 2013

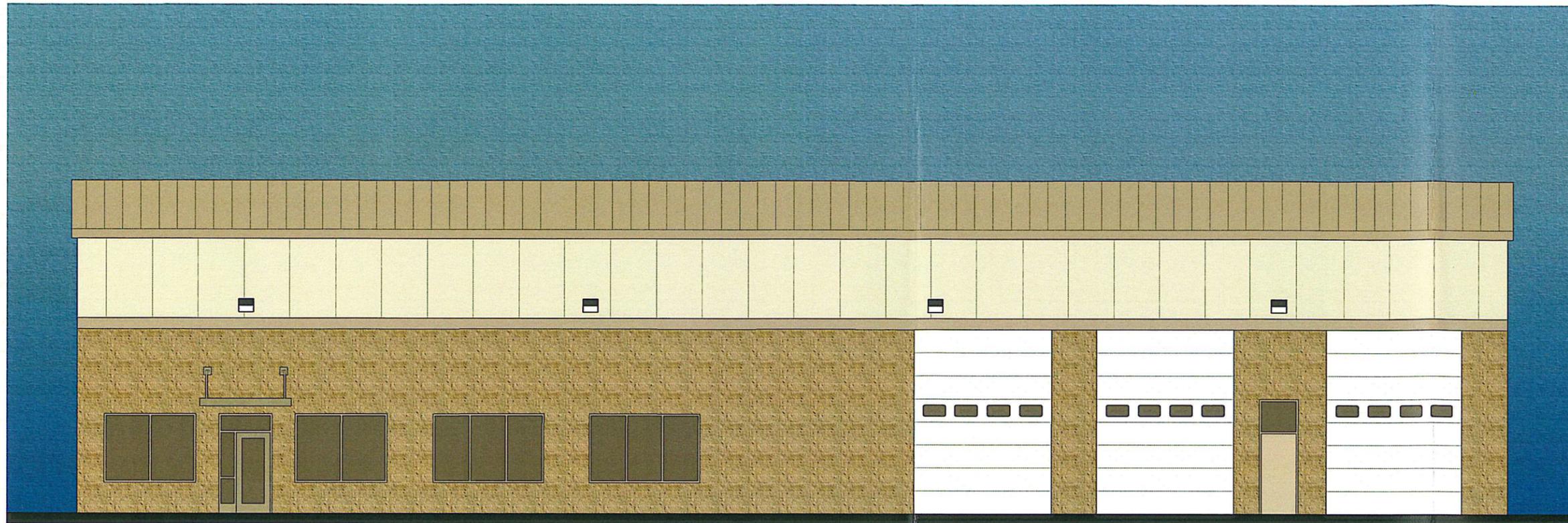
DRAWN BY: JI

CHECKED BY: RR

REVISIONS: _____

PROPOSED
COLOR ELEVATIONS

A4.1



SOUTH ELEVATION

Scale: 3/16" = 1'-0"



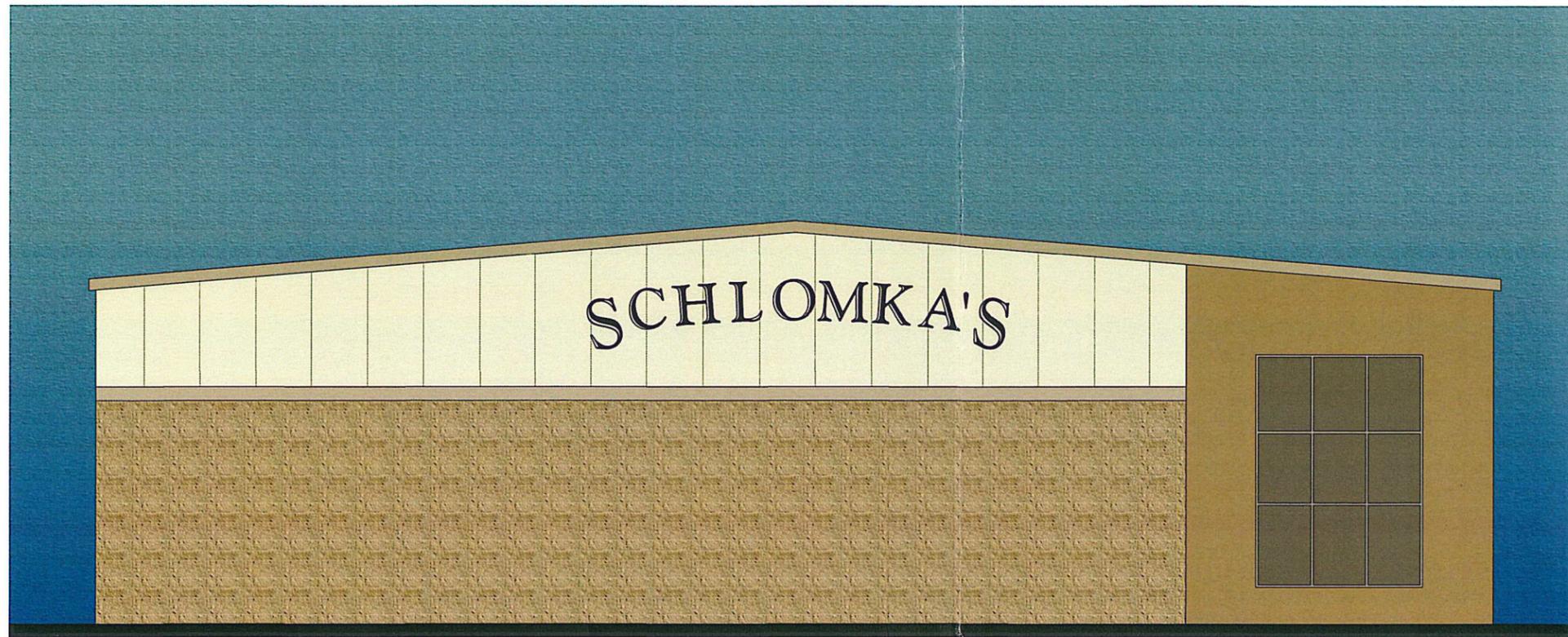
EAST ELEVATION

Scale: 3/16" = 1'-0"



NORTH ELEVATION

Scale: 3/16" = 1'-0"



WEST ELEVATION

Scale: 3/16" = 1'-0"

Rosa
Architectural
Group
Inc.

1084 Sterling Street
St. Paul, Minnesota 55119
tel: 651-739-7988
fax: 651-739-3165

PROPOSED SHOP
FACILITY FOR
SCHLOMKA VAC
TRUCK SERVICE

INVER GROVE HEIGHTS,
MINNESOTA

VANGUARD
CONSTRUCTION

2350 WYCLIFF STREET
ST. PAUL, MN 55114

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 ENGINEER UNDER THE LAWS OF THE STATE
OF MINNESOTA.

DATE: _____ REG. NO. _____

SIGNED: _____

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

DATE: _____ REG. NO. _____

SIGNED: _____

PROJECT NUMBER: 21320

DATE: MAY 3, 2013

DRAWN BY: JI

CHECKED BY: RR

REVISIONS:

PROPOSED
COLOR ELEVATIONS

A4.2

PLANTING SCHEDULE

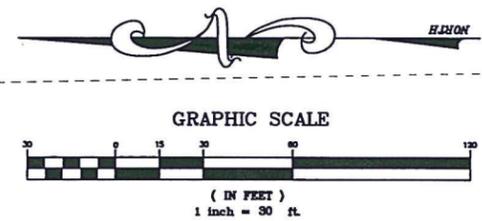
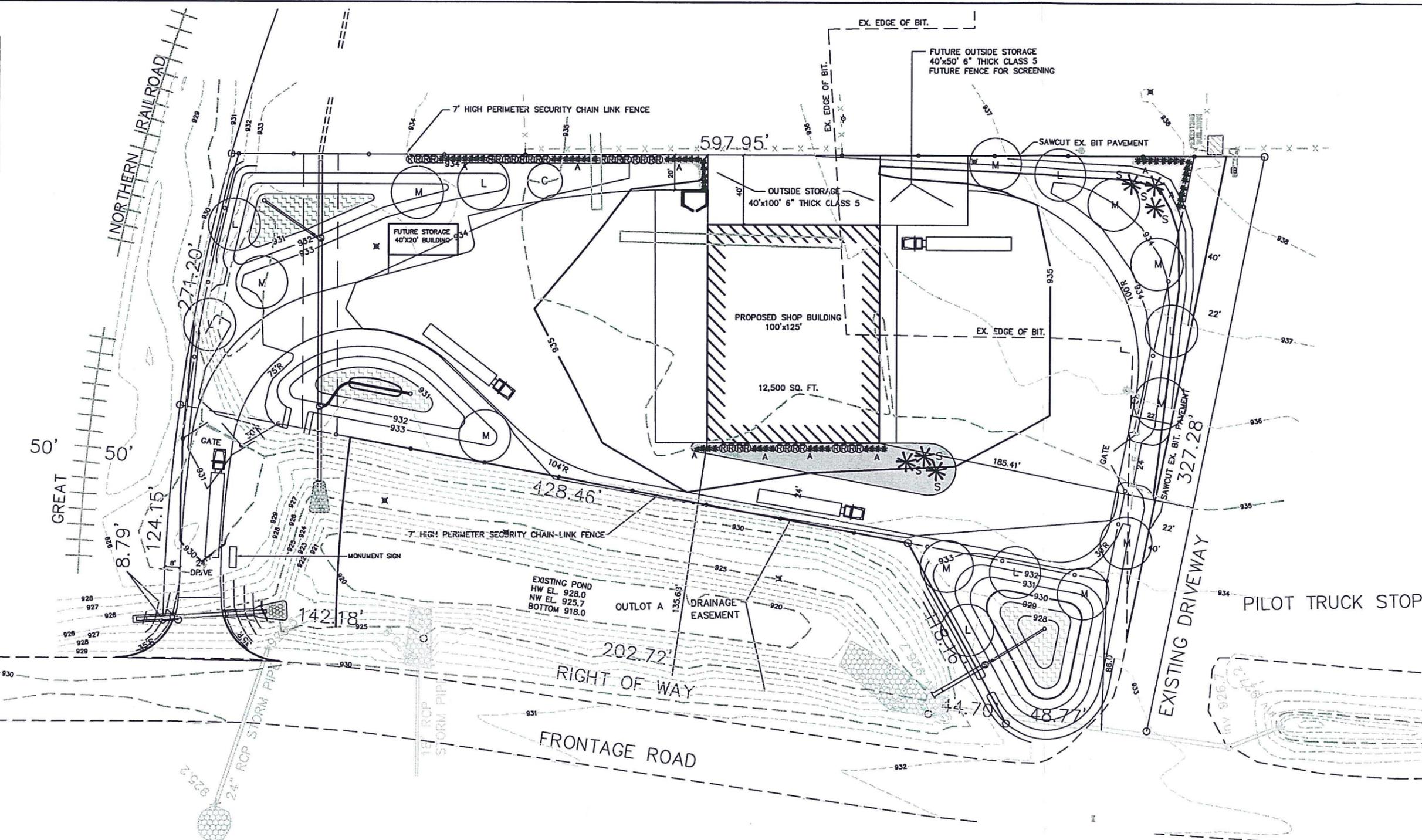
KEY	QTY	COMMON/BOTANICAL NAME	SIZE	SPACING
H	10	RED MAPLE Acer rubrum	2.5" DIA.	40'
L	7	GREENHOPE LINDEN Tilia cordata 'Greenhope'	2.5" DIA.	40'
C	1	FLOWERING CRABAPPLE Malus sp.	6" IN	AS SHOWN
S	8	COLORADO SPRUCE Picea pungens	6" IN	15'
A	80	TECHNY ARBORVITAE Thuja occidentalis 'Techny'	6" IN	5'
R	32	RUBY SPICE CLEMATIS Clematis integrifolia 'Ruby Spice'	2" IN	5'

THIRDS AREAS SHALL BE SOED OR SEED AND MIXED.
SEED MIXTURE SHALL BE SHOWN WITH MIXTURE AND APPROVED EQUAL. THREE FOOT BARRIERS OF SOED ALONG EDGE OF RETAINMENT OR EDGE OF CONCRETE.

INFLUENCE BARRIERS SHALL BE MIXED WITH SHOOT SEED MIXTURE AND MIXED WITH SHOOT SEED MIXTURE AT A RATE OF 60 LBS./ACR.
PLANTING SOED SHALL HAVE 3" MULCH LAYER.
SEED MIXTURE SHALL HAVE 3" MULCH LAYER.

PLANTING NOTES
1) IMMEDIATELY BEFORE SEEDING, SOIL SHALL BE TILLED TO A DEPTH OF 6" TO IMPROVE SEED TO SOIL CONTACT AND UNDOER IMPACT.
2) SEEDING SHALL BE DONE FROM APRIL 15 TO JULY 15, AND SEPTEMBER 15 UNTIL THE GROUND FREEZES. NO SEEDING SHALL BE DONE FROM JULY 15 TO SEPTEMBER 15.
3) FERTILIZER SHALL BE APPLIED TO SOIL IN ESTABLISHMENT PERIOD.
4) TREES SHALL HAVE BACKFILL SOIL, AMENDED WITH COMPOST OR PEAT MOSS.
5) TREES SHALL BE WATERED AS REFERRED TO AND IN ESTABLISHMENT, DURING SET PERIOD, WATER AT LEAST ONCE A WEEK, AND MORE OFTEN DURING PERIOD OF DROUGHT. - LATE, OCTOBER 1ST, AFTER THAT DATE, WATER BY OWNER.
6) TREES SHALL HAVE WOOD CHIP MULCH PLACED OVER ROOT BALL AFTER INITIAL PLANTING AND WATERING, TO A DEPTH OF 4".

SWIFT TRUCKING



NB TH 52, 55 AND 56

Engineering, Surveying & Planning
JOHNSON & SCOFIELD INC.
G-Cubed
507 Vermillion Street Hastings, Mn 55033
ph. 651.438.0000 fax 651.438.9005

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE _____ GEOFFREY G. GRIMM
REG. NO. 21940

DESIGNED	BY	DATE
DJT		
DRAWN		
CHECKED		

REVISIONS:
LATEST REVISION: 6-17-2013
Prepared For:
Don and Sue Schlomka
13540 193rd Way East
Hastings, MN 55033
FILE NO.: 11-103

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
2013 CONSTRUCTION
APPROVED BY _____

SCHLOMKA'S
FIRST ADDITION

LANDSCAPE
PLAN
SHEET 6 OF 6 SHEETS

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Hallblade Properties – Case No. 13-18SC

Meeting Date: June 24, 2013
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the following actions for property located south of Tractor Supply on the west side of Cahill Avenue:

- c) Resolution relating to a **Preliminary and Final** Plat for a one lot subdivision
 - Requires 3/5th's vote.
- b) Resolution relating to a **Major Site Plan Review** for a retail sales operation.
 - Requires 3/5th's vote.
- d) Resolution relating to a **Conditional Use Permit** for outdoor storage.
 - Requires 4/5th's vote.
 - 60-day deadline: July 5, 2013 (first 60-days)

SUMMARY

The applicant is proposing to operate a recreational trailer sales lot on a vacant lot just south of Tractor Supply on Cahill Avenue. The project would consist of an approximate 9,000 square foot sales/service building with room for a future addition. There would be room in the display area for approximately 250 trailers.

ANALYSIS

The project complies with all performance standards. A revised landscape plan has been submitted since the public hearing showing the required amount of plantings and in proper locations.

The plat consists of a replat of two existing lots into one lot for the development. Park dedication for the portion of the property that was not in Arbor Pointe is to be paid at time of final plat release. There will be the need for an improvement agreement and storm water maintenance agreement that will be presented to Council at a later date.

Engineering has been working with the applicant on the storm water system. In general, Engineering finds the plans acceptable, but some final details will be worked out before any permits are issued.

RECOMMENDATION

Planning Staff: Recommends approval of the requests as presented.

Planning Commission: Recommends approval of the request with one added condition to the CUP relating to right of access for code compliance. (8-0).

June 24, 2013
Council Memo – Hallblade Properties
Page 2

Attachments: Preliminary and Final Plat Resolution
Major Site Plan Review Resolution
Conditional Use Permit Resolution
Planning Commission Recommendation
Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT FOR ABSOLUTE
TRAILER ADDITION**

Hallblade Properties
(Case No. 13-118SC)

WHEREAS, an application for a Preliminary and Final Plat has been submitted for a one lot subdivision for said property legally described as follows:

**Lots 2 and 3, Block 1 Arbor Pointe Commons Second Addition, according the
recorded plat thereof, Dakota County, Minnesota;**

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 4, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Preliminary and Final Plat is hereby approved with the following conditions:

1. Park dedication is required on 2.2 acres of the plat. Payment is due at time of release of final plat mylars.

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 24th day of June, 2013.

AYES:
NAYS:

Resolution No. _____

Page 2

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A MAJOR SITE PLAN APPROVAL FOR A RETAIL SALES
OPERATION

Hallblade Properties
(Case No. 13-18SC)

WHEREAS, an application for a Major Site Plan Approval has been submitted for a retail sales operation on said property legally described as follows:

Lots 2 and 3, Block 1, Arbor Pointe Commons Second Addition, according the recorded plat thereof, Dakota County, Minnesota

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

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 4, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan Approval for a retail sales operation is approved with the following conditions:

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

Final Plat	No Date
Site Plan	dated 5/24/13
Grading and Erosion Control Plan	dated 5/24/13
Utility Plan	dated 5/24/13
Landscape Plan	dated 6/3/13

Elevation Plans (2 sheets)

dated 5/6/13

2. An improvement agreement shall be required to be entered into between the City and the developer addressing the improvements on the site. The improvement agreement shall be approved by the City Council prior to release of the final plat.
3. Any roof top mechanical equipment shall be substantially screen from view from roads. Large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
4. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines.
5. All plans shall be subject to the review and approval of the Fire Marshal.
6. All grading and utility plans, or modifications thereof, must be approved by the City Engineer. All comments found on memo from City Engineer dated 5/15/13 must be incorporated into the plans prior to work commencing on the site.
7. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

BE IT FURTHER RESOLVED that the 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 24th day of June, 2013.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR OUTDOOR STORAGE
ASSOCIATED WITH A GENERAL RETAIL OPERATION

Hallblade Properties
(Case No. 13-18SC)

WHEREAS, an application for a Conditional Use Permit has been submitted for outdoor storage on said property legally described as follows:

Lots 2 and 3, Block 1, Arbor Pointe Commons Second Addition, according to the recorded plat thereof, Dakota County, Minnesota

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

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 4, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow outdoor storage associated with a general retail operation is approved with the following conditions:

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

Final Plat	No Date
Site Plan	dated 5/24/13
Grading and Erosion Control Plan	dated 5/24/13
Utility Plan	dated 5/24/13
Landscape Plan	dated 6/3/13

Elevation Plans (2 sheets)

dated 5/6/13

2. An improvement agreement shall be required to be entered into between the City and the developer addressing the improvements on the site. The improvement agreement shall be approved by the City Council prior to release of the final plat.
3. Any roof top mechanical equipment shall be substantially screen from view from roads. Large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
4. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines.
5. All plans shall be subject to the review and approval of the Fire Marshal.
6. All grading and utility plans, or modifications thereof, must be approved by the City Engineer. All comments found on memo from City Engineer dated 5/15/13 must be incorporated into the plans prior to work commencing on the site.
7. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

BE IT FURTHER RESOLVED that the 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 24th day of June, 2013.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: June 4, 2013
SUBJECT: HALLBLADE PROPERTIES LLC – CASE NO. 13-18SC

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary and final plat for a one lot subdivision, a conditional use permit for outdoor storage, and a major site plan review for a retail trailer sales operation, for the property located south of Tractor Supply and west of Cahill Avenue. 10 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to construct a 9,000 square foot sales/repair building and an outdoor display area on the balance of the property. The applicant indicates there would be approximately 250 trailers on site. The site would have one access point and the site plan identifies an approximate 9,000 square foot future addition to the south of the proposed first phase building. The applicant is proposing to combine two existing lots into one. Park dedication is due only for the east half of the lot. The revised landscape plan will be reviewed prior to going to City Council. The building exterior complies with the standards of the Arbor Pointe Design Manual, including the use of Arbor Pointe Green and awnings. Staff recommends approval of the request with the conditions listed in the report.

Chair Hark asked if all business must take place within the perimeter fence.

Mr. Hunting replied in the affirmative, stating all storage and trailers must be contained within the perimeter fence.

Opening of Public Hearing

Mike Hallblade, 19432 Stone Gate Drive, Prior Lake, stated he was available to answer any questions.

Chair Hark asked if the applicant understood and agreed with the conditions listed in the report.

Mr. Hallblade replied in the affirmative.

Chair Hark stated occasionally he has noticed boxes of free used wood on the applicant's current property and he does not want to see that at this location.

Mr. Hallblade replied that would not be a problem.

Chair Hark closed the public hearing.

Planning Commission Recommendation

Recommendation to City Council

June 4, 2013

Page 2

Motion by Commissioner Klein to approve the request for a preliminary and final plat for a one lot subdivision, a conditional use permit for outdoor storage, and a major site plan review for a retail trailer sales operation, for the property located south of Tractor Supply and west of Cahill Avenue.

Commissioner Simon asked to add a condition requiring that the City Code Enforcement Officer be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

Commissioner Klein agreed to add the condition.

Second by Commissioner Lissarrague.

Motion carried (8/0). This item goes to the City Council on June 24, 2013.

EVALUATION OF REQUEST

Surrounding Uses: The subject site is surrounded by the following uses:

North	Tractor Supply Store; zoned B-3; guided CC
East	Large lot residential; zoned A; guided CC
South/West	MnDOT right-of-way for Highway 52/55

Preliminary/Final Plat

The applicant is proposing to combine two existing lots into one lot. The plat provides for all necessary utility easements. The lot size and width comply with city standards. No additional right-of-way is being requested.

Park dedication is due for a portion of the property that was not in Arbor Pointe. The east half of the lot, approximately 2.2 acres owes park dedication at a rate of \$7,000/acre. The fee is collected at time of plat release

Major Site Plan Review

Setbacks. The proposed parking lot and building and future building expansion meets and exceeds the required perimeter setbacks for the site.

Parking Lot. The entire display area for the trailers is shown as a bituminous surface which meets city standards. There are 9 parking spaces shown for customers and spaces for trailer for service. The parking area complies with city standards.

Screening/Landscaping. Based on the size of the lot, a total of 30 over story trees are required. The plantings must be at least 50% over story and be a mix of coniferous and deciduous trees. The landscape plan identifies 24 over story trees and 8 ornamental trees. The plan is two over story trees short. Engineering has reviewed the plan and notes that plantings shown along the north boundary are not allowed in the drainage and utility easements. The applicant has the option of planting the appropriate species of shrubs in the rain garden at the south end of the site as a possible replacement for those shown along the north side. Staff also recommends that there should be a few trees planted along the highway frontage to break up the visual sight lines. The landscape plan must be revised to show the appropriate number of plantings to meet minimum landscape standards and over story plantings must be moved out of easements. A revised landscape plan must be reviewed and approved by staff prior to any work commencing on the site.

Access. Access to the site would be via one entrance onto Cahill Avenue. Planning and Engineering find the location acceptable.

Building Materials. Based on previous zoning approvals, this property must still follow the Arbor Pointe Design Manual for exterior building materials. The primary features include using "Arbor Pointe Green" as an accent color and the use of awnings on the buildings. Building materials should be varied in texture and material and basic colors to be earth tones. The applicant has provided color renditions of the building exterior. Staff has reviewed and found the building to be consistent with the intent of the design manual. There is the green color in the building and awnings are shown over windows.

Engineering. Engineering has reviewed the plans and finds them generally acceptable. The City Engineer has made separate comments on his memo dated May 15, 2013. These comments must be incorporated into the final plan set prior to any work commencing on the site.

Lighting. Lighting is shown on the building and parking lot. The building lighting is consistent with standards of no direct visibility of the light bulbs. Parking lot lighting is shown with three light standards in the parking lot. These fixtures must be a shoe box style with flat lenses. Details of the light fixtures must be provided at time of building permit.

Improvement Agreement. An improvement agreement would be required with this development to address specific improvements to the site, and storm water. Details of the improvement agreement would be worked out prior to City Council review.

Conditional Use Permit (CUP)

The specific request for a CUP for outdoor storage is reviewed below against the standards found in the Zoning Ordinance, Section 10-3A-5.A.

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*
The proposed use is consistent with Comprehensive Plan. The designation of commercial is consistent with the zoning of the property. Outdoor storage associated with commercial uses is consistent with policies and goals of the plan.
2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*
This standard is met. The outdoor storage area meets all performance standards of the ordinance.
3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*
The city Council deemed this specific land use to be general retail with outdoor storage as part of a zoning action late last year. The outdoor storage and display here was considered similar to that found on Tractor Supply. Based on this interpretation, this use would be consistent with others in the area and would not be material injurious to existing or planned improvements.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

This standard is met. The outdoor storage and display would not have a negative impact on city facilities and services.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

a) *Aesthetics/exterior appearance*

The use of property is similar to that of Tractor Supply to the north. Use would be compatible with surrounding properties.

b) *Noise*

This use would not create any additional or unusual noise over and above standard commercial operations.

c) *Traffic*

Traffic would be the same as other commercial uses. Use would not put any undue burden on Cahill Avenue and surrounding roads.

d) *Drainage*

Applicant is providing the necessary storm water management as required by the Engineering Department.

e) *Fencing, landscaping and buffering*

A short perimeter fencing is proposed. Landscaping is provided around some of the perimeter of the property. There are some required changes to the submitted plan that have been addressed previously in the report.

f) *Other operational characteristics*

There do not appear to be any unusual operational characteristics that would have negative impacts on surrounding properties.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The use has been considered consistent with the list of allowed uses for the property. All performance standards have been met. The property is appropriate for the proposed use.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

Staff is not aware of any public health, safety or welfare issues associated with the proposal. This standard has been met.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

All storm water requirements will be addressed in final plans approved by Engineering.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- o Approval of the **Preliminary and Final Plat for a one lot subdivision to be known as Absolute Trailer Addition** subject to the following conditions:
 1. Park dedication is required for the 2.2 acre parcel that has not paid previously. Payment is due at time of release of final plat mylars.
 - o Approval of the **Major Site Plan Approval and Conditional Use Permit** for a trailer sales operation with outdoor storage subject to the following conditions:
 1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Final Plat	No Date
Site Plan	dated 5/24/13
Grading and Erosion Control Plan	dated 5/24/13
Utility Plan	dated 5/24/13
Landscape Plan	dated 5/24/13
Elevation Plans (2 sheets)	dated 5/6/13
 2. An improvement agreement shall be required to be entered into between the City and the developer addressing the improvements on the site. The improvement agreement shall be approved by the City Council prior to release of the final plat.
 3. Any roof top mechanical equipment shall be substantially screen from view from roads. Large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
 4. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines.
 5. All plans shall be subject to the review and approval of the Fire Marshal.
 6. All grading and utility plans, or modifications thereof, must be approved by the City Engineer. All comments found on memo from City Engineer dated 5/15/13 must be incorporated into the plans prior to work commencing on the site.

7. The landscape plan shall be revised to provide either more ornamental trees or provide shrubs to satisfy minimum landscape standards. All over story plantings shall be placed outside of drainage and utility easements. Shrubs may be planted in the rain garden at the south end of the site to satisfy landscaping requirements. A revised landscape plan must be approved by city staff prior to issuance of building permits.

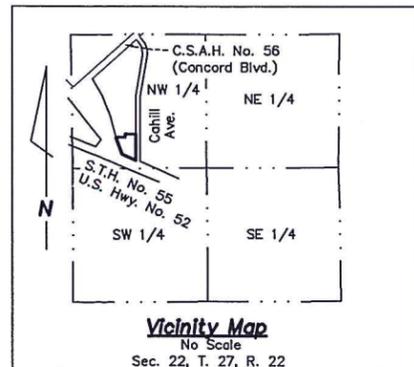
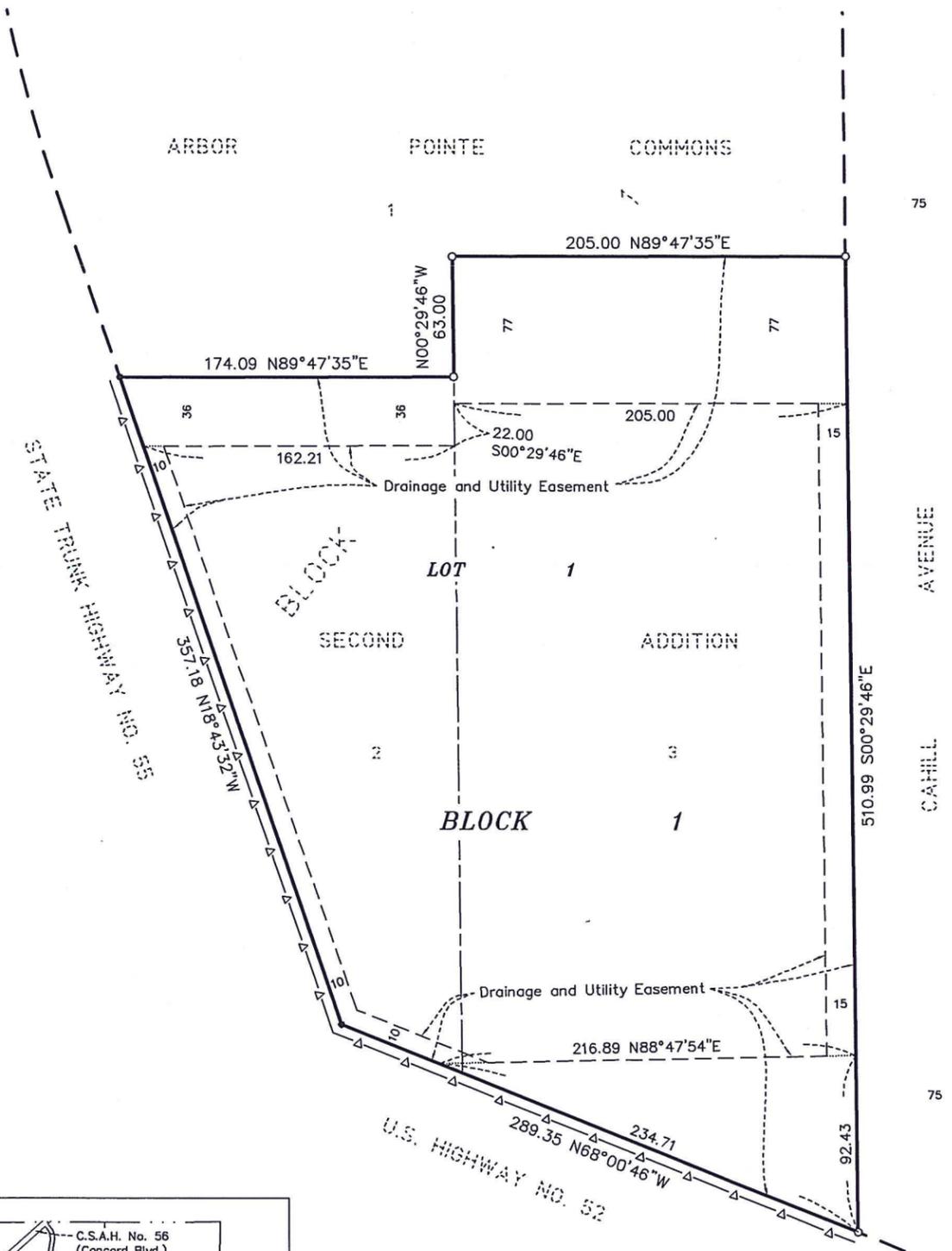
B. Denial If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

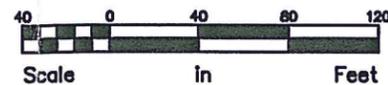
Based on the preceding report, Staff recommends approval of the requests with the conditions listed above.

Attachments Exhibit A - Zoning and Location Map
Exhibit B - Site Plan
Exhibit C - Landscape Plan
Exhibit D - Building Elevations

ABSOLUTE TRAILER ADDITION



— Denotes Right of Access dedicated to the State of Minnesota.
 ● Denotes 1/2 inch iron pipe monument found.
 ○ Denotes 1/2 inch by 14 inch iron pipe monument set and marked by License No. 14376.
 Bearings shown are based upon the plat of ARBOR POINTE COMMONS SECOND ADDITION.



KNOW ALL PERSONS BY THESE PRESENTS: That Halblade Properties, LLC, a Minnesota corporation, owner of the following described property:
 Lots 2 and 3, Block 1, ARBOR POINTE COMMONS SECOND ADDITION, according to the record plat thereof.
 Has caused the same to be surveyed and platted as ABSOLUTE TRAILER ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.
 In witness whereof said Absolute Trailer Sales, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20__.

ABSOLUTE TRAILER SALES, INC.
 _____ its: _____

STATE OF MINNESOTA
 COUNTY OF _____
 This instrument was acknowledged before me on _____, by _____, the _____ of Absolute Trailer Sales, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public, Minnesota
 My Commission Expires _____

I Jeffrey D. Lindgren do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20__

Jeffrey D. Lindgren, Land Surveyor
 Minnesota License Number 14376

STATE OF MINNESOTA
 COUNTY OF DAKOTA
 This instrument was acknowledged before me on _____, by Jeffrey D. Lindgren.

Notary Public, Minnesota
 My Commission Expires _____

INVER GROVE HEIGHTS PLANNING COMMISSION
 Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota this ____ day of _____, 20__.

By _____ Chair By _____ Secretary

CITY COUNCIL, CITY OF INVER GROVE HEIGHTS, MINNESOTA
 This plat was approved by the City Council of Inver Grove Heights, Minnesota this ____ day of _____, 20__, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By _____, Mayor By _____, Clerk

DAKOTA COUNTY SURVEYOR
 I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20__.

By _____
 Todd B. Tollefson
 Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS
 Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20__.

_____, Director
 Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
 I hereby certify that this plat of ABSOLUTE TRAILER ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 20__, at ____ o'clock ____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

_____, County Recorder

HEDLUND
 PLANNING ENGINEERING SURVEYING

ABSOLUTE TRAILER ADDITION

City of Inver Grove Heights
Dakota County, Minnesota

INDEX :

- PRE PLAT :**
 C-1) EXISTING COND/SITE PLAN
 C-2) PRELIM. PLAT/LANDSCAPE PLAN
 C-3) UTILITY PLAN/CONST.DETAIL

- GRADING AND EROSION :**
 CG-1) GRADING PLAN/EROSION CONTROL

SITE DATA:

Current zoning = B3-GENERAL BUSINESS
 Proposed zoning = B3-GENERAL BUSINESS

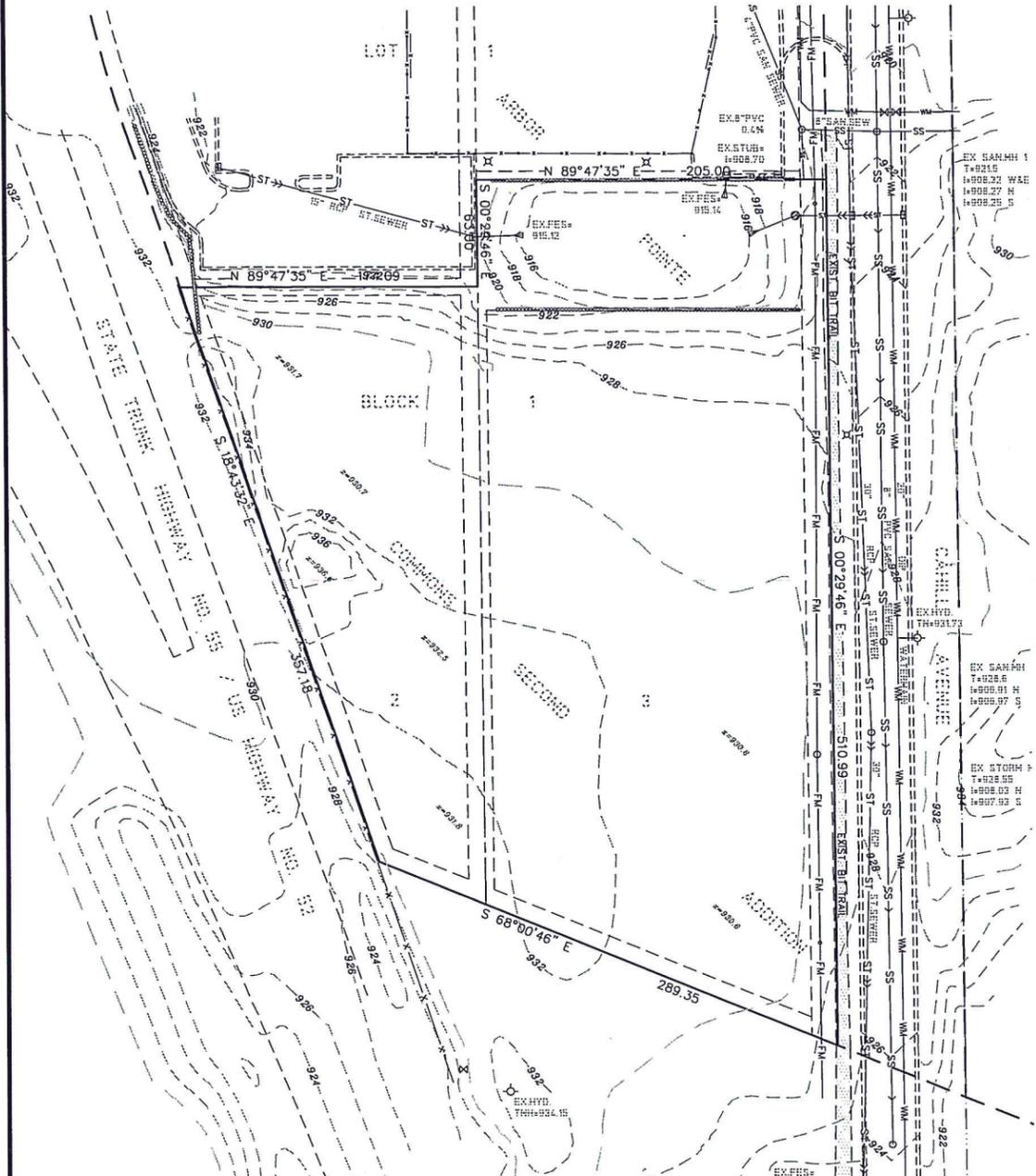
	SQ. FT. ±	ACRES ±
Total Site Area	136,997	3.15
Building Area	9,411	0.22
Bituminous Lot	49,975	1.15
Bituminous Only Area	35,702	0.82
Total ImperVIOUS Surface	95,088	2.18

SETBACK REQUIREMENTS:

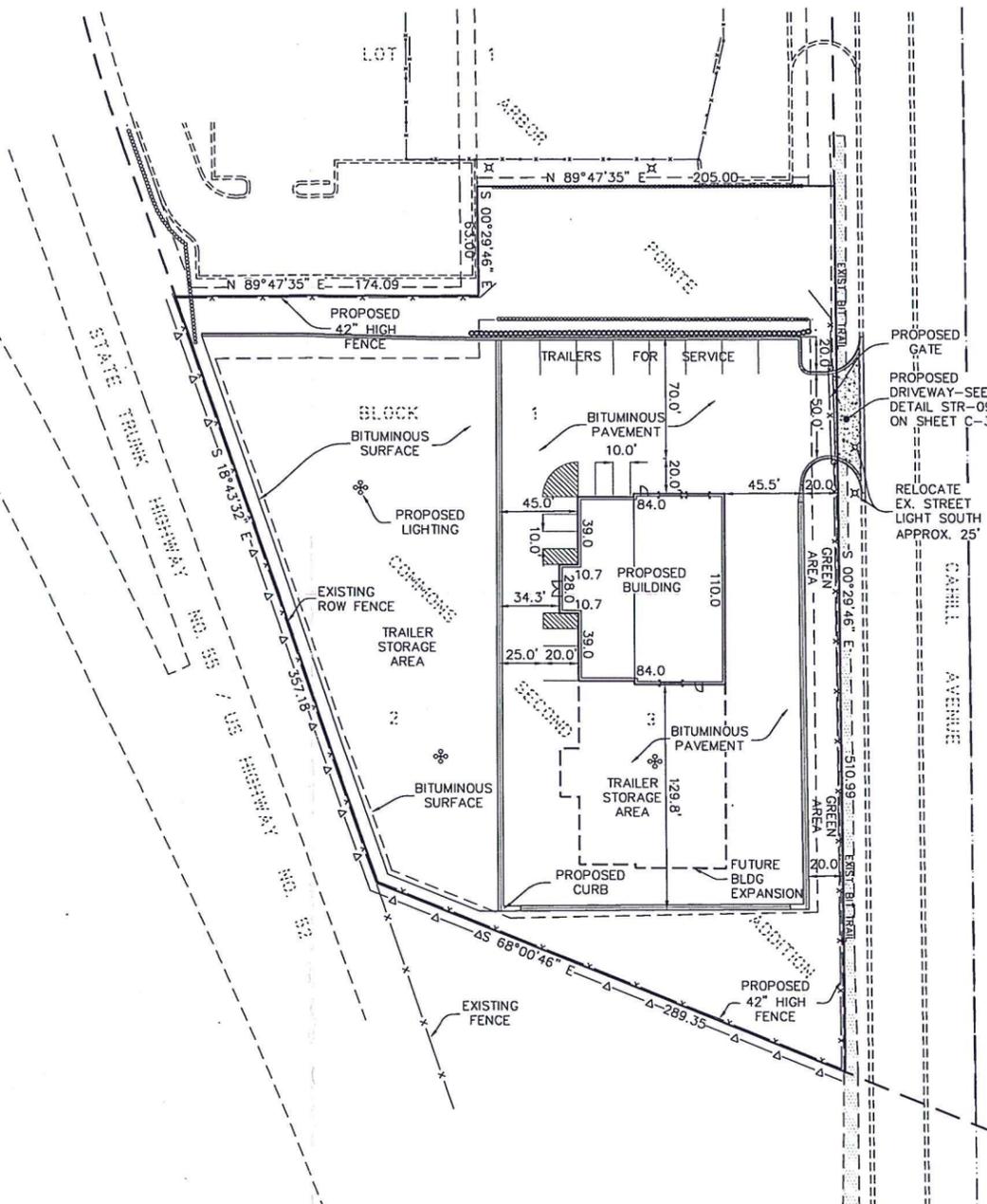
Front Yard	=	30'
Rear Yard	=	30'
Side	=	10'
Abutting E or R District	=	75'
Minimum Lot Width At Setback	=	100'

LEGEND:

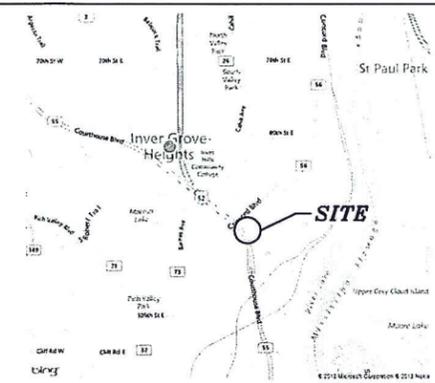
EXISTING	PROPOSED	
		BEEHIVE
		CATCH BASIN
		FLARED END
		GATE VANE
		HYDRANT
		MANHOLES
		REDUCER
		STREET LIGHT
		CABLE TV PEDESTAL
		ELECTRIC TRANSFORMER
		POWER POLE
		SIGN
		TELEPHONE PEDESTAL
		EXISTING CONTOUR
		EXISTING GRADE ELEVATION
		EXISTING TREE LINE
		EXISTING TREE
		EXISTING RETAINING WALL
		EXISTING SANITARY SEWER
		EXISTING WATERMAIN
		EXISTING STORM SEWER
		EXISTING FENCE
		EXISTING UNDERGROUND ELECTRIC
		EXISTING OVERHEAD ELECTRIC
		EXISTING UNDERGROUND GASLINE
		EXISTING UNDERGROUND TELEPHONE
		EXISTING OVERHEAD TELEPHONE
		PROPOSED CONTOUR
		PROPOSED CONTOUR BY OTHERS
		PROPOSED SANITARY SEWER
		PROPOSED WATERMAIN
		PROPOSED STORM SEWER
		EROSION CONTROL BARRIER
		PROPOSED GRADE
		RETAINING WALL



EXISTING CONDITIONS



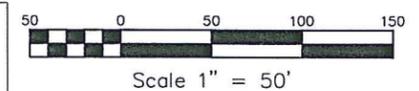
SITE PLAN



LOCATION MAP

No Scale

PRELIMINARY
NOT FOR CONSTRUCTION



PROJECT NUMBER	
122007	

CERTIFICATION: 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.

Randall C. Hedlund
 Date: 5/24/13
 M.N. LIC. NO. 19576

PREPARED BY:

HEDLUND
 SURVEYING
 ENGINEERING
 PLANNING
 2005 Pin Oak Drive
 Eagan, MN 55122
 Phone: (651) 405-6600
 Fax: (651) 405-6606

SHEET TITLE: ABSOLUTE TRAILER ADDITION EXISTING COND/SITE PLAN

PREPARED FOR: HALLBLADE PROPERTIES, LLC
 9601 Jefferson Trail West
 Inver Grove Heights, MN 55077
 Phone: (651) 454-8650

DRAWN	CHECKED	DESIGN
gjh	rch	gjh

SHEET NUMBER
C-1

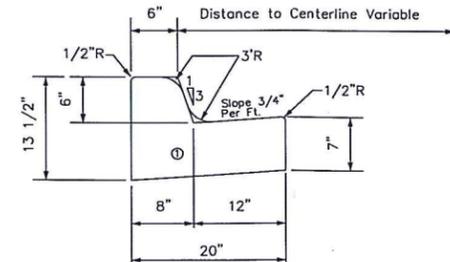
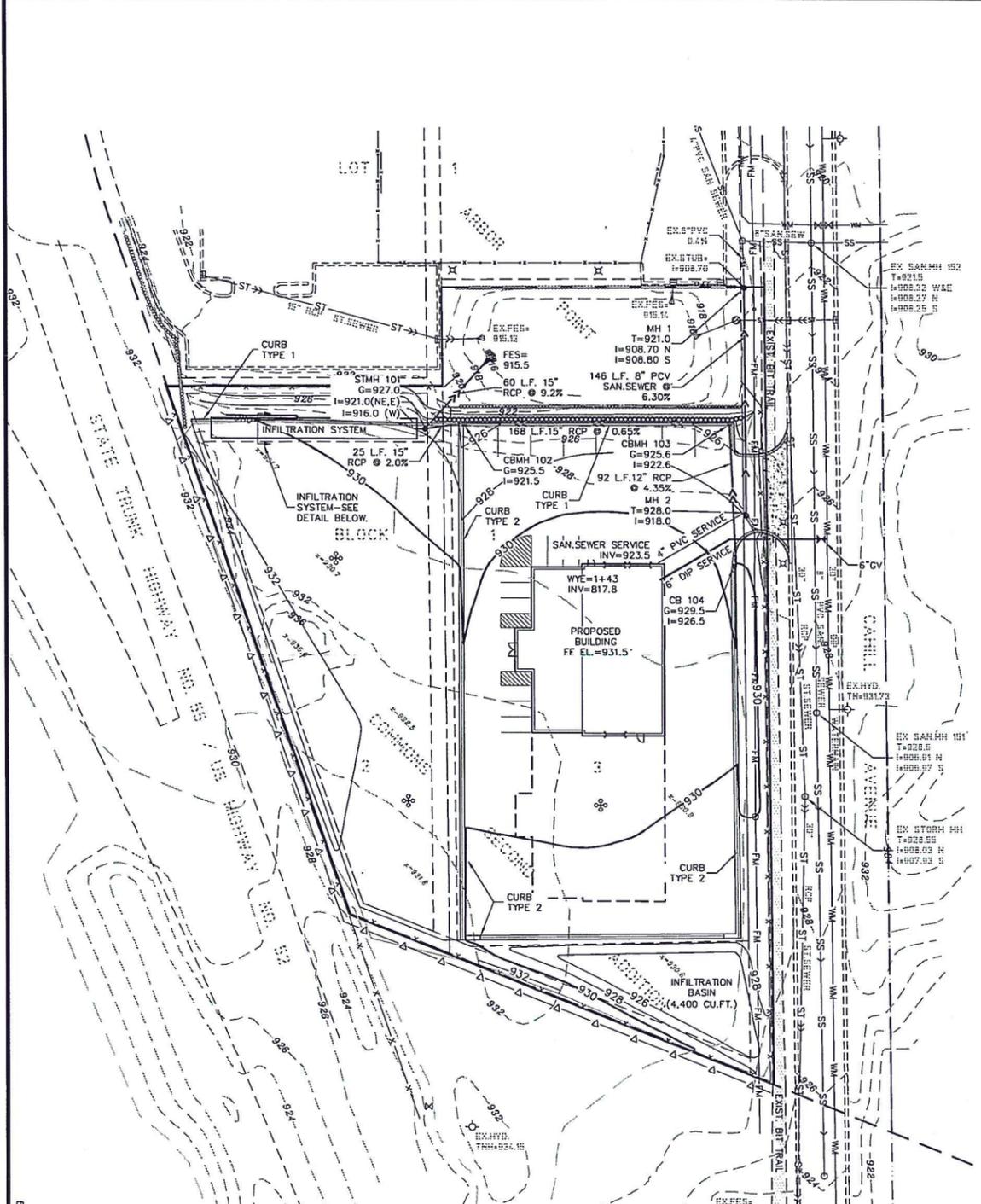
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 REV: 5/24/13

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ABSOLUTE TRAILER ADDITION

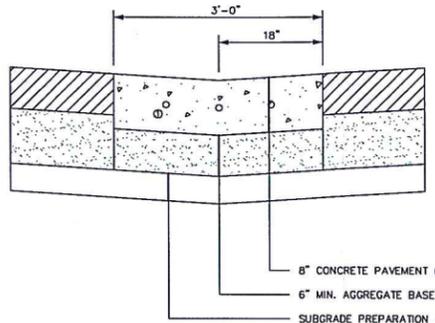
City of Inver Grove Heights
Dakota County, Minnesota

PROJECT NUMBER	122007
DATE	5/24/13
BY	gh
REVISIONS	
REMARKS	Updated Bldg. respectively comments



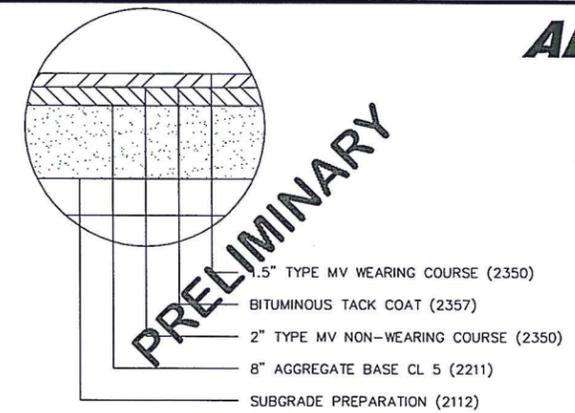
1 CONCRETE CURB DETAIL
MnDOT B6-12

NOTE:
Place # 4 Bar As Shown Where Curb Crosses Utility Trenches, With 1-1/2" Cover.

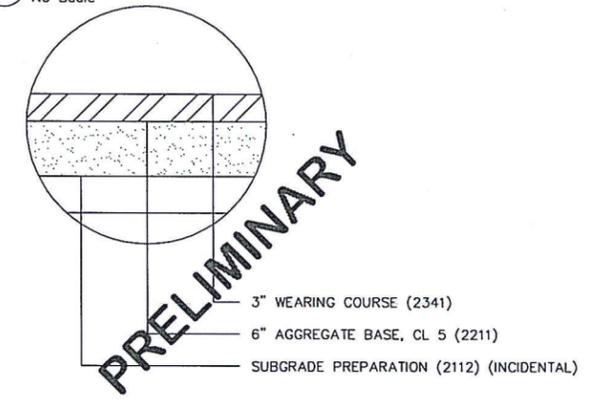


2 CONCRETE VALLEY GUTTER
No Scale

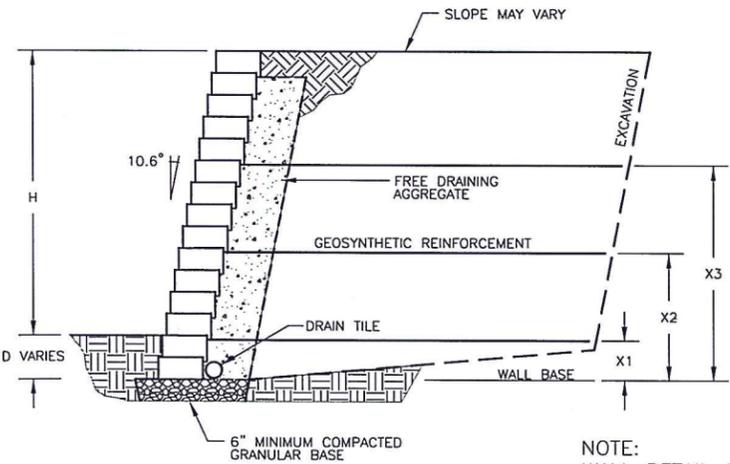
NOTE:
Place # 4 Bar As Shown.



3 BITUMINOUS PAVEMENT SECTION
No Scale

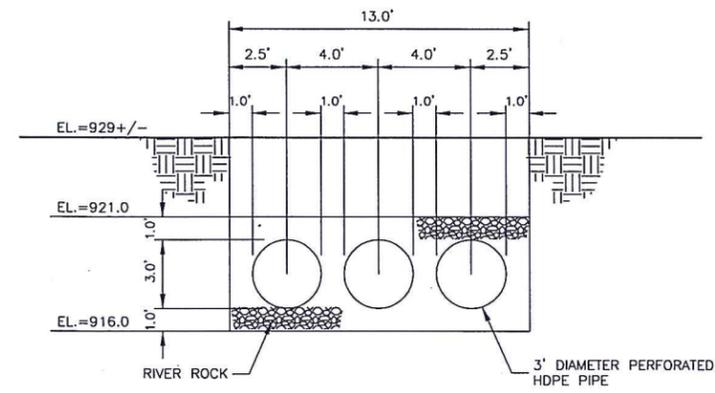


4 BITUMINOUS DRIVEWAY SECTION
No Scale

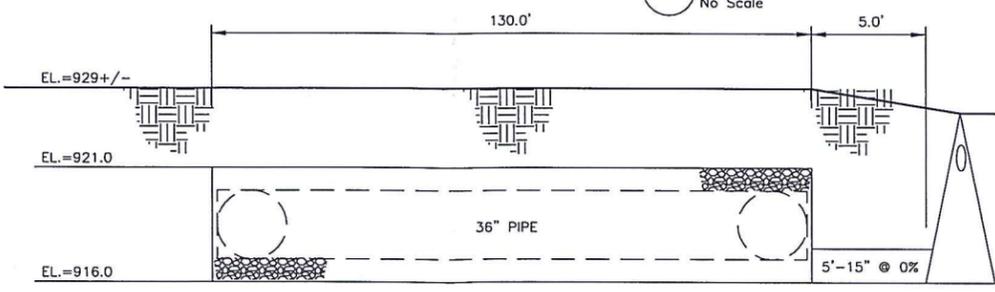


5 RETAINING WALL SECTION
No Scale

NOTE:
WALL DETAIL GIVEN FOR REFERENCE ONLY. RETAINING WALL TO BE DESIGNED BY OTHERS



5 INFILTRATION SYSTEM CROSS SECTION
No Scale
Construct to Dakota L.I.D. Standards

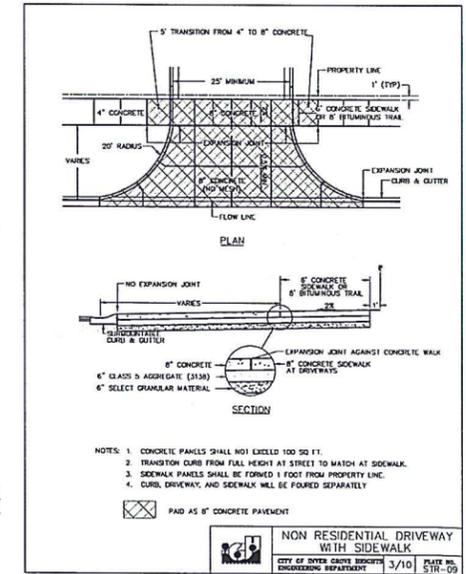


INFILTRATION SYSTEM PROFILE VIEW
No Scale
Construct to Dakota L.I.D. Standards

- LEGEND:**
- SS SS EXISTING SANITARY SEWER
 - WM WM EXISTING WATERMAIN
 - ST EXISTING STORM SEWER
 - FM EXISTING FORCEMAIN
 - x x EXISTING FENCE
 - - - PROPOSED SANITARY SEWER
 - - - PROPOSED WATERMAIN
 - - - PROPOSED STORM SEWER

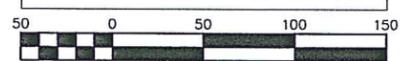
GENERAL CONSTRUCTION NOTES:

- Existing Utility Locations As-Per As-Built Plans Provided by the City of Inver Grove Heights and Hedlund Engineering.
- All Existing Utilities or Improvements, Including Walks, Curbs, Pavement and Parkways Damaged or Removed During Construction, Shall be Promptly Restored to Their Respective Original Condition.
- The Contractor Shall Notify all Utility Companies Prior to Construction to Verify in the Field all Existing and Underground Utilities Adjacent to the Project, and be Responsible for Protection of the same.
- For on Site Location of all Underground Utilities Call Gopher State One Call System, (651)454-0002 Before Beginning Construction.
- The Contractor Shall Beware of Potential Conflicts with Existing Utilities as Indicated on the Plans. The Contractor Shall Excavate Around Utilities to Determine Elev. Before Beginning Construction.
- The Contractor Shall Be Responsible To Lower Watermain During Install. Where Necessary To Avoid Service Conflicts.



NOTES:
1. CONCRETE PANELS SHALL NOT EXCEED 100 SQ. FT.
2. TRANSITION CURBS FROM FULL HEIGHT AT STREET TO MATCH AT SIDEWALK.
3. SIDEWALK PANELS SHALL BE FORMED 1 FOOT FROM PROPERTY LINE.
4. CURB, DRIVEWAY, AND SIDEWALK SHALL BE FORMED SEPARATELY.

PRELIMINARY
NOT FOR CONSTRUCTION



Scale 1" = 50'

HEDLUND
ENGINEERING
SURVEYING
PLANNING
2005 Pin Oak Drive
Eagan, MN 55122
Phone: (651) 405-6600
Fax: (651) 405-6606

PREPARED FOR:
HALLBLADE PROPERTIES, LLC
9601 Jefferson Trail West
Inver Grove Heights, MN 55077
Phone: (651) 454-8650

SHEET TITLE:	ABSOLUTE TRAILER ADDITION UTILITY PLAN/DETAILS
DATE	5/6/13
REV.	5/24/13
DRAWN	gh
CHECKED	---
DESIGN	rch
SHEET NUMBER	C-3

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 X-Ref Dwg: 122007\exc.dwg
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ABSOLUTE TRAILER ADDITION

City of Inver Grove Heights
Dakota County, Minnesota

PROJECT NUMBER
122007

REVISIONS	DATE	BY
1	5/24/13	gjh

CERTIFICATION: 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.

Randall C. Hedlund
Randall C. Hedlund
Date: 5/24/13
M.N. LIC. NO. 19576

GENERAL GRADING NOTES:

- 1.) UNDERLYING TOPOGRAPHY FROM INFORMATION PROVIDED BY DAKOTA COUNTY AND FIELD SHOTS BY HEDLUND ENGINEERING.
- 2.) EXISTING UTILITY LOCATIONS AS-PER PLANS PROVIDED BY CITY OF INVER GROVE HEIGHTS AND FIELD SHOTS BY HEDLUND ENGINEERING.
- 3.) SEE GRADING AND EROSION CONTROL DETAIL SHEET FOR DETAILED INFORMATION.

LEGEND:

	EXISTING CONTOUR
	EXISTING GRADE ELEVATION
	EXISTING TREE LINE
	EXISTING TREE
	EXISTING STORM SEWER
	EXISTING FENCE
	PROPOSED CONTOUR
	PROPOSED STORM SEWER
	PROPOSED GRADE
	RETAINING WALL
	DENOTES AS-BUILT GRADE

EROSION CONTROL LEGEND:

	ROCK CONSTRUCTION ENTRANCE
	SEDIMENT TRAP OUTLET
	TREE PROTECTION
	SILT FENCE

TOTAL DISTURBED AREA = 2.68 ACRES
TOTAL IMPERVIOUS SURFACE = 2.13 ACRES

BENCHMARK

TNH LOCATION DESCRIPTION
ELEV. = 000.00

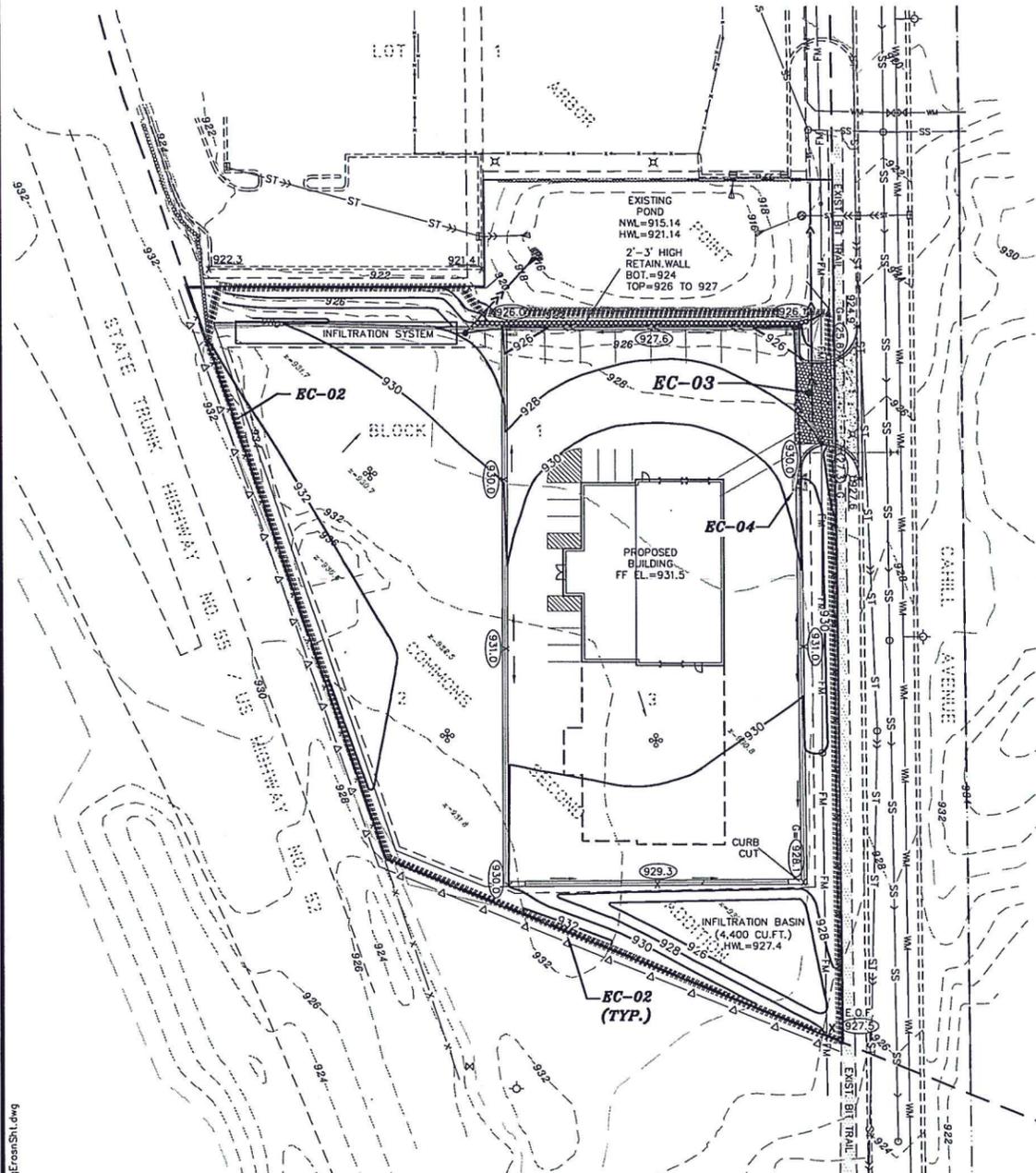
GENERAL EROSION CONTROL NOTES:

EROSION CONTROL SCHEDULE:

- 1.) INSTALL EROSION CONTROL MEASURES PRIOR TO ANY LAND DISTURBANCE. INSTALL SEDIMENT FILTERS IMMEDIATELY FOLLOWING INSTALLATION OF STRUCTURE.
- 2.) SLOPES MUST BE STABILIZED BY BEING SEEDED AND COVERED WITH AN EROSION CONTROL BLANKET OR MULCHED WITH A TACKIFYING AGENT AS SOON AS POSSIBLE AFTER COMPLETION OF GRADING.
- 3.) ALL EROSION CONTROL INSTALLATIONS SHALL REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION BY THE CONTRACTOR/PERMITTEE UNTIL THE SITE HAS BEEN RE-VEGETATED, AT WHICH TIME THEY SHALL BE REMOVED. FOR PROPOSED PAVED SURFACE AREA, THE CONTRACTOR MAY REMOVE NECESSARY SILT FENCING TO CONSTRUCT ROADWAY WHILE MAINTAINING ADEQUATE EROSION CONTROL IN ADJACENT AREAS.
- 4.) SUFFICIENT TOPSOIL SHALL BE STOCKPILED TO ALLOW FOR THE REPLACEMENT OF A MINIMUM OF 4" OF TOPSOIL FOR DISTURBED AREAS THAT ARE TO BE REVEGETATED.
- 5.) THE CONTRACTOR/PERMITTEE SHALL SCHEDULE SITE GRADING, UTILITY INSTALLATION AND ROADWAY CONSTRUCTION SO THAT THE GENERAL SITE CAN BE MULCHED AND RE-SEEDED SOON AFTER DISTURBANCE. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED WITHIN 14 DAYS AFTER COMPLETION OF FINAL GRADING OR AFTER 14 DAYS OF GRADING INACTIVITY. ALL MULCH MATERIAL SHALL BE DISCED INTO THE SOIL IN DIRECTION PERPENDICULAR TO THE STORMWATER FLOW OVER SUCH AREAS.
- 6.) REVEGETATE WITH MNDOT MIX 50B OR 60B AT 75 LBS/ACRE WITH TYPE 1 MULCH AT 2000 LBS/ACRE.

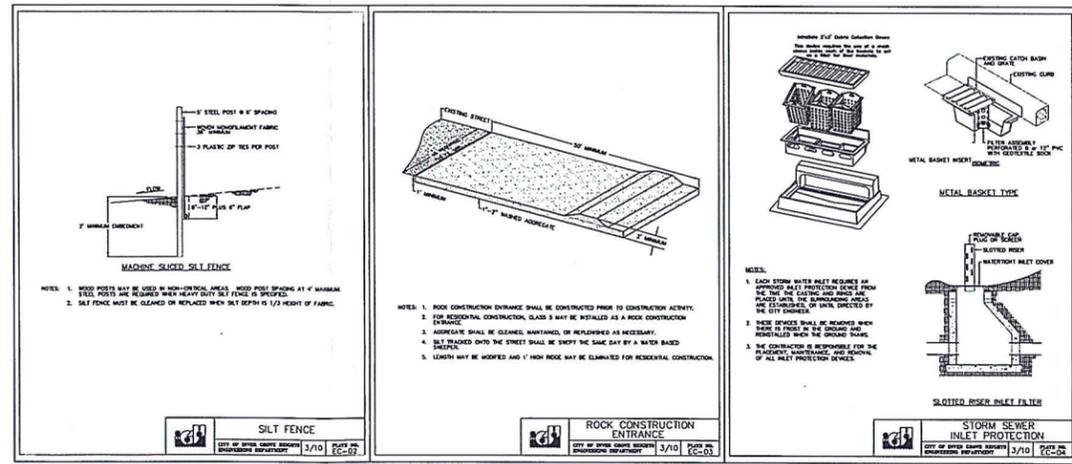
EROSION CONTROL MAINTENANCE PROGRAM:

- 1.) INSPECT CONSTRUCTION SITE ONCE EVERY 7 DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT OF MORE THAN 1/4 INCHES IN 24 HOUR PERIOD.
- 2.) SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
- 3.) SILT FENCE FABRIC SHALL BE REPLACED PROMPTLY WHEN IT DECOMPOSES OR BECOMES INEFFECTIVE BEFORE THE BARRIER IS NO LONGER NECESSARY.
- 4.) ALL SOILS TRACKED ONTO PAVEMENT SHALL BE REMOVED DAILY.
- 5.) ANY SEDIMENT REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER FABRIC IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED WITH THE APPROPRIATE SEED MIX.
- 6.) IN THOSE AREAS WHERE WOOD FIBER BLANKET OR OTHER SLOPE STABILIZATION METHOD HAS FAILED, THE SLOPE SHALL BE REESTABLISHED, SEED AND TOPSOIL REPLACED, AND ADDITIONAL SLOPE TREATMENT INSTALLED.
- 7.) SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPWARD SLOPE AREA HAS BEEN PERMANENTLY STABILIZED. REMOVAL IS REQUIRED WITH ALL TEMPORARY EROSION CONTROL FACILITIES (SEDIMENT FILTERS, HAY BALES, ETC.) ONCE SITE IS PERMANENTLY STABILIZED BY THE BUILDER.
- 8.) ALL PERMANENT SEDIMENTATION BASINS MUST BE RESTORED TO THEIR DESIGN CONDITION IMMEDIATELY FOLLOWING PERMANENT STABILIZATION OF THE SITE.

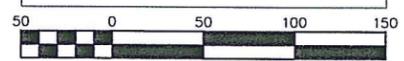


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 X-Ref Dwg: 122007\prop.dwg
 X-Ref Dwg: 122007\topo.dwg

Site	Stratum		Cut	Fill	Net	Method
	Surf1	Surf2				
122007	122007 stratum	ex topo	prop topo	3833	1452	2381 (C) Grid



PRELIMINARY
NOT FOR CONSTRUCTION



Scale 1" = 50'

PREPARED BY: **HEDLUND SURVEYING**
PLANNING ENGINEERING
2005 Pin Oak Drive
Eagan, MN 55122
Phone: (651) 405-6800
Fax: (651) 405-6806

PREPARED FOR: **HALLBLADE PROPERTIES, LLC**
9601 Jefferson Trail West
Inver Grove Heights, MN 55077
Phone: (651) 454-8650

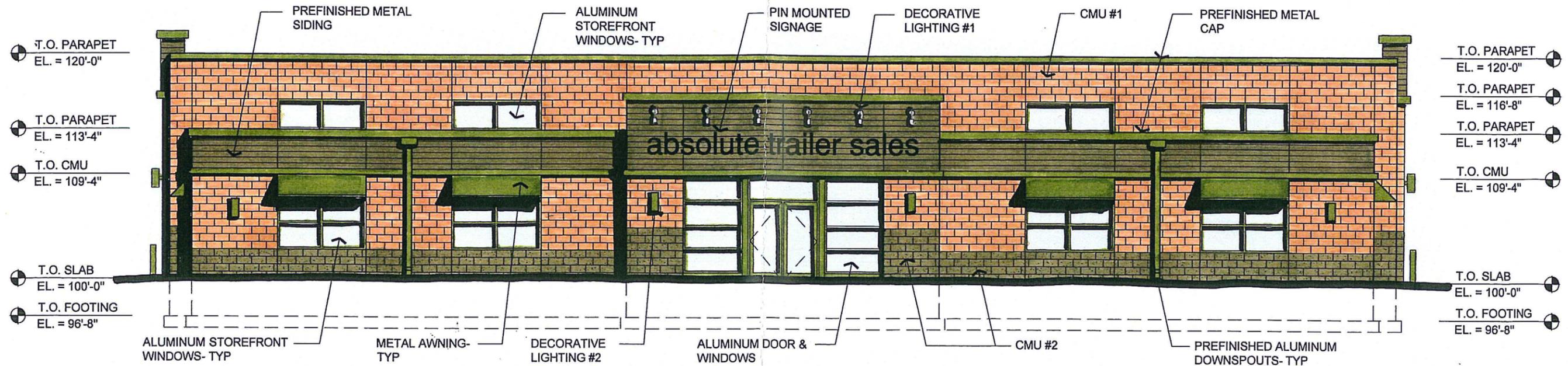
SHEET TITLE: **ABSOLUTE TRAILER ADDITION GRADING AND EROSION PLAN**

PREPARED FOR: **HALLBLADE PROPERTIES, LLC**

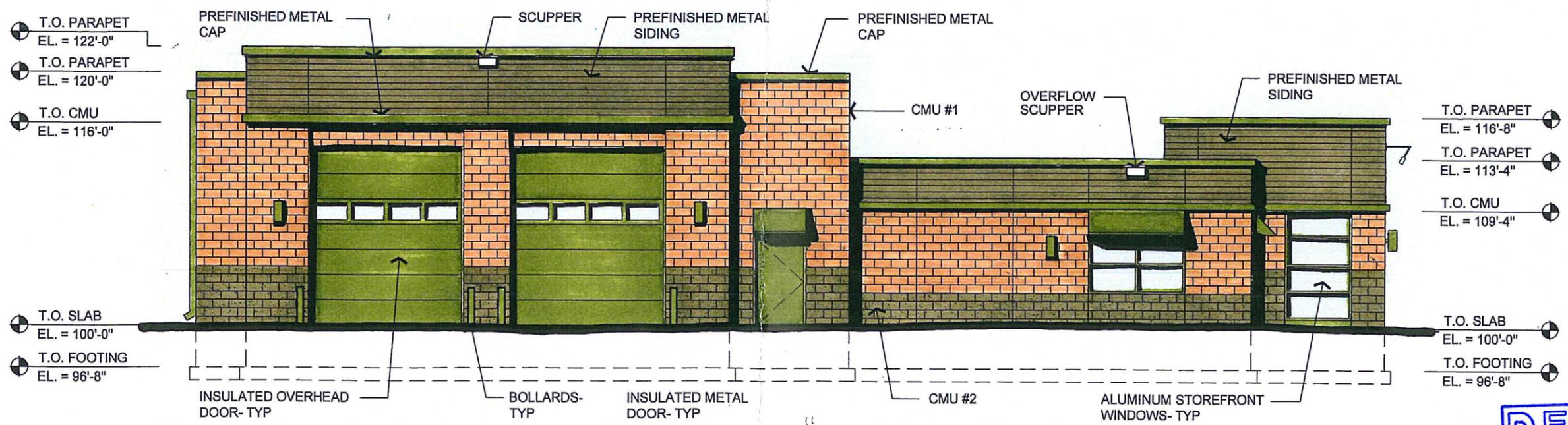
DRAWN	CHECKED	DESIGN
gjh	---	rch

SHEET NUMBER: **CG-1**

DATE: 5/6/13
REV: 5/24/13



1 WEST ELEVATION
N.T.S.

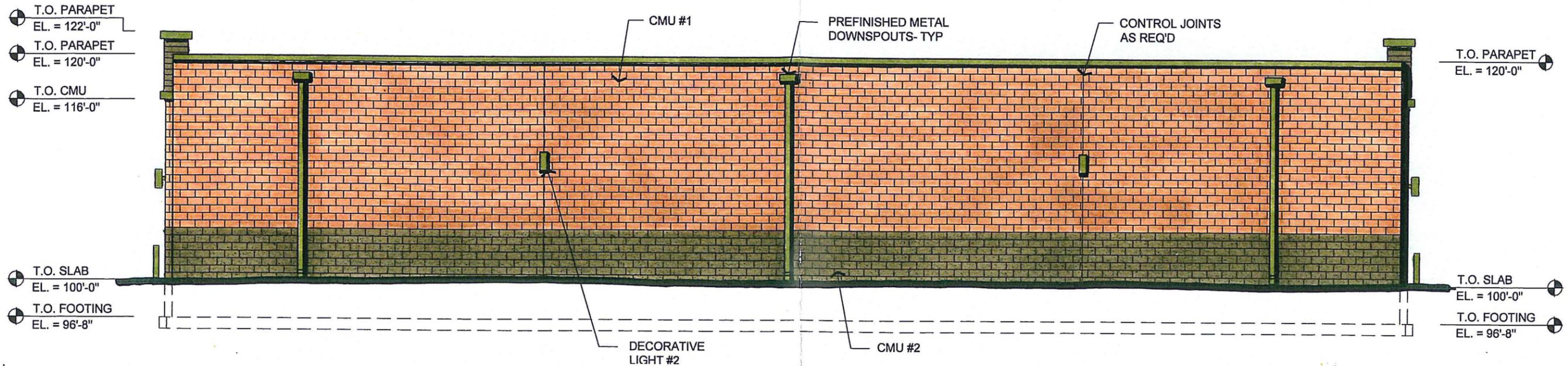


2 NORTH ELEVATION
N.T.S.

RECEIVED
MAY 6 2013



A3



1 EAST ELEVATION
N.T.S.



2 SOUTH ELEVATION
N.T.S.

RECEIVED
MAY 6 2013



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Dakota County CDA – Case No. 13-16SZPC

Meeting Date: June 24, 2013
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the following actions for property located at the corner of Cheney Trail and Cahill Avenue:

- a) Resolution relating to a **Comprehensive Plan Amendment** to change the land use from O, Office to MDR, Medium Density Residential.
 - Requires 4/5th's vote.
- b) **Ordinance Amendment** to the Arbor Pointe PUD Ordinance #789 to change the master land use plan for the parcel from R&D, Research & Development to Medium Density Residential - R-III, approximately 6-12 units/acre.
 - Requires 3/5th's vote.
- c) Resolution relating to a **Final Plat, Preliminary and Final PUD Development Plan** for a 66 unit senior housing multiple family development.
 - Requires 3/5th's vote.
- d) Resolution relating to a **Conditional Use Permit** for a multiple Family Development.
 - Requires 4/5th's vote.
 - 60-day deadline: July 5, 2013 (first 60-days)

SUMMARY

The Dakota County CDA is proposing to construct a 66 unit senior housing development on the vacant lot across from Walmart on the east side of Cahill Avenue. The property is currently guided for Office and zoned R&D, Research and Development. Along with site plan approvals, the request involves a comprehensive plan amendment and rezoning to allow multiple family development on this parcel.

ANALYSIS

The project consists of a one building, three story 66 unit senior housing development. The site would gain access from Cahill Avenue. There are 66 underground parking spaces proposed and 33 surface spaces. The project complies with all standards of the zoning ordinance and with the Arbor Pointe ordinance and Design Manual.

An improvement agreement and storm water facilities maintenance agreement will be required and will be presented to council for approval at a later date.

A number of residents attended the Planning Commission meeting with concerns regarding the project. The two main issues the residents had concerns with related to height of the building and development on the north half of the site. They would rather see a two-story building rather than three and would like some feeling of what will happen to the balance of the property. The

proposed building would be 34 feet at the midpoint of the roof (35 feet is maximum allowed). Just for reference, the maximum building height for the current zoning of the property is 60 feet.

This parcel has been vacant for some time. Allowing the senior housing project would be a low intensity, low traffic generating use and would be a low impact use abutting the residential on the hill behind this site. Additional residents in the area could provide some additional customers for the commercial areas that have been struggling.

Staff believes the proposed project would be a good fit for the area and supports the request.

RECOMMENDATION

Planning Staff: Recommends approval of the requests as presented.

Planning Commission: Recommends approval of the request with one added condition to the CUP relating to right of access for code compliance. (6-2).

Attachments: Comprehensive Plan Amendment Resolution
Rezoning Ordinance Amendment
Final Plat, Preliminary and Final PUD Resolution
Conditional Use Permit Resolution
Planning Commission Recommendation
Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE
THE LAND USE DESIGNATION OF THE PROPERTY DESCRIBED BELOW FROM O,
OFFICE TO MDR, MEDIUM DENSITY RESIDENTIAL**

**CASE NO. 13-16SZPC
(Dakota County CDA)**

WHEREAS, an application has been submitted for property legally described as;

**Outlot C, Arbor Pointe Commons, according to the recorded plat, Dakota County,
Minnesota**

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 4, 2013 in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Comprehensive Plan Amendment is hereby approved subject to the following conditions:

1. The plan shall not become effective until all approvals have been granted by the Met Council and the City.

2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____ 2013.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE #789 (ARBOR POINTE PUD
ORDINANCE) RELATING TO PARCEL ZONING

The City of Inver Grove Heights hereby ordains as follows:

SECTION I. Rezoning Land to Planned Unit Development (PUD) Ordinance No. 1037 adopted July 8, 2002, entitled "AN ORDINANCE AMENDING, RESTATING AND RECODIFYING SECTIONS 405, 425, 515, 516, 517, 518, 519, 520, 525, 535, 540, 545, 546 AND 550 OF THE INVER GROVE HEIGHTS CITY CODE ARE HEREBY IN THEIR ENTIRETY ANEMDED, RESTATED, RECODIFIED AND INCORPORATED INTO SECTION 515 TO READ AS CONTAINED ON THE ATTACHMENT HERETO." being also known as THE ZONING ORDINANCE is hereby amended to rezone Parcel C1 from R&D, Research and Development to Medium Density Residential, R-III, approximately 6-12 units/acre as shown on the Arbor Pointe Land Use Plan.

SECTION II. Amendment. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1037 as that certain map entitled Inver Grove Heights Zoning Map, June 24, 2002", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said Zoning Map on file with 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.

Ordinance No. _____

Page 2

SECTION III. 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:

AYES:

NAYS:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A FINAL PLAT, PRELIMINARY AND FINAL PUD
DEVELOPMENT PLAN FOR A 66 UNIT SENIOR HOUSING MULTIPLE FAMILY
DEVELOPMENT

Dakota County CDA
(Case No. 13-16SZPC)

WHEREAS, an application for a Final Plat, Preliminary and Final PUD Development Plan has been submitted to allow a 66 unit senior housing multiple family development for said property legally described as follows:

**Outlot C, Arbor Pointe Commons, according the recorded plat thereof, Dakota
County, Minnesota**

WHEREAS, the aforescribed property is located within the Arbor Pointe Planned Unit Development and property planned for multiple family residential;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 4, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Final Plat, Preliminary and Final PUD Development Plan to allow a 66 unit senior housing multiple family development is approved with the following conditions:

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

Final Plat
Site Plan

No date
dated 6/17/13

Grading and Erosion Control Plan	dated 6/17/13
Utility Plan	dated 6/17/13
Landscape Plan	dated 6/17/13
Elevation Plans (3 sheets)	dated 5/6/13

2. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
3. An additional 15 feet of right-of-way shall be dedicated along Cahill Avenue. The plat shall be modified to reflect this change.
4. A development contract shall be required to be entered into between the City and the developer addressing the improvements on the site. The development contract shall be approved by the City Council prior to release of the final plat.
5. Any large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
6. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not be visible from property lines.
7. All plans shall be subject to the review and approval of the Fire Marshal.
8. All grading and utility plans, or modifications thereof, must be approved by the City Engineer. All comments found on memo from City Engineer dated 5/28/13 must be incorporated into the plans prior to any work commencing on the site.
9. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

BE IT FURTHER RESOLVED that the 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 24th day of June, 2013.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A 66 UNIT SENIOR
HOUSING MULTIPLE FAMILY DEVELOPMENT

Dakota County CDA
(Case No. 13-16SZPC)

WHEREAS, an application for a Conditional Use Permit has been submitted to allow a 66 unit senior housing multiple family development for said property legally described as follows:

Outlot C, Arbor Pointe Commons, according to the recorded plat thereof, Dakota County, Minnesota

WHEREAS, the aforescribed property is located within the Arbor Pointe Planned Unit Development and property planned for multiple family residential;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 4, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow a 66 unit senior housing multiple family development is approved with the following conditions:

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

Final Plat	No date
Site Plan	dated 6/17/13
Grading and Erosion Control Plan	dated 6/17/13
Utility Plan	dated 6/17/13

Landscape Plan
Elevation Plans (3 sheets)

dated 6/17/13
dated 5/6/13

2. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
3. An additional 15 feet of right-of-way shall be dedicated along Cahill Avenue. The plat shall be modified to reflect this change.
4. A development contract shall be required to be entered into between the City and the developer addressing the improvements on the site. The development contract shall be approved by the City Council prior to release of the final plat.
5. Any large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
6. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines.
7. All plans shall be subject to the review and approval of the Fire Marshal.
8. All grading and utility plans, or modifications thereof, must be approved by the City Engineer. All comments found on memo from City Engineer dated 5/28/13 must be incorporated into the plans prior to any work commencing on the site.
9. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

BE IT FURTHER RESOLVED that the 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 24th day of June, 2013.

AYES:
NAYS:

George Tourville, Mayor

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: June 4, 2013
SUBJECT: DAKOTA COUNTY CDA – CASE NO. 13-16SZPC

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment to the Arbor Pointe PUD Ordinance 789 to change the master land use plan from R&D, Research and Development, to R-III; a comprehensive plan amendment to change the land use designation from O, Office to MDR, Medium Density Residential; a final plat and final PUD development plan for a 66 unit multiple-family senior housing development; a conditional use permit for a multiple-family, 66 unit senior housing development, and a variance from the minimum landscape standard, for the property located at the corner of Cheney Trail and Cahill Avenue. 40 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is no longer requesting any variances. The applicant has submitted an application to construct a 66 unit senior housing development on the vacant parcel on the east side of Cahill across from Wal-Mart. The project consists of a one building, three story senior housing complex on the far south end of the property. The project would provide for 66 underground parking spaces and 33 surface stalls. Access would be via Cahill Avenue. The existing knoll would be left in place and the balance of the property would remain undeveloped at this time. The applicant has indicated they will revise their landscape plan to comply with the Arbor Pointe Ordinance landscape standards. Staff supports the request with the conditions listed in the report.

Chair Hark asked if the trees shown on the south property line would be impacted.

Mr. Hunting replied that the applicants would not impact those existing trees.

Chair Hark asked if the knoll on the northern end of the property would be left alone as well.

Mr. Hunting replied in the affirmative.

Chair Hark asked if satellite dishes would need to be screened.

Mr. Hunting replied that the screening requirements did not apply to satellite dishes.

Commissioner Klein asked if the applicants planned to cut into the existing hill on the south lot line.

Mr. Hunting replied there would be some minor grading alterations but the applicants were purposely keeping away from the tree line.

Commissioner Klein asked for clarification regarding retaining walls, stormwater runoff, etc.

Mr. Hunting pointed out the location of the proposed infiltration basin, but stated the applicant could better answer the question.

Commissioner Simon asked if the criteria for the conditional use permit and the PUD were combined in the planning report.

Mr. Hunting replied in the affirmative.

Commissioner Simon asked if staff heard from any of the neighbors.

Mr. Hunting replied that staff heard from two or three neighbors; however, the applicant held a meeting with the Cheney Trail neighborhood where many of their questions were likely addressed.

Commissioner Gooch asked if the proposed building would have to comply with the Arbor Pointe design standards (i.e. 'Arbor Pointe Green').

Mr. Hunting replied that 'Arbor Pointe Green' and many of those elements applied only to commercial buildings. This building would have to meet the basic standards of the design manual, but the requirements for residential were much less restrictive.

Commissioner Wippermann asked for clarification of the location of the east lot line.

Mr. Hunting advised that the lot line was primarily on top of the slope.

Commissioner Wippermann stated there were trees near the top of the slope that were likely planted in connection with the single-family homes and he asked if those would remain even though they were on the applicant's property.

Mr. Hunting stated that decision would be up to the applicant.

Commissioner Simon noted there were rock retaining walls in that area as well.

Opening of Public Hearing

Kari Gill, Dakota County CDA, 1228 Town Centre Drive, Eagan, advised she was available to answer any questions.

Chair Hark asked if she understood and agreed with the staff recommendations.

Ms. Gill replied in the affirmative.

Commissioner Wippermann asked if the applicant had any color renderings of the proposed building.

Kirk Velett, Insite Architects, 1101 W. River Parkway, Minneapolis, replied they did not have any

color renderings and have not yet determined color schemes.

Ms. Gill advised that the building exterior would have brick and hardy board siding.

Chair Hark asked if the PUD standards addressed residential exterior color schemes.

Mr. Hunting replied the design manual established higher standards for commercial areas but allowed variations of color in the residential areas.

Commissioner Wippermann asked if the trees planted into the slope on the east side would remain.

Ms. Gill replied in the affirmative.

Commissioner Simon asked if the existing rock retaining walls would remain as well.

Ms. Gill replied she believed those were on the property line and they would remain untouched.

Commissioner Klein asked the applicant to address the stormwater runoff.

Ms. Gill replied they were still working on the final engineering, but the general location of the holding pond was as Mr. Hunting had indicated.

Commissioner Klein asked if they would be incorporating retaining walls or slope.

Mr. Velett replied it would be more slope; the only retaining walls would be at the garage entry.

Commissioner Wippermann asked if the applicant foresaw any future use for the north portion of the property other than leaving it natural.

Ms. Gill replied that currently there were no plans for another building. She added it was her understanding that if they ever wanted to develop that property they would have to come back to the City with a rezoning request.

Commissioner Klein asked what the estimated value of the project was.

Ms. Gill replied that recent projects have been bid at approximately \$100,000 per unit for construction.

Commissioner Klein replied that would total approximately \$6.6 million for construction. He asked if it would be strictly senior development.

Ms. Gill replied in the affirmative, stating the housing units were for adults 55 and over.

Commissioner Klein asked if taxes would be paid to the school district.

Ms. Gill replied as they have done with other projects, they pay a onetime fee.

Commissioner Klein asked if the applicants would pay park dedication fees.

Ms. Gill replied that park dedication was previously paid on all the lots in Arbor Pointe.

Chair Hark asked if they planned to build the raised gardens shown on the plans.

Ms. Gill replied in the affirmative.

Chair Hark asked Ms. Gill to define affordable housing units.

Ms. Gill replied that currently the maximum annual income for a one person household was just over \$45,000 and just over \$51,000 for a two person household. Currently fixed rents for the income restricted units were \$573 for a one bedroom and \$711 for a two bedroom unit. Garages were optional at \$45 per month. They are also proposing six premium units which do not have an income limit associated with them; those units are currently \$900 a month.

Commissioner Klein asked if Inver Grove Heights residents would get preference over others for a unit.

Ms. Gill replied they would not; however, they do give preference to County residents or those with immediate family members in the County.

Commissioner Lissarrague asked if there were on-site caretakers or managers.

Ms. Gill replied there would be an on-site caretaker that is a resident of the building; a property manager and maintenance technician would be assigned to take care of the building as well.

Commissioner Klein stated the Dakota County CDA does an excellent job of maintaining their properties.

Ms. Gill stated they do their own property management but hire private contractors to do snow removal and lawn care.

Commissioner Lissarrague asked if the CDA had received any complaints for their other senior developments in Inver Grove Heights.

Ms. Gill replied not to her knowledge.

Chair Hark stated he has heard nothing but good things about CDA housing projects.

Christopher Riess, 9281 Cheney Trail, stated that although the CDA has said they have no plans at this point to build a second building it seems reasonable that at some point in the future they will come back with a request to build on the other half of the parcel. The neighborhood is asking the City to look at the plans for this development as a whole as well as address the neighborhood's biggest concern, which is the proposed third story. He advised that senior housing in itself was not an issue, and he suggested that if they modified the building using a bigger footprint but at two stories they would not get as much pushback from the neighborhood. He advised that when the CDA built their first senior project in Inver Grove Heights they came

back eight years later and built a second building next to it; he believes that is what will happen in this instance as well.

Chair Hark asked for clarification of the elevation of the neighboring homes.

Mr. Riess replied he believed the top of the hill was 20 feet higher than the ground level of the proposed building.

Chair Hark asked if leaving the existing trees in place would help mitigate the building height concern.

Mr. Riess replied that the trees were not large enough to act as a screen. He added that if the CDA came back with a plan for the north half of the property they would likely remove the knoll, leaving the homes behind it exposed. Instead of two three-story buildings the neighborhood would prefer one larger two-story building.

Commissioner Lissarrague asked how close the proposed building would be from the homes.

Mr. Hunting replied that the proposed building was approximately 60 feet from the property line at its closest point, and the houses were approximately a hundred feet from the property line. Therefore the building would be approximately 160 feet from the homes.

Mr. Riess stated it comes down to the homeowners having a reasonable expectation that the property would be developed as it was zoned when they purchased their property on Cheney Trail. If it is not going to be developed as such, they would at least like the opportunity to work with the City to guide the development and instead of 66 three-story units on half of the property, perhaps build 88-100 units of two-story using the entire property.

Commissioner Klein asked if the City had the right to put a no build on the property to ensure there was no further expansion other than the building being requested.

Mr. Hunting replied he did not believe the City had the ability to place a no build on the property without some compensation to the County.

Commissioner Klein suggested they ask the County if they would agree to that condition.

Mr. Link replied that property owners have the right to volunteer restrictions on their property, but he did not think the City had the authority to require it in this case.

Mr. Riess stated he was told the County did not actually own the CDA.

Commissioner Klein replied then they could ask the CDA to agree to a no build.

Chair Hark asked if the CDA had done no builds in other developments.

Ms. Gill replied she was not aware of any case in which they had done that. She advised she was not in a position to agree to a no build but she could broach the subject with her director.

Commissioner Klein asked what the additional cost would be to build a larger two-story building versus a three-story. He added that such a configuration could result in a long walk from the underground parking to a resident's apartment.

Mr. Velett replied he could not give an exact dollar amount, but it would be considerably more costly. He added that if they built only two stories it was unlikely there would be a garage under all of the building.

Commissioner Lissarrague asked if there was a plan for a Phase II.

Chair Hark stated right now the Commission was dealing with what was in front of them, which was a plan for one building.

Mr. Riess stated the fact that they pushed the building all the way to the south lot line indicates to him they are planning to build a second building. He advised that the developer has stated they have four upcoming projects throughout the County and a waiting list of over 300 people for Inver Grove Heights alone. In his opinion it stands to reason that after building those four other projects they would build a second building on this property rather than going out and purchasing more property, especially since they have such a long waiting list.

Joe Sunday, 9285 Cheney Trail, showed photos of the view from his deck and stated his concern was the third story. He was not opposed to senior housing, but would prefer two stories so he could look at rooftops rather than in people's windows. He stated on a previous application Mr. Klein had brought up potentially splitting the property in half, and Mayor Tourville had stated that would be unfair to the half of the residents who had to deal with the development while the other half got open space behind their house. In this case the neighbors on the south end were disadvantaged; however, he believed the neighbors on the north end would eventually see a building behind them as well. He stated an office use would likely generate more taxes than subsidized housing.

Commissioner Klein asked if the CDA owned the property in question and stated, if so, it was unlikely the CDA would be building offices.

Mr. Sunday replied that the fact that the CDA purchased the property prior to the rezoning process raised questions in his mind. He suggested that the CDA go back to the drawing board and come back with a plan for the entire property with no more than two stories.

Aric Elsner, 9250 Cheney Trail, stated he purchased his home with the expectation that this property would be developed as office. He does not want to look at a three story building and he feels the proposed project will lower his property value. He advised that the trees in front of his property were all scrub trees and would not provide any cover from the proposed building. He requested that overstory trees be planted if this application was approved. He believed the CDA would eventually build another three-story building on the north end of the property and he asked that the neighborhood be allowed to look at the final plan for the entire lot.

Dan Hagen, 9262 Cheney Trail, stated he had a lot of money invested in large boulder retaining walls and he was concerned about them potentially being impacted by the construction.

Commissioner Klein stated the applicants would be liable if those boulders moved.

Mr. Hagen stated he was opposed to the third story and believed the applicants would eventually flip flop the plan and put the same building on the north end of the property.

Commissioner Klein asked if they would meet the parking space requirements if they built a comparable building on the north end.

Mr. Hunting replied additional parking would be necessary.

Commissioner Klein asked how many additional units the property could sustain.

Mr. Hunting stated no such analysis was done. If the CDA were to propose another building it would have to be rezoned and reguided. The next category of density was essentially unlimited and the maximum number of units would be dependent on meeting all the performance standards.

Kathleen Coates, 9257 Cheney Trail, stated she agreed with the other neighbors that the height of the building was too tall. She felt that a second building was likely which would result in her current view of trees and Wal-Mart in the distance being that of a building. She requested that the applicant maintain the north end of the property and keep it free of trash. She is concerned that the proposed development will decrease her property value further.

Jeremy Coates, 9257 Cheney Trail, stated he would like to see the property maintained as well, and he would prefer two stories rather than three.

Darion Kuefler, 9254 Cheney Trail, stated when he agreed to build in the area it was with the assumption that the subject property would develop as it was zoned. He feels that changing the use at this point is like changing an agreement they had with the City. With that in mind, he would be willing to compromise by agreeing to two stories and developing the lot all at once rather than coming back later with a second building. If the application goes through he requested that substantial evergreens be planted to provide year round screening.

Mr. Riess stated he was not requesting that two buildings be built at one time; just that the applicant brings back a proposal for the entire property so the neighbors could see the ultimate plan. He stated that parking would likely not be an issue.

Mr. Sunday stated the site lines shown on the plan were inaccurate.

Chair Hark asked if the variance was no longer being requested.

Mr. Hunting replied in the affirmative.

Commissioners Gooch and Simon asked if the applicant would like to respond to the points brought up by neighbors.

Ms. Gill stated at this point they would probably not want to propose a two story building. She advised the CDA has built 26 such developments and three stories works better for senior

housing. She added that she could talk to her director regarding a no build on the northern portion. She stated the corner of the building was approximately 165 feet from the homes. She said it was common for single-family homes to be at the same height and to be much closer together than 165 feet, and she did not see this situation as being significantly different than having another single-family home in your backyard. In regard to why they purchased the property prior to asking for a land use change, she explained that this situation was unusual in that Rottlund went into bankruptcy and their properties were being sold by a receiver. This piece was the only property remaining in their inventory and they reduced the price once more. If it was not sold by the end of March it was going back to three bankruptcy banks, one of which was in Canada. Because of this the CDA went ahead with the purchase but were aware that a rezoning would be necessary.

Commissioner Gooch asked if the CDA had any reasonable assurance from the City that it would be rezoned prior to purchasing the property.

Ms. Gill replied they had no such assurances from the City.

Commissioner Lissarrague stated planting evergreen trees would help screen the building from the neighbors.

Ms. Gill advised they have to submit a revised landscape plan showing additional trees before final approval. She stated they would be open to exchanging conifer trees for some of the ornamental or overstory trees.

Chair Hark stated the location of the trees was very important to the neighbors, and planting larger, more mature trees could help mitigate the visual aspect of the three story building.

Ms. Gill stated they would be open to working with the City regarding trees.

Chair Hark closed the public hearing.

Planning Commission Discussion

Commissioner Klein asked how the Commission would go about adding a recommendation for a no build on the northern part of the property.

Mr. Hunting replied it could be added as a condition or incorporated into the overall recommendation.

Chair Hark stated he saw no harm in making that recommendation.

Commissioner Elsmore disagreed, stating it seemed unreasonable to limit the use of the property, especially since at this point the CDA has not made a request for anything other than one building.

Chair Hark stated he was suggesting that the City just ask the CDA to consider a no build.

Commissioner Klein agreed, stating the CDA would have to agree to it.

Commissioner Elsmore stated by putting that language in the recommendation; however, they would be saying the Planning Commission was agreeable with a three-story building on the southern section and would like a no build to be added for the northern portion.

Commissioner Lissarrague stated he understood the neighbors' concerns; however, the Planning Commission had to look at what was before them, which was a plan for one building and no plans at this point for a Phase II. He asked that the applicant would be sensitive to the neighbors' concerns, particularly their request for evergreen trees.

Commissioner Gooch stated at this point the City has leverage because the CDA has a piece of property they cannot build on unless the City agrees to it. The request by the neighbors is that either this be set up as a completed project or it be limited to two story buildings. He suggested they add a condition to the motion that this be limited either to the existing design or two story buildings.

Commissioner Scales stated he supported staff's recommendation to approve the request as proposed and was opposed to putting restrictions on the property. He stated the CDA has a reputation for doing an excellent job of building and maintaining its facilities, and he pointed out that most residents look out their windows at their neighbors.

Chair Hark asked Commissioner Scales what his opinion was of requesting that the City ask the CDA if they would be agreeable to a no build on the northern portion of the property.

Commissioner Scales stated he would not have an issue with a request to request, but if he were the land owner he would never agree to a no build.

Commissioner Gooch said the point is that the CDA purchased the land to do something that the property is not zoned to do. The neighborhood is not opposed to a senior development, they just want some limitations. He stated the CDA can maintain a two-story building as well as a three-story.

Commissioner Scales stated he did not see the difference between looking at a roof or at the side of a building.

Commissioner Klein asked if the comprehensive plan amendment would have to go to Met Council.

Mr. Hunting replied in the affirmative, stating if this received City Council approval it would still be contingent on Met Council approval.

Planning Commission Recommendation

Motion by Commissioner Elsmore to approve a comprehensive plan amendment to change the land use designation from O, Office to MDR, Medium Density Residential with the three conditions listed in the report, an ordinance amendment to the Arbor Pointe PUD Ordinance 789 to change the master land use plan from R&D, Research and Development to R-III, a final plat for a one lot subdivision, a preliminary and final PUD development plan and a conditional use permit for a 66 unit senior housing development with the nine conditions listed in the report, for the property located at the corner of Cheney Trail and Cahill Avenue.

Commissioner Simon asked to add a friendly amendment to the conditional use permit requiring that the City Code Enforcement Officer be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

Commissioner Elsmore agreed to the amendment.

Chair Hark asked how Commissioner Gooch would like to handle the previous discussion regarding the neighbor concerns.

Commissioner Gooch asked if Commissioner Elsmore would be willing to add a condition to the motion that either the building be limited to two stories or only one three story building as drawn for this lot.

Commissioner Simon asked if that should be done as a separate vote from the motion on the table.

Commissioner Scales stated in his opinion they should call for a second to Commissioner Elsmore's motion and then put it to a vote.

Commissioner Elsmore advised that she agreed to Commissioner Simon's amendment but not Commissioner Gooch's as it essentially changed her motion.

Chair Hark asked if Commissioner Elsmore would consider retracting her motion and voting on the requests individually.

Commissioner Elsmore replied she would prefer to keep her motion on the table.

Second by Commissioner Simon.

Commissioner Lissarrague asked for clarification that the motion was to approve all four requests plus an amendment regarding right of access for code enforcement.

Commissioner Elsmore replied in the affirmative, stating it was her understanding they would vote on Commissioner Gooch's amendment afterwards.

Mr. Link clarified that if the maker of the motion and the seconder were agreeable to the same conditions then that is the motion on the floor. The motion at this point is to approve all four requests with a condition regarding right of access for code enforcement. If Commissioner Gooch moves to amend that motion and there is a second, then the Commission would vote on the amendment and then on the original motion.

Motion by Commissioner Gooch, second by Commissioner Klein, to require that the final plat consist of one three-story building and no more, or that any building constructed on the property be limited to two stories.

Motion failed (4/4 – Elsmore, Simon, Lissarrague, Scales)

Recommendation to City Council

June 4, 2013

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Motion by Commissioner Elsmore, second by Commissioner Simon, to approve a comprehensive plan amendment to change the land use designation from O, Office to MDR, Medium Density Residential with the three conditions listed in the report, an ordinance amendment to the Arbor Pointe PUD Ordinance 789 to change the master land use plan from R&D, Research and Development to R-III, a final plat for a one lot subdivision, a preliminary and final PUD development plan and a conditional use permit for a 66 unit senior housing development with the nine conditions listed in the report, and an additional condition requiring that the City Code Enforcement Officer be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit, for the property located at the corner of Cheney Trail and Cahill Avenue.

Motion carried (6/2 – Hark, Gooch). This item goes to the City Council on June 24, 2013.

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

REPORT DATE: May 23, 2013
(amended June 17, 2013)

CASE NO: 13-16SZPC

APPLICANT: Dakota County CDA

REQUEST: Comp Plan Amendment, Rezoning, Final Plat, Conditional Use Permit, Preliminary and Final PUD Development Plan approval

HEARING DATE: June 4, 2013

LOCATION: Corner of Cahill Avenue and Cheney Trail

COMPREHENSIVE PLAN: O, Office

ZONING: Arbor Pointe PUD/R&D, Research and Development

REVIEWING DIVISIONS: Planning
Engineering
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted an application to construct a 66 unit senior housing development on the vacant parcel on the east side of Cahill, across from Wal-Mart. The project consists of a one building, three story senior housing complex consisting of one and two bedroom apartments. The project would provide affordable units to those 55 and over who would qualify under the CDA's program. The project would provide for 66 underground parking spaces and 33 surface stalls. Access would be via Cahill Avenue.

The specific applications being requested are:

1. Comprehensive Plan Amendment to change the land use designation from O, Office to MDR, Medium Density Residential.
2. Amendment to the Arbor Pointe PUD to change the land use of the property from R&D, Research and Development to Medium Density Residential - R-III, approximately 6-12 units/acre.
3. Final Plat approval for a one lot subdivision to be known as Arbor Crest 2nd Addition.
4. Preliminary and Final PUD Development Plan for a 66 unit senior housing development.
5. Conditional Use Permit for a 66 unit senior housing development.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North - Concord Crossroads strip center; zoned LNB; guided NC.

East - Arbor Crest residential neighborhood; zoned Low Density; guided LDR, Low Density Residential.

West - Wal-Mart; zoned CSC, Commercial; guided RC, Regional Commercial.

South - Large lot residential; zoned A, Agricultural; guided CC, Community Commercial, LDR.

History. The Arbor Pointe PUD was originally approved in 1989 as a 450 acre mixed use planned unit development. The mix of uses included residential development of different densities and product type, small and large scale retail, a hotel/conference center, golf course, a large parks and trails plan, office and some civic buildings. Grading and road construction began in 1992 and the first housing developments began construction in 1994. Construction of the residential portions of the development continued steadily throughout the 90's and the golf course and parks and trails were also developed during this same time period. Commercial construction didn't begin until 1999. During that same time period, the Council changed the land use plan, removing the hotel designation for additional retail. Over the years, there have been a number of changes to the original plan due to changes in market demand and needs of the City and developer.

The subject site has been designated R&D, Research and Development since the inception of the first Arbor Pointe Plan. There have been two development proposals that have included this parcel. The first was the Wal-Mart proposal which included moving Cahill to the east and retaining the balance of the subject lot as open space. The Wal-Mart plan was subsequently changed and the final approval did not include this parcel. The second proposal was for an office/medical facility development. That plan was approved in 2006 but the developer was unable to find enough parties interested in leasing space and the project was ultimately scrapped.

COMPREHENSIVE PLAN

The current designation of the area in question is O, Office. The project as proposed has an overall density of 11.6 units/acre. This density would require a comprehensive plan change to MDR, Medium Density Residential, 6-12 units/acre. The comprehensive plan categorizes the MDR category as:

“Medium density residential accommodates somewhat higher residential densities ranging from 6-12 units per net acre. Uses in this classification include higher density townhome developments and apartments, all with full public utility service.”

The site is surrounded by a mix of different uses. Multiple family would be a typical land use that is located next to or near commercial and many times do front on streets that will have higher traffic generation.

The bigger question is addressing development of this parcel. As stated above, there have been two other applications that contained this parcel, but neither resulted in development. The parcel has remained undeveloped since the southern portion of Arbor Pointe began developing around 1999. There have been a number of changes to the original Arbor Pointe master plan over the years that addressed current trends in development and addressed areas where the original plan identified uses that just did not pan out. Changing the land use designation in this instance would not be an isolated case in Arbor Pointe.

Just recently, the City Council approved a trailer sales lot on a parcel just south of here that has also sat vacant for a number of years. Part of Council's, and Planning Commissions comments during the review of that request was that it is time to develop some of these empty parcels and maybe the current land use designation needs to be looked at.

Adding additional residents to the area would provide more customers for the businesses. Staff believes a senior housing project would be compatible with the area and would support the land use change designation.

The comprehensive plan still needs to go through the Met Council review process. Any city approvals are subject to their review and approval.

ORDINANCE AMENDMENT/REZONING

The property is governed by the Arbor Pointe Planned Unit Development. It was approved with a master land use plan and ordinance. Each area was zoned a particular land use based on the plan. In this case, this parcel has been designated R&D since the PUD was approved in 1992. Any change to a land use requires an amendment to the Arbor Pointe Ordinance. In this case, the applicant is requesting the land use be changed to Medium Density Residential.

In reviewing the request, staff makes the following comments:

- The additional residential units create more "roof tops" which could be beneficial to all commercial in Arbor Pointe by providing more residents and more potential retail customers.
- The property has been on the market since 1999 with one development application presenting a land use consistent with the current zoning (medical office) and one that would have utilized the outlot as open space.

- Developing the site with residential units could potentially work better with the existing terrain. There would be less grading along the east property line (abutting the backyards of the existing houses) and the existing knoll would remain.
- A residential use would be appropriate abutting the existing single family. The retail users to the north are not high intensity and, as such, would not have a negative impact to this use. The site faces the back side of Wal-Mart so it is not subjected directly to the store front, parking lot lighting or customer traffic. This type of use is a typical transitional use from commercial to multiple family residential to single family residential.
- Traffic generation from a senior housing project would be less than that generated by an office or medical office complex.

FINAL PLAT AND PUD DEVELOPMENT PLAN

Final Plat. The final plat is just a replat of outlot C into one lot. Subdivision Code requires perimeter easements. In this case, a 10 foot drainage and utility easement is required along the east boundary. The plat must be revised to show this easement.

Engineering has noted a regional item to address is the potential need for traffic review at the intersection at Cheney and Cahill Avenues. The CDA Project, Absolute Trail, Short Dance Studio and the pending development of the Jean Ades site will increase traffic at the intersection. We also know that the MnDOT project building the East Frontage Road has also added traffic to this location. In the past there was some concern about turning movements also. The division will be reviewing the history and projections to see if additional study is needed at the intersection as Cahill Ave becomes the east frontage Road for TH 52 . As a result, Engineering is recommending an additional 15 feet of right-of-way be dedicated so there is room for any future possible road improvements. This would increase the total width from 60 feet to 75 feet. The request for additional right-of-way does not result in any setback issues or redesign of the project. All required setbacks would still be met.

Overall PUD Density. Arbor Pointe was approved with a maximum density of 1250 residential units. A total of 1077 units were ultimately approved in all the residential units. Adding the additional 66 units would bring the total to 1143, which is below the maximum allowed.

Setback Standards. The building and parking lot meet all perimeter setbacks.

Building Coverage/Impervious Surface. Maximum impervious surface allowed in the R-III is 60%. The project as designed would contain 55,620 square feet of impervious surface, or 22% overall.

Building Height. The proposed buildings would be approximately 34 feet high at midpoint of

the roofline. Maximum building height is 35 feet measured at midpoint of roofline. Buildings comply with height standard.

Parking. The Zoning Ordinance has a parking provision for housing developments for the elderly which requires 1.5 spaces per unit. The CDA is proposing 66 underground units and 33 surface spaces for a total of 99 spaces. The project as proposed meets parking standards. The site plan shows two locations for future proof of parking should the project need additional.

Street, Traffic and Circulation. The project is proposed with three curb cuts on to Cahill. No access points are proposed on to Cheney Trail. There are no curb opening conflicts for any openings on the west side of Cahill. The City Engineer has reviewed the plan and finds the access spacing acceptable.

Landscaping. *The Arbor Pointe PUD Ordinance requires a minimum number of over story and ornamental trees based on the number of units. A total of one over story and one ornamental tree are required for each unit. In this case, a total of 66 over story and 66 ornamental trees are required. An equivalence in caliper inches would be 198 over story inches and 82.5 ornamental inches. The proposed landscape plan shows a total of 41 over story (200 caliper inches) and 66 ornamental (82.5 caliper inches). Trees are shown over the entire site and some 10 foot evergreen trees are proposed and would be field located to provide some additional screening. The plan complies with the intent of the design manual.*

Architecture. The proposed building would consist of a 3-story 66 unit building in a “T” shape. The exterior would consist of lap siding and brick throughout. The roofline is broken up with multiple gables and overall building height would be 34 feet at the roof midpoint.

Parks and Trails. The park dedication for the plat has been fulfilled previously and no further park dedication or contribution is required for this plat.

The Arbor Pointe Master Plan illustrates a trail to be built along the entire east side of Cahill Avenue. The first segment of the trail was installed to Cheney Trail by the developer of Concord Crossroads. The plans provide for the remaining segment of the trail (8 foot wide bituminous) along the entire frontage along Cahill

Rooftop Equipment. The buildings will not have roof top equipment since they are designed with pitched roofs. Large scale ground mechanical equipment must still be screened with adequate landscape material.

Parking Lot and Building Lighting. The site plan identifies 6 light poles along the outside boundary of the parking lot. All parking lot and building lighting must be a shoe-box style with flat lens. The applicant must provide additional information on the light fixtures prior to issuance of any permits.

Grading and Drainage. Grading, drainage, and utility plans have been submitted for review. The Engineering Department has completed a staff review of the project and finds the plans acceptable subject to the comments listed in the memo dated 5/28/13 from the City Engineer.

Development Contract. A development contract would be required with this development to address specific improvements to the site, and storm water. Details of the development contract would be worked out prior to City Council review.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- o Approval of the Comprehensive Plan Amendment to change the land use designation from O, Office to MDR, Medium Density Residential subject to the following conditions:
 1. The plan shall not become effective until all approvals have been granted by the Metropolitan Council and the City.
 2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
 - o Approval of An **Ordinance Amendment** to the Arbor Pointe PUD Ordinance #789 to change the land use designation of the property from R&D, Research and Development to Medium Density Residential, R-III.
 - o Approval of the **Final Plat for a 1 lot subdivision, and Preliminary and Final PUD Development Plan and Conditional Use Permit** for a 66 unit senior housing development subject to the following conditions:
 1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Final Plat	No date
Site Plan	dated 5/24/13
Grading and Erosion Control Plan	dated 5/24/13
Utility Plan	dated 5/24/13
Landscape Plan	dated 5/23/13
Elevation Plans (3 sheets)	dated 5/6/13

2. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
 3. An additional 15 feet of right-of-way shall be dedicated along Cahill Avenue. The plat shall be modified to reflect this change.
 4. A development contract shall be required to be entered into between the City and the developer addressing the improvements on the site. The development contract shall be approved by the City Council prior to release of the final plat.
 5. Any large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
 6. All parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not visible from property lines.
 7. All plans shall be subject to the review and approval of the Fire Marshal.
 8. All grading and utility plans, or modifications thereof, must be approved by the City Engineer. All comments found on memo from City Engineer dated 5/28/13 must be incorporated into the plans prior to any work commencing on the site.
- o Approval of a **Variance** to allow a landscape plan with fewer trees and required by the Arbor Pointe Design Manual as depicted on the Landscape Plan dated 5/23/13.

B. Denial. If the Planning Commission does not favor the proposed applications or portions thereof, the above request or requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

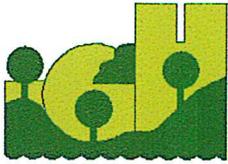
RECOMMENDATION

This request raises the question again to Planning Commission and City Council what to do with this parcel that has remained vacant for some time. Allowing the senior housing project would be a low intensity, low traffic generating use and would be a low impact use abutting the residential along Cheney Trail. The additional residents in the area could provide some additional customers for the commercial area that has been struggling. Leaving the zoning as is, the site may remain vacant and underutilized for some time.

The City Council just recently made a code interpretation on a general retail use that will allow development of a commercial zoned property, just south of this site. This site also has remained vacant for some time.

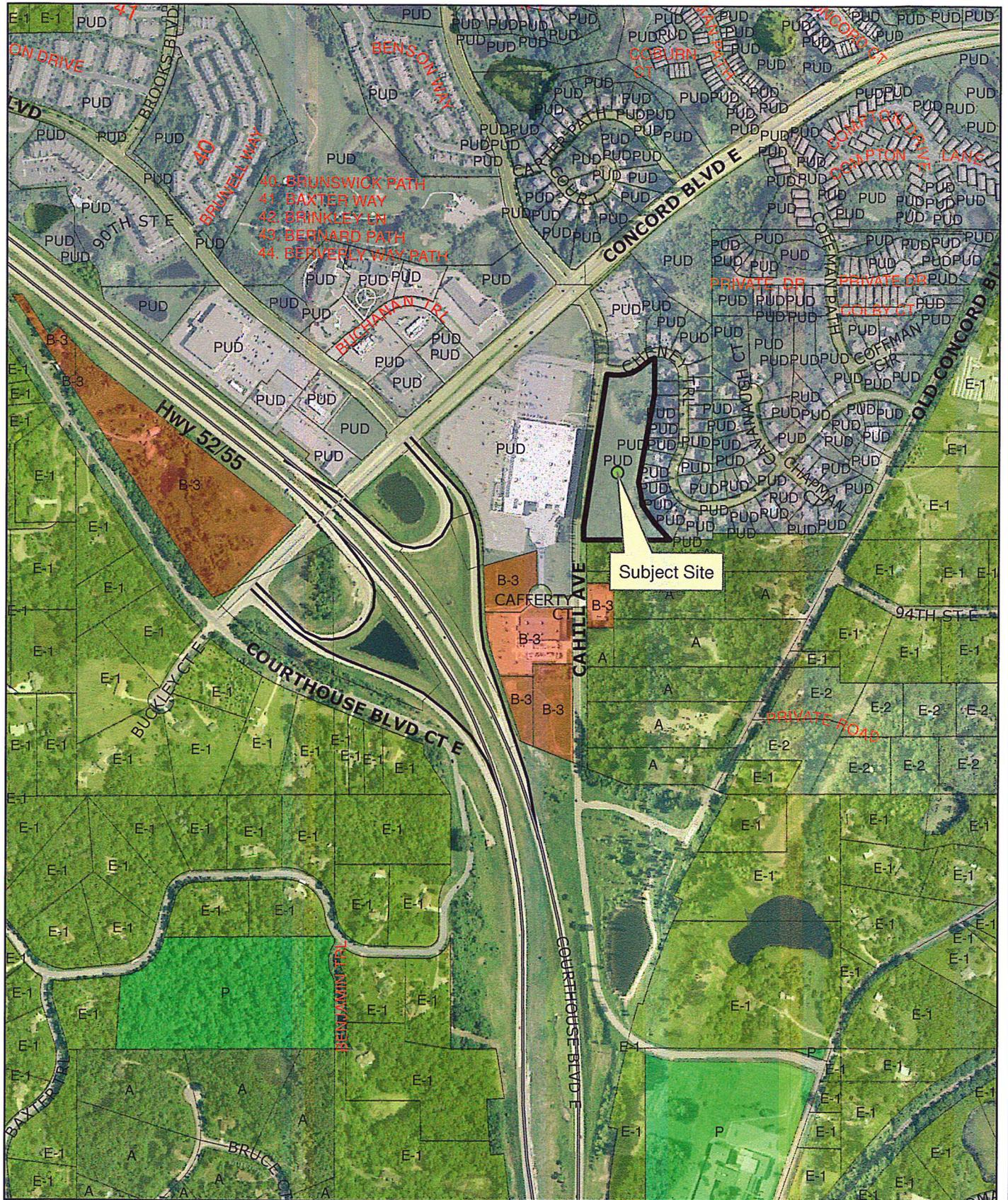
Staff believes the proposed project would be a low intensity use and would be a good fit for the area. If Planning Commission and Council support the comprehensive plan amendment and ordinance zoning change, staff would recommend approval of the PUD development plan, Conditional Use Permit and Final Plat with the conditions listed.

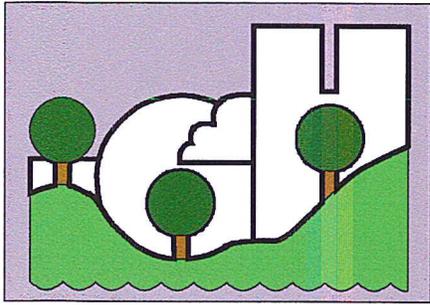
Attachments: Location Map
Arbor Pointe Zoning Map
Comprehensive Plan Map
Applicant Narrative
Site Plan
Final Plat
Grading and Drainage Plan
Landscape Plan
Building Elevations (3 sheets)
Illustration showing height of building to existing houses



Location/Zoning Map

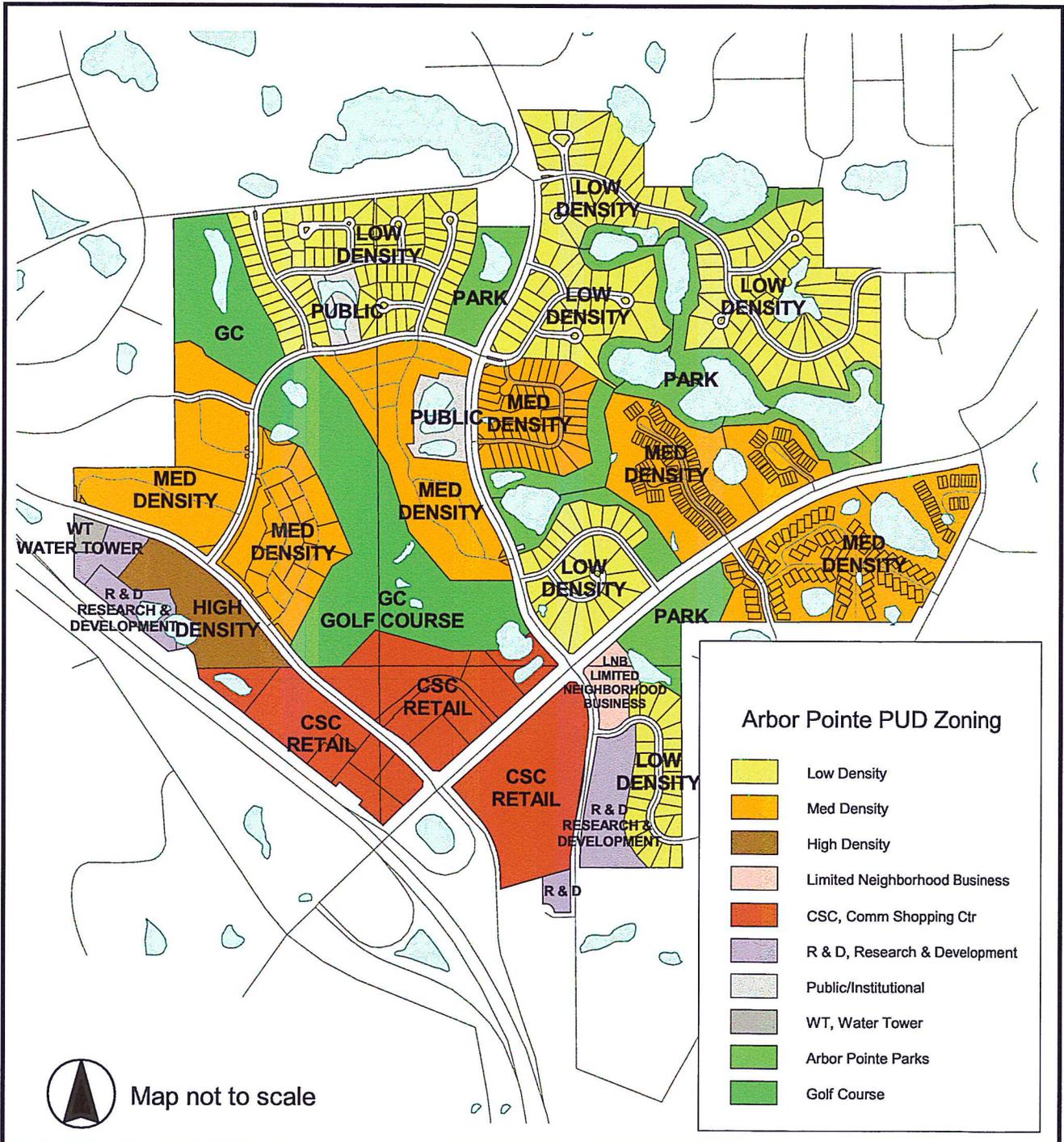
Case No. 13-16SZPC





Arbor Pointe PUD Zoning Map

Latest Zoning Update: May 9, 2005



Arbor Pointe PUD Zoning

-  Low Density
-  Med Density
-  High Density
-  Limited Neighborhood Business
-  CSC, Comm Shopping Ctr
-  R & D, Research & Development
-  Public/Institutional
-  WT, Water Tower
-  Arbor Pointe Parks
-  Golf Course



Map not to scale

Arbor Pointe Planning Application Narrative

This submittal requests a Comprehensive Plan Amendment, Rezoning, Conditional Use Permit and Final Plat for a site located at the southeast quadrant of Cahill Avenue and Cheney Trail. The site is currently Comp Guided Office and is zoned Research and Development. The application requests a Conditional Use Permit with a Comp Plan reclassification to multifamily use under High Density Residential and a rezoning to R-IV under the Arbor Pointe PUD. The Conditional Use Permit will allow the site to be developed as a senior housing residential community. Since 1999, Rottlund Company, Inc. had been marketing the property as an office use and was unsuccessful.

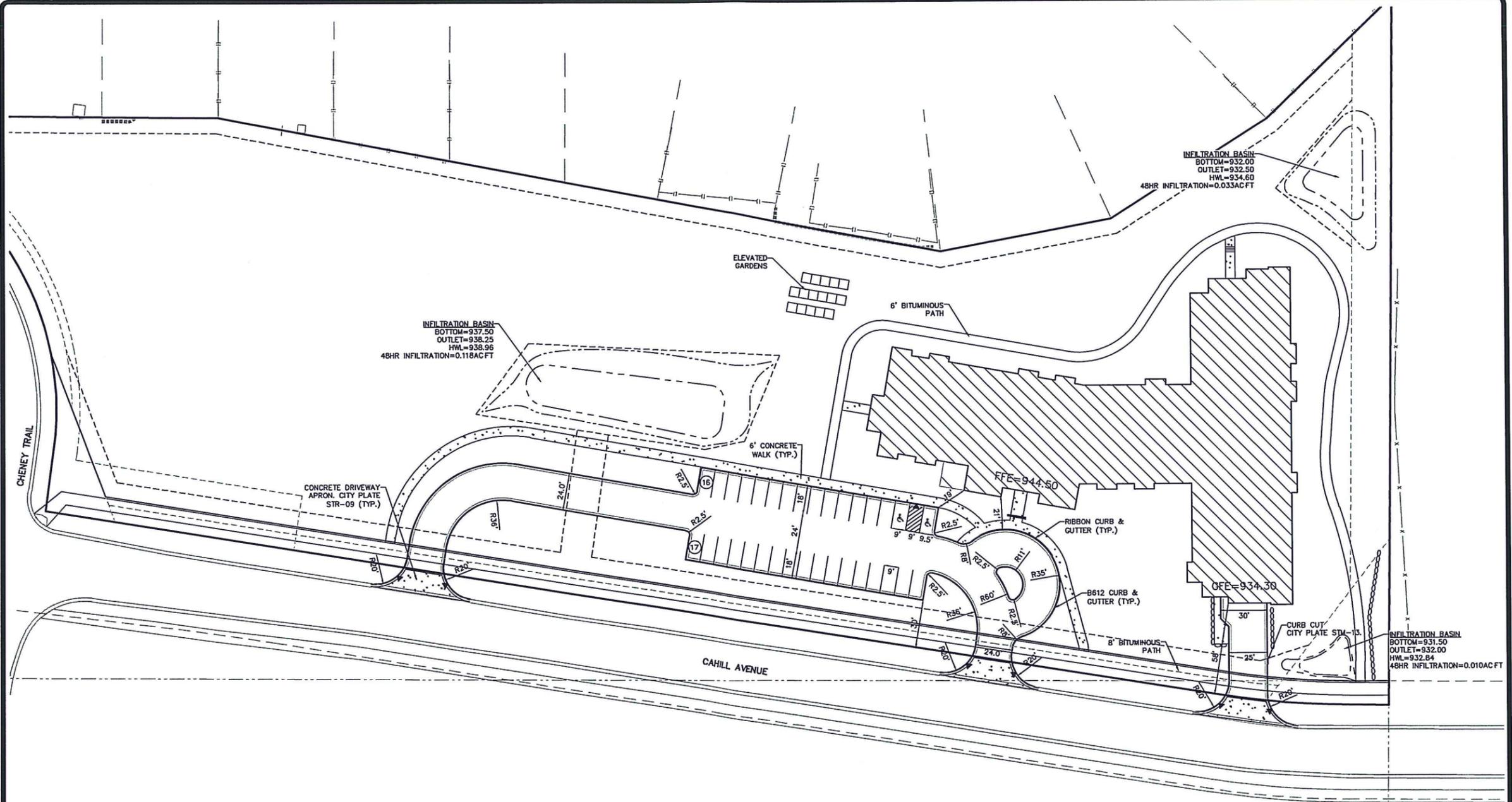
The proposed development is for a 3-story, 66 unit senior housing development consisting of one and two bedroom apartments. The building meets all requirements for R-IV zoning except for the 2:1 dwelling unit parking requirements. Our proposed design has 66 garage parking stalls and 36 surface parking places which, based on our 26 existing senior apartment buildings, historic data shows that the 1.5:1 dwelling unit parking is more than adequate to serve residents and visitors. In lieu of providing full parking at this time, we request that the city approve a 'proof of parking' area as identified on the site plan that can be developed should the city deem additional parking is needed in the future.

The property is currently platted as Outlot C Arbor Pointe Commons. This submittal requests that the property be replatted as Lot 1, Block 1 Arbor Crest 2nd Addition.

The Dakota County CDA began developing affordable senior housing developments in 1990. Since then, 26 developments have been completed providing 1,543 affordable rental apartments for adults aged 55+. These developments are located in Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul, and West St. Paul. The developments have a variety of amenities that may include community room with kitchen, club room, sitting areas, library area, exercise room, laundry facilities, emergency call system and underground heated parking. The exterior of the building will be brick and painted, fiber-cement lap siding with asphalt shingles.

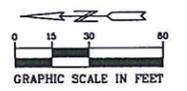
To qualify for these apartments, applicants must have good landlord rental histories, good credit references, and clean criminal histories. Currently, the maximum income a one person household is \$45,100 and \$51,550 for a two person household. Rents will be fixed and there will be six premium units available that are not income restricted. Currently fixed rents for the income restricted units are \$573 for a one-bedroom and \$711 for a two-bedroom unit. Rents for the premium units are \$725 for a one-bedroom unit and \$900 for a two-bedroom unit.

Currently the land is vacant. The surrounding uses include residential and commercial uses. The overall site is 5.7 acres. The building is positioned on the southern end of the site fronting Cahill Avenue. If approvals are granted, it is anticipated that construction will begin fall 2013 with completion fall 2014.



- CURB LEGEND**
- 08.32 = TOP OF CURB ELEVATION FOR B612 CURB
 - 07.82 = TOP OF CURB ELEVATION FOR RIBBON CURB
 - = B612 CURB & GUTTER
 - = RIBBON CURB & GUTTER
 - ▶ = PED. RAMP (MNDOT 7036F)

IMPERVIOUS SURFACE CALCULATIONS
 Arbor Pointe PUD = 60% Max
 Site Area = 248,323-sf
 Max Allowable Impervious = 149,994-sf
 Proposed Impervious = 55,620-sf



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 2122 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1911
 Fax: 681-5488
 www.pioneereng.com

I hereby certify that this plan 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: *George J. Larson*
 Reg. No: 41638 Exp. 05/26/2013

Reviewed by:
 I, *Scott J. Clary*, Civil Engineer
 License No. 124154 City of Mendota

Date: 10/06/2013
 Drawn: J.L.
 Check: J.L.

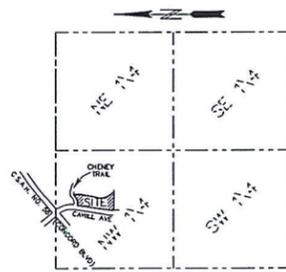
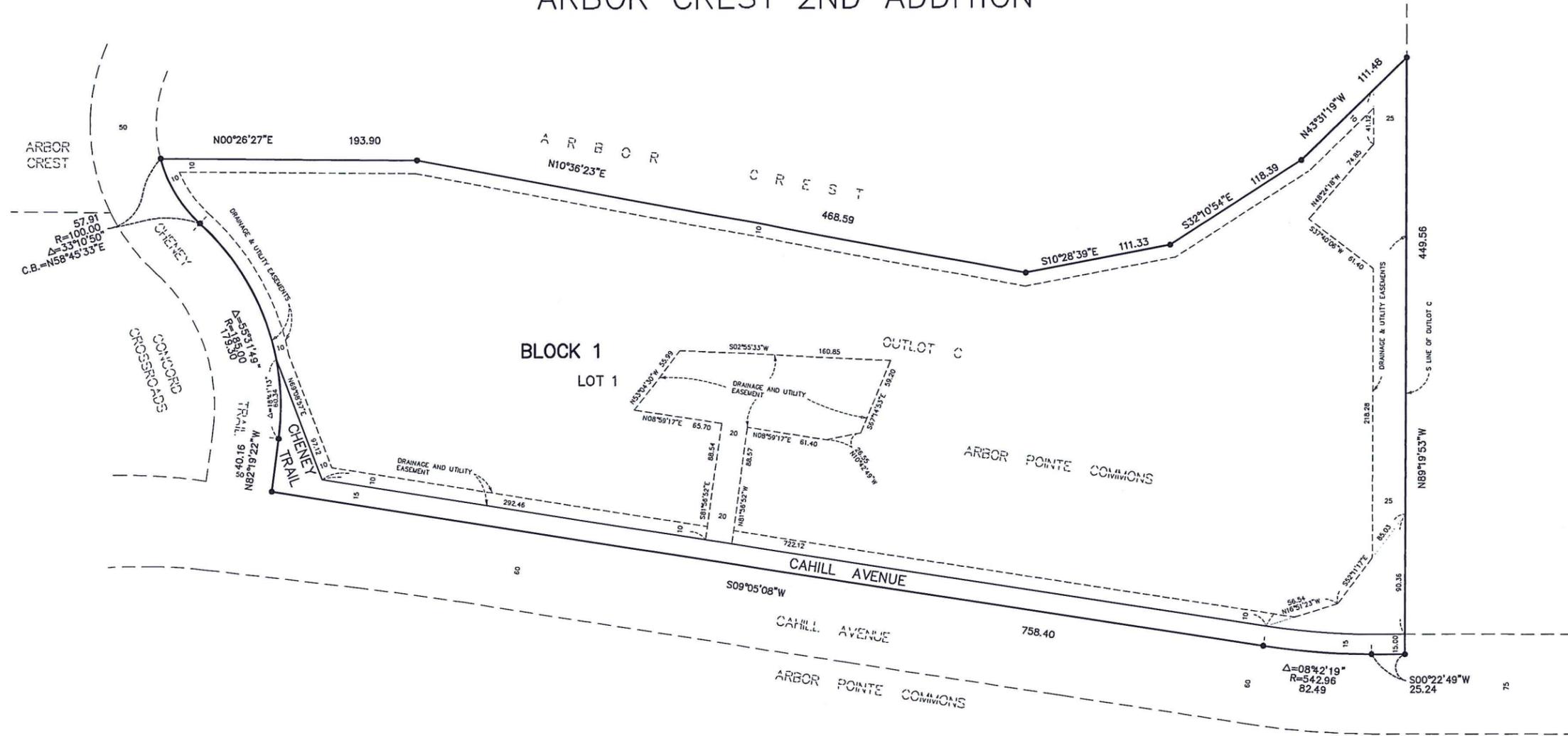
SITE PLAN

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY
 1228 TOWN CENTRE DRIVE, EAGAN, MN 55123-1066

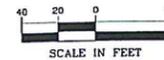
ARBOR CREST 2ND ADDITION
 INVER GROVE HEIGHTS, MINNESOTA

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ARBOR CREST 2ND ADDITION



SECTION 22, TWP. 27, RGE. 22
LOCATION MAP
NO SCALE

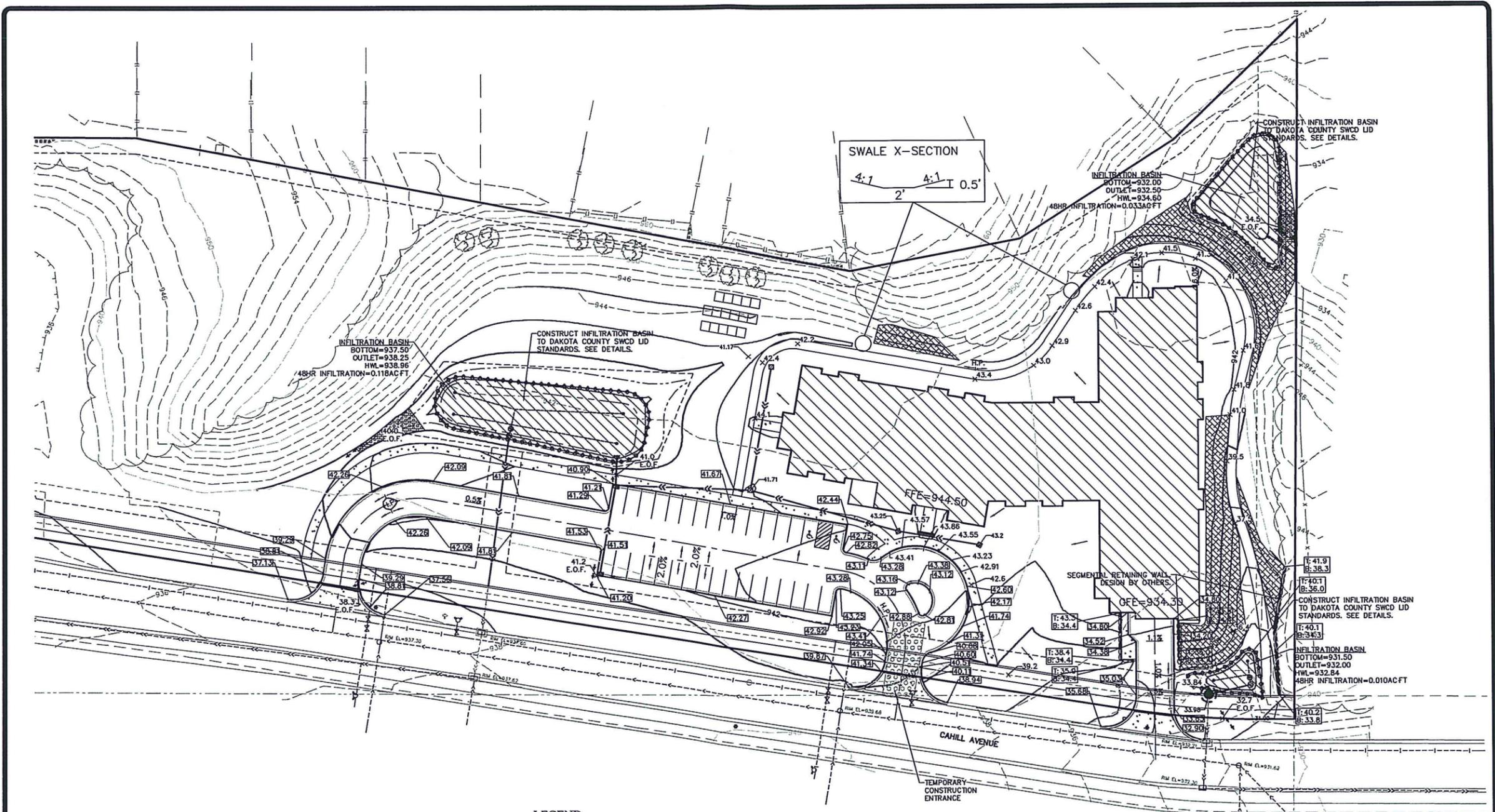


BEARINGS ARE BASED ON THE NORTH LINE OF OUTLOT A, STONEHAVEN 5TH ADDITION, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 89°37'50\"/>

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE - REQUIRED - LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 1982B.

● DENOTES FOUND IRON MONUMENT.

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SWALE X-SECTION
 4:1 4:1
 2' 0.5'

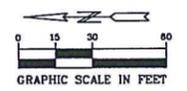
CURB LEGEND
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 07.82 = TOP OF CURB ELEVATION FOR RIBBON CURB
 ——— = B612 CURB & GUTTER
 ▶ = PED. RAMP (MNDOT 7036F)

☉ CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRATE.
 ☉ CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRATE.
 — STRAW BIO ROLLS INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST

⊗ ROCK CONSTRUCTION ENTRANCE INSTALL BEFORE START OF GRADING
 ⊗ MNDOT CAT 2 EROSION CONTROL BLANKET. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST
 ⊗ WET PRAIRIE SEED MIX: MN SEED MIX 34-262
 ⊗ MNDOT CAT 6 EROSION CONTROL BLANKET. INSTALL WITHIN 24 HOURS OF STORM SEWER COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST

⊗ PERIMETER EROSION CONTROL FENCE. INSTALL BEFORE START OF GRADING ADJUST AS NEEDED IN FIELD.
 ⊗ SECONDARY EROSION CONTROL FENCE. TO BE INSTALLED 48 HOURS AFTER COMPLETION OF GRADING.
 ⊗ ROCK BERM INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST

EARTHWORK QUANTITIES
 CUT+BASEMENT= 3218+11154=14372 CU YD
 FILL=9315 CU YD
 NET=5057 CU YD (CUT)



PIONEERengineering
 2122 Enterprise Drive
 Mendota Heights, MN 55120
 651.681.1914
 Fax: 681.9488
 www.pioneereng.com

I hereby certify that this plan 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.
 Date: 05/06/2013

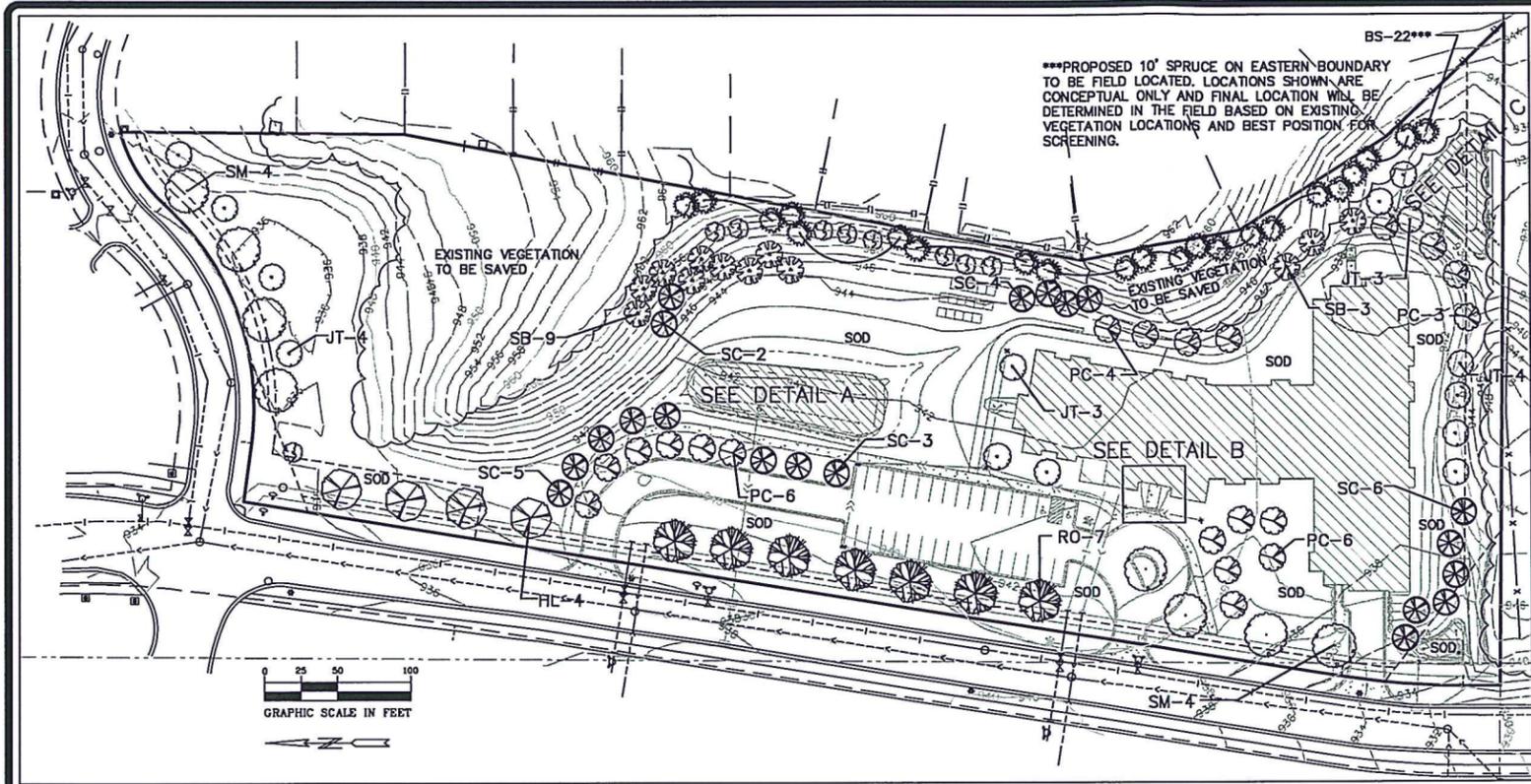
Reviewed by: [Signature]
 Date: 05/06/2013

Date: 05/06/2013
 Drawn: J.L.

GRADING & EROSION CONTROL

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY
 1225 TOWN CENTRE DRIVE, EAGAN, MN 55123-1066

ARBOR CREST 2ND ADDITION
 INVER GROVE HEIGHTS, MINNESOTA



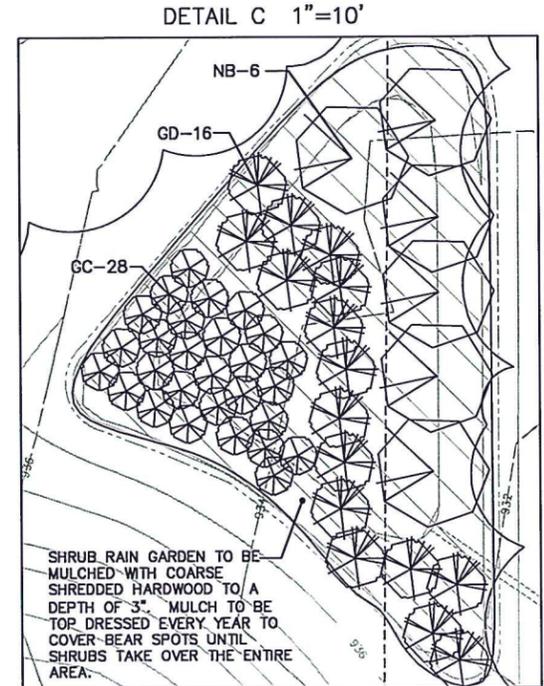
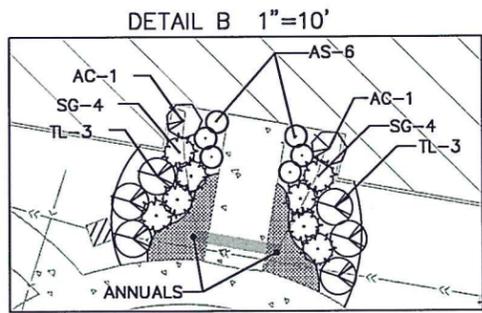
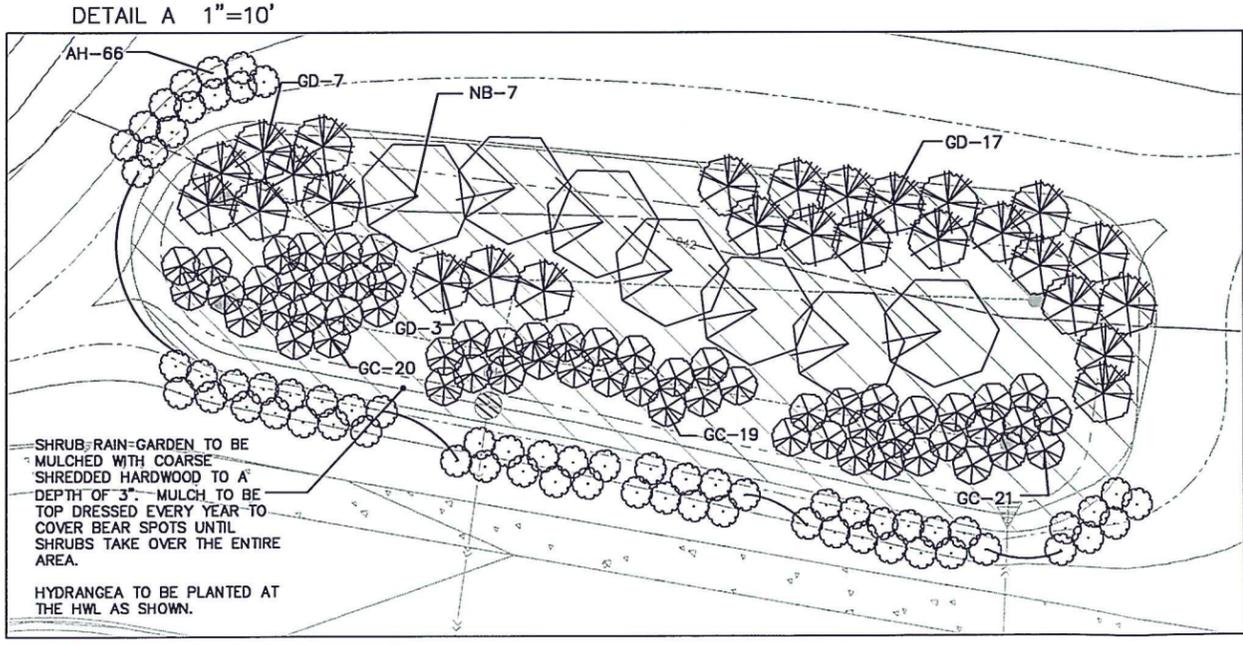
KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY	SPECIAL INSTRUCTIONS
OVERSTORY TREES				
HL	SKYLINE HONEYLOCUST/LEDITSIA TRIACANTHOS VAR. INERMIS	3" B&B	4	
RO	RED OAK/QUERCUS RUBRUM	3" B&B	7	
SM	SIENNA GLEN MAPLE/ACER X FREEMANTII 'SIENNA GLEN'	3" B&B	8	
ORNAMENTAL TREES				
PC	PRAIRIEFIRE CRAB/MALUS X 'PRAIRIEFIRE'	1.25" B&B	20	
SC	SUGAR TYME CRAB/MALUS X 'SUGAR TYME'	1.25" B&B	20	
JT	JAPANESE TREE LILAC/SYRINGA RETICULATA (CLUMP)	1.25" B&B	14	
SB	SERVICEBERRY/AMELANCHIER LAEVIS	1.25" B&B	12	
EVERGREEN TREES				
BS	BLACK HILLS SPRUCE/PICEA GLAUCA VAR. DENSATA	10' B&B*	22	*EQUAL TO 6.5 CALIPER INCHES
RAIN GARDEN SHRUBS				
AH	ANNABELL HYDRANGEA/HYDRANGEA ARBORESCENS 'ANNABELL'	BR**	66	
GC	GLOSSY BLACK CHOKEBERRY/ARONIA MELANOCARPA	BR**	88	
GD	GRAY DOGWOOD/CORNUS RACEMOSA	BR**	43	
NB	NANNYBERRY/VIBURNUM LENTAGO	BR**	13	
FOUNDATION SHRUBS				
AC	COMPACT AMERICAN CRANBERRY/VIBURNUM TRILOBUM 'COMPACTA'	#3 POT	2	
AS	ANTHONY WATERER SPIRAEA/SPIRAEA X BUMALDA 'A.W.'	#3 POT	6	
SG	SEAGREEN JUNIPER/JUNIPERUS CHINENSIS 'SEAGREEN'	#5 POT	8	
TL	TINKERBELL LILAC/SYRINGA BAUBELLE	#3 POT	6	

- NOTES:
- BR**: BARE ROOT IF AVAILABLE. IF BARE ROOT IS UNAVAILABLE OR OUT OF SEASON, THEN SUBSTITUTE WITH THE SMALLEST CONTAINER AVAILABLE.
 - ANNUAL BEDS AT BUILDING ENTRANCE TO BE AMENDED WITH PLANTING SOIL TO A DEPTH OF 6". NO MULCH OR WEED BARRIER IN ANNUAL AREA.
 - ENTRANCE PLANTINGS TO BE MULCHED RIVER ROCK TO A DEPTH OF 3".
 - 6MM BLACK POLY SHEETING TO BE USED BELOW RIVER ROCK.
 - DISTURBED AREAS TO BE SODDED AND IRRIGATED. IRRIGATION DESIGNED BY OTHERS.

LANDSCAPE REQUIREMENTS:

ARBOR POINTE PUD: 1 OVERSTORY (3") AND 1 UNDERSTORY (1.25")/UNIT
 PROPOSED UNITS: 66
 REQUIRED NUMBER OF TREES: 66 OVERSTORY, 66 UNDERSTORY = 132 TREES
 OR REQUIRED NUMBER OF CALIPER INCHES: 198 OVERSTORY INCHES, 82.5 UNDERSTORY INCHES

PROPOSED TREES:
 OVERSTORY: 41 (200 CALIPER INCHES)
 UNDERSTORY: 66 (82.5 CALIPER INCHES)



- RAIN GARDEN/INFILTRATION BASIN NOTES:
- MAINTENANCE PLAN FOR SHRUB RAIN GARDEN
- WEEDS SHOULD BE HAND PULLED OR SPOT SPRAYED AS NECESSARY.
 - IF THE AREA BECOMES SATURATED WITH ANY FREQUENCY, REED CANARY GRASS OR OTHER NOXIOUS WEEDS CAN BECOME A PROBLEM. SETHOXYDIM (OR EQUIVALENT) OR OTHER HERBICIDES WILL BE EFFECTIVE IN CONTROLLING REED CANARY GRASS AND OTHER NOXIOUS WEEDS.
 - TREES AND SHRUBS SHOULD ONLY BE PRUNED IN THE EVENT OF DAMAGED OR BROKEN BRANCHES.
 - INLETS MUST BE KEPT CLEAR OF DEBRIS.

PIONEER Engineering
 CIVIL ENGINEER LAND PLANNER LAND CONTRACTOR LANDSCAPE ARCHITECT
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: (651) 918-8888
 www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.
 Name: Jonathan L. Thompson
 Reg. No: 44763
 Date: _____

Revisions:
 5/24/11 CITY COMMENTS
 6/13/11 CITY COMMENTS

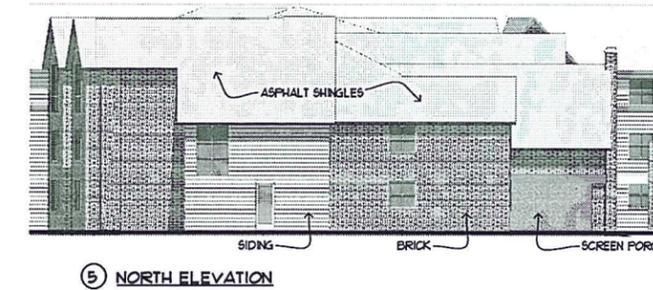
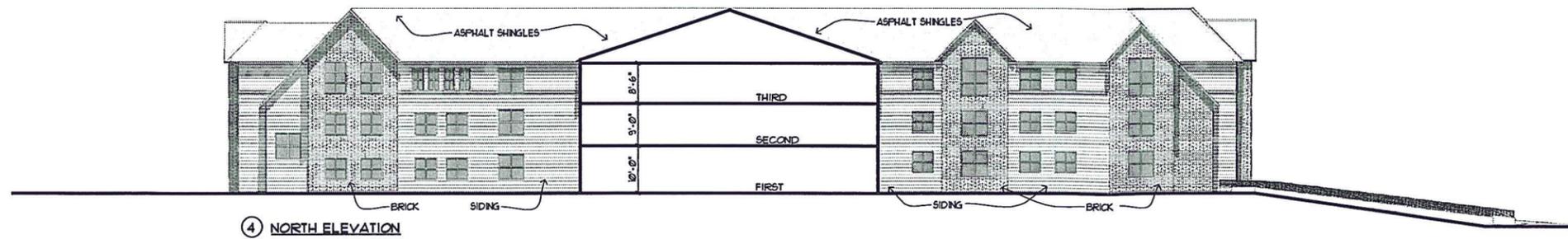
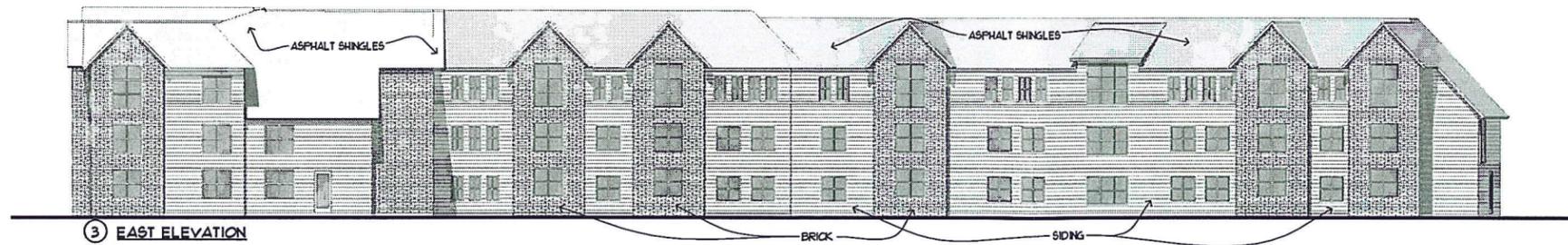
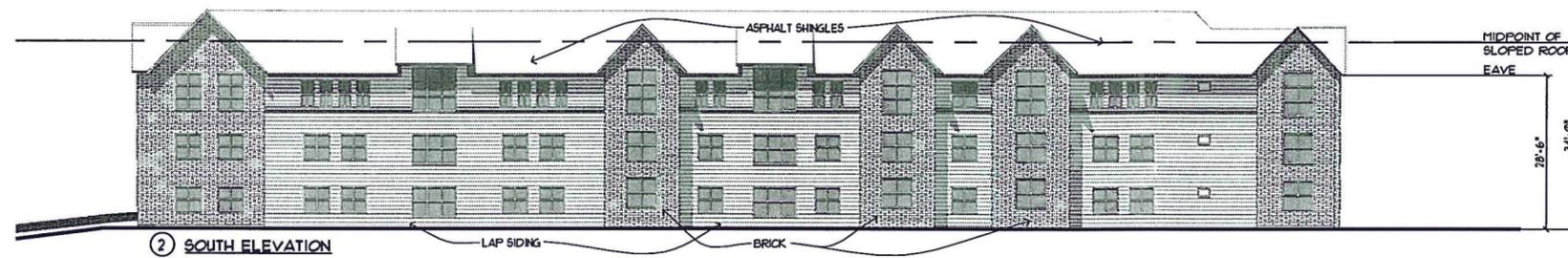
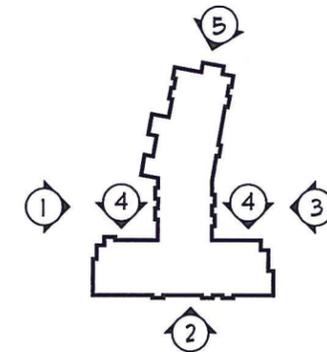
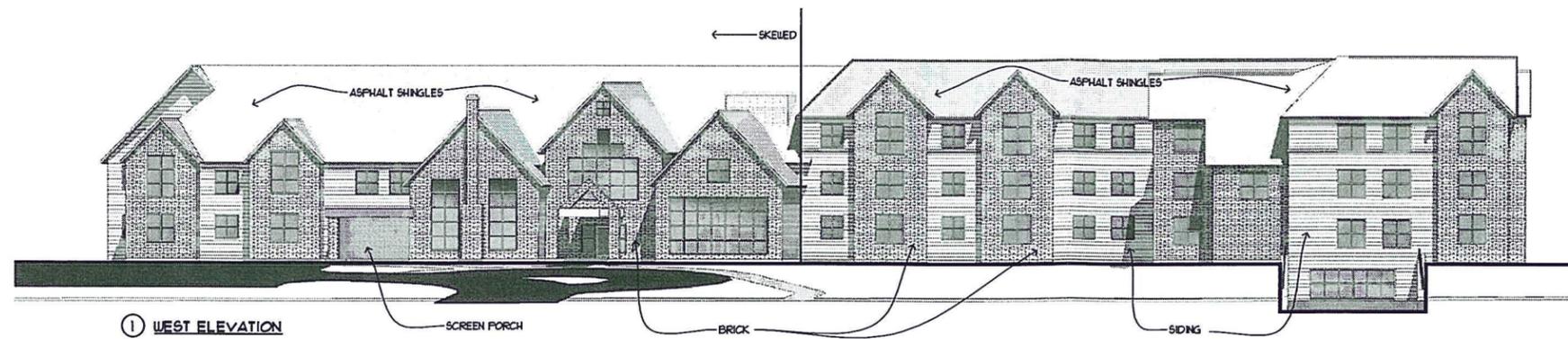
Date: 5/6/11
 Drawn: JLT
 Check: JLT

LANDSCAPE PLAN

DAKOTA COUNTY
 COMMUNITY DEVELOPMENT AGENCY
 1228 TOWN CENTRE DRIVE, FARGO, MN 58123-1096

ARBOR CREST 2ND ADDITION
 INVER GROVE HEIGHTS, MINNESOTA

L1 OF 1



DAKOTA COUNTY CDA SENIOR HOUSING

INVER GROVE HEIGHTS, MN

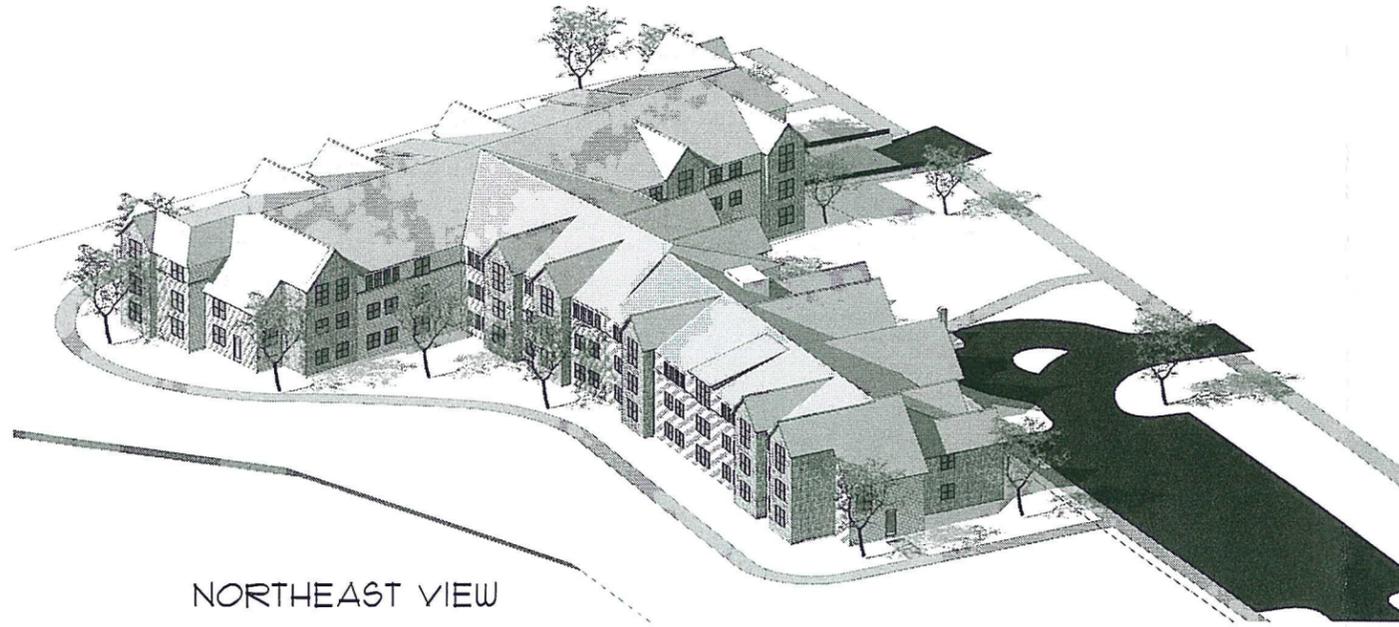
INSITE ARCHITECTS
 Minneapolis, MN / 612.455.1900

May 6, 2013

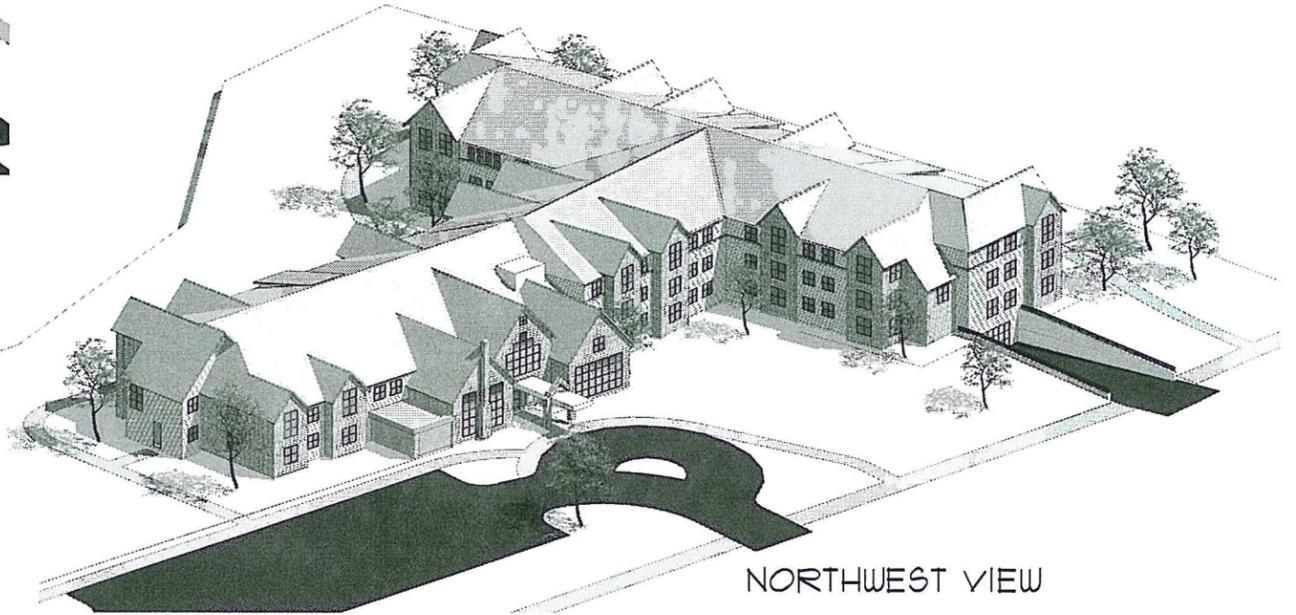
ELEVATIONS



A3
 of 5



NORTHEAST VIEW



NORTHWEST VIEW



SOUTHWEST VIEW

DAKOTA COUNTY CDA SENIOR HOUSING

INSITE ARCHITECTS
Minneapolis, MN / 612.455.1900

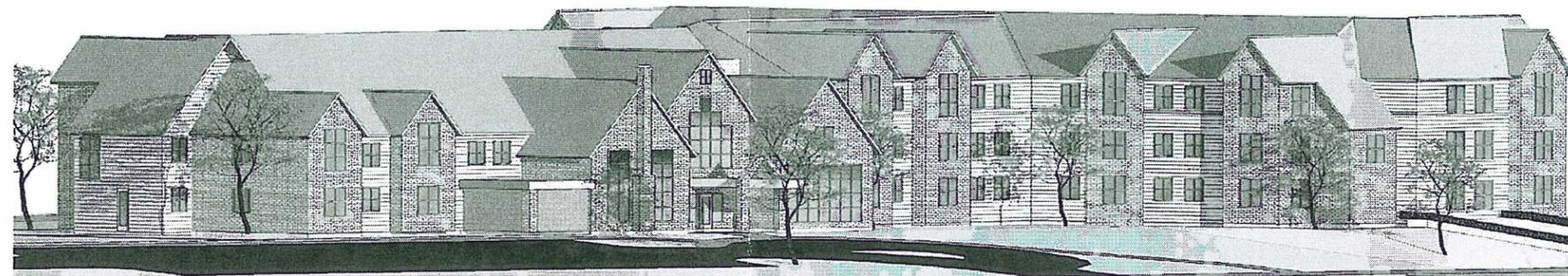
INVER GROVE HEIGHTS, MN

May 6, 2013

3D BIRDSEYE



NORTHEAST VIEW



NORTHWEST VIEW



SOUTHWEST VIEW

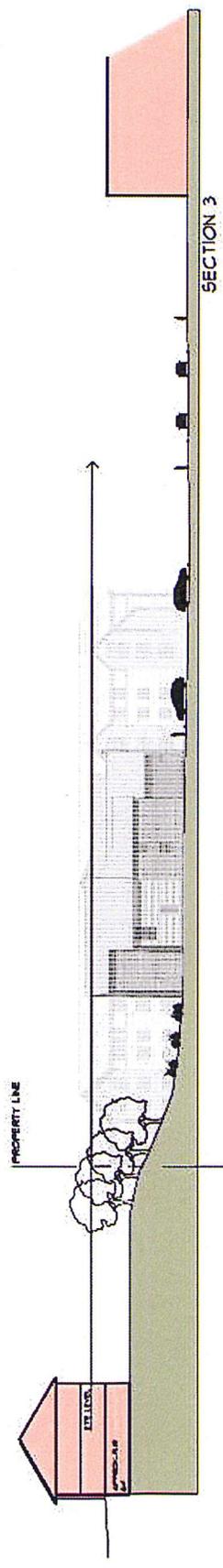
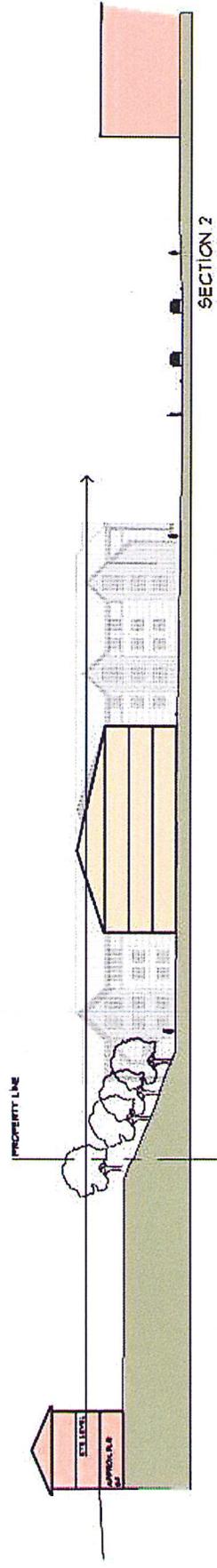
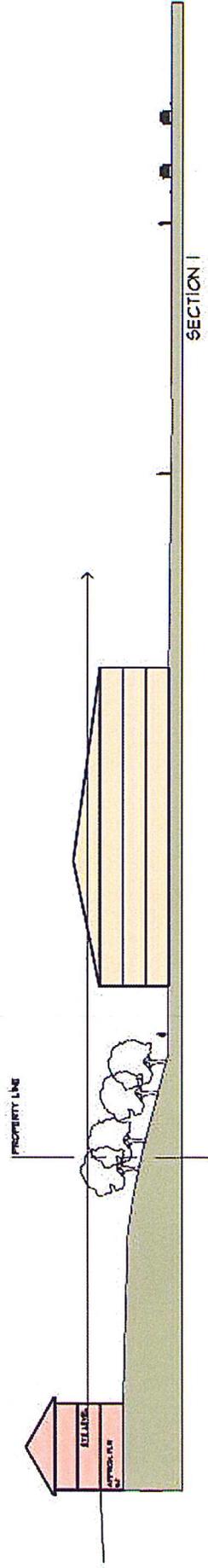
DAKOTA COUNTY CDA SENIOR HOUSING

INVER GROVE HEIGHTS, MN

May 6, 2013

INSITE ARCHITECTS
Minneapolis, MN / 612.455.1900

3D EYE LEVEL



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving the Cost Share Contract with Dakota County Soil and Water Conservation District for Community Conservation Partnership Funding Program, Ordering Project, and Authorizing Preparation of Plans and Specifications for City Project No. 2012-07 – Bohrer Pond NW Pretreatment Basin

Meeting Date: June 24, 2013
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

	Fiscal/FTE Impact:
	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested—N/A
X	Other: SWCD Community Conservation Partnership Grant and City Storm Water Utility Funds

PURPOSE/ACTION REQUESTED

Resolution approving the Cost Share Contract with Dakota County Soil and Water Conservation District for Community Conservation Partnership Funding Program, ordering the project, and authorizing preparation of plans and specifications for City Project No. 2012-07–Bohrer Pond NW Pretreatment Basin.

SUMMARY

The City Engineering staff has been working with the Dakota County Soil and Water Conservation District (SWCD) to secure a \$50,000 grant for City Project No. 2012-07–Bohrer Pond NW Pretreatment Basin.

The City applied for the Cost Share Program with Dakota County following Council authorization. This funding is being provided from the Community Conservation Partnership (CCP) Program which is being administered by the Dakota County SWCD. These funds will be utilized to construct storm water management facilities on City Project No. 2012-07–Bohrer Pond NW Pretreatment Basin. The funding is based on a grant provided by the State Legislature for water quality improvements. The Dakota County SWCD Board took action to approve the Cost Share Contract with the City of Inver Grove Heights at its June 6 meeting. A copy of this agreement is attached.

A copy of the preliminary plan is attached. It consists of excavating a treatment basin near Carmen and Claude Avenues on City-owned property, located NW of Bohrer Pond. An overflow weir and floatables barrier will be installed at the basin outlet. The existing vegetation will assist in the treatment process. The project will be considered for an award of contract in the summer of 2013. If project construction does not begin by October 1, 2013, the grant will be withdrawn. The project must be completed by November 15, 2013, unless an extension is agreed to. Funding will be provided by the City Storm Water Utility and this grant.

The City Engineer recommends adoption of the resolution.

TJK/kf

- Attachments: Resolution
 Cost Share Contract
 Engineer's cost estimate
 Preliminary plan of basin
 Disposal site exhibit

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

RESOLUTION APPROVING A COST SHARE CONTRACT WITH THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR COMMUNITY CONSERVATION PARTNERSHIP (CCP) FUNDING PROGRAM, ORDERING THE PROJECT, AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR CITY PROJECT NO. 2012-07 – BOHRER POND NW PRETREATMENT BASIN

RESOLUTION NO. _____

WHEREAS, as part of the City's 2013 Improvement Program, City Project No. 2012-07 – Bohrer Pond NW Pretreatment Basin 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 within the construction project to create a pretreatment basin to protect Bohrer Pond; and

WHEREAS, the City applied for and received a Community Conservation Program Grant from the Dakota County Soil and Water Conservation District.

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

1. The City is authorized to enter into a Cost Sharing Contract with the Dakota County Soil & Water Conservation District (SWCD) relating to the Community Conservation Program (CCP) for storm water facilities for City Project No. 2012-07 – Bohrer Pond NW Pretreatment Basin, to provide up to \$50,000 of CCP funding from the SWCD to the City.
2. The City Council hereby orders the project and authorizes the Engineering Department to prepare the plans and specifications for City Project No. 2012-07 – Bohrer Pond NW Pretreatment Basin. The project funding will consist of SWCD grant funds and City Storm Water Utility Funds.

Adopted this 24th day of June 2013 by the City Council of Inver Grove Heights.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk



DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Dakota County Extension and Conservation Center
4100 220th Street West, Suite 102
Farmington, MN 55024
Phone: (651) 480-7777 Fax: (651) 480-7775
www.dakotacountyswcd.org

June 11, 2013

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

13-CCP-01

RE: Northwest Bohrer Pond Retrofit

Dear Mr. Kaldunski,

Congratulations! The Dakota County Soil and Water Conservation District (SWCD) Board has approved the city's Community Conservation Partnership Funding application for the above project. Based upon an estimated total project cost of \$162,660.00, the SWCD Board approved a cost share award of up to 65% of your actual project cost, not to exceed \$50,000.00. Enclosed are two copies of the Community Conservation Partnership Contract. Please provide official signatures where indicated, make copies for your file and return the original to the SWCD.

Please email me a copy of the final plans and specifications prior to advertising. I would like to verify compliance with the cost share requirements before the project contract is awarded. After the work is awarded, a preconstruction meeting with the city, contractors and SWCD is required to go over the steps needed to field document the installation.

After the project has been completed in compliance with the approved plans, submit a letter requesting cost share reimbursement along with copies of invoices and receipts to document the actual project costs for SWCD review. The project must be completed prior to November 15, 2013.

Thank you for participating in our cost share program and for the city's efforts to protect and improve water quality. If you have questions or would like further explanation, please feel free to call me at (651) 480-7779.

Sincerely,

Jim Davidson, CPESC, CPSWQ
Senior Urban Conservationist
Dakota County Soil and Water Conservation District

Cc: Brian Watson, SWCD Manager
Laura Zanmiller, District 1 Supervisor



Dakota County Soil and Water Conservation District COST SHARE CONTRACT

Cost Share Program Type CCS CIF CCP

GENERAL INFORMATION

Watershed Name Lower Mississippi River	Contract No. 13-CCP-01	Individual / Group Individual	Board Meeting Date(s): _____
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APPLICANT

Applicant City of Inver Grove Heights	Address/City/State 8150 Barbara Avenue, Inver Grove Heights, MN 55077	Contact Information: Tom Kaldunski, P.E., City Engineer (651) 450-2572r
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* If this is a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement.

CONSERVATION PRACTICE LOCATION

Address or /Township Name PID No. 20-71250-03-011 Lot 1 Block 3 Metro Industrial Park	Township T N	Range R W	Section	1/4,1/4 -- of NE1/4
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CONTRACT INFORMATION

I (we), the undersigned Applicant, do hereby request cost-share assistance to help defray the cost of installing the Project as listed below subject to the following terms and conditions. It is agreed that:

1. The Applicant is solely responsible to obtain all permits and perform the work in compliance with local, state and federal regulations.
2. The Project must be completed in compliance with the approved plans, specifications and the District's technical standards. Any requests to change the approved plans, specifications or costs estimates must be submitted in writing to the District for review and approval.
3. The District reserves the right, at its sole discretion, to determine Project compliance to its technical standards and may withhold or deny payment for Projects that are non-compliant, improperly installed and/or improperly maintained or payment requests for expenses the District determines to be non-essential to the Project. The Applicant is responsible to confirm project compliance with the District for critical project components, including but not limited to, final design, layout staking, sub-grade excavations, soil preparation, piping and appurtenance installations, site grading, planting and final site stabilization. Unless otherwise agreed in writing, the Applicant is responsible to correct all non-compliance issues to the satisfaction of the District at its sole expense. At its option, the District may determine the non-compliance of a single project component to be non-compliance for the project as a whole.
4. The Applicant is solely responsible for the cost of constructing the Project per the approved plans and specifications. Upon Project completion and acceptance by the District Board of Supervisors, the reimbursement payment to the Applicant is limited to a maximum of sixty-five (65) percent of the actual project expenses, not to exceed the maximum cost share amount. All requests for cost share payment must be supported by itemized project receipts and invoices determined by the District to be practical and reasonable for the completion of the Project. Partial payments prior to Project completion shall not be made unless otherwise agreed in writing.

5. The Applicant is responsible to comply with the Project Operation & Maintenance Plan and shall provide at his sole expense, all labor and materials to properly maintain the Project during its minimum effective life (15 Years). If the Project is removed or modified without consent of the District, the Applicant shall be liable for monetary damages, not to exceed the amount of cost share received from the District for that Project. If land ownership is transferred to another party, it shall be the responsibility of the property owner/applicant who signed this contract to advise the new landowner that this contract shall remain in force.
6. This contract, when approved by the District Board of Supervisors, will remain in effect unless canceled by mutual agreement, except when installation of the Project covered by this contract has not been started by 10/1/2013 (date), in which case this contract will automatically terminate on that date.
7. The Project will be installed by 11/15/2013 (date), unless this contract is amended by mutual consent to reschedule the work and funding.
8. The Applicant is solely liable for his/her own acts and agrees to hold harmless and defend the District against claims, actions, demands or damages arising out of the performance of this Agreement.
9. The Applicant authorizes the Dakota County SWCD to take and disclose photographs of the conservation practice for use in publications or promotional materials or on their website for the purpose of highlighting the Dakota County SWCD's programs. I also authorize the Dakota County SWCD to disclose my name and applicable conservation practice information with any conservation practice photograph.

APPLICANT SIGNATURES

Date	Landowner/Applicant	Address	City/State/Zip Code

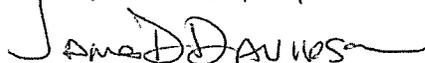
CONSERVATION PRACTICE

The conservation practice standard for which cost-share is requested: 350

Eligible component(s) 350 Sediment Basin	Other recognized technical practice	Engineered Practice <input checked="" type="checkbox"/> Ecological Practice <input type="checkbox"/>	Total Cost Estimate \$ 162,660.00
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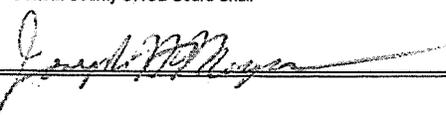
TECHNICAL ASSESSMENT AND COST ESTIMATE

I have reviewed the site where the above listed conservation practice(s) are to be installed and find that they are needed and that the estimated quantities and costs are practical and reasonable.

Dakota County SWCD Technical Representative 	Date 6/5/13
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AMOUNT AUTHORIZED FOR PAYMENT (ENCUMBRANCE)

Cost share is approved at 65 percent (%) of the total estimated project cost. The final cost share reimbursement amount shall be determined by applying the approved percentage to the total actual project costs as reviewed and approved and is limited to not exceed \$ 50,000.00.

Dakota County SWCD Board Chair 	Board Meeting Date 6-6-2013
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**TABLE 1
BOHRER POND
N.W. PRETREATMENT BASIN RESTORATION
CITY PROJECT 2012-07**

ITEM NO.	MN/DOT NO.	ITEM	ESTIMATED		UNIT PRICE	TOTAL AMOUNT
			UNIT	QUANTITY		
2021.501		MOBILIZATION	LS	1.00	\$ 10,000.00	\$ 10,000.00
2101.501		CLEARING	ACRE	0.60	\$ 9,000.00	\$ 5,400.00
2101.506		GRUBBING	ACRE	0.60	\$ 9,000.00	\$ 5,400.00
2104.501		REMOVE SEWER PIPE (STORM)	LF	64.00	\$ 40.00	\$ 2,560.00
2503.541		42" RCP SEWER PIPE	LF	20.00	\$ 70.00	\$ 1,400.00
2503.573		42" FES	EA	1.00	\$ 800.00	\$ 800.00
2501.602		42" TRASH GUARD	LF	1.00	\$ 500.00	\$ 500.00
2503.602		CONNECT TO EXISTING (STORM)	EA	1.00	\$ 1,500.00	\$ 1,500.00
2506.501		CONSTRUCT DRAINAGE STRUCTURE (72")	LF	8.00	\$ 500.00	\$ 4,000.00
2501.602		SALVAGE & REINSTALL FLARED END SECTION	EA	2.00	\$ 1,000.00	\$ 2,000.00
2511.501		RANDOM RIPRAP (CLIII)	CY	50.00	\$ 100.00	\$ 5,000.00
2511.501		RANDOM RIPRAP (CLIV)	CY	115.00	\$ 100.00	\$ 11,500.00
2573.602		TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	1.00	\$ 1,000.00	\$ 1,000.00
2211.501		AGGREGATE BASE (CV) CLASS5 100% CRUSHED LIMESTONE	TON	110.00	\$ 20.00	\$ 2,200.00
2105.501		COMMON EXCAVATION (P)	CY	6000.00	\$ 15.00	\$ 90,000.00
		WEIR STRUCTURE	EA	1.00	\$ 10,000.00	\$ 10,000.00
2105.525		TOPSOIL BORROW (CV)	CY	50.00	\$ 20.00	\$ 1,000.00
2573.540		FILTER LOG, TYPE COMPOST	LF	200.00	\$ 3.00	\$ 600.00
2573.550		EROSION CONTROL SUPERVISOR	EA	1.00	\$ 1,000.00	\$ 1,000.00
2575.502		SEEDING MIXTURE MnDOT 340	LB	150.00	\$ 6.00	\$ 900.00
2575.511		MULCH MATERIAL TYPE III	TON	4.00	\$ 200.00	\$ 800.00
2575.532		FERTILIZER TYPE 4	LB	400.00	\$ 1.00	\$ 400.00
2575.523		EROSION CONTROL BLANKET (CATEGORY 3)	SY	1200.00	\$ 2.00	\$ 2,400.00
2575.523		EROSION CONTROL BLANKET (CATEGORY 6)	SY	200.00	\$ 4.00	\$ 800.00
SPECIAL		WATER USAGE ALLOWANCE	LS	1	\$ 1,500.00	\$ 1,500.00
Total:						\$ 162,660.00

TOTAL CONSTRUCTION COST:	\$ 162,660.00
10% CONSTRUCTION CONTINGENCY:	\$ 16,266.00
14% LEAF:	\$ 22,772.00
TOTAL PROJECT COST:	\$ 201,698.00
CCP GRANT:	\$ 50,000.00
ANTICIPATED CITY COST:	\$ 151,698.00

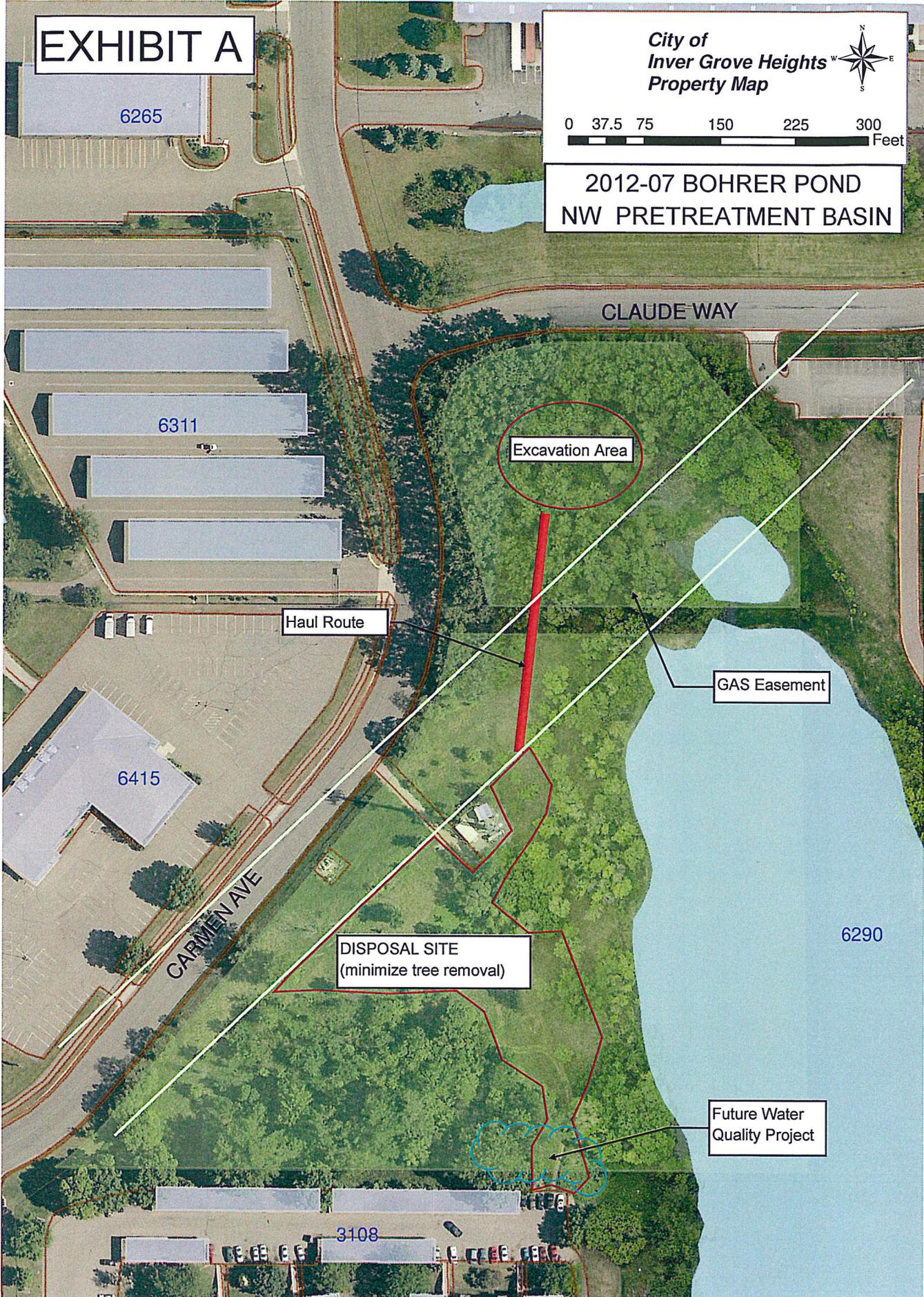
EXHIBIT A

City of
Inver Grove Heights
Property Map



0 37.5 75 150 225 300 Feet

2012-07 BOHRER POND NW PRETREATMENT BASIN



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Feasibility Study, Scheduling Public Hearing, and Authorizing Preparation of Plans and Specifications for City Project No. 2013-09C – Mill and Overlay

Meeting Date: June 24, 2013
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Thomas J. Kaldunski, City Engineer

DK

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Pavement Management Fund, Special Assessments, Utility Funds, Storm Water Utility Funds

PURPOSE/ACTION REQUESTED

Consider resolution receiving feasibility study, scheduling public hearing, and authorizing preparation of plans and specifications for City Project No. 2013-09C – Mill and Overlay.

SUMMARY

The project was initiated by the City’s Pavement Management Program (PMP) as authorized by the City Council. The City Council authorized the preparation of this feasibility study at its June 10, 2013 meeting. The mill and overlay will include pavement edge milling, street and subgrade corrections, crack repair, bituminous patching, bituminous pavement, miscellaneous curb replacement, utility structure repairs, rain gardens, restoration and appurtenances on Conroy Way and Cloman Avenue. A detailed project description is included in the attached feasibility report. Cooper Avenue and Comstock Avenue were eliminated from the original project scope in order to stay within the allowed budget.

Conroy Way and Cloman Avenue were constructed in 1979 and received seal coats in 1987, 1996, and 2002. The pavement conditions have been analyzed utilizing ICON data from GoodPointe Technology. Braun Intertec provided recommendations after performing street borings, ground penetrating radar, and bituminous cores in the project area. In addition, City engineering staff inspected the streets for consideration. Through the analysis, Conroy Way and Cloman Avenue were found to be mill and overlay candidates. The pavement has some cracking, which will reflect through, typical of mill and overlay, due to the original pavement age. The mill and overlay will add structural strength to the existing street section and the reflective cracks will be sealed the following year.

This area is in the City’s designated non-degradation area for the Mississippi River. The City is working to reduce pollutants into the river due to the Lake Pepin Total Maximum Daily Load (TMDL). Program. Up to four rain gardens are proposed in the feasibility report. These are optional and if built will provide the City credits for meeting the TMDL for the lower Mississippi River basin and Lake Pepin.

Staff recommends an edge mill and bituminous overlay for Conroy Way and Cloman Avenue. The total estimated project cost is approximately \$297,000, including overhead for contingencies, legal, resident engineering, and financing. Funding sources include the Pavement Management Fund, utility funds and special assessments. The City has hired Metzen Appraisals to review the proposed assessments and they have indicated that assessments up to \$4,000 per single-family parcel are sustainable per M.S. 429.

I recommend approval of the resolution receiving feasibility study, scheduling public hearing, and authorizing preparation of plans and specifications for City Project No. 2013-09C – Mill and Overlay. The Public Hearing will be scheduled for 7:00 p.m. on July 22, 2013.

SWD/jds

Enclosures: Feasibility Study
Resolution

CITY OF INVER GROVE HEIGHTS

2013 PAVEMENT MANAGEMENT PROGRAM

CITY PROJECT 2013-09C
MILL AND OVERLAY

FEASIBILITY REPORT

I hereby certify that this feasibility report was prepared by me or under my direct supervision and I am a duly Registered Engineer under the laws of the State of Minnesota.



Thomas J. Kaldunski, P.E.
Registration No. 16798

June 20, 2013

FEASIBILITY REPORT

2013 PAVEMENT MANAGEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

PROJECT NO. 2013-09C MILL AND OVERLAY

- LOCATION:** Refer to Exhibit 1 project location.
- Areas:
Mill and Overlay:
Conroy Way from 78th Street East to Clayton Avenue East
Cloman Avenue from Conroy Way to 80th Street East
- IMPROVEMENT:** The bituminous mill and overlay of Conroy Way and Cloman Avenue will include edge milling, street and subgrade corrections, crack repair, bituminous patching, bituminous pavement, miscellaneous curb replacement, utility structure repairs, rain gardens, restoration, and appurtenances.
- The City reviewed a mill and overlay on Cooper Avenue and Comstock Avenue while preparing for this feasibility study. These streets were eliminated from the project once estimates were prepared due to 2013 budget constraints.
- INITIATION:** City Council (Annual Pavement Management Program)
- PARCELS AFFECTED:** Refer to Exhibit 1. There are 44 Single Family Parcels on the project as planned.
- ISSUES:** Conroy Way and Cloman Avenue were constructed in 1979 and received a sealcoat in 1987, 1996, and 2002. The pavement conditions have been analyzed utilizing ICON data from Goodpointe Technology. Braun Intertec performed street borings, ground penetrating radar, and bituminous cores in the project areas, analyzed them, and reported back to the City with recommendations. In addition, City Engineering Staff drove the streets to visually inspect their condition. Conroy Way and Cloman Avenue were found to be mill and overlay candidates. Reflective cracking of major and minor cracks is anticipated and will be sealed the following year.
- Pictures, logs and supporting data from the report are available and on file with the Engineering Division. For Conroy Way and Cloman Avenue, Braun Intertec recommends a 2-inch, 8-foot, edge mill and overlay to enhance the strength of the pavement and extend the life of the road. Staff concurs with these recommendations.

RAIN GARDENS: This area is in the City's designated non-degradation area for the Mississippi River. The City is working to reduce pollutants into the river due to the Lake Pepin Total Maximum Daily Load (TMDL) Program. Up to four rain gardens are proposed in the feasibility report. These are optional and if built will provide the City credits for meeting the TMDL for the lower Mississippi River basin and Lake Pepin.

RIGHT-OF-WAY: The existing right-of-way is adequate.

EASEMENTS: None are required.

FEASIBILITY: The improvement project as proposed is necessary, cost-effective, and technically feasible. The project and its elements should be implemented as proposed in this study. The improvements, once completed, will be a benefit to the properties served.

SCHEDULE:

- Council receives feasibility report, authorizes preparation of plans and specifications and orders public improvement hearing..... June 24, 2013
- Public improvement hearing and Council orders public improvement project, approves plans and specifications and authorizes advertisement for bid July 22, 2013
- Advertisement for Bids..... July 27, 2013
- Bid Opening.....August 20, 2013
- Council Considers Contract AwardAugust 26, 2013
- Start Construction September 3, 2013
- Substantial Completion..... October 15, 2013
- Final Completion..... June 15, 2014

FINANCING:	<u>Estimated Costs</u>	
	Total Construction	\$233,893
	Construction Contingency	\$23,389
	Resident Engineering	\$35,084
	Fiscal	\$2,339
	Legal	\$2,339
	Capitalized Interest	<u>\$0</u>
	Total Estimated Project Cost	\$297,044

The total project cost includes the following items at a percentage of the construction cost: 10% construction contingency and geotechnical services, 15% resident engineering, 1% fiscal, and 1% legal. There will be no consulting engineering or capitalized interest; the total contingency is at 27% (Refer to Table 1)

PROJECT FUNDING: The project will be funded from special assessments, Pavement Management Fund (440) and Sanitary Operating Fund. The City is reviewing funding sources for the rain gardens.

The special assessments occur to the benefited properties in accordance with Minnesota Statutes Chapter 429. Under the approved funding policy for the PMP, the City portion of the cost consists of at least 20 percent of the assessable project cost, plus extra bituminous width (not applicable), corner credits (not applicable), and adding in the cost of items that are paid for in full by the City, such as striping and pedestrian curb ramps.

STREET ASSESSMENTS

Total Estimated Project Cost (\$233,893 x 1.27)	\$297,044
100 Percent City Contribution (\$24,915 x 1.27)	- <u>\$31,642</u>
(Includes: chimney seals)	\$265,402
20 Percent City contribution (\$41,796 x 1.27)	- <u>\$53,081</u>
	\$212,321
Corner Credit Contribution	- <u>\$0</u>
ESTIMATED TOTAL STREET ASSESSMENT	\$212,321
NUMBER OF SINGLE FAMILY LOTS	44
PER LOT MILL AND OVERLAY ASSESSMENT	\$4,825

PROJECT FUNDING (CONT):

The proposed funding allocation is:

Special Assessments	\$212,321
Utility Fund	\$4,050
Pavement Management Fund	<u>+ \$80,673</u>
TOTAL	\$297,044

Individual parcel assessments are determined using the City's PMP Funding Policy. Single-family parcels are assessed on a per lot basis.

BENEFIT ANALYSIS:

A benefit analysis has been completed by an independent appraiser, Metzen Appraisals. The report is available for public viewing at the Engineering Division at City Hall. The independent appraiser has reviewed the project and the affected single-family parcels are determined to receive up to a \$4,000 benefit to each parcel as a result of this improvement project.

The benefit analysis is a recommendation by an independent appraiser for consideration by the Council. The preliminary assessment analysis will be completed per policy; however, the recommended assessment "caps" will be considered for Council action only during the final assessment hearing. A recertification of the benefit analysis will be performed at that time.

If the \$4,000 "cap" per parcel were used, as recommended by the independent appraiser, the funding allocation would be as follows:

Special Assessments	\$176,000
Utility Fund	\$4,050
Pavement Management Fund	<u>+ \$116,994</u>
TOTAL	\$297,044

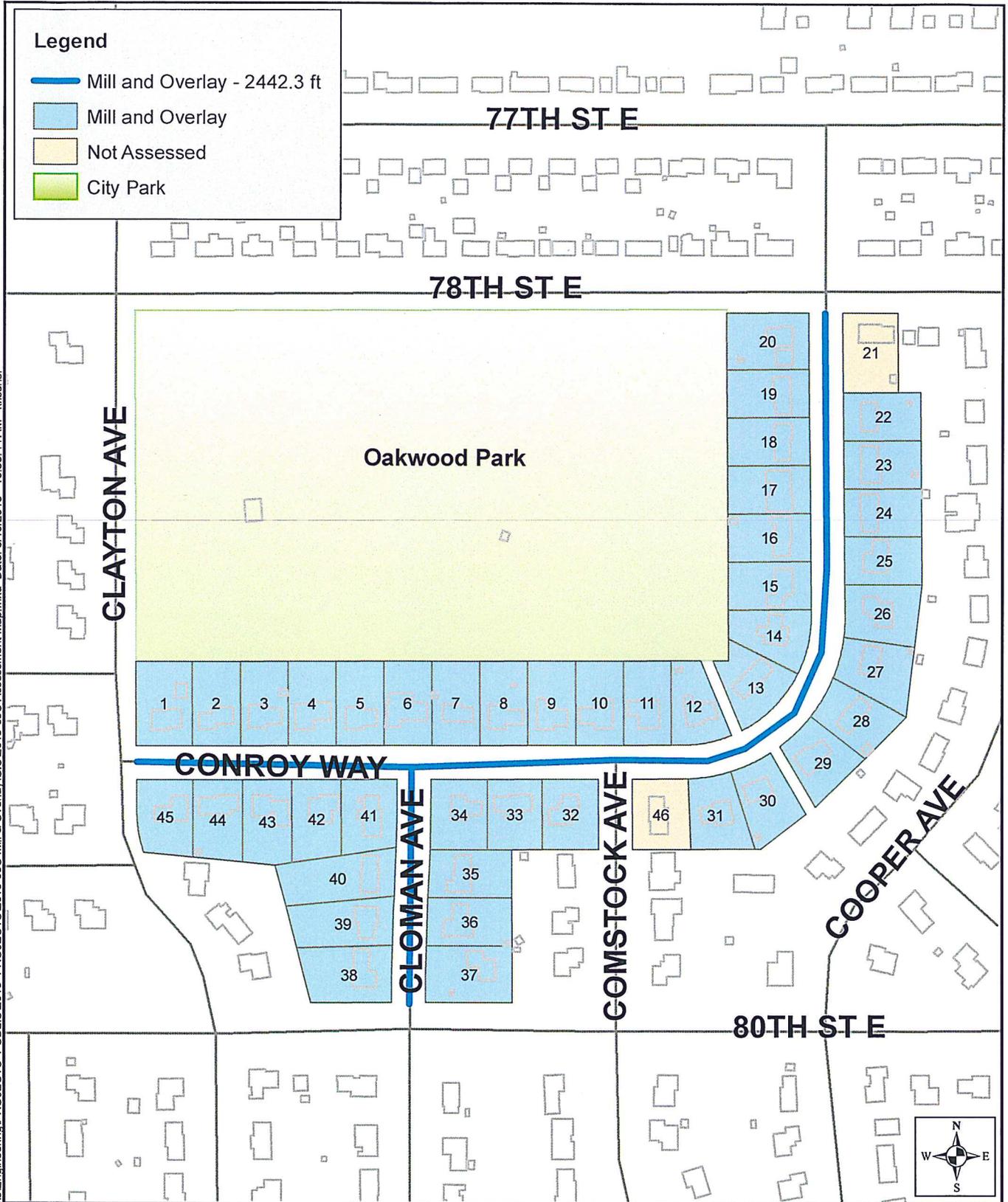
PROJECT BIDDING:

The project will be bid with the following base bid and alternates:

- Base Bid: Conroy Way Mill and Overlay
- Bid Alternate 1: Cloman Avenue Mill and Overlay
- Bid Alternate 2: Rain Gardens

This will give the City flexibility in awarding a contract that will keep the project within the allotted PMP budget.

EXHIBIT 1

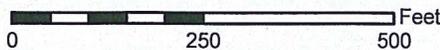


Document Path: Z:\PublicWorks\Engineering\PROJECTS PUBLIC\2013-09C Mill & Overlay\GIS\2013-09C Assessment Map.mxd Date: 6/19/2013 - 10:38:44 AM Kfischer



Map produced by the City of Inver Grove Heights
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CITY PROJECT NO. 2013-09C MILL AND OVERLAY



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



TABLE 1
CITY OF INVER GROVE HEIGHTS, MN
CITY PROJECT NO. 2013-09C - 2013 MILL AND OVERLAY ENGINEER'S ESTIMATE AND ASSESSMENT ANALYSIS

Base Bid - Conroy Way Mill and Overlay

Item No.	Mn/DOT No.	Description	Unit	Est. Quantity	Est. Unit Price	Est. Total	Note	City Portion	Non-City Portion
1	2021.501	Mobilization	LS	1	\$ 4,000.00	\$ 4,000.00			\$ 4,000.00
2	2104.501	Remove Curb & Gutter	LF	645	\$ 8.00	\$ 5,160.00			\$ 5,160.00
3	2104.505	Remove Concrete Sidewalk	SY	14	\$ 10.00	\$ 140.00	2	\$ 140.00	\$ -
4	2104.505	Remove Concrete Driveway Pavement	SY	20	\$ 10.00	\$ 200.00			\$ 200.00
5	2104.505	Remove Bituminous Driveway Pavement	SY	60	\$ 8.00	\$ 480.00			\$ 480.00
6	2105.526	Select Topsoil Borrow (LV)	CY	36	\$ 25.00	\$ 900.00			\$ 900.00
7	2105.601	Subgrade Correction (CV)	CY	89	\$ 30.00	\$ 2,670.00			\$ 2,670.00
8	2123.601	Street Sweeper with Pickup Broom	HR	10	\$ 100.00	\$ 1,000.00			\$ 1,000.00
9	2232.501	Mill Bituminous Surface (2" Edge Mill)	SY	3,868	\$ 1.00	\$ 3,868.00			\$ 3,868.00
10	2357.502	Bituminous Material for Tack Coat	GAL	597	\$ 3.00	\$ 1,791.00			\$ 1,791.00
11	2360.501	Type SP Wearing Course Mixture (3,B)	TON	903	\$ 75.00	\$ 67,725.00			\$ 67,725.00
12	2360.501	Type SP Non Wearing Course Mixture (3,B)	TON	256	\$ 73.00	\$ 18,688.00			\$ 18,688.00
13	2360.604	Bituminous Driveway Pavement (2.5" Min)	SY	60	\$ 25.00	\$ 1,500.00			\$ 1,500.00
14	2360.602	Crack Patching along Curb	LF	678	\$ 7.00	\$ 4,746.00			\$ 4,746.00
15	2360.604	Bituminous Removal in Patching Areas	SY	1061	\$ 5.00	\$ 5,305.00			\$ 5,305.00
16	2503.602	Furnish & Install External Chimney Seal	EA	9	\$ 300.00	\$ 2,700.00	1	\$ 2,700.00	\$ -
17	2506.522	Adjust Frame & Ring Casting (New Rings)	EA	24	\$ 700.00	\$ 16,800.00			\$ 16,800.00
18	2506.601	Adjust Gate Valve	EA	6	\$ 100.00	\$ 600.00			\$ 600.00
19	2521.501	4" Concrete Sidewalk	SF	75	\$ 5.00	\$ 375.00	2	\$ 375.00	\$ -
20	2531.507	6" Concrete Driveway Pavement	SY	20	\$ 50.00	\$ 1,000.00			\$ 1,000.00
21	2531.602	Pedestrian Curb Ramp with Truncated Domes	EA	2	\$ 700.00	\$ 1,400.00	2	\$ 1,400.00	\$ -
22	2531.501	Concrete Curb & Gutter Design B618 (Hand Pour)	LF	645	\$ 20.00	\$ 12,900.00			\$ 12,900.00
23	2563.602	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00			\$ 2,000.00
24	2575.505	Terraseeding	SY	219	\$ 10.00	\$ 2,190.00			\$ 2,190.00
25	SPECIAL	Irrigation Allowance	LS	1	\$ 2,250.00	\$ 2,250.00			\$ 2,250.00
26	SPECIAL	Water Usage Allowance	LS	1	\$ 350.00	\$ 350.00			\$ 350.00
SUBTOTALS:						\$ 160,738.00		\$ 4,615.00	\$ 156,123.00
SUBTOTAL (BASE BID + 27% LEAF):						\$ 204,137.00			

Bid Alternate 1 - Cloman Avenue Mill and Overlay

Item No.	Mn/DOT No.	Description	Unit	Est. Quantity	Est. Unit Price	Est. Total	Note	City Portion	Non-City Portion
1	2021.501	Mobilization	LS	1	\$ 1,000.00	\$ 1,000.00			\$ 1,000.00
2	2104.501	Remove Curb & Gutter	LF	188	\$ 8.00	\$ 1,504.00			\$ 1,504.00
3	2104.505	Remove Concrete Driveway Pavement	SY	5	\$ 10.00	\$ 50.00			\$ 50.00
4	2104.505	Remove Bituminous Driveway Pavement	SY	15	\$ 8.00	\$ 120.00			\$ 120.00
5	2105.526	Select Topsoil Borrow (LV)	CY	13	\$ 25.00	\$ 325.00			\$ 325.00
6	2105.601	Subgrade Correction (CV)	CY	69	\$ 30.00	\$ 2,070.00			\$ 2,070.00
7	2123.601	Street Sweeper with Pickup Broom	HR	5	\$ 100.00	\$ 500.00			\$ 500.00
8	2232.501	Mill Bituminous Surface (2" Edge Mill)	SY	860	\$ 1.00	\$ 860.00			\$ 860.00
9	2357.502	Bituminous Material for Tack Coat	GAL	133	\$ 3.00	\$ 399.00			\$ 399.00
10	2360.501	Type SP Wearing Course Mixture (3,B)	TON	201	\$ 75.00	\$ 15,075.00			\$ 15,075.00
11	2360.501	Type SP Non Wearing Course Mixture (3,B)	TON	201	\$ 73.00	\$ 14,673.00			\$ 14,673.00
12	2360.604	Bituminous Driveway Pavement (2.5" Min)	SY	15	\$ 25.00	\$ 375.00			\$ 375.00
13	2360.602	Crack Patching along Curb	LF	197	\$ 7.00	\$ 1,379.00			\$ 1,379.00
14	2360.604	Bituminous Removal in Patching Areas	SY	831	\$ 5.00	\$ 4,155.00			\$ 4,155.00
15	2503.602	Furnish & Install External Chimney Seal	EA	1	\$ 300.00	\$ 300.00	1	\$ 300.00	\$ -
16	2506.522	Adjust Frame & Ring Casting (New Rings)	EA	6	\$ 700.00	\$ 4,200.00			\$ 4,200.00
17	2506.601	Adjust Gate Valve	EA	0	\$ 100.00	\$ -			\$ -
18	2531.507	6" Concrete Driveway Pavement	SY	5	\$ 50.00	\$ 250.00			\$ 250.00
19	2531.501	Concrete Curb & Gutter Design B618 (Hand Pour)	LF	188	\$ 20.00	\$ 3,760.00			\$ 3,760.00
20	2563.602	Traffic Control	LS	1	\$ 500.00	\$ 500.00			\$ 500.00
21	2575.505	Terraseeding	SY	76	\$ 10.00	\$ 760.00			\$ 760.00
22	SPECIAL	Irrigation Allowance	LS	1	\$ 750.00	\$ 750.00			\$ 750.00
23	SPECIAL	Water Usage Allowance	LS	1	\$ 150.00	\$ 150.00			\$ 150.00
SUBTOTALS:						\$ 53,155.00		\$ 300.00	\$ 52,855.00
SUBTOTAL (ALT. 1 + 27% LEAF):						\$ 67,507.00			

Bid Alternate 2 - Rain Gardens

Item No.	Mn/DOT No.	Description	Unit	Est. Quantity	Est. Unit Price	Est. Total	Note	City Portion	Non-City Portion
1	SPECIAL	Rain Gardens	LS	1	\$ 20,000.00	\$ 20,000.00	3	\$ 20,000.00	\$ -
SUBTOTALS:						\$ 20,000.00		\$ 20,000.00	\$ -
SUBTOTAL (ALT. 2 + 27% LEAF):						\$ 25,400.00			

Note 1: 100% City Funds (Sanitary Operating Fund).

Note 2: 100% City Funds (Sidewalk).

Note 3: 100% City Funds (Rain Gardens).

TOTALS:	\$ 233,893.00	\$ 24,915.00	\$ 208,978.00
CITY COVERS 20% OF NON-CITY PORTION:		\$ 41,795.60	\$ (41,795.60)
SUBTOTAL CITY PORTION (CONSTRUCTION):		\$ 66,710.60	
SUBTOTAL ASSESSED PORTION (CONSTRUCTION):			\$ 167,182.40
LEAF (27%):	\$ 43,399.26	\$ 18,011.86	\$ 45,139.25
SUBTOTAL CITY PORTION:		\$ 84,722.46	
SUBTOTAL ASSESSED PORTION:			\$ 212,321.65
CORNER CREDIT:		\$ -	\$ -
TOTAL CITY PORTION:		\$ 84,722.46	
TOTAL ASSESSED PORTION:			\$ 212,321.65
TOTAL PROJECT:	\$ 297,044.11		

ASSESSMENT ANALYSIS CHECKED BY: SWD
 ENGINEER'S ESTIMATE CHECKED BY: ME

NUMBER OF LOTS:	44
PER LOT ASSESSMENT:	\$ 4,825.49

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING FEASIBILITY STUDY, SCHEDULING PUBLIC HEARING, AND
AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR
CITY PROJECT NO. 2013-09C – MILL AND OVERLAY

RESOLUTION NO. _____

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to the 2013 Pavement Management Program for the following project:

<u>Project No.</u>	<u>Improvements</u>
2013-09C	Mill and Overlay

The bituminous mill and overlay of Conroy Way and Cloman Avenue will include an edge mill, subgrade corrections, street repair, crack repair, miscellaneous curb replacement, utility structure repairs, rain gardens, restoration, and bituminous overlay.

WHEREAS, City Project No. 2013-09C – Mill and Overlay is necessary, cost effective, and technically feasible at this time; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA THAT: Said report is hereby received by the City Council of the City of Inver Grove Heights on June 24, 2013.

1. The City Council will consider City Project No. 2013-09C – Mill and Overlay in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$297,044.
2. A public hearing will be held on City Project No. 2013-09C – Mill and Overlay at 7:00 p.m. on Monday, July 22, 2013 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.
3. Staff is authorized to prepare final plans and specifications for City Project No. 2013-09C – Mill and Overlay.

Adopted by the City Council of Inver Grove Heights this 24th day of June 2013.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk