

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

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

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

- A. i) Minutes – June 17, 2013 Special City Council Meeting _____
- ii) Minutes – July 1, 2013 City Council Work Session _____
- iii) Minutes – July 8, 2013 Regular City Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending July 17, 2013 _____
- C. Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes _____
- D. Resolution Approving Improvement Agreement, Storm Water Maintenance Agreement for Absolute Trailer Sales located South of Tractor Supply on the West Side of Cahill Avenue _____
- E. Pay Voucher No. 9 for City Project No. 2012-09D, Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court _____
- F. Resolution Authorizing the Submittal of a Grant Application for the Clean Water Land and Legacy Program with the Minnesota Public Facilities Authority (PFA) and the MPCA's Green Infrastructure Program for City Project No. 2011-15 Orchard Trail Stormwater Improvements _____
- G. Resolution Ratifying Acceptance of a Proposal from SEH, Inc. for Preparation of a Wetland Permit Application for City Project No. 2012-07 – Bohrer Pond NW Pre-treatment Basin _____
- H. Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids for City Project No. 2012-07 – Bohrer Pond NW Pretreatment Basin _____
- I. Resolution Accepting Quotes and Awarding Contract for City Project No. 2013-03 Regional Basin SP-27 Stormwater Facility Repairs _____
- J. Resolution Accepting Bids and Awarding Contract for City Project No. 2013-06, South Robert Trail (T.H. 3) Stormwater Facilities Repairs _____

K. Approve Land Alteration Permit (LAP) for IGH Investment LLC for Argenta Hills 8th Addition Plat _____

L. Approve Encroachment Agreement for Lot 4, Block 2, Argenta Hills 4th Addition (7532 Auburn Court) _____

M. Approve Encroachment Agreement for Lot 3, Block 2, Argenta Hills 4th Addition (7528 Auburn Court) _____

N. Approve Custom Grading Agreement for Lot 5, Block 2, Orchard Trail (1793 86th Court East) _____

O. Approve Painting and Rubberized Flooring Projects for the VMCC _____

P. Approve Year Four (2013) of a Four Year (2010 through 2013) Golf Course Pavement Project _____

Q. Resolution Authorizing Auto Theft Prevention Grant _____

R. 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;** Resolution Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2013 Pavement Management Program, City Project No. 2013-09C, Mill and Overlay _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **JOE LEXA (DAKOTA COUNTY);** Consider Resolution relating to a Major Site Plan Approval for an approximately 4,000 square foot addition to the Inver Glen Library for property located at 8098 Blaine Avenue _____

B. **BEVERLY ANDERSON;** Consider Resolution relating to a Waiver of Plat for property located at 7070 Bester Avenue _____

C. **PATRICIA PERISH;** Consider Resolution relating to a Variance to allow a 12 Foot Front Yard Setback for a Deck and Handicap Ramp for property located at 3160 71st St. _____

ADMINISTRATION:

D. **RICHARD & DODY SOBASZKIEWICZ;** Consider Application for Chicken License to Keep Four (4) Chickens on property located at 7775 Boyd Avenue _____

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 SPECIAL CITY COUNCIL MEETING
MONDAY, JUNE 17, 2013 – 8150 BARBARA AVENUE**

1. CALL TO ORDER The City Council of Inver Grove Heights met in special session on Monday, June 17, 2013, in the City Council Chambers. Councilmember Piekarski Krech called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, and Mueller; City Administrator Lynch, Assistant City Administrator Teppen, Parks and Recreation Director Carlson, and Deputy Clerk Kennedy.

Also in attendance were Parks and Recreation Advisory Commissioners Eiden, Hapka, Huffman, Johnson, and Schueller.

Mayor Tourville arrived at 7:20 p.m.

2. PARK CHAMPIONS/PARK COMMISSION REPORT

Commissioner Eiden stated in August 2012 the Parks Commission recommended that Council hire HKGI to update the system plan. A Park Champions group, comprised of 10-15 residents, was also created to participate and help direct the process. The group met seven (7) times over the course of a few months to learn about how the parks and recreation system was developed, how the system is used by residents, which features are most used/popular, and to identify the current and future needs of the system. The group was also provided information on how funding for the system is developed and what financial challenges exist in the future. He explained the goal of the system plan was to develop a 10-15 year vision for where Parks and Recreation is going, and a five (5) year prioritized guide on how to get there. The plan would address parks, recreation programs, facilities, trails, open space, historic and cultural resources. The plan would also help the City plan for a sustainable future that matches community priorities with available resources. He stated the City had considerable assets in its parks system and needed to gain public input to determine what is important to residents and plan for the future of the system.

Ms. Sara Wiplinger reiterated the Park Champions group was comprised of 10-15 resident volunteers who were advocates in the community and who were interested in the sustainability of the park system. She outlined the resources the group utilized to gather information. She stated the group reviewed the findings of the 2010 Decision Resources survey, a 2012 on-line questionnaire that received 490 responses from households over several months, a community open house, and a focus group meeting with stakeholders and recreation providers.

Mr. Mike Challeen explained the Park Champions main premise was “we need parks”. He stated parks and recreation was known to attract private investment. Across the country, access to parks and open spaces has become a measure of community wealth and a tool for attracting businesses and residents by guaranteeing quality of life and economic health. It was found that corporate CEOs identified employee quality of life as the third most important factor in locating a new business. Small company owners felt that recreation, parks, and open space were among the highest priorities in choosing a new location for their business. Parks and recreation was also an important factor in attracting residential investment. Single family residential properties located near open space were worth more than properties that were not. He reiterated that parks, recreation, and open space had been shown to provide tangible positive economic benefits. He explained the current state of the City’s parks included an aging infrastructure. He stated there was no Park Maintenance Capital Replacement fund prior to the year 2000. He opined that funding for capital repair and replacement had never been adequately funded or planned for by the City. The assets of the park system would require significant investment in the coming years to maintain what currently exists. He reviewed key components of the Inver Grove Heights parks system compared to other cities in Dakota County including Rosemount, Farmington, South St. Paul, Hastings, West St. Paul, and Mendota Heights. He noted the City ranked either average or below average in key categories including: miles of trails, parkland as a percentage of all city acreage, and parks per 1,000 people. He stated the City currently budgeted \$200,000 annually for the parks system and estimated \$500,000 would be required annually to maintain the existing amenities. Without increased funding, basic recreation facilities like playgrounds, tennis courts and recreation buildings would not be able to be replaced in the future.

Ms. Wiplinger outlined the recommendations of the Park Champions group. The first priority was to fully fund the Park Maintenance Capital Replacement Fund (444) by 2015. The group felt it was extremely important to take care of the City's existing capital investment in park and trail amenities. The second priority was to finance the existing system properly. The third priority was to develop a well connected park and trail system, particularly in the Northwest Area as it develops. The fourth priority was to make key park and trail improvements in the next five (5) to ten (10) years. She explained inadequate park funding would affect the quality of life of residents. She opined that the City's liability would increase, increased staff maintenance time would be required, amenities may begin to look unkept, amenities may not meet safety or ADA standards and would need to be removed, and users may feel less safe. She stated the City's financial position could be diminished as property values may decrease, businesses may not move to the City, or existing businesses may choose to leave the City. She provided examples of the reduction in amenities that could potentially occur if funding was not increased and continued to remain at \$200,000.

Mr. Challeen explained part of the second priority was to identify sustainable funding sources. He stated the group felt staff should be directed to develop sustainable funding recommendations. He noted possible sources could include the General Fund, park dedication funds, referendum, or franchise fees.

Ms. Wiplinger stated the third priority, in addition to focusing on the Northwest Area, included planning new parks and trails as the City grows to keep pace with increased demand from residents. When new assets are added an increase in the Park Maintenance Capital Replacement Fund would also be necessary. She noted this was contingent on the expectation that developers would pay for construction of new parks and trails, primarily in the Northwest Area.

Mr. Challeen reviewed the fourth priority to expand funding for new park development and make key improvements to the existing system to enhance the overall experience. He stated the most popular amenity in the park system was the trails. In the 2010 Community Survey it was found that 60% of residents used the trail system regularly. It was suggested that the existing trail system could be further improved by connecting the priority gaps, adding off road trails in the Northwest Area, and adding key connections in the southwest portion of the City and at Rich Valley. He reiterated the suggested improvements were meant to be completed over a 5-10 year period. He opined it was essential to make the trail system a community priority.

Councilmember Madden questioned how franchise fees could be used as a funding source.

Mr. Carlson stated the City would collect fees from gas and electric companies under the premise that they are using City property for the location of utilities.

Councilmember Madden stated the utility companies would simply pass that fee onto their customers. He added he was not in favor of charging additional fees because not every person charged would necessarily be a user of the parks system. He commended the Park Champions group for their work and stated the Council recognized the issues that needed to be addressed. He stated the problem was they needed to know where the money was going to come from before they could commit to specific funding levels for the system.

Commissioner Eiden stated the most important aspect was educating residents so they understood how much it would cost just to maintain the existing system. He asked the Council to consider and explore all possible funding sources to come up with a viable solution in the next five (5) years. He noted everyone involved recognized that all actions and funding priorities needed to be clearly justified to the Council and the residents.

Councilmember Bartholomew stated he would like to see usage levels for all of the system's amenities in order to make a determination based on need for funding. He opined the City needed to demonstrate a true justification and benefit for how the funding would be allocated across the spectrum of amenities.

Councilmember Madden opined future maintenance costs needed to be considered in conjunction with

any expansion of the system.

Councilmember Piekarski Krech stated citizens needed understand the true cost of amenities and then decide what they want and what is important to them. She opined there was not a lot of expendable money available. She encouraged the Park Champions group to get the business community involved and make them a part of the education outreach efforts. She stated the group had the difficult task of trying to get positive information out to the community that would inform residents and make them a key part of the decision making process. She noted she would not be in favor of a franchise fee.

Ms. Wiplinger questioned if everyone could agree that it should be a priority to take care of the City's current assets in the system.

Councilmember Bartholomew responded in the affirmative, provided they could demonstrate a true need and justification for the cost.

Councilmember Mueller suggested a usage analysis of the trail system.

Mayor Tourville stated it was a quality of life issue that was very important to many residents. He noted if the City did decide to proceed with a referendum the most important component of the process would be education of the residents on what the money would be specifically used for and what it would mean if the referendum was not passed.

Commissioner Eiden stated it seemed that the Council was taking a positive yet cautious approach to the issue. He added that everyone involved recognized the economic realities and challenges facing the City.

Councilmember Madden suggested that staff, the Park Champions group, and the Parks Commission focus primarily on the first priority, maintaining the existing system.

Councilmember Bartholomew stated the City may have to consider retaining open space for a period of time until funding becomes available.

Commissioner Hapka clarified the Council wanted to educate the residents to determine what amenities they want in the system.

Ms. Wiplinger commented that a lot of residents don't realize how much they would miss certain amenities until they are gone.

Mayor Tourville encouraged the group to put a dollar value to each amenity to determine what residents really want.

Councilmember Bartholomew asked staff to put together information for the Council that would show what the potential funding levels (\$500,000, \$400,000, \$300,000, \$200,000) would achieve and then prioritize the amenities included within each level.

Commissioner Eiden stated he would like to keep the Park Champions group actively involved in the process.

Councilmember Piekarski Krech reiterated the importance of assigning dollar figures to each specific amenity.

Commissioner Eiden noted there could be amenities that were no longer needed or used that could be eliminated from the budget and money could be reallocated. He stated the City had a considerable asset in the parks system and the goal was to preserve that asset.

Mayor Tourville opined the amenities of the parks system set the community apart from others.

3. ADJOURN

The meeting was adjourned at 8:22 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, JULY 1, 2013 – 8150 BARBARA AVENUE**

1. CALL TO ORDER The City Council of Inver Grove Heights met in study session on Monday, July 1, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, Community Development Director Link, Associate Planner Botten, Fire Chief Thill and Deputy Clerk Kennedy.

2. RAILROAD CROSSING QUIET ZONES

Mr. Link explained the issue arose in response to complaints about nighttime train horns in the Concord neighborhood. The City Council previously discussed quiet zones in 2007 and decided not to proceed based on the economic feasibility at that time. He stated in the early 2000's the Federal Railroad Administration established new regulations which require trains to use their horns at crossings. In response to noise concerns raised by communities the Quiet Zone program was established. The program requires a municipality to complete a risk analysis and construct improvements. A quiet zone is then designated which restricts railroads' use of whistles and horns. The analysis studies and evaluates the risk at specific crossings based on factors such as sight distance, intersection designs, and accident history. A consultant would be required to assist the City with the analysis due to its complexity and to ensure it met federal regulations. The risk analysis determines what improvements are needed at each specific crossing. Improvements typically include lights, barriers, medians, crossing gates, and arms. The improvements are constructed by the railroad at the City's expense. Costs would include the consultant's analysis and the cost of improvements. It is anticipated that the consultant's analysis would cost a few thousand dollars per crossing. He noted if Council expressed interest staff would do more research to determine the exact costs involved with the analysis. The study would analyze at least two (2) crossings, 65th and 66th Streets, and potentially a third crossing at 71st Street. The improvements typically range from \$250,000 to \$500,000 per crossing. The Quiet Zone program frequently requires cities to close crossings. He explained the City of Hastings was required to close three (3) of its seven (7) crossings and the required improvements to establish the quiet zones cost approximately \$1 million. Based on previous discussions with the railroad it was anticipated that the City would be required to close either the 65th Street or 66th Street crossing and possible the Upper 71st Street crossing. Closing either 65th Street or 66th Street could pose some problems for the City. 66th Street provides access to the King of Diamonds and the residential neighborhood along River Road. 65th Street has been identified as critical to redevelopment in the Concord area, is planned to be the main entrance to Heritage Village Park, a more direct and attractive entrance to the marinas, and the main entrance for residential development. He noted from a marketing perspective 65th Street is important because it provides direct access to the new neighborhood without having to pass by the King of Diamonds. Developers have repeatedly stated that the King of Diamonds is an impediment to residential development in the neighborhood. If the Council directs staff to pursue implementation of a quiet zone, subsequent actions would include identifying funding for the study and improvements as improvements would not be eligible for federal or MSA funding, selecting a consultant, conducting the analysis, meeting with the railroads, meetings with the Concord neighborhood, and revising the Heritage Village Park and Concord Neighborhood land use plans.

Councilmember Piekarski Krech questioned how many complaints had been received and how often the whistles were blown at night.

Mr. Link explained the complaints had not been received by staff and the Mayor requested the item be placed on the agenda for discussion.

Mayor Tourville stated he received a number of complaints from residents in the Concord area. He explained he was told by residents that the number of train trips in the area has increased and the noise had become more of a nuisance.

Councilmember Piekarski Krech stated she had not noticed an increase in noise from whistles being blown at night and had not received any complaints from residents. She opined that the City did not

currently have the money to do the improvements and questioned if this was really a major issue that needed to be addressed at this particular point in time. She suggested that staff determine the average number of train trips per day, and the decibel level of the train whistles.

Mayor Tourville stated it was also identified as a negative factor in the Concord redevelopment study.

Mr. Link explained the Concord study stated there were 12 trains per day.

Councilmember Mueller opined he needed more concrete numbers and information to determine if it would be worthwhile to pursue establishment of a quiet zone. He stated he was not interested in spending money on improvements at this time.

Councilmember Madden stated he was sympathetic to the residents' concerns but did not know how the City would be able to come up with the funds needed to make the improvements. He also questioned if it would be in the City's best interest to give up any of the three (3) crossings that were identified.

Dian Piekarski, 7609 Babcock Trail, questioned why the City was pursuing housing as part of the Concord redevelopment plan when two (2) major detriments (railroad and King of Diamonds) to residential development existed in the area. She encouraged the Council not to spend more money for information that is already known. She suggested obtaining input from developers to determine what type of housing could realistically be built and marketed in the Concord area.

Mayor Tourville asked staff to collect the requested statistics from the railroad and notify the neighborhood of the next time the issue would be discussed.

Mr. Link stated staff could gather the information and suggested it be presented to the Council prior to notification to the neighborhood to determine if the Council wanted to pursue quiet zone improvements.

Councilmember Bartholomew questioned how much the study would cost.

Mr. Link responded the original estimates were \$3,000-5,000 per crossing. He noted he received information late in the day that the actual costs may be more and he needed to do some additional research on the cost.

Mayor Tourville opined it may be beneficial to do the studies now so the City is prepared when developers express interest in the Concord area.

Councilmember Piekarski Krech requested a copy of the study that was performed in Rosemount to gain a better understanding of the information that is provided in the analysis.

Vance Grannis Jr., 9249 Barnes Avenue, stated the City needed to know the magnitude of the problem before anything else was done. He suggested if the City knew the number of train trips per day, the time of day they occurred, and the number of times the whistles were blown it may also be helpful to provide that pertinent information to developers.

Mayor Tourville stated he would like to know the number of monthly trips as well because some days may have more traffic than others.

3. WIND TURBINES/ALTERNATIVE ENERGY SOURCES

Ms. Botten explained Vance Grannis Jr. previously spoke at a City Council meeting regarding his concerns related to vertical axis turbine regulations. She stated while Mr. Grannis' request was specific to vertical axis turbines, staff also received a couple inquiries regarding solar panels and felt both items could be discussed under a broader category of alternative energy systems. The City Code currently allowed wind power converters as a conditional use in the A, E-1, E-2, I-1, I-2, and P zoning districts. The code defined a wind power converter as a "mechanical device that harnesses energy from the wind". According to this definition vertical axis turbines would be allowed by CUP in the previously identified zoning districts and would not be allowed in the R or B zoning districts. She noted the City Code did not contain regulations that addressed solar panels, but the Comprehensive Plan states communities shall make

efforts to ensure that direct sunlight access to solar panels is not subjected to shading from nearby trees, buildings, or other structures. Currently solar panels would require a building permit. Staff researched other communities' alternative energy regulations. Eagan allowed wind energy conversion systems as a conditional use in the A, Industrial, and Public zoning districts only. Burnsville allowed wind energy conversion systems as a conditional use in all zoning districts except residential and park districts. Plymouth allowed similar systems in the public and restricted development zoning districts, not residential. Woodbury had standards that addressed both wind and solar energy systems. Wind systems were allowed in some residential districts with at least 3 acres and commercial/industrial districts with at least 1.5 acres. Roof mounted wind turbines were not permitted. Solar energy systems required at least a 15 foot setback from property lines. St. Paul had solar energy regulations, but none for wind energy. Vertical axis turbines in commercial or residential zoning districts have not been approved by the City of St. Paul. Cook County allows vertical axis towers less than 35 feet in height in all zoning districts. With the exception of Cook County staff did not find another city that specifically addressed vertical axis turbines. Duluth was the only city where wind systems would be allowed in urban density areas. She reviewed issues that could arise with respect to alternative energy systems. She stated aesthetics, noise, height requirements, impact to surrounding properties, safety concerns, setbacks, number of units allowed on a property, impact on birds, and permitting processes were all potential issues that should be taken into consideration. She explained staff sought direction from the Council as to whether or not City Code should be amended and, if so, should the amendment address both solar and wind systems, only solar or only wind, or only vertical axis turbines.

Councilmember Bartholomew questioned if screening was required for ground mounted mechanical equipment in residential areas.

Ms. Botten responded in the negative. She stated screening of mechanical equipment was required on commercial properties.

Mayor Tourville asked if any of the cities were having issues with their current regulations.

Ms. Botten stated not many issues were reported.

Councilmember Mueller questioned why solar panels would be a problem on commercial properties.

Ms. Botten stated screening would currently be required, thus limiting the effectiveness of the system.

Mr. Link noted it would be possible to screen solar energy systems from street elevation.

Councilmember Piekarski Krech stated screening would negate the benefit of a solar or wind system. She opined most solar panels were not displeasing aesthetically.

Mr. Grannis stated he was a proponent of the philosophy, "if it's not broke, don't fix it". He stated the ordinance was simply outdated. He noted screening of solar equipment could be a violation of state law. He stated there were many different designs of wind and solar energy systems. He encouraged the Council to just focus on vertical axis turbines and update the language in the current ordinance. He asked the Council not to impose regulations that would stand in the way of him placing vertical axis turbines on his property.

Councilmember Madden stated he would support vertical axis turbines being allowed on larger lots in the Agricultural and Estate zoning districts, but not in the residential or B-3 districts.

Mr. Grannis stated his only request was that the City not prevent a person from having vertical axis turbines.

Councilmember Bartholomew asked for suggestions regarding setback requirements. He stated he could not see a 90 foot wind turbine being allowed in a residential zoning district.

Mr. Grannis suggested requiring a permit for turbines taller than 35 feet.

Councilmember Bartholomew stated he would support allowing turbines on larger lots, in the Agricultural, I-1, and commercial districts if the correct setback could be determined.

Mr. Link reiterated that the vertical axis turbine would be allowed on the Grannis property as a conditional use.

Councilmember Piekarski Krech clarified that Mr. Grannis wanted vertical axis turbines to be a permitted use in his zoning district.

Mr. Grannis responded in the affirmative.

Mayor Tourville stated he saw value in staff tailoring the Woodbury ordinance to Inver Grove Heights. He suggested that staff could move forward with Mr. Grannis' request to allow vertical axis turbines as a permitted use. He opined he was not ready to allow them on residential properties.

Mr. Link noted Mr. Grannis' request would require an ordinance amendment that would first have to go to the Planning Commission.

Ms. Botten questioned how many vertical axis turbines the Council would like to permit on a property.

Councilmember Piekarski Krech stated they needed more information regarding parameters, distances, setbacks, and fall zones between turbines.

Councilmember Madden suggested that the number allowed be dependent on the size of the property.

Councilmember Bartholomew suggested that staff come up with a maximum number allowed in the Agricultural, Industrial, Public, and Estate districts and anything beyond that would require a CUP.

Mr. Lynch suggested a starting point could be to allow one (1) roof mounted and one (1) free standing. Anything beyond that would require a CUP.

Mayor Tourville stated the wind turbines were generally used for ancillary purposes.

Councilmember Bartholomew stated Mr. Grannis could ask the Planning Commission to consider another number.

Mr. Grannis stated the size of the property should be considered. He suggested that the maximum number allowed should be a ratio based on the size of the property.

Ms. Piekarski opined that one (1) roof mounted and one (1) free standing were arbitrary numbers. She suggested determining how much energy would be generated to determine the maximum number.

Mr. Grannis suggested ten (10) vertical axis turbines be allowed per 150 acres.

The Council agreed that ratio could be the starting point for staff to begin drafting the ordinance amendment.

4. ADJOURN

The meeting was adjourned at 8:55 p.m.

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

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

3. PRESENTATIONS:

- A.** Recognition of Dan Bernardy as Recipient of Community Service/Public Education Award from the Minnesota State Fire Department Association

Fire Chief Thill explained Dan Bernardy was recently recognized by the Minnesota State Fire Department Association at their annual awards banquet. The State Fire Department Association started a brand new recognition program, consisting of four (4) categories. Mr. Bernardy was awarded the first annual Community Service/Fire Prevention award. He was nominated by Daniel Johnson, the Executive Director for Minnesota FAIR Plan. Fire safety and fire prevention are very important to Minnesota FAIR Plan as the program's purpose is providing limited insurance to those who are unable to obtain coverage through the private sector. In his nomination Mr. Johnson wrote, "Dan's passion for fire safety education is boundless. I know of no one who has dedicated more time and energy to fire prevention and safety awareness than Dan Bernardy. Some programs are receiving interest from fire departments and fire safety officials from across the country". She stated Mr. Bernardy has worked on programs with Mr. Johnson dating back to 2003 including: the Juvenile Fire Setter Intervention Program, Check It Out Fire Safety Program, Risk Watch Injury Prevention Program for schools, Get Your Butt Outside Smoking Safety Campaign, the Heat Team, Youth Fire Safety and Prevention Program in coordination with Regions Hospital, and Governor's Fire Prevention Day at the State Fair. She stated Dan has been very busy promoting fire safety and prevention throughout the State and it was an honor to have an Inver Grove Heights Firefighter recognized amongst the 20,000 firefighters in the Minnesota.

Mr. Bernardy thanked the Mayor and Council for their support. He stated he was raised by the Inver Grove Heights Fire Department and he was taught very early on that if they were going to respond to something it was also their duty to prevent it from happening. He stated the firefighters enjoy visiting with community members and helping them in their time of need. He opined if someone is in need he did something wrong because that person did not know what could have been done to prevent the situation. He explained if the fire department can teach people how to prevent crises from happening they may not see so many people in need of help. He reiterated his belief that a firefighter's greatest responsibility was prevention.

The City Council congratulated Mr. Bernardy on his award and thanked him for his service to the City.

- B.** Mayor's Proclamation of July 14, 2013 as "Jeff Davis Day" in the City of Inver Grove Heights

Mayor Tourville stated the proclamation was to honor Jeff Davis, a member of the Inver Grove Heights Fire Department for 40 years. He explained there would be a public celebration on Sunday, July 14th from 6-8 pm at Fire Station #3 for Mr. Davis. He read the contents of the proclamation.

4. CONSENT AGENDA:

Councilmember Bartholomew removed Item 4J from the Consent Agenda.

- A.** i) Minutes of June 8, 2013 City Council Work Session
ii) Minutes of June 24, 2013 Regular City Council Meeting
- B. Resolution No. 13-86** Approving Disbursements for Period Ending July 2, 2013
- C.** Pay Voucher No. 3 for City Project No. 2006-08, Asher Water Tower Replacement
- D.** Custom Grading Agreement for Lot 3, Block 2, Orchard Trail (Heinsch) 1835 86th Ct. E.

- E. Approve Improvement Agreement and Stormwater Facilities Maintenance Agreement for 2060 Upper 55th Street (Woodlyn Heights – Inverwood Realty, LLC)
- F. Approve Access Agreement for the Minnesota Pollution Control Agency (MPCA) “Trestle Stop” Petroleum Remediation Project
- G. Approve 2013/2014 Collective Bargaining Agreement between the City and Law Enforcement Labor Services (LELS), Local 189 (Sergeants)
- H. Approve 2013/2014 Collective Bargaining Agreement between the City and International Union of Operating Engineers, Local 70
- I. Approve 2013/2014 Collective Bargaining Agreement between the City and American Federation of State and Municipal Employees, Council Five, Local 1065
- K. Approve Temporary Extension of Liquor License for Kladek, Inc.
- L. Personnel Actions

Motion by Madden, second by Mueller, to approve the Consent Agenda

Ayes: 5

Nays: 0 Motion carried.

J. Resolution Approving 2013 and 2014 Compensation Plans Covering All Non-Union Positions

Councilmember Bartholomew questioned how many employees were at Step V of the compensation scale.

Mr. Lynch explained of those employees at the director level position, only the Finance Director and Police Chief were not at Step V. He stated he would collect and provide information to the Council regarding the remaining non-union employees included in the compensation plan.

Councilmember Bartholomew stated he would like to start a discussion whereby the steps of the compensation scale are tied to performance. He opined that a performance based system would also promote the quality program the Council was working to implement with the department heads. He asked staff to schedule the item for discussion at a future work session.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 13-87 approving 2013 and 2014 Compensation Plans Covering All Non-Union Positions

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Gary Vandelinde, 7103 River Road, stated he would like to stop some of the noise from the railroad in his neighborhood. He presented the Council with pictures of improvements that were made at railroad crossings in Cottage Grove and St. Paul Park to eliminate noise in residential areas. He noted he was specifically concerned with the crossing at Upper 71st Street. He stated the street basically goes to a dead end and emergency vehicles cannot access 71st Street directly. He opined that the street served no purpose and asked the City for assistance to solve the problem.

Mayor Tourville stated the issue was discussed by the Council at the most recent work session. He explained staff was collecting more information to determine what the requirements and cost would be to pursue the establishment of quiet zones at several railroad crossings.

Mr. Vandelinde suggested that staff contact Cottage Grove and St. Paul Park for examples of the process that was followed.

Councilmember Piekarski Krech questioned if he was talking specifically about the noise from the trains or from the train whistles.

Mr. Vandelinde indicated his main concern was the noise from train whistles.

Councilmember Piekarski Krech questioned if the whistles were being blown more frequently now than in the past.

Mr. Vandelinde explained the whistles have been much louder since the new track went through. He stated the noise had become a nuisance to the residents in the area.

Kenneth Detlie, 7071 River Road, expressed similar concerns regarding the noise from train whistles. He stated there were seven (7) trains that passed through on Sunday and the whistles were blown for extended periods of time. He opined that the whistles were being blown excessively every day of the week.

Mayor Tourville suggested staff send notice to the neighbors of when the issue would be discussed again by Council.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. DAKOTA COUNTY CDA; Consider the following requests for property located at the Corner of Cheney Trail and Cahill Avenue:

- i) 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
- ii) Resolution relating to a Final Plat and Final PUD Development Plan for a 66 Unit Senior Housing Multiple Family Development
- iii) Resolution relating to a Conditional Use Permit for a Multiple Family Development

Kari Gill, Dakota County CDA, stated at the June 24th meeting the Council directed the CDA to review the site plan and explore alternatives that might improve the relationship with the homes to the east of the proposed site. She explained they did consider moving the building to the north, however because the site becomes substantially more narrow in that direction the end result was a long, rectangular shaped building. She noted they did not submit that site plan to staff as an option. She explained the proposed plan was revised to reflect a new orientation of the site on which the parking was closer to the homes and the building was as far west as possible while maintaining setback requirements. She noted it was also discovered that a 40 foot setback would be sufficient for the site. The combination of altering the building orientation and the additional setback achieved distances of 102 to 120 feet from the adjacent property lines of the homes to the east. She stated the new plan reflected a distance of at least 200 feet from any of the existing homes. Because of the elevation difference, the lighting in the parking lot would be below the elevation of the neighboring properties and, as required by the proposed conditions, all of the parking lot lighting would be downward facing. She explained staff determined that the maximum number of units that allowed on the site would be 68 under a medium density residential zoning. The proposed site plan included 66 units and they did not propose an increase because any additional units would have required them to go through the public hearing process with the Planning Commission again. She stated the landscape plan had not been finalized and acknowledged they were willing to include some larger, more mature evergreens in addition to plantings on the adjacent properties of interested homeowners. The CDA agreed to the four (4) additional conditions listed in the resolutions.

Kirk Velett, Insite Architects, reviewed the revised site plan. He stated the new configuration involved moving the building up to the 40 foot setback along Cahill Avenue and relocating the parking area to the east side of the building. He stated typically neighbors do not prefer to be closest to parking areas. In this case it was believed that because the elevation was 20 feet below the neighbors the parking area would not be obtrusive. He noted 20 foot light poles were proposed for the parking area so the top of the pole would be below the neighbors' lowest level. The building was moved approximately 50 to 55 feet to the west of the neighboring property lines and the minimum setbacks were increased from approximately 62 feet to 102 feet at the closest point and 120 feet at the farthest point. He stated the revised plan still

allowed them to maintain the existing knoll. The roundabout was reconfigured to account for the slightly longer building and to allow for easier access by the Fire Department and other emergency vehicles. He stated the building would be the same height as what was originally proposed.

Allan Cederberg, 1162 82nd St. E., stated the engineering plans did not reflect the revised site plan.

Mr. Link explained staff's understanding following the June 24th meeting was that Council wanted the CDA to present a concept of a revised site plan. It was noted at the June 24th meeting that the CDA would not have time to prepare detailed landscape and engineering plans. The CDA presented a concept of a revised building location on the site and, if the Council is agreeable to the revisions, the CDA would prepare the more detailed engineering and landscape plans.

Mr. Kuntz explained in two (2) of the resolutions there was a reference to adoption of a plan set. He stated the Council could add that the plans shall be modified to conform to the revised site plan and that the plans have to be approved by both the Community Development Director and the Director of Public Works. He noted the development contract would have to come back to the City Council for approval that would contain a list of the revised plans.

Joe Sunday, 9258 Cheney Trail, commented he was happy to see that the building was set back farther away from the neighbors. He stated the revised site plan still did not address the issue regarding the building placement on the site because it was not centered. He opined it was unfair that the neighbors on the southern end had to bear the brunt of the development. He questioned what the CDA's ultimate goal was for the site if they were going to leave the northern half of the site empty. He suggested if the building were configured on the site in the shape of a "v" it would make more sense because it would develop the whole outlot at once. He opined that the conditions 10, 11, and 12 had too many loopholes that could allow the northern half of the site to be developed in the future.

Mayor Tourville stated at the last meeting the Council asked that language be included that would preclude future development on the site and the engineering department also indicated it would be very difficult to develop on the northern half of the site because it would require additional storm water improvements that would limit the space available for development.

Mr. Lynch clarified no outlot would be created and the property was one (1) single lot.

Mr. Thureen stated he was not in attendance at the last meeting and did not have the same familiarity with the plans as the City Engineer. He explained in general it is usually possible to add storm water improvements to make a site developable, but reiterated he did not know the specific details of the site in question.

Mayor Tourville noted the CDA also went on record and stated they were not looking to build anything else on the lot other than the proposed 66 unit building.

Mr. Kuntz stated four conditions were included to address the concerns that were raised at the last meeting regarding potential future development on the site. The first was a requirement that the plat remain one (1) lot. The second was a requirement that there could not be any additional buildings on the site for principal use, other than what was depicted on the site plan. The third was a requirement prohibiting future subdivision of the lot. The fourth was a requirement was to limit the number of units on the property to 66 and that the use remains senior housing. He explained the clause which provides the city council with the ability to waive or amend the covenants was a reality of a statutory city that would exist whether the language was included in the resolution or not. The reason the language was included was to make sure all parties understood that a subsequent city council could waive or enter into a different agreement if they so decided. He noted any proposed changes in the future would require that the applicant go through the public hearing process with the planning commission and formal approval by the city council.

Mayor Tourville reiterated that the CDA agreed to each of the conditions outlined by the City Attorney to address the neighbors' concern that something else would be built on the north half of the lot in the future.

Mr. Sunday questioned if the CDA would consider configuring the building a "v" shape so it was more

spread out across the property.

Aric Elsner, 9250 Cheney Trail, stated the neighbors were not opposed to a senior housing development and wanted to work with the CDA to come up with solution that would fit better in the neighborhood. He referenced a previous proposal for the site that was approved but never built as an example of a development that utilized the entire lot. He reiterated the concern that the CDA would develop the north half of the lot at some point in the future.

Mayor Tourville stated the CDA agreed to a covenant that would preclude them from developing on the north half of the lot. He added that the Council imposed a number of conditions to address the concerns about future development and the CDA has agreed to each of them.

Jessica Kuefler, 9254 Cheney Trail, stated she appreciated the conditions that were included to address the concerns regarding future development. She opined that the burden had been unfairly placed on the four (4) or five (5) homeowners on the end. She stated the development should be spread over the entire lot to spread the burden equally amongst the homeowners.

Mr. Velett stated keeping the development on the south side of the property had nothing to do with the potential to develop the north half in the future. He explained the goal was to determine where the building would fit best on the site. The concern with centering the building more on the property was that it became too long and stretched out, more rectangular. The t-shaped configuration helped to shorten the building. He stated the CDA would not be able to construct another building in the same configuration on the north half of the property because the lot became narrower at that point. He noted it was the CDA's desire from the beginning to preserve the knolls on the property as natural buffers. He reiterated the CDA had not considered what could potentially be built on the north half of the lot.

Mr. Sunday stated he would be in favor of the more elongated plan and questioned why the CDA could not stretch the building out even farther to get more units.

Mayor Tourville stated the CDA had made it very clear at both meetings that they were only interested in building 66 units.

Mr. Elsner questioned why the elongated configuration could not be shifted to the north. He reiterated his opinion that the building should be located according to where the neighbors feel is the best fit.

Councilmember Piekarski Krech stated the situation is being presented as the neighbors on the south end of the site versus the neighbors on the north end. She opined if the building was shifted north the neighbors on that end wouldn't be happy with the location either. She stated there is no solution that would make the whole neighborhood happy.

Mayor Tourville noted the CDA stated that the longer configuration would not work for their development.

Mr. Sunday stated several of the neighbors to the north would not be affected because the existing knoll blocks the view from their property and the remaining neighbors did not care about the development. He opined it was unfair to the neighbors on the south end.

Councilmember Madden clarified that one of the reasons the CDA did not want to construct a longer building was because it was not conducive to the use, senior housing. He stated it can be difficult for senior citizens to move around and a shorter building would make it easier and safer for the residents.

Mr. Velett confirmed that it was very important to the CDA to keep the corridors of the building as short as possible to benefit the tenants.

Councilmember Bartholomew confirmed that the reason the building could not be more centered on the property was a function of the shape and size of the lot.

Mr. Velett stated the original plans had the building centered on the property. It was moved further south because it allowed for the more desirable t-shaped configuration and for the preservation of more open space.

Councilmember Bartholomew clarified the shape of the building was a function of its use because the

shorter building was more conducive to senior housing. He questioned if the proposed building location was the best concept for the property and where it truly belonged.

Mr. Velett responded in the affirmative.

Councilmember Mueller questioned how the future sidewalk along Cahill Avenue would affect the project.

Mr. Link stated the site plan included the future extension of the sidewalk along the east side of Cahill Avenue.

Mayor Tourville questioned if the conditions previously discussed by Mr. Kuntz needed to be restated.

Mr. Kuntz stated the four (4) conditions were already embedded within the resolutions.

Councilmember Piekarski Krech questioned if the requirement to modify the plan set documents was also included.

Mayor Tourville questioned if it would be appropriate to include language that the plans must be modified to conform to the revised site plan dated July 1, 2013.

Mr. Kuntz responded in the affirmative.

Councilmember Piekarski Krech confirmed the landscaping plan still included a provision that would allow for screening on the neighboring properties.

Mayor Tourville stated the CDA agreed to provide a revised landscaping plan that would include larger, more mature trees and to work with interested neighbors to provide screening on their property.

Councilmember Bartholomew noted the CDA did everything that was asked of them. He stated they have agreed to a covenant limiting the building to 66 units, explained the building had to be three stories because it was more economically feasible, and gave full consideration to the placement of the building on the lot. He opined he agreed with the architect that the proposed plan reflected the best placement of the building on the lot. He stated he was in favor of the proposal given the covenants the CDA agreed to and their willingness to work with the neighbors to provide screening with landscaping. He noted this was as close to a guarantee as they were ever going to receive that nothing would change on the property beyond what was agreed to in the plan documents.

Councilmember Piekarski Krech opined she did not know how to modify the plans any more than what had already been done. She stated it was unfortunate that the neighbors felt abused or cheated because that was not the City's intent. She explained they did the best they could to minimize the impact on the neighbors and make it as equitable as possible. She stated the CDA bent over backwards to accommodate the City's requests and alleviate the neighbors' concerns. She added she did not want to excavate any more than was necessary and because the CDA agreed to keep the open space and only build 66 units on the property the impact on the environment would be minimized.

Mayor Tourville stated the neighbors requested that the building be moved farther away from the homes and the CDA complied and also agreed to provide landscaping to screen the private properties. The CDA also agreed to a number of covenants to address the concern about future development on the northern portion of the lot. He opined the CDA did compromise on many aspects of the development.

Councilmember Madden stated there was a vital need for senior housing in the community.

Mr. Kuntz confirmed that the motion included the changes to require that the plan set documents be modified to conform to the revised site plan dated July 1, 2013.

Council members Piekarski Krech and Bartholomew agreed.

Motion by Piekarski Krech, second by Bartholomew, to adopt Ordinance No. 1268 amending 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, Resolution No. 13-88 relating to a Final Plat and Final PUD Development Plan for a 66 Unit Senior Housing Multiple Family Development, and Resolution No. 13-89 relating to a Conditional Use

Permit for a Multiple Family Development with the changes as noted

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Madden thanked the Boy Scouts for putting up the flags in the City for the 4th of July. He also reminded dog owners to clean up after their pets in the parks and public property.

Mayor Tourville reminded citizens that Night to Unite was scheduled for August 6, 2013.

9. ADJOURN: Motion by Mueller, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 8:17 p.m.

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: July 22, 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 July 3, 2013 to July 17, 2013.

SUMMARY

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

General & Special Revenue	\$343,720.79
Debt Service & Capital Projects	375,283.42
Enterprise & Internal Service	223,170.94
Escrows	900.00
	<hr/>
Grand Total for All Funds	<u><u>\$943,075.15</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 July 3, 2013 to July 17, 2013 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING July 17, 2013**

WHEREAS, a list of disbursements for the period ending July 17, 2013 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	\$343,720.79
Debt Service & Capital Projects	375,283.42
Enterprise & Internal Service	223,170.94
Escrows	900.00
Grand Total for All Funds	<u><u>\$943,075.15</u></u>

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

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 7/3/2013 - 7/17/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0021209	07/12/2013	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	28.48
AFSCME COUNCIL 5	INV0021210	07/12/2013	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	732.23
AFSCME COUNCIL 5	INV0021211	07/12/2013	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	89.10
BELLEISLE, MONICA	6/28/13	07/10/2013	REIMBURSE-MILEAGE	101.42.4200.423.50065	49.34
BITUMINOUS ROADWAYS, INC.	20886	07/17/2013	35265	101.43.5200.443.40046	33,078.21
BUREAU OF CRIMINAL APPREHENSION	000000096854	07/10/2013	00000012981	101.42.4000.421.40044	390.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0021164	07/12/2013	MIGUEL GUADALAJARA FEIN/TAXPAYER	101.203.2032100	279.69
CASAREZ, JOSEPH	7/11/13	07/17/2013	REIMBURSE-CLOTHING	101.42.4000.421.60045	39.94
CENTRAL TURF & IRRIGATION SUPPLY	5039291-00	07/17/2013	112659	101.44.6000.451.40047	168.33
CENTURY LINK	6/22/13 651 457 4184 7	07/17/2013	651 457 4184 746	101.44.6000.451.50020	57.95
CENTURY LINK	6/22/13 651 457 5524 9	07/17/2013	651 457 5524 959	101.44.6000.451.50020	64.32
CLAREY'S SAFETY EQUIPMENT	150626	07/10/2013	090500	101.42.4200.423.60040	1,271.81
COLLINS ELECTRICAL CONST.	1330942.01	07/17/2013	7/9/13	101.43.5200.443.40046	217.00
COLLINS ELECTRICAL CONST.	1330950.01	07/17/2013	7/9/13	101.43.5200.443.40046	249.00
CULLIGAN	6/30/13 157-98459100-	07/10/2013	157-98459100-6	101.42.4200.423.60065	61.39
CULLIGAN	6/30/13 157-98459118-	07/10/2013	157-98459118-8	101.42.4200.423.60065	56.10
DAKOTA CTY FINANCIAL SVCS	00007061	07/17/2013	P0001753	101.44.6000.451.70501	12,760.80
DAKOTA CTY PROP TAXATION & RECORDS	7/2/13	07/10/2013	ABSTRACT/TORRENS FEE	101.45.0000.3413000	276.00
DAKOTA ELECTRIC ASSN	6/26/13 246837-9	07/17/2013	246837-9	101.44.6000.451.40020	5,836.69
DAKOTA ELECTRIC ASSN	6/26/13 250165-8	07/17/2013	250165-8	101.44.6000.451.40020	422.01
DAKOTA ELECTRIC ASSN	6/26/13 393563-2	07/17/2013	393563-2	101.44.6000.451.40020	513.66
DAKOTA ELECTRIC ASSN	6/26/13 426713-4	07/10/2013	426713-4	101.43.5400.445.40020	34.37
DAKOTA ELECTRIC ASSN	6/26/13 443054-2	07/17/2013	443054-2	101.44.6000.451.40020	11.11
DCA TITLE	A13-65224	07/17/2013	81000.11000	101.44.6000.451.60065	150.00
EFTPS	INV0021216	07/12/2013	FEDERAL WITHHOLDING	101.203.2030200	41,543.40
EFTPS	INV0021218	07/12/2013	MEDICARE WITHHOLDING	101.203.2030500	11,469.40
EFTPS	INV0021219	07/12/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	35,484.22
ESS BROTHERS & SONS INC	SS2980	07/17/2013	7/1/13	101.43.5200.443.60016	396.51
FEDEX KINKO'S	7/1/13 0116335190	07/17/2013	0116335190	101.44.6000.451.50030	103.09
FIRST IMPRESSION GROUP, THE	53449-P	07/17/2013	POSTAGE INSIGHT JULY/AUGUST	101.41.1100.413.50032	2,310.00
FLAGSHIP RECREATION LLC	F1673	07/17/2013	7/2/13	101.44.6000.451.40047	504.45
G & M TREE MOVING INC	988	07/17/2013	16 TREES	101.44.6000.451.30700	2,000.00
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	101.41.1100.413.30550	30.08
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	101.41.2000.415.30550	71.08
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	101.42.4000.421.30550	245.18
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	101.42.4200.423.30550	14.00
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	101.43.5000.441.30550	8.38
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	101.43.5100.442.30550	40.94
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	101.43.5200.443.30550	24.51
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	101.44.6000.451.30550	33.67
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	101.45.3000.419.30550	17.20
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	101.45.3200.419.30550	14.23
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	101.45.3300.419.30550	21.98
GENESIS EMPLOYEE BENEFITS, INC	INV0021207	07/12/2013	HSA ELECTION-SINGLE	101.203.2032500	2,754.06
GENESIS EMPLOYEE BENEFITS, INC	INV0021208	07/12/2013	HSA ELECTION-FAMILY	101.203.2032500	3,778.10
GRAINGER	9179796823	07/10/2013	806460150	101.43.5200.443.60016	26.08
GRAINGER	9179798815	07/10/2013	806460150	101.43.5200.443.60016	6.52
GRAINGER	9179407482	07/10/2013	806460150	101.43.5200.443.60016	(73.64)
HELENA CHEMICAL COMPANY	134722090	07/17/2013	3248131	101.44.6000.451.60035	198.79
HOSE / CONVEYORS INC	00036160	07/17/2013	CIT300	101.44.6000.451.60040	52.99
ICMA RETIREMENT TRUST - 457	INV0021165	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0021166	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	307.68
ICMA RETIREMENT TRUST - 457	INV0021167	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0021168	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	611.98
ICMA RETIREMENT TRUST - 457	INV0021169	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0021170	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	476.07
ICMA RETIREMENT TRUST - 457	INV0021171	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	815.00
ICMA RETIREMENT TRUST - 457	INV0021172	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	127.70
ICMA RETIREMENT TRUST - 457	INV0021173	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	250.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0021174	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	797.06
ICMA RETIREMENT TRUST - 457	INV0021175	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0021176	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	276.33
ICMA RETIREMENT TRUST - 457	INV0021177	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	1,576.58
ICMA RETIREMENT TRUST - 457	INV0021178	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	121.01
ICMA RETIREMENT TRUST - 457	INV0021179	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0021180	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	392.06
ICMA RETIREMENT TRUST - 457	INV0021181	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	590.00
ICMA RETIREMENT TRUST - 457	INV0021182	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	459.43
ICMA RETIREMENT TRUST - 457	INV0021183	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	INV0021184	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	314.76
ICMA RETIREMENT TRUST - 457	INV0021185	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0021186	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	37.02
ICMA RETIREMENT TRUST - 457	INV0021187	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	475.00
ICMA RETIREMENT TRUST - 457	INV0021188	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	148.05
ICMA RETIREMENT TRUST - 457	INV0021189	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	25.00
ICMA RETIREMENT TRUST - 457	INV0021190	07/12/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	70.13
ICMA RETIREMENT TRUST - 457	INV0021191	07/12/2013	ICMA (AGE 50 & OVER)	101.203.2031400	342.90
ICMA RETIREMENT TRUST - 457	INV0021192	07/12/2013	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0021193	07/12/2013	ICMA (AGE 50 & OVER)	101.203.2031400	838.46
ICMA RETIREMENT TRUST - 457	INV0021194	07/12/2013	ICMA (AGE 50 & OVER)	101.203.2031400	947.63
ICMA RETIREMENT TRUST - 457	INV0021195	07/12/2013	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0021196	07/12/2013	ICMA (AGE 50 & OVER)	101.203.2031400	3,673.85
ICMA RETIREMENT TRUST - 457	INV0021197	07/12/2013	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0021206	07/12/2013	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	532.70
INFINITY WIRELESS	33618	07/10/2013	6/28/13	101.42.4200.423.40042	105.00
INVER GROVE FORD	6/25/13 94917	07/10/2013	94917	101.42.4000.421.70300	267.81
INVERCITY PRINTING INC	130624	07/17/2013	7/10/13	101.45.3300.419.60040	437.88
IUOE	INV0021212	07/12/2013	UNION DUES IUOE	101.203.2031000	1,092.50
KENISON, TERRI	JUNE 2013	07/10/2013	JUNE 2013	101.42.4200.423.30700	908.44
LEAGUE OF MN CITIES	180986	07/10/2013	2013 CONFERENCE	101.41.1000.413.50080	120.00
LELS	INV0021213	07/12/2013	UNION DUES (LELS)	101.203.2031000	1,250.00
LELS SERGEANTS	INV0021214	07/12/2013	UNION DUES (LELS SGT)	101.203.2031000	225.00
LYNCH, JOE	6/17/13	07/10/2013	REIMBURSE-MTG LUNCH	101.41.1100.413.50075	27.07
M & J SERVICES, LLC	435	07/17/2013	6/26/13	101.43.5200.443.40046	1,125.00
M & J SERVICES, LLC	440	07/17/2013	7/2/13	101.43.5200.443.40046	3,960.00
M & J SERVICES, LLC	442	07/17/2013	7/2/13	101.43.5200.443.40046	1,680.00
M & J SERVICES, LLC	443	07/17/2013	7/3/13	101.43.5200.443.40046	470.00
MENARDS - WEST ST. PAUL	28575	07/17/2013	30170270	101.44.6000.451.60016	14.74
METROPOLITAN AREA MGMT ASSOC.	1252	07/10/2013	6/13/13	101.41.1100.413.50075	15.00
METROPOLITAN COUNCIL ENVIRON SRVCS	JUNE 2013	07/17/2013	JUNE 2013	101.41.0000.3414000	(292.20)
MINNEAPOLIS OXYGEN CO.	171067542	07/10/2013	113504	101.42.4200.423.40042	83.36
MINNEAPOLIS OXYGEN CO.	171067543	07/10/2013	113504	101.42.4200.423.40042	133.38
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0021162	07/12/2013	RICK JACKSON FEIN/TAXPAYER ID: 4160	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0021163	07/12/2013	JUSTIN PARRANTO FEIN/TAXPAYER ID: 4	101.203.2032100	484.54
MN DEPT OF REVENUE	INV0021217	07/12/2013	STATE WITHHOLDING	101.203.2030300	17,425.38
MN GLOVE & SAFETY, INC.	272394	07/17/2013	CTINVP	101.44.6000.451.60045	142.00
MN RUSCO, INC.	55527	07/17/2013	7/12/13	101.45.0000.3221000	82.80
MTI DISTRIBUTING CO	913611-00	07/17/2013	91180	101.44.6000.451.40047	575.67
OXYGEN SERVICE COMPANY, INC	03232079	07/10/2013	04394	101.42.4000.421.60065	12.83
PEARL VALLEY ORGANIX, INC.	54427	07/17/2013	00084912	101.44.6000.451.60030	5,332.60
PEARL VALLEY ORGANIX, INC.	54434	07/17/2013	00084917	101.44.6000.451.60030	5,410.60
PERA	INV0021198	07/12/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,453.37
PERA	INV0021200	07/12/2013	EMPLOYER SHARE (PERA COORDINATED)	101.203.2030600	16,069.42
PERA	INV0021201	07/12/2013	PERA COORDINATED PLAN	101.203.2030600	15,065.64
PERA	INV0021202	07/12/2013	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	57.69
PERA	INV0021203	07/12/2013	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0021204	07/12/2013	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	16,446.50
PERA	INV0021205	07/12/2013	PERA POLICE & FIRE PLAN	101.203.2030600	10,964.32
PRECISE MRM	307210	07/10/2013	000208	101.43.5200.443.50070	279.98
S & T OFFICE PRODUCTS	6/30/13	07/10/2013	JUNE 2013	101.45.3000.419.60010	11.00
SMITH KRISTI	7/2/13	07/10/2013	REIMBURSE-GFOA/PROJECT COSTS	101.41.2000.415.50065	41.82
SMITH KRISTI	7/2/13	07/10/2013	REIMBURSE-GFOA/PROJECT COSTS	101.41.2000.415.50070	225.00
SMITH KRISTI	7/2/13	07/10/2013	REIMBURSE-GFOA/PROJECT COSTS	101.41.2000.415.50075	137.55
SMITH KRISTI	7/2/13	07/10/2013	REIMBURSE-GFOA/PROJECT COSTS	101.41.2000.415.60018	45.00
STREICHER'S	I1029210	07/10/2013	285	101.42.4000.421.60018	1,367.15
THOMSON REUTER - WEST	827520858	07/10/2013	10000197212	101.42.4000.421.30700	140.90

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TIMESAVER OFF SITE SECRETARIAL INC	M19877	07/10/2013	6/10/13 & 6/24/13 MEETING	101.41.1100.413.30700	510.00
TOTAL CONSTRUCTION & EQUIP.	57562	07/10/2013	CIT0001	101.43.5400.445.40042	716.75
TOTAL TOOL	01907510	07/17/2013	002589	101.43.5200.443.60045	57.58
TOUGH CUT SERVICES	2586	07/10/2013	6960 CLAYTON AVE	101.45.3000.419.30700	72.31
TOUGH CUT SERVICES	2587	07/10/2013	6852 CRAIG CT	101.45.3000.419.30700	48.21
TRICOM COMMUNICATIONS	10800	07/10/2013	6/29/13	101.42.4200.423.40040	509.14
TWIN CITIES OCCUPATIONAL HEALTH PC	102072032	07/10/2013	N26-1251001589	101.41.1100.413.30500	75.00
UNIFIRST CORPORATION	090 0166522	07/10/2013	1051948	101.43.5200.443.60045	34.49
UNIFIRST CORPORATION	090 0166522	07/10/2013	1051948	101.44.6000.451.60045	25.41
UNIFIRST CORPORATION	090 0167322	07/17/2013	1051948	101.43.5200.443.60045	23.78
UNIFIRST CORPORATION	090 0167322	07/17/2013	1051948	101.44.6000.451.60045	36.12
UNIFORMS UNLIMITED	167736	07/10/2013	I14866	101.42.4000.421.60045	15.39
UNITED WAY	INV0021215	07/12/2013	UNITED WAY	101.203.2031300	105.00
UNIVERSITY NATIONAL BANK	INV0021199	07/12/2013	STEVE HER FILE #62-CV-07-3401	101.203.2031900	493.13
USA MOBILITY WIRELESS INC	W0317409G	07/10/2013	0317409-1	101.42.4000.421.50020	4.88
VOLUNTEER FIREFIGHTERS BENEFIT	7/10/13 ANNUAL RENEW	07/10/2013	ANNUAL RENEWAL	101.42.4200.423.50070	690.00
XCEL ENERGY	373340965	07/17/2013	51-6025596-7	101.43.5400.445.40020	1.13
XCEL ENERGY	373394576	07/10/2013	51-9359857-3	101.43.5400.445.40020	280.57
XCEL ENERGY	6/21/13 51-8394358-2	07/10/2013	51-8394358-2	101.43.5400.445.40020	35.65
XCEL ENERGY	373525831	07/10/2013	51-7094669-1	101.43.5400.445.40020	42.87
XCEL ENERGY	374078981	07/17/2013	51-9782436-1	101.43.5400.445.40020	65.50
XCEL ENERGY	374719351	07/10/2013	51-67431857-4	101.42.4200.423.40010	2,001.94
XCEL ENERGY	374719351	07/10/2013	51-67431857-4	101.42.4200.423.40020	233.58

Fund: 101 - GENERAL FUND

284,555.75

B 52 BURGERS	7/8/13	07/17/2013	10 @ \$25 GIFT CARDS	201.44.1600.465.50025	250.00
EL LORO MEXICAN RESTAURNAT	7/8/13	07/17/2013	10 @ \$25 GIFT CARDS	201.44.1600.465.50025	250.00
OLD WORLD PIZZA	7/8/13	07/17/2013	10 @ \$25 GIFT CARD	201.44.1600.465.50025	250.00
RIVER HEIGHTS CHAMBER OF COMMERCE	3542	07/17/2013	4/13/13-7/8/13	201.44.1600.465.40065	105.25
RIVER HEIGHTS CHAMBER OF COMMERCE	3542	07/17/2013	4/13/13-7/8/13	201.44.1600.465.50035	5.24

Fund: 201 - C.V.B. FUND

860.49

AAA INSURANCE	7/8/13	07/17/2013	REFUND-UNABLE TO PARTICIPATE	204.207.2070300	1.66
AMERICAN SOCCER COMPANY, INC.	6237239	07/17/2013	467997	204.44.6100.452.60045	1,721.49
COMDATA CORPORATION	7/1/13	07/10/2013	RH172	204.44.6100.452.60009	14.98
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	204.44.6100.452.30550	21.11
MN SPORTS FEDERATION	6/14/13	07/17/2013	MENS SLOW ENTRY FORM	204.44.6100.452.60009	360.00
ORIENTAL TRADING COMPANY, INC.	6580935637-01	07/17/2013	20867186	204.44.6100.452.60009	71.60
SAM'S CLUB	6/23/13 7715 0900 6570	07/10/2013	7715 0900 6570 2540	204.44.6100.452.50070	(35.00)
SAM'S CLUB	6/23/13 7715 0900 6570	07/10/2013	7715 0900 6570 2540	204.44.6100.452.60009	20.35
SOUTH ST PAUL UMPIRES ASSOC	6/28/13	07/17/2013	JUNE 2013	204.44.6100.452.30700	4,620.00
UNIVERSAL ATHLETIC SERVICE, INC.	1501-000406	07/17/2013	154421	204.44.6100.452.60009	408.16
UNIVERSAL ATHLETIC SERVICE, INC.	1501-000408	07/17/2013	154421	204.44.6100.452.60009	(40.61)

Fund: 204 - RECREATION FUND

7,163.74

AAA INSURANCE	7/8/13	07/17/2013	REFUND-UNABLE TO PARTICIPATE	205.44.0000.3492500	23.34
AMERICAN AED, INC.	7/11/13 RV AED	07/17/2013	RV AED ORDER	205.44.6200.453.60040	1,329.00
COCA COLA BOTTLING COMPANY	0108264718	07/17/2013	6/26/13	205.44.6200.453.76100	230.52
COMDATA CORPORATION	7/1/13	07/10/2013	RH172	205.44.6200.453.60065	49.90
COMDATA CORPORATION	7/1/13	07/10/2013	RH172	205.44.6200.453.76050	14.93
COMDATA CORPORATION	7/1/13	07/10/2013	RH172	205.44.6200.453.76100	204.75
COMMON SENSE BUILDING SERVICES, INC.	31616	07/17/2013	JULY 2013	205.44.6200.453.40040	7,233.14
DISCOUNT SCHOOL SUPPLY	P29945470001	07/17/2013	0008009003	205.44.6200.453.60065	76.79
GARTNER REFRIGERATION & MFG, INC	42377	07/17/2013	X3408	205.44.6200.453.40040	250.50
GARTNER REFRIGERATION & MFG, INC	42378	07/17/2013	X3408	205.44.6200.453.40040	3,972.89
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	205.44.6200.453.30550	26.74
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	205.44.6200.453.30550	10.50
GOODIN COMPANY	02993320-00	07/17/2013	1001619	205.44.6200.453.60016	49.59
GRAINGER	9178128139	07/17/2013	806460150	205.44.6200.453.60016	59.93
GRAINGER	9178128139	07/17/2013	806460150	205.44.6200.453.60016	59.92
GRAINGER	9180803588	07/17/2013	806460150	205.44.6200.453.60016	33.00
GRAINGER	9180803588	07/17/2013	806460150	205.44.6200.453.60016	33.00
GRAINGER	9183346890	07/17/2013	806460150	205.44.6200.453.60040	32.12
HAWKINS, INC.	3485238	07/17/2013	108815	205.44.6200.453.60024	1,486.22
HAWKINS, INC.	3485239	07/17/2013	108815	205.44.6200.453.60024	702.65
HILLYARD INC	600757958	07/17/2013	274069	205.44.6200.453.60011	420.79

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HILLYARD INC	600757958	07/17/2013	274069	205.44.6200.453.60011	420.78
HUEBSCH SERVICES	3085178	07/17/2013	92965	205.44.6200.453.40040	213.90
HUEBSCH SERVICES	3085178	07/17/2013	92965	205.44.6200.453.40040	59.12
HUEBSCH SERVICES	3098114	07/17/2013	92965	205.44.6200.453.40040	(59.85)
HUEBSCH SERVICES	3099656	07/17/2013	92965	205.44.6200.453.40040	25.01
HUEBSCH SERVICES	3099656	07/17/2013	92965	205.44.6200.453.40040	213.90
KAISER, AMY	6/24/13	07/17/2013	REFUND-REGISTRATION	205.44.0000.3493501	24.00
MONEY MAILER OF THE TWIN CITIES	8164	07/17/2013	7/1/13	205.44.6200.453.50025	420.00
NAC MECHANICAL & ELECTRICAL SERVICE	92673	07/17/2013	8712-1	205.44.6200.453.40040	179.00
ONE SOURCE FITNESS LLC	20136	07/17/2013	1/25/13	205.44.6200.453.40042	59.79
ONKEN, CORY	5/16/13	07/17/2013	REIMBURSE-WORK SHOES	205.44.6200.453.60045	67.49
ONKEN, CORY	5/16/13	07/17/2013	REIMBURSE-WORK SHOES	205.44.6200.453.60045	67.48
PLUNKETT'S PEST CONTROL	3254650	07/17/2013	100530	205.44.6200.453.40040	580.91
PLUNKETT'S PEST CONTROL	3254650	07/17/2013	100530	205.44.6200.453.40040	580.92
PUSH PEDAL PULL	95863	07/17/2013	3601401	205.44.6200.453.80800	12,642.52
PUSH PEDAL PULL	96220	07/17/2013	3603615	205.44.6200.453.40042	866.00
RECREATION SUPPLY COMPANY	260319	07/17/2013	M09501	205.44.6200.453.60016	121.84
ROACH, RICK	7/2/13	07/17/2013	REIMBURSE-MILEAGE JUNE 2013	205.44.6200.453.50065	58.76
RY-MAK PLUMBING & HEATING, INC	6/27/13 COOLING TOWI	07/17/2013	RPZ ANNUAL TEST	205.44.6200.453.40040	105.00
RY-MAK PLUMBING & HEATING, INC	6/27/13 GROVE	07/17/2013	RPZ TEST	205.44.6200.453.40040	105.00
RY-MAK PLUMBING & HEATING, INC	6/27/13 ICE ARENA	07/17/2013	RPZ ANNUAL TEST	205.44.6200.453.40040	105.00
SAFE-WAY BUS COMPANY	4813	07/17/2013	BUS RENTAL	205.44.6200.453.70610	1,307.62
SAM'S CLUB	6/23/13 7715 0900 657	07/10/2013	7715 0900 6570 2540	205.44.6200.453.60065	285.61
SPRUNG SERVICES	62927	07/17/2013	7/2/13	205.44.6200.453.40040	630.50
STERICYCLE INC	4004197874	07/17/2013	2003272	205.44.6200.453.40025	555.06
UNITED LABORATORIES	INV048985	07/17/2013	304172	205.44.6200.453.60011	115.62
UNITED LABORATORIES	INV048985	07/17/2013	304172	205.44.6200.453.60011	115.61
WEBBER RECREATIONAL DESIGN, INC.	350	07/17/2013	7/2/13	205.44.6200.453.80800	13,129.59
Fund: 205 - COMMUNITY CENTER					49,310.40
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	290.45.3000.419.30550	1.12
PEER ENGINEERING, INC	0019684	07/10/2013	23046.00	290.45.3000.419.30700	1,800.00
XCEL ENERGY	369767484	07/10/2013	51-0767597-4	290.45.3000.419.40020	29.29
Fund: 290 - EDA					1,830.41
WELLS FARGO BANK	968843	07/10/2013	INVE609AGOCI CAP IMP BDS 09A	353.57.9000.570.90300	400.00
Fund: 353 - G.O. CAP IMPR BONDS 2009A					400.00
DCA TITLE	A12-63952	07/17/2013	12/5/13 OLD TOWN HALL	402.44.6000.451.70600	210.00
DCA TITLE	A12-63953	07/17/2013	12/5/12 OLD TOWN HALL	402.44.6000.451.70600	154.00
DCA TITLE	A12-63954	07/17/2013	12/5/12 OLD TOWN HALL	402.44.6000.451.70600	202.00
DCA TITLE	A12-63955	07/17/2013	12/5/12 OLD TOWN HALL	402.44.6000.451.70600	70.00
DCA TITLE	A12-63956	07/17/2013	12/5/12 OLD TOWN HALL	402.44.6000.451.70600	197.00
Fund: 402 - PARK ACQ. & DEV. FUND					833.00
METROPOLITAN COUNCIL ENVIRON SRVCS	JUNE 2013	07/17/2013	JUNE 2013	404.217.2170000	29,220.00
Fund: 404 - SEWER CONNECTION FUND					29,220.00
EHLERS AND ASSOCIATES, INC.	346481	07/17/2013	TIF REPORTING	405.57.9000.570.30150	983.33
Fund: 405 - NORTH SIDE WTR STOR. FAC.					983.33
SHORT ELLIOTT HENDRICKSON, INC.	269300	07/10/2013	4340	426.72.5900.726.30300	5,864.25
Fund: 426 - 2006 IMPROVEMENT FUND					5,864.25
EHLERS AND ASSOCIATES, INC.	345793	07/17/2013	ORCHARD TRLS STORMWATER DISTRICT	431.73.5900.731.30150	933.75
Fund: 431 - 2011 IMPROVEMENT FUND					933.75
HOFFMAN & MCNAMARA CO	6939	07/17/2013	TREE REPLACEMENTS SALEM HILLS PAR	432.73.5900.732.70600	291.50
Fund: 432 - 2012 IMPROVEMENT FUND					291.50
FRIEDGES CONTRACTING INC.	PAY VO. NO. 9	07/17/2013	PROJECT NO. 2012-09D	440.74.5900.740.80300	334,790.92
Fund: 440 - PAVEMENT MANAGEMENT PROJ					334,790.92
EHLERS AND ASSOCIATES, INC.	346481	07/17/2013	TIF REPORTING	452.57.9000.570.30150	983.33
Fund: 452 - SPRINGWOOD PONDS TIF#3-1					983.33
EHLERS AND ASSOCIATES, INC.	346481	07/17/2013	TIF REPORTING	453.57.9000.570.30150	983.34
Fund: 453 - SE QUADRANT TIF DIST 4-1					983.34

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	516319/5	07/17/2013	6/27/13	501.50.7100.512.60016	1.59
ACE PAINT & HARDWARE	516353/5	07/17/2013	7/1/13	501.50.7100.512.60016	17.09
CITY OF BLOOMINGTON	6/1/13-6/26/13	07/10/2013	P/A TOTAL COLIFORM	501.50.7100.512.30700	420.00
CONTRACTORS & SURVEYORS SUPPLY	8348	05/22/2013	5/7/13	501.50.7100.512.60016	429.53
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	501.50.7100.512.30550	33.28
GERTEN'S LANDSCAPING	9582	07/17/2013	MAY 2013	501.50.7100.512.60016	113.17
GOPHER STATE ONE-CALL	75462	07/10/2013	JUNE 2013	501.50.7100.512.30700	938.25
HAWKINS, INC.	3483508	07/17/2013	123650	501.50.7100.512.60019	569.00
HD SUPPLY WATERWORKS LTD	B142769	07/10/2013	099872	501.50.7100.512.40043	116.13
LAKELAND ENGINEERING EQUIPMENT CO.	12263753-01	07/17/2013	LINV01	501.50.7100.512.40042	549.86
M & J SERVICES, LLC	441	07/17/2013	7/3/13	501.50.7100.512.60016	750.00
SEMPER ROOFING & CONSTRUCTION LLC	2013	07/10/2013	2015 75TH ST E	501.50.7100.512.40040	500.00
SEXTON COMPANY, THE	56278	07/17/2013	4115	501.50.7100.512.60045	222.25
SHERWIN-WILLIAMS	7527-2	07/17/2013	6682-5453-5	501.50.7100.512.40040	96.59
UPS	000027914A273	07/17/2013	27914A	501.50.7100.512.60016	44.79
WALKER LAWN CARE, INC.	3731	07/17/2013	6/30/13	501.50.7100.512.60016	398.64
WALKER LAWN CARE, INC.	3738	07/17/2013	6/30/13	501.50.7100.512.60016	60.92
WALKER LAWN CARE, INC.	3739	07/17/2013	6/30/13	501.50.7100.512.60016	123.98
XCEL ENERGY	374549483	07/17/2013	51-6098709-7	501.50.7100.512.40010	718.27
XCEL ENERGY	374549483	07/17/2013	51-6098709-7	501.50.7100.512.40020	22,034.19

Fund: 501 - WATER UTILITY FUND

28,137.53

DAKOTA CTY TREASURER	JUNE 2013	07/17/2013	JUNE 2013	502.207.2070100	200.00
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	502.51.7200.514.30550	18.78
METROPOLITAN COUNCIL	0001021228	07/10/2013	5084	502.51.7200.514.40015	128,384.95
XCEL ENERGY	374549483	07/17/2013	51-6098709-7	502.51.7200.514.40020	1,326.33

Fund: 502 - SEWER UTILITY FUND

129,930.06

ARAMARK REFRESHMENT SERVICES	1080313	07/10/2013	48128X	503.52.8300.524.40042	68.08
ARAMARK UNIFORM SERVICES	629-7784925	07/17/2013	792502342	503.52.8600.527.60045	28.77
ARAMARK UNIFORM SERVICES	629-7780217	07/17/2013	792502342	503.52.8600.527.60045	28.77
ARCTIC GLACIER, INC.	439317709	07/10/2013	1726134	503.52.8300.524.60065	150.04
ARCTIC GLACIER, INC.	437317901	07/10/2013	1726134	503.52.8300.524.60065	100.36
ARCTIC GLACIER, INC.	385319300	07/17/2013	1726134	503.52.8300.524.60065	100.36
ARCTIC GLACIER, INC.	436318306	07/10/2013	1726134	503.52.8300.524.60065	125.20
ARCTIC GLACIER, INC.	461318602	07/10/2013	1726134	503.52.8300.524.60065	111.40
ARCTIC GLACIER, INC.	437319013	07/17/2013	1726134	503.52.8300.524.60065	166.60
COCA COLA BOTTLING COMPANY	0178489113	07/17/2013	7/11/13	503.52.8300.524.76100	740.33
COCA COLA BOTTLING COMPANY	0108456812	07/10/2013	7/5/13	503.52.8300.524.76100	442.10
COLLEGE CITY BEVERAGE	451736	07/10/2013	3592	503.52.8300.524.76150	1,146.25
COLLEGE CITY BEVERAGE	451823	07/17/2013	3592	503.52.8300.524.76150	871.25
COPY RIGHT	59567	07/17/2013	24 SHIRTS	503.52.8200.523.76200	322.76
COVERALL OF THE TWIN CITIES INC	7070191296	07/10/2013	707-2469	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	6/26/13 201360-5	07/17/2013	201360-5	503.52.8600.527.40020	232.67
DRAFT TECHNOLOGIES	07081304J	07/17/2013	7/8/13	503.52.8300.524.40042	50.00
EHLERS AND ASSOCIATES, INC.	345902	07/17/2013	GOLF COURSE	503.52.8500.526.30150	1,450.00
FRONTIER AG & TURF	P45423	07/17/2013	INVER001	503.52.8600.527.40042	147.37
GARY'S PEST CONTROL	48693	07/10/2013	7/3/13	503.52.8500.526.40040	75.34
GEMPLER'S INC.	1019621293	07/17/2013	000525	503.52.8600.527.60050	249.07
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	503.52.8000.521.30550	14.50
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	503.52.8500.526.30550	14.23
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	503.52.8600.527.30550	14.23
GRANDMA'S BAKERY	356559	07/10/2013	24400	503.52.8300.524.76050	35.61
GRANDMA'S BAKERY	356903	07/10/2013	24400	503.52.8300.524.76050	38.69
GRANDMA'S BAKERY	357211	07/10/2013	24400	503.52.8300.524.76050	41.46
GRANDMA'S BAKERY	357556	07/10/2013	24400	503.52.8300.524.76050	44.64
GRANDMA'S BAKERY	357815	07/10/2013	24400	503.52.8300.524.76050	47.86
GRANDMA'S BAKERY	358133	07/10/2013	24400	503.52.8300.524.76050	47.92
GRANDMA'S BAKERY	358379	07/10/2013	24400	503.52.8300.524.76050	32.37
GRANDMA'S BAKERY	360911	07/17/2013	24400	503.52.8300.524.76050	42.15
GRANDMA'S BAKERY	361243	07/17/2013	24400	503.52.8300.524.76050	41.48
GRANDMA'S BAKERY	361552	07/17/2013	24400	503.52.8300.524.76050	44.67
GRANDMA'S BAKERY	361849	07/17/2013	24400	503.52.8300.524.76050	47.86
GRANDMA'S BAKERY	362122	07/17/2013	24400	503.52.8300.524.76050	47.91
GRANDMA'S BAKERY	362390	07/17/2013	24400	503.52.8300.524.76050	38.44
GRANDMA'S BAKERY	358662	07/10/2013	24400	503.52.8300.524.76050	38.75
GRANDMA'S BAKERY	359202	07/10/2013	24400	503.52.8300.524.76050	47.79

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GRANDMA'S BAKERY	359467	07/10/2013	24400	503.52.8300.524.76050	47.79
GRANDMA'S BAKERY	359800	07/10/2013	24400	503.52.8300.524.76050	16.48
GRANDMA'S BAKERY	359798	07/10/2013	24400	503.52.8300.524.76050	47.79
GRANDMA'S BAKERY	360049	07/10/2013	24400	503.52.8300.524.76050	47.79
GRANDMA'S BAKERY	360332	07/17/2013	24400	503.52.8300.524.76050	38.62
GRANDMA'S BAKERY	360617	07/17/2013	24400	503.52.8300.524.76050	41.79
HEGGIES PIZZA	1060975	07/10/2013	1708	503.52.8300.524.76050	58.70
JJ TAYLOR DIST. COMPANY OF MN	2105365	07/17/2013	00834	503.52.8300.524.76150	372.60
LAKE ELMO SOD FARM, LLC	15943	07/17/2013	6/25/13	503.52.8600.527.60020	311.20
M. AMUNDSON LLP	155553	07/10/2013	902858	503.52.8300.524.76050	219.30
METRO CASH REGISTER SYSTEMS	74513	07/10/2013	7/1/13	503.52.8500.526.60065	182.86
PRESTIGE ELECTRIC, INC.	85776	07/10/2013	CITYOIGH	503.52.8500.526.40040	451.00
SOUTH BAY DESIGN	7/1/13	07/10/2013	INVERWOOD	503.52.8500.526.50025	255.00
TITLEIST	1834168	07/10/2013	008363 1243 062177 1243 00106	503.52.8200.523.76250	171.76
US FOODSERVICE	4996369	07/10/2013	03805983	503.52.8300.524.60065	353.19
US FOODSERVICE	4996369	07/10/2013	03805983	503.52.8300.524.76050	574.71
US FOODSERVICE	4996369	07/10/2013	03805983	503.52.8300.524.76100	7.84
US FOODSERVICE	5123938	07/10/2013	03805983	503.52.8300.524.60065	300.56
US FOODSERVICE	5123938	07/10/2013	03805983	503.52.8300.524.76050	846.09
XCEL ENERGY	374177019	07/10/2013	51-5754364-1	503.52.8500.526.40010	43.40
XCEL ENERGY	374177019	07/10/2013	51-5877512-1	503.52.8500.526.40020	1,652.98
XCEL ENERGY	374177019	07/10/2013	51-5754364-1	503.52.8600.527.40010	59.42

Fund: 503 - INVER WOOD GOLF COURSE 14,512.96

GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	602.00.2100.415.30550	2.36
KENNEDY & GRAVEN	114540	07/10/2013	NV125-00045	602.00.2100.415.30420	197.10

Fund: 602 - RISK MANAGEMENT 199.46

1800 RADIATOR INC	72159472	07/10/2013	500165660	603.00.5300.444.40041	263.51
ARROW MOWER, INC.	22069	07/17/2013	GROVEINVE	603.00.5300.444.40041	4.16
ARROW PEST CONTROL	2461	07/17/2013	7/11/13	603.00.5300.444.40040	72.85
BOYER TRUCKS - PARTS DISTRIBUTION	755408	07/10/2013	C20390	603.00.5300.444.40041	293.94
BOYER TRUCKS - PARTS DISTRIBUTION	755668	07/10/2013	C20390	603.00.5300.444.40041	240.40
BOYER TRUCKS - PARTS DISTRIBUTION	755754	07/10/2013	C20390	603.00.5300.444.40041	231.67
BOYER TRUCKS - PARTS DISTRIBUTION	756142	07/10/2013	C20390	603.00.5300.444.40041	240.40
BOYER TRUCKS - PARTS DISTRIBUTION	CM755668	07/10/2013	C20390	603.00.5300.444.40041	(240.40)
CARQUEST OF MSP-ROSEMOUNT	1596-197565	07/10/2013	614420	603.00.5300.444.60012	36.36
CARQUEST OF MSP-ROSEMOUNT	1596-197618	07/10/2013	614420	603.00.5300.444.40041	43.77
CARQUEST OF MSP-ROSEMOUNT	1596-197618	07/10/2013	614420	603.00.5300.444.60012	5.81
CARQUEST OF MSP-ROSEMOUNT	1596-197620	07/10/2013	614420	603.00.5300.444.40041	11.79
CARQUEST OF MSP-ROSEMOUNT	1596-197622	07/10/2013	614420	603.00.5300.444.60040	61.92
CARQUEST OF MSP-ROSEMOUNT	1596-197662	07/10/2013	614420	603.00.5300.444.40041	27.37
CARQUEST OF MSP-ROSEMOUNT	1596-197735	07/10/2013	614420	603.00.5300.444.40041	11.80
CARQUEST OF MSP-ROSEMOUNT	1596-197823	07/10/2013	614420	603.00.5300.444.60012	68.72
CARQUEST OF MSP-ROSEMOUNT	1596-197848	07/10/2013	614420	603.00.5300.444.40041	73.09
CARQUEST OF MSP-ROSEMOUNT	1596-198441	07/17/2013	614420	603.00.5300.444.40041	2.63
CARQUEST OF MSP-ROSEMOUNT	1596-198388	07/17/2013	614420	603.00.5300.444.40041	(36.34)
CARQUEST OF MSP-ROSEMOUNT	1596-197994	07/17/2013	614420	603.140.1450050	22.10
CARQUEST OF MSP-ROSEMOUNT	1596-198040	07/17/2013	614420	603.00.5300.444.40041	31.23
CARQUEST OF MSP-ROSEMOUNT	1596-198040	07/17/2013	614420	603.140.1450050	5.73
CARQUEST OF MSP-ROSEMOUNT	1596-198067	07/17/2013	614420	603.140.1450050	21.58
CARQUEST OF MSP-ROSEMOUNT	1596-198075	07/17/2013	614420	603.00.5300.444.40041	66.13
CARQUEST OF MSP-ROSEMOUNT	1596-198223	07/17/2013	614420	603.00.5300.444.40040	249.53
CARQUEST OF MSP-ROSEMOUNT	1596-198226	07/17/2013	614420	603.140.1450050	5.60
CARQUEST OF MSP-ROSEMOUNT	1596-198251	07/17/2013	614420	603.140.1450050	19.26
CENTENNIAL GLASS	W00003644	07/17/2013	IGH	603.00.5300.444.40041	199.96
COMMON SENSE BUILDING SERVICES, INC.	31616	07/17/2013	JULY 2013	603.00.5300.444.40040	292.58
EHLERS AND ASSOCIATES, INC.	345792	07/17/2013	7/9/13	603.00.5300.444.70600	390.00
FACTORY MOTOR PARTS COMPANY	1-4196493	06/26/2013	10799	603.00.5300.444.40041	(32.06)
FACTORY MOTOR PARTS COMPANY	1-4196494	06/26/2013	10799	603.00.5300.444.40041	(14.96)
FACTORY MOTOR PARTS COMPANY	1-4215713	07/17/2013	10799	603.00.5300.444.40041	16.03
FACTORY MOTOR PARTS COMPANY	1-4215713	07/17/2013	10799	603.140.1450050	83.96
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	603.00.5300.444.30550	13.07
INVER GROVE FORD	5117442	07/10/2013	6/26/13	603.00.5300.444.40041	28.57
INVER GROVE FORD	5117906	07/10/2013	7/2/13	603.00.5300.444.40041	(28.57)
INVER GROVE FORD	5118124	07/17/2013	7/5/13	603.00.5300.444.40041	354.97
INVER GROVE FORD	5118215	07/17/2013	7/8/13	603.00.5300.444.40041	428.17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INVER GROVE FORD	5118216	07/17/2013	7/8/13	603.00.5300.444.40041	(80.35)
INVER GROVE FORD	5118358	07/17/2013	7/9/13	603.00.5300.444.40041	115.87
INVER GROVE FORD	5118363	07/17/2013	7/9/13	603.00.5300.444.40041	22.11
KIMBALL MIDWEST	3042092	07/10/2013	222006	603.00.5300.444.60012	406.00
KREMER SERVICES LLC	0000025883	07/17/2013	7/5/13	603.00.5300.444.40041	265.50
MAUER CHEVROLET	6059843/1	07/17/2013	6/26/13	603.00.5300.444.40041	5,034.37
METRO JANITORIAL SUPPLY INC	11012328	07/17/2013	7/8/13	603.00.5300.444.60012	226.86
METRO JANITORIAL SUPPLY INC	11012333	07/17/2013	7/8/13	603.00.5300.444.60011	661.72
NIEBUR TRACTOR & EQUIPMENT, INC.	01-19276	07/17/2013	CITYINVE	603.00.5300.444.40041	34.99
PITTSBURG PAINTS	985303018712	07/17/2013	7/11/13	603.00.5300.444.40040	233.98
POMP'S TIRE SERVICE, INC.	980000951	07/10/2013	4502557	603.00.5300.444.40041	553.67
RED POWER DIESEL SERVICE, INC.	B8603	07/10/2013	6/24/13	603.00.5300.444.40041	653.53
RED POWER DIESEL SERVICE, INC.	B8639	07/10/2013	6/27/13	603.00.5300.444.40041	130.48
RED POWER DIESEL SERVICE, INC.	B8643	07/10/2013	6/27/13	603.00.5300.444.40041	498.40
RY-MAK PLUMBING & HEATING, INC	6/27/13	07/10/2013	6/27/13	603.00.5300.444.40040	210.00
UNIFIRST CORPORATION	090 0166522	07/10/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0166522	07/10/2013	1051948	603.00.5300.444.60045	28.50
UNIFIRST CORPORATION	090 0167322	07/17/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0167322	07/17/2013	1051948	603.00.5300.444.60045	28.50
WACONIA FARM SUPPLY	77294	07/17/2013	30035	603.00.5300.444.40041	128.09
WESTERN PETROLEUM COMPANY	97120594-41801	07/10/2013	112741	603.00.5300.444.60012	988.59
WESTERN PETROLEUM COMPANY	97121173-41801	07/17/2013	112741	603.140.1450050	673.46
YOCUM OIL COMPANY, INC.	565355	07/17/2013	502860	603.140.1450060	13,431.88
YOCUM OIL COMPANY, INC.	565356	07/17/2013	502860	603.140.1450060	6,232.00
Fund: 603 - CENTRAL EQUIPMENT					34,191.52
COORDINATED BUSINESS SYSTEMS	CNIN122733	07/10/2013	4502588	604.00.2200.416.40050	123.75
S & T OFFICE PRODUCTS	6/30/13	07/10/2013	JUNE 2013	604.00.2200.416.60005	110.74
S & T OFFICE PRODUCTS	6/30/13	07/10/2013	JUNE 2013	604.00.2200.416.60010	662.64
US BANCORP EQUIPMENT FINANCE, INC.	231585027	07/10/2013	923425	604.00.2200.416.40050	4,572.15
Fund: 604 - CENTRAL STORES					5,469.28
COMMON SENSE BUILDING SERVICES, INC.	31616	07/17/2013	JULY 2013	605.00.7500.460.40040	3,717.55
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	3092081	07/10/2013	100075	605.00.7500.460.40065	141.32
J.H. LARSON COMPANY	S100416781.001	07/10/2013	29039	605.00.7500.460.60016	687.53
LONE OAK COMPANIES	59572	07/10/2013	UTILITY MAILING PROCESS	605.00.7500.460.50035	744.67
MN DEPT OF LABOR & INDUSTRY	ALR0028972I	07/10/2013	0000161847	605.00.7500.460.40040	100.00
SAM'S CLUB	6/23/13 7715 0900 6358	07/10/2013	7715 0900 6358 0633	605.00.7500.460.60011	13.64
Fund: 605 - CITY FACILITIES					5,408.21
CANON BUSINESS SOLUTIONS INC	162318978	07/17/2013	1061833	606.00.1400.413.40044	2,172.50
CDW GOVERNMENT INC	CX42611	07/17/2013	2394832	606.00.1400.413.60041	45.22
CDW GOVERNMENT INC	CR33231	07/17/2013	2394832	606.00.1400.413.40049	41.76
GENESIS EMPLOYEE BENEFITS, INC	19412	07/10/2013	6/30/13	606.00.1400.413.30550	14.83
GOLDCOM, INC.	148547	07/17/2013	150146	606.00.1400.413.60010	134.91
GOLDCOM, INC.	149102	07/17/2013	150845	606.00.1400.413.60010	77.79
INTEGRA TELECOM	11034392	07/10/2013	887115	606.00.1400.413.50020	1,034.29
O'DONNELL, SCOTT	7/3/13	07/17/2013	REIMBURSE-SHIPPING	606.00.1400.413.60010	118.81
OFFICE OF ENTERPRISE TECHNOLOGY	DV13060466	07/17/2013	200B00171	606.00.1400.413.30750	311.81
US INTERNET	1021906	07/17/2013	7/10/13-8/9/13	606.00.1400.413.30700	220.00
WORKS COMPUTING, INC.	20209	07/17/2013	INVER	606.00.1400.413.30700	1,150.00
Fund: 606 - TECHNOLOGY FUND					5,321.92
DAKOTA CTY SHERIFF'S DEPT.	201055043	07/10/2013	ADAM LANE SPIRES	702.229.2291000	500.00
HENNEPIN COUNTY DISTRICT COURT	12418690	07/17/2013	JARRO RONEAL FOSTER	702.229.2291000	300.00
Fund: 702 - ESCROW FUND					800.00
JR'S APPLIANCE DISPOSAL	81482	07/17/2013	7/5/13	703.43.5500.446.40025	100.00
Fund: 703 - LANDFILL ABATEMENT					100.00
Grand Total					943,075.15

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes

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

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the resolution making an election not to waive the statutory tort limit for liability insurance purposes.

SUMMARY

The City procures its liability insurance from the League of Minnesota Cities Insurance Trust (LMCIT). LMCIT requires City Council to make an annual election to waive or not waive statutory tort limits. The City has never waived the tort limit. The attached resolution merely confirms current practice for the City and is in conformance with the majority of Minnesota cities.

Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$500,000 per claimant and \$1,500,000 per occurrence. The City’s current insurance policies provide coverage up to the tort liability limits as provided by Minnesota Statutes. LMCIT does allow cities to waive those limits if they so choose. Since cities have a choice to waive or not to waive LMCIT requires cities to make the election annually.

I recommend that the Council adopt the attached resolution making an election not to waive the statutory tort limit for liability insurance purposes.

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

RESOLUTION NO. _____

**RESOLUTION MAKING AN ELECTION NOT TO WAIVE THE STATUTORY TORT
LIMITS FOR LIABILITY INSURANCE PURPOSES**

WHEREAS, Minnesota Statutes Chapter 466 deals with tort liability for cities; and

WHEREAS, Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$500,000 per claimant and \$1,500,000 per occurrence; and

WHEREAS, the City procures its insurance from the League of Minnesota Cities Insurance Trust (LMCIT); and

WHEREAS, LMCIT allows the City an option to waive those limits; and

WHEREAS, LMCIT has asked the City to make the election annually with regards to waiving or not waiving its tort liability established by Minnesota Statutes 466.04.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS does hereby elect not to waive the statutory tort limits established by Minnesota Statutes 466.04.

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

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

HALLBLADE PROPERTIES

Meeting Date: July 22, 2013
 Item Type: Consent 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 a Resolution approving the Improvement Agreement and related documents for the Absolute Trailer Sales facility approved on June 24, 2013.

- Requires 3/5th's vote.

SUMMARY

The City Council approved the plans on June 24, 2013. The Improvement Agreement and storm water maintenance agreements were still being worked on and not ready when the project was reviewed by Council. The applicant intends on beginning construction this late summer or fall.

ANALYSIS

The agreements address the on-site improvements including above ground and under ground storm water improvements in the northwest and southeast corners of the site.

RECOMMENDATION

Planning Staff: Planning and Engineering Recommend approval of the Improvement Agreement and related documents as presented.

Attachments: Resolution approving the Improvement Agreement
 Improvement Agreement and related agreements (2)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT AND RELATED
AGREEMENTS FOR THE ABSOLUTE TRAILER SALES PROJECT

CASE NO. 13-18SC
(Hallblade Properties)

WHEREAS, a Preliminary and Final Plat, Major Site Plan Review and Conditional Use Permit were approved on June 24, 2013 to allow a trailer sales display lot with retail sales for property located on the west side of Cahill Avenue, south of Cafferty Court;

WHEREAS, condition No. 2 required the applicant to enter into an agreement with the city relating to an improvement agreement, storm water agreement and other related agreements prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to council approving the project on June 24, 2013 and therefore must be approved by council by separate action;

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

Passed this 22th day of July, 2013.

AYES:
NAYS:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

**IMPROVEMENT AGREEMENT
FOR LOT 1, BLOCK 1
ABSOLUTE TRAILER ADDITION
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR LOT 1, BLOCK 1
ABSOLUTE TRAILER ADDITION
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT, made and entered into on the 22nd day of July, 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 HALLBLADE 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.** HALLBLADE 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: HALLBLADE PROPERTIES LLC
Attention: Mike Hallblade
9601 Jefferson Trail W
Inver Grove Heights, MN 55077

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

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 22nd day of July, 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

**DEVELOPER
HALLBLADE PROPERTIES LLC**

By: _____
Mike Hallblade
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of July, 2013, before me a Notary Public within and for said County, personally appeared Mike Hallblade, to me personally known, who being by me duly sworn did say that he is the Chief Manager of Hallblade Properties, 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 AND
AFTER RECORDING PLEASE RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lots 2 and 3, Block 1, Arbor Pointe Commons Second Addition, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Final plat of Absolute Trailer Addition	5/6/13 revised on 5/24/13	Hedlund Engineering
2.) Site Plan (C-1)	5/6/13 revised on 5/24/13	Hedlund Engineering
2.) Landscape Plan (C-2)	5/6/13 revised on 6/3/13	Hedlund Engineering
3.) Utility Plan (C-3)	5/6/13 revised on 5/24/13	Hedlund Engineering
4.) Grading & Erosion Plan (CG-1)	5/6/13 revised on 5/24/13	Hedlund Engineering
5.) Building Elevations	5/6/13	Todd Hewett Design

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

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

1. Memorandum from City Engineer Tom Kaldunski to City Planner Alan Hunting dated May 15, 2013;
2. Permit requirements imposed by Minnesota Department of Transportation.

collectively the “Engineering Memo’s”. The Engineering Memo’s are on file with the City.

The Development Plans also include compliance by the Developer with any Drainage Permit issued by the Minnesota Department of Transportation.

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	grading, drainage and erosion control
X	11-15-13 or prior to building permit	first phase of stormwater facilities (rough grading of the infiltration basin located on the south side of the Subject Property and rough grading of underground storm water infiltration system located in the northwest area of the Subject Property)
X	11-15-13 or prior to building permit	gravel base on driveway and parking lot
X	11-15-13 or prior to building permit	retaining wall
X	11-15-13 or prior to temporary certificate of occupancy	final stormwater facilities installed (completion of infiltration basin on south side of Subject Property and installation of underground infiltration system on the northwest side of the property)
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	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 RECORDING.** Before the City releases the Plat for recording, 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 \$15,400 for 2.2 acres of 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 show evidence to the City in the form of a Title Insurance Policy that HALLBLADE PROPERTIES LLC is the fee owner of the Subject Property.
- h.) Completion of the easement vacation process pursuant to paragraph 13 of this Exhibit D.

2.) **CONDITIONS TO BE SATISFIED NO LATER THAN NOVEMBER 15, 2013, OR BEFORE CITY ISSUES A BUILDING PERMIT FOR THE SUBJECT PROPERTY.** No later than November 15, 2013 or before the City issues a building permit for the Subject Property, whichever occurs first, all the following conditions must be satisfied:

- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.

- b.) Developer must show evidence to the City in the form of a recorded Warranty Deed that HALLBLADE PROPERTIES LLC is the fee owner of the Subject Property.
- c.) Developer must obtain a drainage permit from Mn/DOT for emergency overflow to the south of the Subject Property.
- d.) Developer must complete grading, drainage and erosion control measures for the site.
- e.) Developer must complete the first phase of stormwater facilities which includes the rough grading of the infiltration basin located on the south side of the Subject Property and the rough grading of the underground storm water infiltration system on the northwest side of the Subject Property.
- f.) Developer must install the retaining wall.
- g.) Developer must install the gravel base for the driveway and parking lot.
- h.) Developer must show evidence to the City that the following documents have been recorded:
 - Improvement Agreement
 - Storm Water Facilities Maintenance Agreement
- i.) Developer must have completed installation of protective measures for the following existing items:
 - Mississippi River Regional Trail located in the right-of-way along Cahill Avenue
 - Survey markers
 - Sanitary sewer forcemain along Cahill Avenue

3.) **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, whichever occurs first, all of the following conditions must be satisfied:

- a.) All of the conditions in paragraph 1 and 2 of this Exhibit D have been met.
- b.) The storm water facilities (including the infiltration basin on the south side of the Subject Property and the underground infiltration system located on the northwest side of the Subject Property) must be fully installed and functional to a level reasonably approved by the City Engineer.
- c.) Developer must have fulfilled all of the conditions imposed by the Mn/DOT drainage permit.

- d.) The final wear course of bituminous for the driveways and the parking areas serving the building within the Subject Property shall be constructed by the Developer and approved by the City and determined by the City to be available for use.
 - e.) The private sanitary sewer service line shall be installed.
 - f.) The private water service line shall be installed.
- 4.) **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, whichever occurs first, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraphs 1, 2 and 3 of this Exhibit D have been met.
 - b.) The Developer shall provide the City with As-built record plans.
 - c.) All landscaping must be completed.
- 5.) **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.
- 6.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per acre amount of \$7,000, multiplied by 2.2 acres. As a result, the park contribution is \$15,400 (2.2 acres multiplied by \$7,000 per acre). The park dedication fee must be paid before the City signs the Plat.
- 7.) **LIGHTING.** 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.
- 8.) **MECHANICAL EQUIPMENT.** Any roof top mechanical equipment shall be substantially screened from view from roads. Large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.

- 9.) **CUP FOR OUTDOOR STORAGE.** Developer shall comply with the conditions set forth in the Conditional Use Permit for Outdoor Storage Associated with a General Retail Operation.
- 10.) **PROTECT EXISTING FORCEMAN.** During construction, Developer shall take reasonable measures to protect the existing sanitary sewer forceman located within the City easement on Cahill Avenue. Any damage to the forceman during construction must be repaired by the Developer at the Developer's expense.
- 11.) **NO DISTURBANCE OF MRRT.** Developer shall not disturb those portions of the Mississippi River Regional Trail (MRRT) located within the right-of-way on Cahill Avenue during construction. Any damage to the MRRT during construction must be repaired by the Developer at the Developer's expense.
- 12.) **NO DISTURBANCE OF SURVEY MARKERS.** Developer shall not disturb the survey markers during construction. Any damage to the survey markers during construction must be repaired by the Developer at the Developer's expense.
- 13.) **VACATION OF EXISTING DRAINAGE AND UTILITY EASEMENT.** Developer shall obtain the necessary City approvals related to the vacation of the existing drainage and utility easement located between Lots 2 and 3, Block 1, Arbor Pointe Commons Second Addition. Developer shall obtain a Notice of Completion of Vacation document from the City for recording prior to the recording of the Plat of Absolute Trailer Addition.
- 14.) **RETAINING WALL ENCROACHMENT AGREEMENT.** Developer agrees and understands that it is responsible for maintenance of the existing retaining wall located generally in the northeast area of Lot 1, Block 1, Absolute Trailer Addition. Further, Developer agrees that it is bound by the terms of the Agreement Relating to Landowner Improvements Within City Easement on Lot 3, Block 1, Arbor Pointe Commons Second Addition recorded as Dakota County Document No. 2396893.
- 15.) **STORMWATER POND MAINTENANCE AGREEMENT.** Developer agrees and understands that it is responsible for maintenance of the existing stormwater pond generally located in the northeast area of Lot 1, Block 1, Absolute Trailer Addition. Further, Developer agrees that it is bound by the terms of the Stormwater Facilities Maintenance Agreement Relating to Arbor Pointe Commons Second Addition recorded as Dakota County Document No. 2396896.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.) Site grading, drainage and erosion control	\$
2.) Stormwater Facilities (including infiltration basin on south side of Subject Property and underground infiltration system on the northwest side of the Subject Property)	\$
3.) Sewer and water service lines	\$
4.) Landscaping	\$
5.) Gravel base and final wear course of bituminous of parking lot and driveway	\$
6.) Retaining wall	
7.) As-built Record Plans	\$
8.) Construction debris clean-up	\$
9.) Protective measures for MRRT, sanitary sewer forcemain and survey markers	\$
<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, ABSOLUTE TRAILER ADDITION
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 22nd day of July, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and HALLBLADE 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 HALLBLADE 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 underground storm water storage facilities, storm water pipes, ponds, conduits, culverts, ditches, catch basins, Vortechs/VortSentry storm water treatment system, or approved equal, subsurface pond, or approved equal, storm water quality structures or storm water collection ponds and appurtenances lying within the northwestern area of the Landowner Property.

AND

The stormwater infiltration basin generally lying in the southern portion of the Landowner Property.

The term “Storm Water Facilities” as used in this Agreement does not include the existing storm water pond generally located in the northeast area of the Landowner Property. The storm water pond located in the northeast area of the Landowner Property is covered by and subject to the following agreements:

- Stormwater Facilities Maintenance Agreement for Arbor Pointe Commons Second Addition recorded as Dakota County Document No. 2396896;
- Agreement Relating to Landowner Improvements Within City Easement on Lot 3, Block 1, Arbor Pointe Commons Second Addition recorded as Dakota County Document No. 2396893; and
- Agreement Relating to Retaining Walls in Drainage Pond on Lot 3, Block 1, Arbor Pointe Commons Second Addition recorded as Dakota County Document No. 2396888.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Site Plan (C-1) dated May 24, 2013, approved by the City Engineer on July ____, 2013, and that certain Grading and Erosion Plan (CG-1) dated May 6, 2013, revised on May 24, 2013, and approved by the City Engineer on July ____, 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.

1.9 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated July 22, 2013, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

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, or prior to the City issuing a building permit for the Landowner Property, Responsible Owner agrees that it will complete a rough grade of the infiltration basin to be located on the south side of the Landowner Property 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.

Prior to November 15, 2013, or prior to the City issuing a temporary certificate of occupancy for the Landowner Property, Responsible Owner agrees that it will complete construction of the infiltration basin to be located on the south side of the Landowner Property and further agrees that it will complete construction of the underground infiltration system in the northwest side of the Landowner Property 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.) With respect to the subsurface pond, the Responsible Owner must maintain and repair the structure and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - a. Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of parking lot surface on top of the subsurface pond; or
 - b. Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - c. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - d. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.

- iii.) 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.

- iv.) 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.

- v.) 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.

- h. The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
- i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system.
- j. The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

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: Hallblade Properties LLC
9601 Jefferson Trail W.
Inver Grove Heights, MN 55077

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

5.7 Existing Maintenance Agreements. This Agreement does not pertain to the following three recorded agreements which affect the Landowner Property:

- Stormwater Facilities Maintenance Agreement for Arbor Pointe Commons Second Addition recorded as Dakota County Document No. 2396896;
- Agreement Relating to Landowner Improvements Within City Easement on Lot 3, Block 1, Arbor Pointe Commons Second Addition recorded as Dakota County Document No. 2396893; and
- Agreement Relating to Retaining Walls in Drainage Pond on Lot 3, Block 1, Arbor Pointe Commons Second Addition recorded as Dakota County Document No. 2396888.

Nothing contained in this Agreement modifies the three agreements referenced in this Section 5.7. The three agreements referenced in this Section 5.7 pertain to the infiltration pond and retaining wall generally located in the northeastern portion of the Landowner Property.

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of July, 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
HALLBLADE PROPERTIES LLC**

By: _____
Mike Hallblade
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of July, 2013, before me a Notary Public within and for said County, personally appeared Mike Hallblade, to me personally known, who being by me duly sworn did say that he is the Chief Manager of Hallblade Properties 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:

Lots 1, Block 1, Absolute Trailer 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					
ILLCIT 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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 9 for City Project No. 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court

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

TJK

SAT

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 9 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. 9 in the amount of \$334,790.92 for work on City Project No. 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court.

TJK/nh

Attachments: Pay Voucher No. 9

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 9 (Nine)
DATE: July 12, 2013
PERIOD ENDING: June 30, 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\$4,178,494.21
Less Retained (5%)\$208,924.71
Less Previous Payment\$3,634,778.58
Total Approved for Payment this Voucher.....\$334,790.92
Total Payments including this Voucher\$3,969,569.50

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through June 30, 2013.

Signed by:  July 12, 2013
Thomas J. Kaldunski, City Engineer

Signed by: _____
Friedges Contracting Co., LLC Date

Signed by: _____
George Tourville, Mayor July 22, 2013

Resolution Authorizing the Submittal of a Grant Application for the Clean Water Land and Legacy Program with the Minnesota Public Facilities Authority (PFA) and the MPCA's Green Infrastructure Program for City Project No. 2011-15 Orchard Trail Stormwater Improvements

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

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: MPCA Green Infrastructure Program and Clean Water Land & Legacy Grant, MS 429 Assessments, 103B Special Taxing District, City Contribution

PURPOSE/ACTION REQUESTED

Consider resolution approving and ratifying the submittal of a grant application for the Point Source Implementation Grant Program with the MN Public Facilities Authority and MPCA Green Infrastructure Program and by the Clean Water Land and Legacy Amendment Administration for City Project No. 2011-15 – Orchard Trail Stormwater Improvements

SUMMARY

The City Engineering Staff has been working with the Minnesota Pollution Control Agency (MPCA) to secure a grant for City Project No. 2011-15 – Orchard Trail Stormwater Improvements. This grant could cover up to 50 percent of the project cost.

This funding is available from the MN Public Facilities Authority (PFA). These funds would be utilized to construct rain gardens and infiltration basins to reduce pollutant and sediment discharges in City Project No. 2011-15 – Orchard Trail Stormwater Improvements. The PFA/MPCA will be taking action to select projects eligible to receive funds following the July 30, 2013 application deadline.

This program required the City to apply to be placed on the project priority list (PPL). On April 22, 2013 the City applied for the MPCA Green Infrastructure Grant Programs Project Priority List (PPL). The MPCA is currently scoring the projects. This action is a request to be placed on the Intended Use Plan (IUP) for the program. The IUP indicates the City's intent to use the funds provided through the PFA/MPCA Program.

The City will be providing matching funding for the grant program utilizing the MS 429 assessments, MS 103B special taxing district and City funding as outlined in the December 10, 2012 Feasibility Study and the July 30, 2012 memorandum from Ehlers & Associates. The preliminary estimate for this project is \$501,305 (see attached forms) based on bids received on May 7, 2013. A map showing the project is attached for reference.

The MPCA staff believes this project is a prime candidate for funding in the 2013 construction season. We will be in Step 2 of the grant process by submitting this IUP by July 30, 2013. The approval of the grant is anticipated in August 2013. This grant would allow the City to consider project contract award to the low bidder for fall construction.

The City Engineer recommends adoption of the resolution authorizing the submittal of a grant application for the Intended Use Plan for the Clean Water Land & Legacy Program administered by the PFA and MPCA for City Project No. 2011-15 – Orchard Trail Stormwater Improvements.

TJK/kf

Attachments: Resolution
 Project map
 Application

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MN

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO SUBMIT A POINT SOURCE IMPLEMENTATION GRANT APPLICATION TO THE MINNESOTA PUBLIC FACILITIES AUTHORITY (PFA) AND TO AUTHORIZE CITY OFFICIALS TO EXECUTE A GRANT AGREEMENT ON BEHALF OF THE CITY OF INVER GROVE HEIGHTS FOR CITY PROJECT NO. 2011-15 – ORCHARD TRAIL STORMWATER IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, the Point Source Implementation Program, established in Minnesota Statutes 446A.073, as amended, provides funds for construction projects; and

WHEREAS, the City of Inver Grove Heights is hereby applying to the Minnesota Public Facilities Authority for funds to be used for eligible costs for City Project No. 2011-15 – Orchard Trail Stormwater Improvements; and

WHEREAS, that the City of Inver Grove Heights has the legal authority to apply for the grant, and the financial, technical, and managerial capacity to ensure proper construction, operation and maintenance of the project for its design life.

NOW, THEREFORE, BE IT RESOLVED, that upon approval of its application by the PFA, the City of Inver Grove Heights may enter into an agreement with the PFA for the above-referenced project, and that the City of Inver Grove Heights certifies that it will comply with all applicable laws and regulations as stated in all contract agreements described in the Compliance listing of the grant application, and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the above project on behalf of the City of Inver Grove Heights.

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

ANNALIT

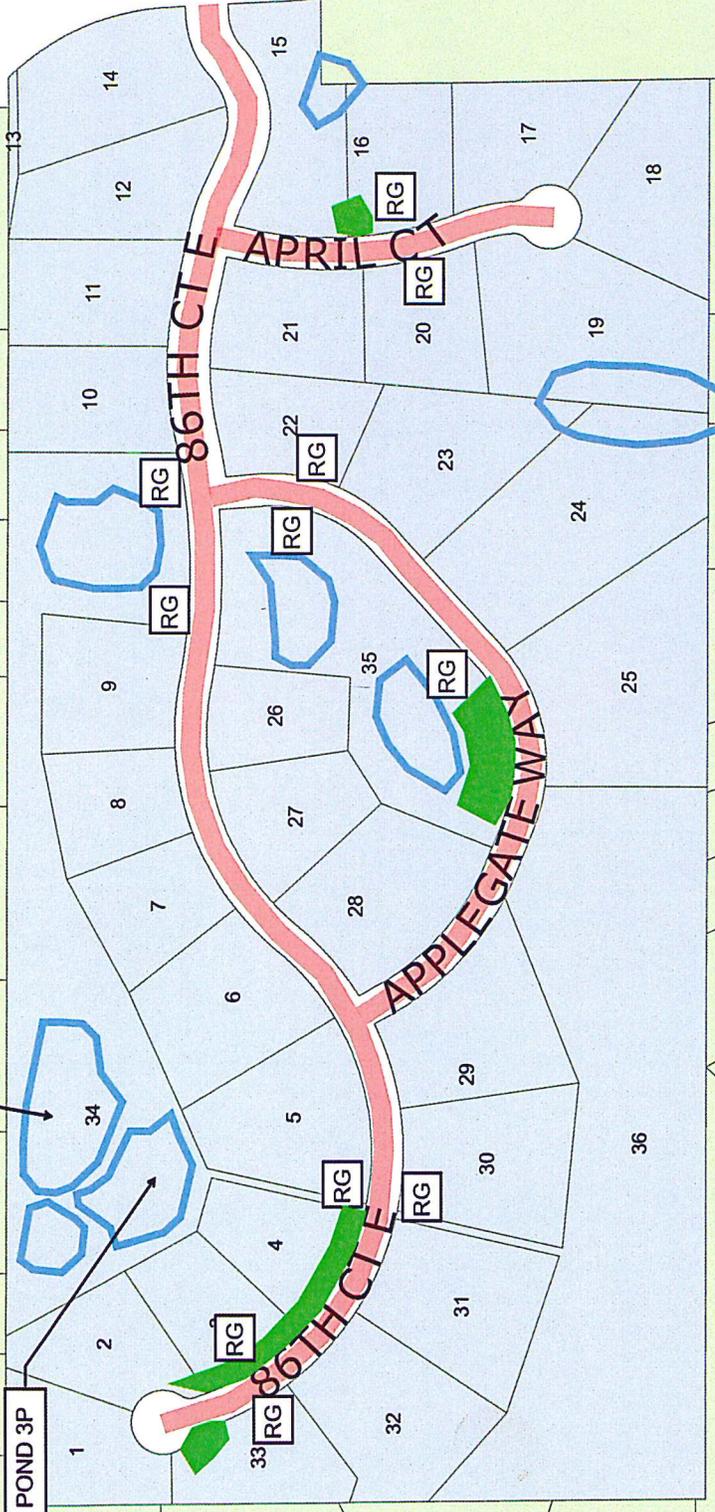
CITY PROJECT NO. 2011-15 -
ORCHARD TRAIL IMPROVEMENT PROJECT

-  POND OR WETLAND AREA
-  GRADING AND EROSION REPAIR
-  INSTALL RAIN GARDEN

COURTHOUSE BLVD CT E

DREDGE POND 4P

DREDGE POND 3P



WAY

MINNESOTA PUBLIC FACILITIES AUTHORITY
Point Source Implementation Grant Program
Form 1 – General Information

1. Has Applicant submitted a 2014 Project Priority List request for this project? Yes No
Has Applicant submitted a 2014 Intended Use Plan request for this project? Yes No

2. Applicant Name: City of Inver Grove Heights		DUNS Number:	
Applicant Contact Person: Thomas J. Kaldunski , P.E.		County: Dakota	
Contact Person Title: City Engineer		Phone: 651-450-2572	
Address: 8150 Barbara Ave City, Zip: Inver Grove Heights, MN. 55077		Fax: 651-450-2502	
Authorized Official: Mayor George Tourville		E-mail: tkaldunski@invergroveheights.org	
Does the applicant have an official seal? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Title: Mayor	
3. Consultants and Advisors			
Consulting Engineer Name: Brett Emmons		Phone: 651-770-8448	
Engineering Firm: Emmons, Olivier Resources, Inc. (EOR)		Fax: 651-770-2552	
Address: 651 Hale Avenue N. City, State, Zip: Oakdale, MN 55128		E-mail: bemmons@eorinc.com	
Other Consultant: Carl Almer		Phone: 651-770-8448	
Firm: EOR		Fax: 651-770-2552	
Address: Same as above City, State, Zip:		E-mail: calmer@eorinc.com	
4. MPCA Engineer: Bill Dunn		Phone:	
5. Will a Public Utilities Commission be responsible for operation & maintenance of the project? If yes, provide information below:			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
PUC Contact Person:		Phone:	
Contact Person Title:		Fax:	
Address: City, Zip:		E-mail:	
6. Is there a contract/agreement with another entity to operate or manage the sewer system (i.e. private operator agreement)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
7. Other Proposed Sources of Project Financing (in addition to the Point Source Implementation Grant)			
Source	Amount Requested	Contact Person/Phone	Status
Assessments(MS429)	96000	Thomas J. Kaldunski, P.E.	Pending
Special Tax District (103B)	139000	Thomas J. Kaldunski	Established/Levy Pending

City General Fund	79700	Thomas J. Kaldunski, P.E.	Avaiable
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MINNESOTA PUBLIC FACILITIES AUTHORITY
Point Source Implementation Grant Program
Form 2 – Project Information (attach additional sheets if necessary)

Brief Description of project to be financed:

Installation of eleven rain gardens and development of two large infiltration basins and related storm sewer systems.

Check which applies to the project seeking funding:

Waste load reduction prescribed under a TMDL Plan:

Phosphorus concentration/mass limit 1 mg/L in MPCA permit:

Other water quality-based effluent limit (exceeds secondary treatment limits):

Total Nitrogen limit of 10 mg/L or less (land based treatment):

Receiving Water: Existing Wetlands , Marcott Chain of Lakes ,DNR Lake ID Nos. 133, 136, 142, 147

Name of Approved TMDL (if applicable): Mississippi River / Lake Pepin

Identify/name pollutant: TSS, TP

Project timeframe. Provide estimated or actual dates for:

Submission of Plan and Specification to PCA: May 2013

Advertising for Bids: June 2013

Open bids: June 2013

Award bids: August , 2013

Start Construction: Sept 2013

End Construction: June 2014

Specify the sources of revenue that will be used to operate and maintain the system. Include copy of current sanitary and storm sewer rate ordinances.

City has a storm water utility that will assist in operation and maintenance, along with funding from the general fund designated to storm water activity.

Does the applicant have a contract with a private entity to operate the facility? If so, please identify who the contract is with and the duration of the contract.

No

Minnesota Public Facilities Authority
Point Source Implementation Grant Program
Form 3 - Point Source Implementation Project Budget

Applicant: City of Inver Grove Heights Date: 7/16/13
 Project: 2011-15 Orchard Trail Stormwater Improvements

	Start Date	End Date	COLUMN A Point Source Implementation Grant Program Eligible Costs	COLUMN B Other Costs (Non-Point Source Implementation Grant Program Costs)	COLUMN C Total Project Costs
1. Non-Construction Costs					
Planning	6-20-13	7-31-14	4,200		\$ 4,200 -
Engineering Design			47,125		\$ 47,125 -
Other Engineering/Inspection			29,460		\$ 29,460 -
Legal/Financing Related Fees			17,127		\$ 17,127 -
Land			0		\$ 0 -
Non-Construction Subtotal			\$ 97,811 -	\$ -	\$ 97,811 -
2. Construction Costs					
Treatment					
Collection			368,244		\$ 368,244 -
Other:					\$ -
Other:					\$ -
Service Connections ⁽¹⁾					\$ -
Construction Subtotal			\$ 368,244 -	\$ -	\$ 368,244 -
3. Contingencies ⁽²⁾			45,250		\$ 45,250 -
Total			\$ 466,055 -	\$ -	\$ 501,305 -

Estimated Pt. Source Impl Grant:
50% of Column A ⁽³⁾ \$ 233,028 -

Notes:
 (1) Service connections are not PFA eligible
 (2) Construction Contingencies not eligible for Point Source Implementation Grant Funds.
 (3) Grant calculation subject to MPCA Essential Project Component (EPC) percentage, which may result in some projects qualifying for less than 50% grants.

COLUMN A: Include the **TOTAL ESTIMATED COSTS** necessary to comply with the TMDL; to reduce the discharge of total phosphorus to one milligram per liter or less; to address the water quality-based effluent limits; or to meet a total nitrogen limit of 10 mg/L for land based treatment.

COLUMN B: Identify other **ESTIMATED PROJECT COSTS** not related to meeting the Point Source Implementation Grant Program requirements.

COLUMN C: Identify the **TOTAL ESTIMATED PROJECT COSTS**

ATTACH A DETAILED BREAKDOWN of the estimated construction costs for the Point Source Implementation project on a separate sheet (see next page). The Minnesota Pollution Control Agency will determine the grant eligible portion of the total construction costs. The PFA will determine the final grant amount. Use the "Other" budget columns to identify costs not associated with the Point Source Implementation eligible costs (i.e. costs associated with a larger project or items not within the scope of the Point Source Implementation project)

FY 2014 Pt. Source Implementation Grant Application
 June 2013
 10 of 18

MINNESOTA PUBLIC FACILITIES AUTHORITY
Point Source Implementation Grant Program
Form 4 – Compliance with Laws, Rules and Regulations

Point Source Implementation grantees are required to comply with certain state laws, rules and regulations and to ensure that their contractor(s) also comply with these laws, rules and regulations. This form lists and describes the various compliances that apply and will be invoked as a condition of the grant.

1. Minnesota Statutes, Section 16B.31, subdivision 2 requires that all project funding be in place prior to execution of grant agreement.
2. Minnesota Statutes, Section 181.59, discrimination on account of race, creed, or color prohibited in contracts. Minnesota Statutes, Section 363A.08 prohibits unfair discrimination practices related to employment or unfair employment practices.
3. Minnesota Statutes, Section 471.345 Uniform Municipal Contracting Law.
4. Minnesota Statutes Chapter 363 Minnesota Human Rights Act. Requires that all public services be operated in such a manner that does not discriminate against any person in the access to, admission to, full utilization of or benefit from such public service.
5. Minnesota Statutes, Sections 176.181 - 176.182. Requires recipients and subcontractors to have worker's compensation insurance coverage.
6. Minnesota Statutes, Sections 177.41-177.43, prevailing wage rate law. Requires contractors to pay laborers and mechanics prevailing wages established by the Minnesota Department of Labor and Industry for public works projects.
7. Minnesota Statutes 290.9705. Requires that 8 percent of payments made to out-of-state contractors be withheld once cumulative payments made to the contractor for work done in Minnesota exceed \$50,000 in a calendar year, unless an exemption is granted by the Department of Revenue.
8. Laws of Minnesota 2010 Chapter 361, article 3, section 5(b). Clean Water Fund sign posting requirements.
9. Minnesota Statutes 16A.633, subdivision 4 (Laws of Minnesota 2012 Chapter 293 Section 28) Report on Jobs Created or Retained

The City of Inver Grove Heights certifies that it has or will comply with the above requirements.

(Name of Grantee)

(Signature of Authorized Official)

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Ratifying Acceptance of a Proposal from SEH, Inc. for Preparation of a Wetland Permit Application for City Project No. 2012-07 – Bohrer Pond NW Pre-treatment Basin

Meeting Date: July 22, 2013
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SAT*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: SWCD Community Conservation Partnership Grant and Storm Water Utility Funds

PURPOSE/ACTION REQUESTED

Consider resolution ratifying acceptance of a proposal from SEH, Inc. for preparation of a wetland permit application for City Project No. 2012-07 – Bohrer Pond NW Pre-treatment Basin.

SUMMARY

At its June 24, 2013 regular meeting, the City Council adopted a resolution approving a cost-share contract with the Dakota County Soil and Water Conservation District for a Community Conservation Partnership Funding Program grant for this project. The Council also ordered the project and authorized preparation of construction plans and specifications with that resolution.

As part of the plan preparation process, the Technical Evaluation Panel (TEP) for the Wetland Conservation Act (WCA) conducted a site visit on July 8, 2013 to review the proposed plan. The TEP determined that there is an area of wetland that will be disturbed per the WCA rules, and permits will be required for the WCA and from the US Army Corps of Engineers (USACE).

Due to the sunset dates of the grant (begin construction by October 1, 2013, complete construction by November 15, 2013) and the lengthy review period for the USACE permit, a proposal was requested from S E H, Inc. on July 8, 2013 for preparing the wetland permit application. The attached proposal, dated July 15, 2013 provides for completion and submittal of the application by July 19, 2013 at a cost of \$2,800. I authorized acceptance of the proposal due to the schedule constraints. The attached resolution ratifies that action. I recommend approval.

TJK/kf
 Attachment: Proposal
 Resolution

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION RATIFYING ACCEPTANCE OF A PROPOSAL FROM S E H, INC. FOR
PREPARATION OF A WETLAND PERMIT APPLICATION FOR CITY PROJECT NO. 2012-07 –
BOHRER POND NW PRE-TREATMENT BASIN**

RESOLUTION NO. _____

WHEREAS, the City has been awarded a grant of \$50,000 through the Community Conservation Partnership Program for City Project No. 2012-07; and

WHEREAS, that grant has a sunset date of October 1, 2013 for the start of construction and November 15, 2013 for the completion of the project; and

WHEREAS, on July 8, 2013, the Wetland Conservation Act (WCA) Technical Evaluation Panel determined that a wetland permit is required for WCA and for the U.S. Army Corps of Engineers (USACE); and

WHEREAS, the USACE permit application review period could take up to 60 days, and

WHEREAS, the wetland permit application preparation needs to be expedited to keep the project on schedule; and

WHEREAS, a quote for professional engineering services to prepare the permit application was requested from SEH, Inc. on July 8, 2013 and received on July 15, 2013; and

WHEREAS, the Public Works Director accepted said proposal to allow work to commence.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Inver Grove Heights ratifies the acceptance of the proposal from SEH, Inc. for preparation of a wetland permit application for City Project No. 2012-07 – Bohrer Pond NW Pre-treatment Basin.

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

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk



WETLAND PERMITTING PROPOSAL

TO: Tom Kaldunski, City of Inver Grove Heights
FROM: Deric Deuschle, SEH
DATE: July 15, 2013
RE: Bohrer Pond Pretreatment Basin Wetland Permitting
SEH No. INVER 14.00

Please accept this letter proposal for wetland permitting services related to the construction of a pre-treatment basin for Bohrer Pond. The wetland delineation has been completed and reviewed in the field for the Minnesota Wetland Conservation Act (WCA). Based on the project plans, permits will be required for the WCA, and the United States Army Corps of Engineers (USACE). The project has been designed to stay above the Ordinary High Water elevation of Bohrer Pond, so no Minnesota Department of Natural Resources permits are required, although they are a commenting agency.

It is understood that the project is planned for construction in the fall of 2013, and therefore time is of the essence. It is proposed that a complete wetland permit application will be submitted within two weeks of notice to proceed, with a goal of submittal by July 19, 2013. Typically, there is sufficient time to allow a review process and maintain the desired schedule, but current regulatory requirements often result in review periods that exceed stated agency goals. We will assist in moving this project through the regulatory programs, but cannot be responsible if the desired schedule is not achieved due to regulatory delays beyond our capacity to anticipate.

The following services are proposed based on the requested information.

Scope of Services

Task 1. Wetland Permit Application.

SEH staff will complete a wetland permit application for the project. This application will include a description of the project, provide project alternatives, and describe the impacts. The wetland permit application will be submitted to the City of Inver Grove Heights for approval and signature and will be submitted electronically to the Dakota Soil and Water Conservation District, the Board of Water and Soil Resources, the United States Army Corps of Engineers, and the Minnesota Department of Natural Resources.

The wetland permit application will be submitted via email to these agencies by July 19, 2013.

Task 2. Wetland Replacement Plan.

The wetland impacts from this project are of sufficient size that wetland replacement is required. Because of the timing of the project, the financial efficiency, the project schedule, and the regulatory preference, replacement is proposed through wetland banking. A wetland bank with sufficient credits within the Mississippi River watershed will be identified and proposed for use for this project. SEH will contact the bank owner, and prepare a Purchase Agreement and Application to Withdraw Wetland Credits, which will be part of the complete wetland permit application. Efforts will be made to identify the most affordable credits, but the cost to purchase the credits will be the responsibility of the City of Inver Grove Heights.

Task 3. Agency Coordination.

Once the wetland permit application has been submitted, SEH will track the progress, and encourage an efficient review. Agency coordination includes the management of the wetland credit purchase and transfer. We will provide regular updates on the progress of the review, and suggest intervention strategies if the project schedule is at risk.

City of Inver Grove Heights Responsibilities

The City of Inver Grove Heights shall provide the following:

1. Project plans, either in PDF, design, or GIS format.
2. Description of project alternatives considered
3. Signature of application and wetland credit purchases
4. Payment for wetland credits and any wetland permit application fees.

Compensation

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

Task 1 – Wetland Permit Application: \$2,000.00

Task 2 – Wetland Replacement Plan: \$400.00

Task 3 – Agency coordination: \$400.00

Total Project Cost \$2,800.00

Project Schedule

The wetland permit application will be submitted by July 19, 2013. Typical review period for the Wetland Conservation Act are 30 days, but up to 60 days are possible for a project of this size. The review period for the USACE is stated as 120 days for projects that require a Letter of Permission. Most projects of this size are permitted within 60 days, but recent regulatory backlog and sequestration has made this schedule difficult to predict. All effort will be made to expedite the regulatory review process, but SEH cannot guarantee that the project will be fully permitted to allow construction to occur in the fall of 2013 as proposed.

Contact Information

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

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids for City Project No. 2012-07 – Bohrer Pond NW Pretreatment Basin

Meeting Date: July 22, 2013
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SBT

	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: SWCD Community Conservation Partnership Grant and City Storm Water Utility Funds

PURPOSE/ACTION REQUESTED

Resolution approving plans and specifications and authorizing advertisement for bids for City Project No. 2012-07 – Bohrer Pond NW Pretreatment Basin.

SUMMARY

At its June 24, 2013 regular meeting, the City Council ordered the project, approved a cost-sharing grant with the Dakota County Soil and Water Conservation District and authorized preparation of construction plans and specifications.

The project 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. Following the Community Conservation Program Grant deadlines, the project must start construction by October 1, 2013. The project must be completed by November 15, 2013, unless an extension is agreed to. In order to meet the stipulated timeline, staff will advertise the project, open bids, and request the Council to award contracts at the August 26, 2013, meeting. Funding will be provided by the City Storm Water Utility and the aforementioned grant.

The City Engineer recommends adoption of the resolution.

TJK/kf

Attachments: Resolution
 Plans
 Exhibit A – Site Map

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR
BIDS 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.

WHEREAS, at its June 24, 2013 regular meeting, the City Council ordered the project and authorized preparation of construction plans and specifications.

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

1. The plans and specifications of City Project No. 2012-07 – Bohrer Pond NW Pretreatment Basin are hereby approved.
2. The City Engineer is hereby authorized to advertise for bids with respect to City Project No. 2012-07.
3. The project shall be funded from the SWCD Community Conservation Partnership Grant and City Storm Water Utility Funds.
4. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

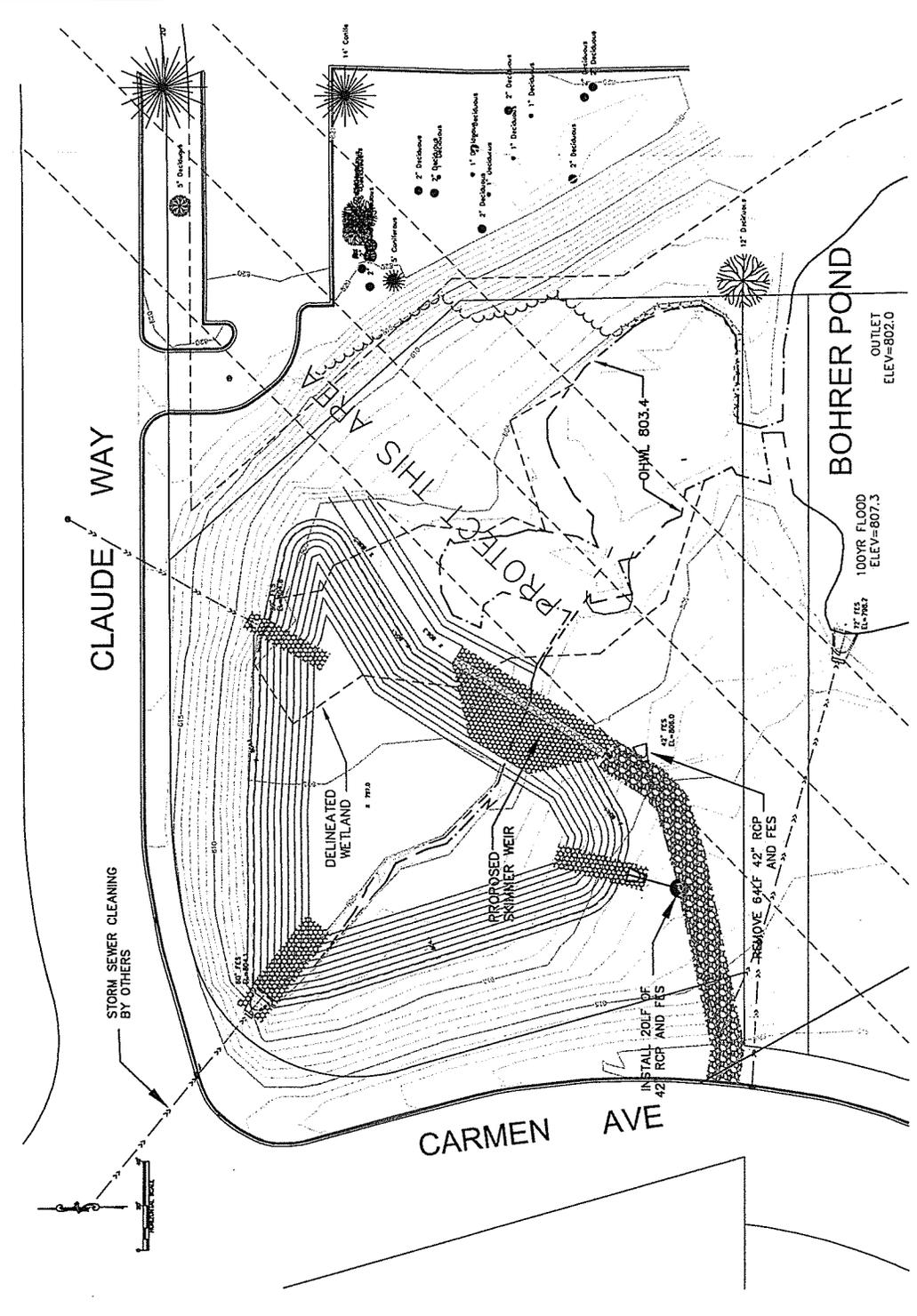
Melissa Kennedy, Deputy Clerk

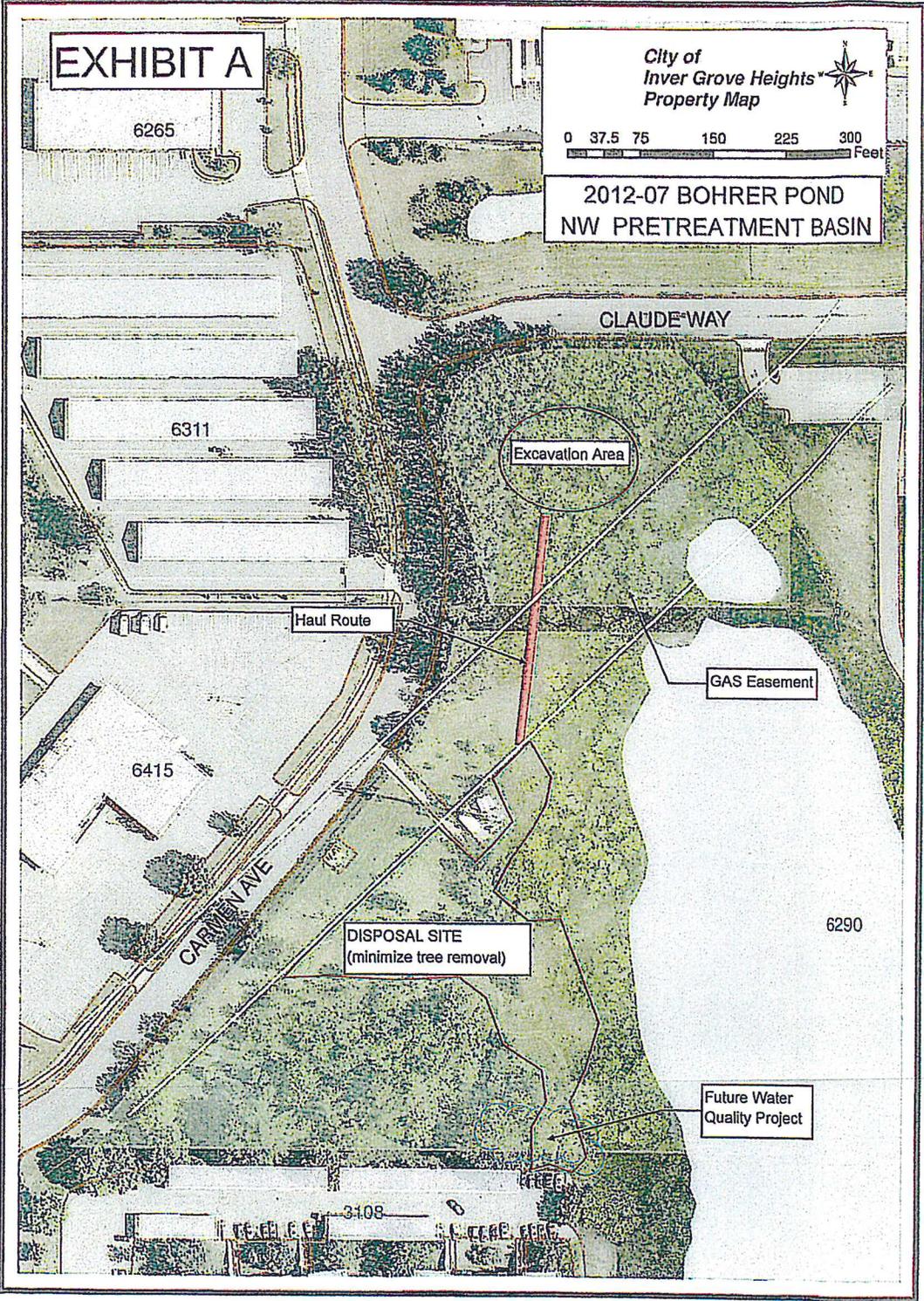
2012-07 BOHRER POND
 NW PRETREATMENT BASIN



City of
 Inver Grove Heights
 1550 Highway 160, Suite 100
 Inver Grove Heights, MN 55120
 (612) 462-2375 Fax: (612) 462-2328

DATE:	10/23/12
ISSUE NO.:	1023
PROJECT NO.:	12-07
DESIGNER:	CH2M HILL
CHECKED BY:	CH2M HILL
DATE:	10/23/12
DESCRIPTION:	PRETREATMENT BASIN FOR BOHRER POND





CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Quotes and Awarding Contract for City Project No. 2013-03 – Regional Basin SP-27 Stormwater Facility Repairs

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

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: City Project No. 2003-15

PURPOSE/ACTION REQUESTED

Resolution Accepting Quotes and Awarding Contract for City Project No. 2013-03 – Regional Basin SP-27 Stormwater Facility Repairs.

SUMMARY

The City received quotes for City Project No. 2013-03 – Regional Basin SP-27 Stormwater Facility Repairs on April 29, 2013. The City's consultant, EOR, was authorized to prepare the plans for this project. This project is intended to correct infiltration issues in the City's Regional Basin SP-27, located on the east side of T.H. 3 near Autumn Way. This basin was adversely impacted by the migration of fine sediments that eroded during the re-vegetation process on City Project No. 2003-15 – Northwest Area Utility Extension project. This project included the installation of trunk sanitary sewers and water mains along the east side of T.H. 3.

This repair project is proposed to be funded through City Project No. 2003-15 (Account No. 446.74.5900.746) because it is a direct outcome from this major project.

The quotes consisted of three components as follows:

- Schedule A Repair of Basin SP-27 on existing Mn/DOT right-of-way, south of Robert Trail
- Add Alternate Replacement of access driveway at 7884 Robert Trail
- Schedule B Repair of Basin SP-27 on adjacent privately owned land

The City has been in negotiations with the private property owners for a temporary easement to do some of the repairs. To date, the landowners have not granted the easement. It is recommended that the Council consider awarding the contract for Schedule A, the Add Alternate and Schedule B in the event an agreement is reached concerning a temporary easement.

Three quotes were received for the above-referenced project. The results were:

CONTRACTOR	SCHEDULE A	ADD ALTERNATE	SCHEDULE B	TOTAL OF A, ADD ALTERNATE AND B
M & J Services	\$39,112.38	\$5,516.45	\$24,639.55	\$69,268.38
Kevitt Excavating	\$52,336.72	\$9,219.09	\$18,432.66	\$79,988.47
Cobalt Contracting	\$67,070.73	\$7,281.00	\$40,891.86	\$115,243.59

M & J Services provided the low quotes (\$39,112.38, \$5,516.45, and \$24,639.55 respectively) for a total of \$69,268.38.

I recommend that the City Council adopt the resolution accepting the quote and awarding the contract for City Project 2013-03 – Regional Basin SP-27 Stormwater Facility Repairs in the contract amount of \$69,268.38 to M & J Services.

Attachments: Resolution
 Award Recommendation from EOR
 Bid Tabulation from EOR
 Plan sheet

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

**RESOLUTION ACCEPTING QUOTES AND AWARDING CONTRACT FOR CITY PROJECT NO. 2013-03
REGIONAL BASIN SP-27 STORMWATER FACILITY REPAIRS**

RESOLUTION NO. _____

WHEREAS, quotes were for City Project 2013-03 – Regional Basin SP-27 Stormwater Facility Repairs,
and

CONTRACTOR	SCHEDULE A	ADD ALTERNATE	SCHEDULE B	TOTAL OF A, ADD ALTERNATE AND B
M & J Services	\$39,112.38	\$5,516.45	\$24,639.55	\$69,268.38
Kevitt Excavating	\$52,336.72	\$9,219.09	\$18,432.66	\$79,988.47
Cobalt Contracting	\$67,070.73	\$7,281.00	\$40,891.86	\$115,243.59

WHEREAS, M & J Services is the lowest responsible bidder for a total contract amount of \$69,268.38 for Schedule A, the Add Alternate, and Schedule B.

**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 M & J Services in the name of the City of Inver Grove Heights, for the City Project No. 2013-03 – Regional Basin SP-27 Stormwater Facility Repairs.
2. 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.
3. City Project No. 2013-03 – South Robert Trail (TH 3) Stormwater Facilities Repairs shall be funded by City Project No. 2003-15 – Northwest Area Utility Extension.

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

Project | City Project 2013-03 SP-27 Stormwater Facility Maintenance
Date | April 29, 2013
To | Tom Kaldunski, PE - City Engineer
Contact Info | Inver Grove Heights
From | Ryan Fleming
Contact Info | rfleming@eorinc.com
Regarding | Review of Contractor Quotes

The purpose of this memorandum is to summarize the bids received for the SP-27 Stormwater Facility Maintenance Project.

Quote Summary

A total of three quotes were received. The low quote was provided by M & J Services, LLC in the total amount of \$63,751.93 with an Add Alternate price for replacement of the access driveway of \$5,516.45.

CONTRACTOR	SCHEDULE A	ADD ALTERNATE	SCHEDULE B	TOTAL OF A & B
M & J Services	\$39,112.38	\$5,516.45	\$24,639.55	\$63,751.93
Kevitt Excavating	\$52,336.72	\$9,219.09	\$18,432.66	\$70,769.38
Cobalt Contracting	\$67,070.73	\$7,281.00	\$40,891.86	\$107,962.59

Recommendation

The low responsive quoter, M & J Service, is recommended for City Project 2013-03.

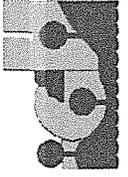
PROJECT BID COMPARISON SUMMARY
 CITY PROJECT 2013-03 REGIONAL BASIN SP-27 STORMWATER FACILITY REPAIRS
 CITY OF INVER GROVE HEIGHTS
 INVER GROVE HEIGHTS, MINNESOTA
 EOR PROJECT NO. 00095-0027

Date: 4/29/2013

	M & J Services		Kevitt Excavating		Cobalt Contracting		Engineer's Estimate
	As Quoted	Reviewed Quote	As Quoted	Reviewed Quote	As Quoted	Reviewed Quote	
Part 1 - General and Erosion Control	\$ 5,366.25	\$ 5,366.25	\$ 18,739.90	\$ 18,739.90	\$ 30,204.00	\$ 29,904.00	\$ 12,254.00
Part 2 - Removals	\$ 1,930.50	\$ 1,930.50	\$ 3,551.84	\$ 3,551.84	\$ 1,590.00	\$ 1,590.00	\$ 797.50
Part 3 - Grading	\$ 28,127.55	\$ 28,127.55	\$ 25,933.97	\$ 25,933.97	\$ 29,748.00	\$ 29,748.00	\$ 37,384.60
Part 4 - Restoration	\$ 3,373.08	\$ 3,373.08	\$ 3,574.67	\$ 3,574.67	\$ 5,350.73	\$ 5,350.73	\$ 6,855.75
Part 5 - Other	\$ 315.00	\$ 315.00	\$ 536.34	\$ 536.34	\$ 488.00	\$ 488.00	\$ 660.00
Schedule A Subtotal	\$ 39,112.38	\$ 39,112.38	\$ 52,336.72	\$ 52,336.72	\$ 67,070.73	\$ 67,080.73	\$ 57,951.85
Add Alternate 1 Add Alternate 1	\$ 5,516.45	\$ 5,516.45	\$ 9,219.09	\$ 9,219.09	\$ 7,281.00	\$ 7,281.00	\$ 5,505.50
Total Schedule A & Add Alternate 1	\$ 44,628.83	\$ 44,628.83	\$ 61,555.81	\$ 61,555.81	\$ 74,351.73	\$ 74,361.73	\$ 63,457.35
Part 1 - General and Erosion Control	\$ 2,126.25	\$ 2,126.25	\$ 393.33	\$ 393.33	\$ 6,325.00	\$ 6,325.00	\$ 1,512.50
Part 3 - Grading	\$ 20,211.62	\$ 20,211.62	\$ 15,404.44	\$ 15,404.44	\$ 18,060.00	\$ 18,060.00	\$ 23,621.40
Part 4 - Restoration	\$ 1,986.68	\$ 1,986.68	\$ 2,098.55	\$ 2,098.55	\$ 2,978.46	\$ 2,978.46	\$ 4,026.00
Part 5 - Other	\$ 315.00	\$ 315.00	\$ 536.34	\$ 536.34	\$ 352.00	\$ 352.00	\$ 660.00
Schedule B Subtotal	\$ 24,639.55	\$ 24,639.55	\$ 18,432.66	\$ 18,432.66	\$ 40,891.86	\$ 27,715.46	\$ 29,819.90
SCHEDULES A & B Total	\$ 63,751.93	\$ 63,751.93	\$ 70,769.38	\$ 70,769.38	\$ 107,962.59	\$ 94,796.18	\$ 87,771.75

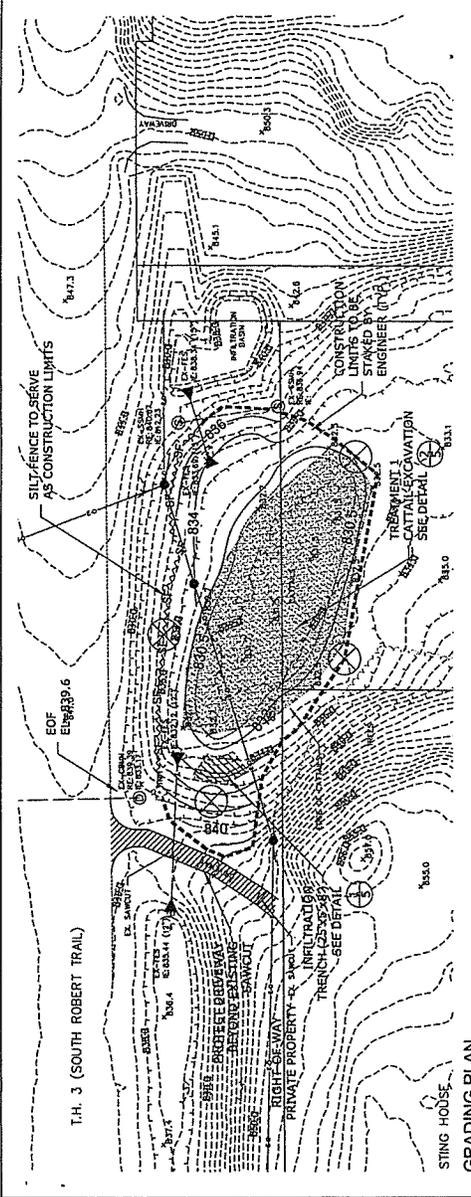
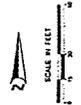
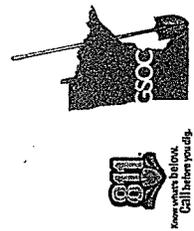
- Notes:**
- Kevitt Excavating did not provide a bid bond while both Cobalt and M&J did.
 (Per the Notice to Quoters, Page 2 of contract documents, Article 8 - Bid Security does not apply to quotes).
 - Kevitt Excavating did not provide the quote on the Quote Form, Page 15 of the contract documents.
 - 4/29/2013 Cobalt Contracting maintains that Schedule B total is \$40,891.

Recommendation: The low quoter, M&J Services, is recommended for City Project 3013-03 SP-27 Stormwater Facility Maintenance.

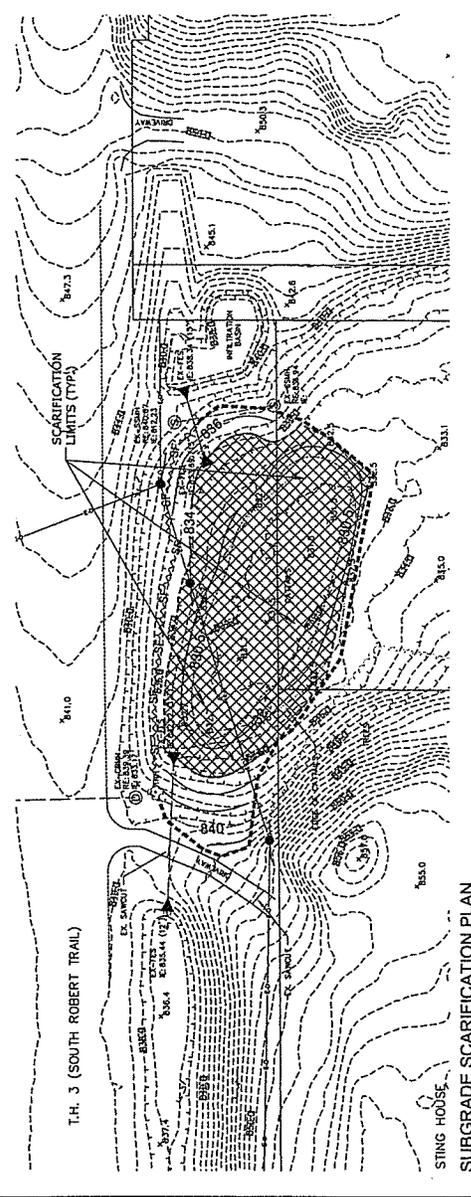


- LEGEND**
- EXISTING STORM SEWER
 - EXISTING RIGHT-OF-WAY AND LOT LINES
 - CATTAIL REMOVAL LIMITS
 - SCARIFICATION LIMITS
 - SILT FENCE
 - CONSTRUCTION LIMITS
 - INFILTRATION AREA SIGN

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



GRADING PLAN



SUBGRADE SCARIFICATION PLAN

NO.	DATE	BY	REVISION
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2			
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WE HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 04/27/2011
 LICENSE # 48211

FOR Emmons & Oliver Resources, Inc.
 8150 BARBARA AVENUE
 INVER GROVE HEIGHTS, MN 55128
 TELEPHONE: 651.770.8448
 COMMUNITY: www.eoefinc.com

CITY OF INVER GROVE HEIGHTS
 8150 BARBARA AVENUE
 INVER GROVE HEIGHTS, MN 55017

2013-03
 SP-27 STORMWATER
 FACILITY MAINTENANCE

CONSTRUCTION PLAN
 SHEET 04 OF 05 SHEETS

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Bids and Awarding Contract for City Project No. 2013-06 – South Robert Trail (TH 3) Stormwater Facilities Repairs

Meeting Date: July 22, 2103
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SAT*

Fiscal/FTE Impact:
 None
 Amount included in current budget
 Budget amendment requested
 FTE included in current complement
 New FTE requested – N/A
 Other: Fund 406 – Excess State Aid

PURPOSE/ACTION REQUESTED

Resolution Accepting Bids and Awarding Contract for City Project 2013-06 – South Robert Trail (TH 3) Stormwater Facilities Repairs.

SUMMARY

The City constructed the new intersection at T.H. 3 and 80th Street in 2009. This intersection was constructed as a roundabout serving T.H. 3 and Amana Trail as part of City Project No. 2009-01. Subsequently, heavy rainfalls resulted in damage to the storm water facilities installed as part of the original project. The City hired its consultant Emmons and Olivier Resources (EOR) to prepare plans for the necessary repairs.

City Council approved the plans and specs and authorized advertisement for bids on June 10, 2013. Bids were opened at 10:00 a.m. on July 12, 2013. Three contractors submitted bids. The bids were tabulated and verified for accuracy by EOR. The bids are summarized below:

Company	5% Bid Bond	Base Bid
Urban Companies	Yes	\$105,530.50
Cobalt Contracting	Yes	\$130,132.80
GL Contracting	Yes	\$156,239.30

The low base bid (as corrected) of \$105,530.50 was submitted by Urban Companies. The low bid is lower than the engineer’s construction cost estimate of \$152,058, which included a 10 percent contingency.

Funding for these repairs will utilize Fund 406 – Excess State Aid to cover the total cost of the project. In addition, Fund 406 will also be providing a transfer of funds (\$11,308.85) to City Project No. 2009-01 (Fund 429) to reimburse the preliminary engineering charges for the subject project that were made to City Project No. 2009-01.

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract for City Project 2013-2013-06 – South Robert Trail (TH 3) Stormwater Facilities Repairs in the contract amount of \$105,530.50 to Urban Companies.

TJK/kf
 Attachments: Resolution
 Award Recommendation from EOR
 Bid Tabulation from EOR
 Two plan sheets

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

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR CITY PROJECT NO. 2013-06 SOUTH
ROBERT TRAIL (TH 3) STORMWATER FACILITIES REPAIRS**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the City Project No. 2013-06 – South Robert Trail (TH 3) Stormwater Facilities Repairs, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, acknowledgement of receipt of addendums, and submitted a bid bond.

Company	5% Bid Bond	Base Bid
Urban Companies	Yes	\$105,530.50
Cobalt Contracting	Yes	\$130,132.80
GL Contracting	Yes	\$156,239.30

WHEREAS, Urban Companies is the lowest responsible bidder for a corrected total contract amount of \$105,530.50; and

WHEREAS, the City will utilize Fund 406 – Excess State Aid to fund the total project cost; and

WHEREAS, the City has provided preliminary engineering funding from City Project No. 2009-01 – T.H. 3 and proposed 80th Street (County Road 28) Intersection Improvements (Account No. 429.72.5900.729); and

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 Urban Companies, LLC in the name of the City of Inver Grove Heights, for the City Project No. 2013-06 – South Robert Trail (TH 3) Stormwater Facilities Repairs.
2. 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.
3. City Project No. 2013-06 – South Robert Trail (TH 3) Stormwater Facilities Repairs shall be funded by Fund 406.
4. The City Council hereby authorizes a transfer of funds in the amount of \$11,308.85 from Fund 406 (Excess State Aid) to Fund 429 – City Project No. 2009-01 to cover preliminary project costs for City Project No. 2013-06 that were initially charged to City Project No. 2009-01.

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

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

Project | City Project 2013-06 South Robert Trail (TH3) Stormwater Facilities Repairs
Date | July 12, 2013
To | Tom Kaldunski, PE - City Engineer
Contact Info | Inver Grove Heights
From | Ryan Fleming, PE
Contact Info | rfleming@eorinc.com
Regarding | Review of Contractor Bids

The purpose of this memorandum is to summarize the bids received for the South Robert Trail Stormwater Facility Repair Project.

Bid Summary

A total of three bids were received. The low bid was provided by Urban Companies, LLC in the total amount of \$105,530.50.

CONTRACTOR	BID FORM TOTAL	VERIFIED TOTAL
Urban Companies, LLC	\$105,730.50	\$105,530.50
Cobalt Contracting, Inc.	\$129,972.80	\$130,132.80
GL Contracting, Inc.	\$156,233.30	\$156,239.30

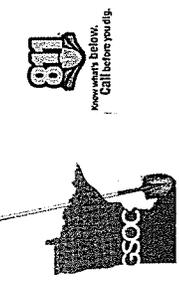
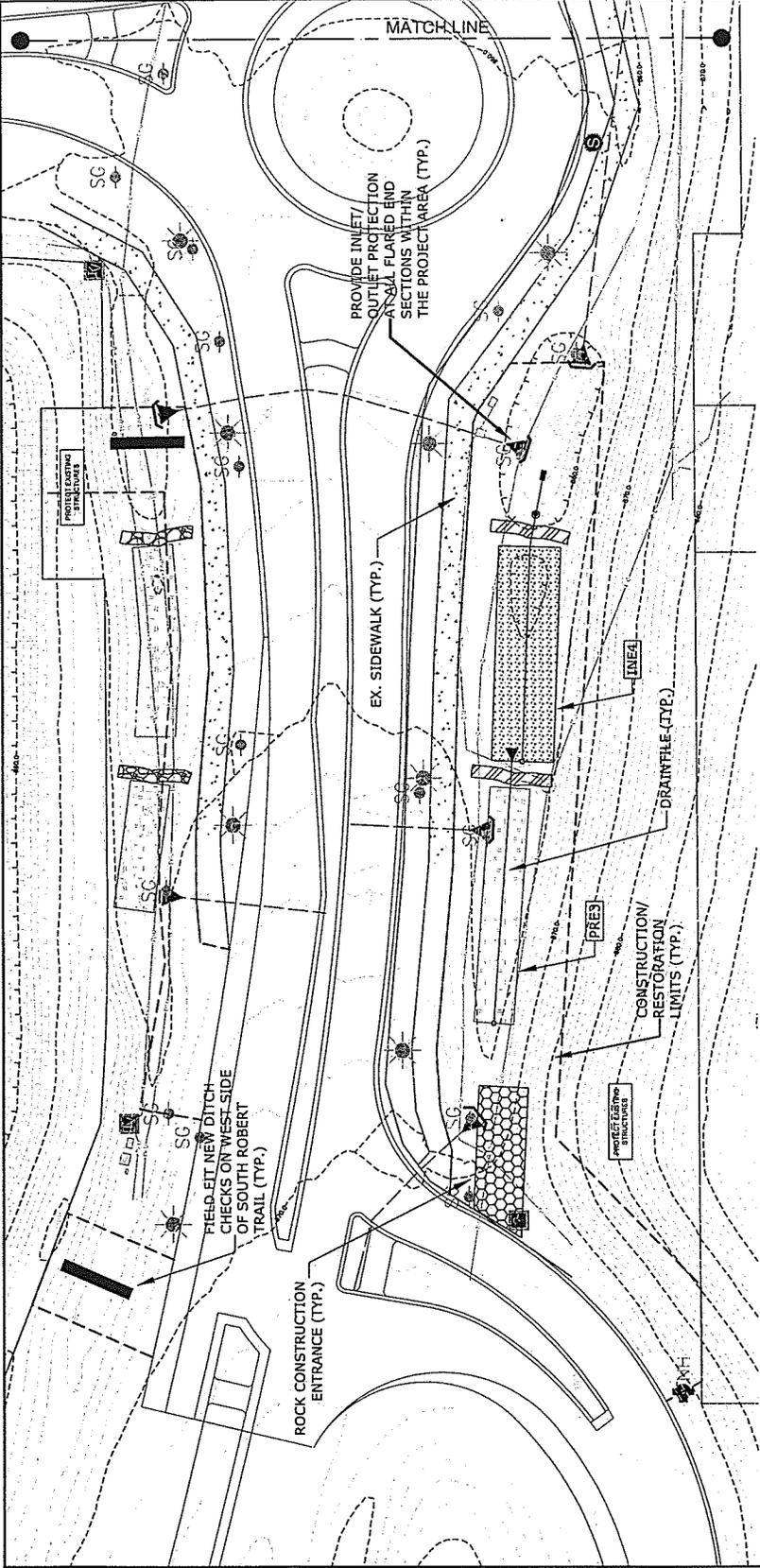
Recommendation

The low responsive bidder, Urban Companies, LLC, is recommended for City Project 2013-06.

PROJECT BID COMPARISON SUMMARY

CITY PROJECT 2013-06: South Robert Trail (TH3) Stormwater Facilities Repair
 CITY OF INVER GROVE HEIGHTS
 INVER GROVE HEIGHTS, MINNESOTA
 EOR PROJECT NO. 00095-0027

BASE BID ITEM	URBAN COMPANIES	COBALT CONTRACTING	GL CONTRACTING	ENGINEER'S ESTIMATE
	TOTAL AMOUNT	TOTAL AMOUNT	TOTAL AMOUNT	TOTAL AMOUNT
<u>Total Part 1 - General and Erosion Control</u>	\$ 9,800.00	\$ 10,968.00	\$ 11,401.30	\$ 20,645.45
<u>Total Part 2 - Removals</u>	\$ 8,750.00	\$ 9,902.60	\$ 10,078.80	\$ 9,791.84
<u>Total Part 3 - Grading</u>	\$ 19,175.00	\$ 21,020.00	\$ 34,766.00	\$ 30,844.30
<u>Total Part 4 - Storm Sewer</u>	\$ 50,683.50	\$ 65,016.00	\$ 77,944.70	\$ 66,153.92
<u>Total Part 5 - Restoration</u>	\$ 14,372.00	\$ 18,043.20	\$ 19,492.60	\$ 21,742.61
<u>Total Part 6 - Other</u>	\$ 2,750.00	\$ 5,183.00	\$ 2,555.90	\$ 2,884.81
<u>Bid Form Total Parts 1 through 6</u>	\$ 105,730.50	\$ 129,972.80	\$ 156,233.30	
<u>Verified Total Parts 1 through 6</u>	\$ 105,530.50	\$ 130,132.80	\$ 156,239.30	\$ 152,062.93



- DITCH CHECK IN GOOD STANDING
- REBUILT DITCH CHECK
- NEW DITCH CHECK
- EXISTING PRETREATMENT OR INFILTRATION BASIN
- REBUILT INFILTRATION BASIN
- FILTER LOG

- PRE = PRETREATMENT AREA
- INF = INFILTRATION AREA
- APR = EXISTING PIPE APRON

LEGEND

NO.	DATE	BY	REVISION
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THESE CHANGES TO THIS PLAN, SPECIFICATIONS, OR REPORT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE LAWS OF THE STATE OF MINNESOTA.

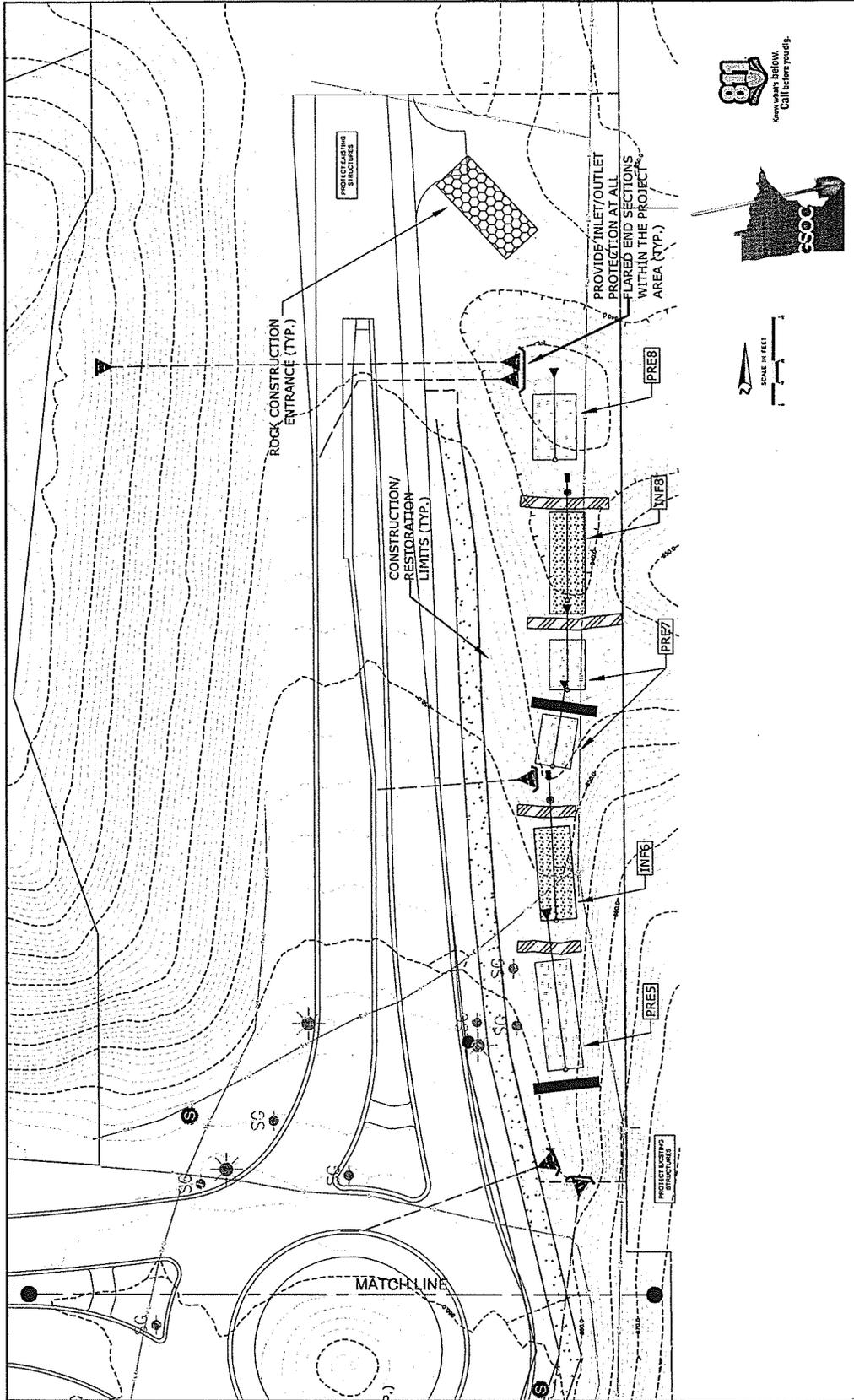
DATE: 04/20/2015
 PROJECT: SOUTH ROBERT TRAIL (TH3)
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

EOR ENGINEERS & OTHERS
 851 HALE AVENUE NORTH
 OAKDALE, MN 55128
 TEL: 612.555.1100
 WWW.EORINC.COM

City of / **Missy Grove Heights**
 1000 W. 10TH STREET
 MISSISSAUGA, ONTARIO L4X 1L7

2013-06
 SOUTH ROBERT TRAIL (TH3)
 STORMWATER FACILITIES REPAIR
 EOR PROJECT NO. 0262-0027 EIT PROJECT NO. 2013-06

CONSTRUCTION PLAN
 SHEET 04 OF 09 SHEETS



2013-06 SOUTH ROBERT TRAIL (TH3) STORMWATER FACILITIES REPAIR		2013-06 SOUTH ROBERT TRAIL (TH3) STORMWATER FACILITIES REPAIR	
CONSTRUCTION PLAN		SHEET 05 OF 09 SHEETS	
EOR Engineering & Olver Resources, Inc. 851 Hill Avenue North Troy, MI 48063-1424 TEL: 313.943.1424 FAX: 313.943.1424 WWW.EORINC.COM		CITY OF Troy 1000 North Main Street Troy, MI 48063-1424 TEL: 313.943.1424 FAX: 313.943.1424 WWW.CITYOFTROY.COM	
ORIGINAL DATE: _____ REVISION DATE: _____ DESIGN BY: _____ DRAWN BY: _____ CHECKED BY: _____ DATE: _____		I HEREBY CERTIFY THAT THE PLAN, SPECIFICATIONS, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMplies WITH ALL THE REQUIREMENTS OF THE LAWS OF THE STATE OF MICHIGAN. _____ PROFESSIONAL ENGINEER LICENSE # 4821	
NO	DATE	BY	REVISION
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approval of the Land Alteration Permit (LAP) for IGH Investment LLC for Argenta Hills 8th Addition Plat

Meeting Date: July 22, 2013
 Item Type: Consent
 Contact: Tom Kaldunski, City Engineer, 651.450.2572
 Prepared by: Steve Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director



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

PURPOSE/ACTION REQUESTED

Approval of a Land Alteration Permit (LAP) for IGH Investment LLC for Argenta Hills 8th Addition Plat

SUMMARY

Consider a request for a land alteration permit for grading and excavating of material estimated at 139,000 cubic yards on land generally described as parcel I.D. No. 20-12050-00-062, that 23 Acres of the Argenta Hills 8th Addition Plat as shown in the attached plans.

The LAP approval is only for the rough grading of the site with associated erosion and sediment control and turf establishment. With the authorization to grade, the City is not approving the plat, site plan or grades shown and IGH Investments LLC acknowledges they are grading at their own risk. The final grades will be dependent on a Major Site Plan Review which is currently in process at the City.

IGH Investment LLC is responsible for notifying the owners of properties near the grading site: 7482 Argenta Trail, 7465 Robert Trail South, 7455 Robert Trail South, 7250 Argenta Trail and 7312 Argenta Trail, of the LAP.

The overall grading plan submitted falls within the Argenta Hills master development plan with the following items to consider:

This LAP will be subject to all NW Area standards and contractual requirements developed as part of the on-going Argenta Hills 8th Addition major site plan review by the Engineering and Planning Divisions.

Permanent Grading and Drainage: The site as shown will be rough graded to the elevations shown until such time as the final grading plan is approved. The site's preliminary grading plan preserves undisturbed areas. The permanent grading and drainage shall meet the City's NW area standards.

Erosion Control and Turf Restoration: The site will need to acquire an NPDES Permit which will require a grading plan and a temporary and permanent sediment and erosion control plan. The NPDES Permit requirements will be sufficient for the City's needs for the land alteration permit. The measures to be considered are listed in the conclusions and recommendations below.

Wetlands and Protected Low Areas: IGH Investments LLC is responsible for protection of wetlands and infiltration areas designated by the AUAR of the NW Area and the Northwest Area Hydrologic Study. The storm runoff should be carefully mitigated and proper buffer areas put in place to provide adequate protection. Proper measures such as temporary sediment basins shall apply until the site has full turf establishment.

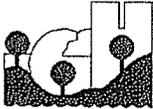
Haul Routes and Hours of Operation: Operation hours will be as designated in the conditions below. Haul routes shall consist of Amana Trail between T.H. 3 and Argenta Trail (County Road 63). Once hauling leaves Amana Trail, hauling shall be contained to trunk highways and county roads.

Public Works/Engineering recommends approval of the land alteration permit subject to the standard land alteration permit conditions and in accordance with the following comments and conditions:

1. The long slopes shall be permanently seeded and blanketed within 14 days (place note on plans) of finished grading in order to reduce erosion. Any slopes 3H:1V or steeper shall be permanently seeded and blanketed within 7 days. Temporary seeding will be necessary for any temporary stoppage in grading operations within a portion of the site which is longer than 21 days or for winter seeding conditions.
2. Finished grades shall not exceed 4H:1V unless otherwise approved by City Engineer.
3. This is a large site disturbance of over 5 acres; therefore, will need to incorporate a temporary sediment basin (or internal ditch to catch and filtrate storm water runoff) sized appropriately for the drainage area until turf is established on site.
4. Label emergency overflow locations and elevations and draw drainage arrows showing the flow direction. Heavy duty BMPs are needed in these areas.
5. The City shall receive a copy of the NPDES permit along with the grading plan and SWPPP prior to issuing the land alteration permit or allowing site disturbance.
6. A pre-construction meeting shall be held at City Hall with the Engineering Division and erosion control shall be installed and inspected by the City Engineer prior to any site disturbance.
7. No grading is allowed on adjacent properties without written permission of the owner(s).
8. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
9. Owner shall closely maintain the erosion and sediment control devices to protect the City right-of-way, roads and ditches from construction sediment. A rock construction entrance shall be provided and maintained.
10. Street sweeping, on an as needed basis, shall be part of the sediment control best management practices for the site.
11. Dust must be controlled to the satisfaction of the City.
12. Tree replacement requirements shall be reviewed and approved by the Planning Division prior to disturbance.
13. Any material hauled on site shall be clean fill conforming to the requirements per Chapter 4: Excavations and Fills of the City Code.
14. LAP permit fees and grading fees are waived. Cash assurances are in place for the Argenta Hills development and additional sureties will be required with the Major Site Plan approval of the 8th Addition. All terms of the current Development Agreements and recorded documents shall apply.
15. Erosion and sediment control measures may need to be installed to address any concentrated storm water flows from off site.
16. Additional requirements as directed by the City may be added at a future date if proposed features do not adequately address drainage and erosion control prior to full turf establishment.
17. Hours of operation are restricted to 7:00 am to 7:00 pm Monday through Saturday.

Attachments: Land Alteration Permit Application
Grading and Erosion Control Plans (Sheets 1-9)

Existing sand pile plan (sheet 4 of 14)



CITY OF INVER GROVE HEIGHTS
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077
 (612) 450-2500 • (612) 450-2502 (fax)

Permit No: C-092-12
 Type: C.C.

APPLICATION FOR LAND ALTERATION PERMIT

Date of Application July 15, 2013

Excavator

Excavator Enebak Construction Company
 Contact Person Jim Dockstader and Joe Retka
 Address P.O. Box 458 Northfield, MN 55057
 Telephone 612-333-1307 Fax _____

Land Owner(s)

Land Owner IGH Investment LLC - Jacob Fick
 Address 16972 Brandtjen Farm Drive, Lakeville, MN 55044
 Telephone 952-322-8704 Fax _____

PID No. 20-12050-00-062

Legal Description Lot F Block _____ Addition Argenta Hills

Section _____ Township _____

Land Owner _____

Address _____

Telephone _____ Fax _____

PID No. 20-

Legal Description Lot _____ Block _____ Addition _____

Section _____ Township _____

Description of Land Being Altered

General Location of Land Being Altered The land associated with the Argenta Hills 8th addition grading plan.

Purpose of Land Alteration Start of Mass grading to allow enough time to complete lots.

Value of Work \$ _____ Estimated Start Date 7-23-2013

Estimated Completion Date _____

Source and Composition of Fill Site is long material to be hauled off site to Lakeville

Cubic Yards of Fill or Egan 0 c.y.

Cubic Yards of Excavation/Grading 139,000 c.y.

Total Volume of Land Alteration = 139,000 c.y.

Total Area of Land Altered 23 Acres

A. Plan Checking Fees

0 up to 30 Cubic Yards	NO FEE
30 up to 500 Cubic Yards	\$25.00 plus \$0.25 per Cubic Yard.....\$32.50 - \$150.00
500 up to 10,000 Cubic Yards	\$150.00 plus \$0.03 per Cubic Yard.....\$165.00 - \$450.00
10,000 up to 100,000 Cubic Yards	\$950.00 plus \$0.005 per Cubic Yard.....\$1000.00 - \$1450.00
100,000 Cubic Yards or more.....	\$1150.00 plus \$0.003 per Cubic Yard.....\$1450.00 and above

B. Grading Permit Fees

0 up to 30 Cubic Yards	NO FEE
30 up to 500 Cubic Yards	\$25.00 plus \$0.25 per Cubic Yard.....\$32.50 - \$150.00
501 up to 10,000 Cubic Yards	\$150.00 plus \$0.02 per Cubic Yard.....\$160.00 - \$350.00
10,001 up to 100,000 Cubic Yards	\$550.00 plus \$0.005 per Cubic Yard.....\$550.00 - \$1,000.00
100,001 Cubic Yards or more.....	\$800.00 plus \$0.002 per Cubic Yard.....\$1000.00 and above

A. Plan Checking Fee	<u>\$ \$1267, but plan reviewed AH8</u>
B. Grading Permit Fee	<u>\$ \$878.00</u>
Total Fee (A + B)	<u>\$ \$878.00</u>
Amount of Bond	<u>\$ \$115,000</u>

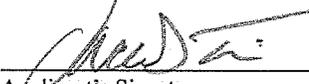
(\$5,000 per acre, minimum \$10,000; Must be submitted upon approval of application, if applicable).

Attachments to Application (The following plans, drawings, calculations, bonds and/or statements are required by the City Engineer).

- Half-section map or sketch of property showing all adjacent property indicating the existing buildings and/or structures.
- Grading plan showing existing and proposed finished contours and elevations.
- Drainage plan showing existing and proposed drainage ways, culverts, storm sewer pipe, drainage structures, stabilization walls, retaining walls, cribbing, dams, or other protective items.
- Calculations for and approximate quantities of excavation and/or fill required.
- Signed statement from the property owner accepting responsibility for the operation and granting permission for land alteration/mining operation.
- Statement to be attached to deed advising of potential need for soil tests prior to any construction on lots where additional fill material has been placed.
- Sediment and erosion control plan meeting the requirements of the City of Inver Grove Heights City Code 430: Stormwater Management.
- Conformance with the City of Inver Grove Heights Water Resource Management Plan.
- Soil borings.
- Conformance with the City of Inver Grove Heights' Tree Preservation Ordinance.
- A final use plan, illustrating the ultimate land uses projected for the property.
- Location and surface type of access roads.
- Certification of Comprehensive General Liability Insurance.
- Compaction and/or Soil Density Requirements.
- Other: _____

Stipulations

1. A place checking fee of \$ _____ shall be submitted with the Land Alteration application.
2. A grading permit fee of \$ _____ shall be submitted upon City approval and before issuance of land alteration permit documents.
3. A \$1500.00 escrow shall be provided for non-compliance activities that are identified by an inspection. A written notice will be issued if the escrow funds will be used to correct a non-compliant issue.
4. The above fees do not include City expenses for environmental reviews such as: EAWs, AUARs, or EISs. The City reserves the right to collect additional costs if the project requires additional environmental reviews.
- 4.. A surety bond or certified check in the amount of \$ _____ (\$5,000 per acre, minimum \$10,000) must be submitted after approval of application and prior to any work. This bond or check is to ensure satisfactory performance and compliance with the below stated stipulations. The surety bond or check shall be kept active until the completion work and/or expiration of permit and can only be released by written notification of the City after a satisfactory final inspection has been performed by the City.
5. All land alteration permits issued to a specific location shall be based on the cumulative quantity of earthwork as the final determination of fees. The City reserves the right to adjust fees based on cumulative quantities.
2. All access and street frontage of the land site must be controlled by a fence, a minimum of four (4) feet in height. All entrances must have gates that are capable of being locked.
3. Only rock, sand, gravel, dirt or similar natural earth fill is permitted. No concrete, asphalt, or demolition wastes will be permitted as fill unless a demolition landfill permit is first obtained from Dakota County (see attached).
4. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and shall not interfere with the health and safety of surrounding residents and the premises shall be maintained at all times so as not to create a nuisance.
5. Any explosives used must be done so in accordance with Inver Grove Heights Code and any other applicable standards, e.g., Federal, State, Industrial, etc. Obtain all required permits.
6. At end of each season's operations and no later than the last day of December, each year, the site is to be left in a neat and orderly condition, with maximum slopes of 3:1 with no overhang of vertical banks and with a level bottom.
7. Each day, or when required by the City, material from this operation that is found to exist on City streets shall be cleaned to the City's satisfaction by the applicants.
8. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.
9. Upon completion of land alteration operations or expiration of this permit, an inspection will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.



Applicant's Signature

Date 7-15-13



Property Owner's Signature

Date 7-15-13

Property Owner's Signature

Date _____

CITY USE ONLY

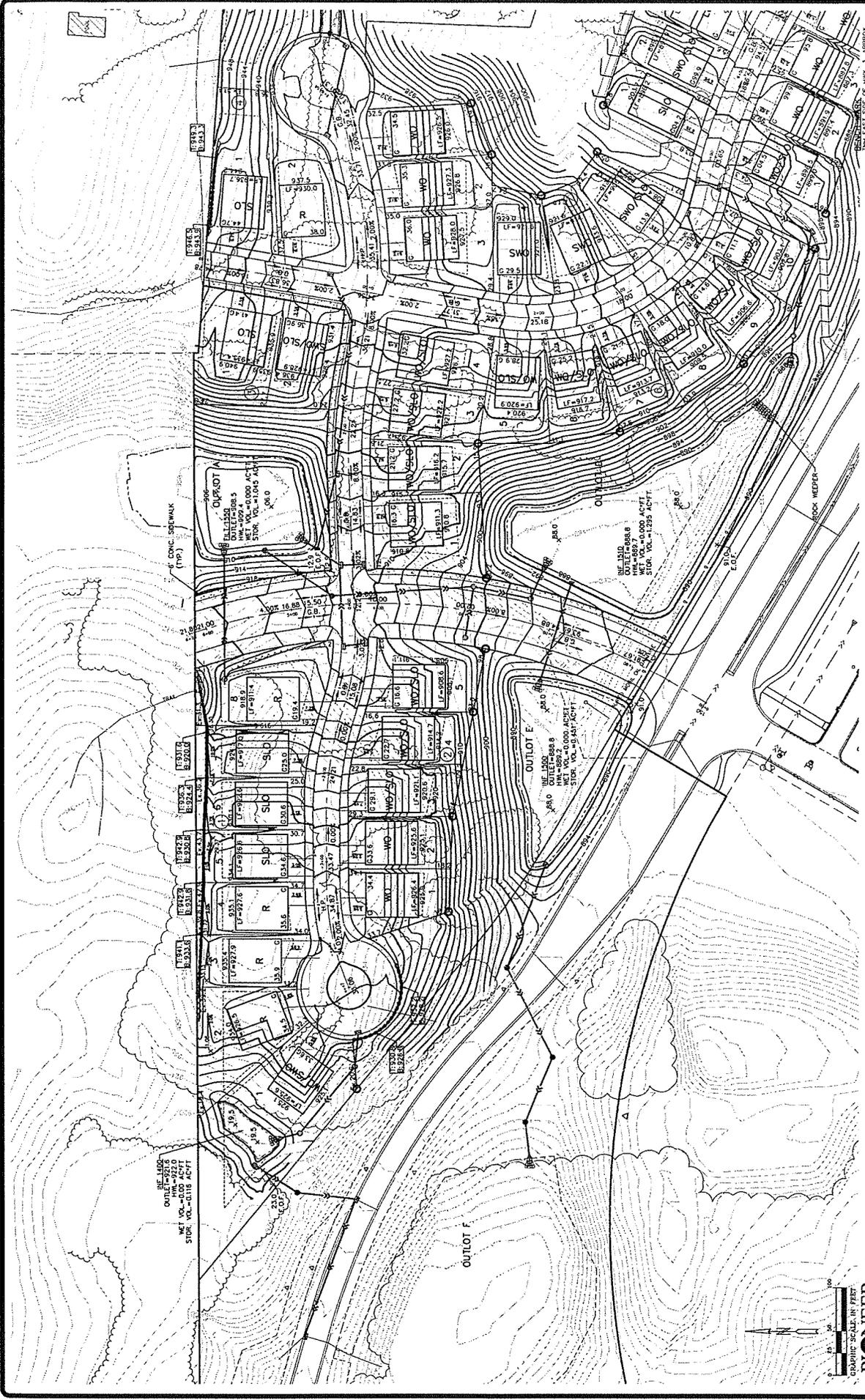
Recommended for Approval Yes No By Thomas J. Kellum Date 7/17/2013

Recommended for Approval Yes No By City Council Date _____

Bond No. _____ Date Bond Expires _____

Insurance Company _____ Date Insurance Expires _____

- Surety Provided w/ Previous Argente Hills Developments shall also apply to this L.A.P.
 - A Certificate of Insurance Naming the City as an Additional Insured must be provided to the City before any activity occurs on site of A-14 8th L.A.P.
- TJK



14
 4
 4
 ARGENTA HILLS 8TH ADDITION
 INVERBOURNE HEIGHTS, MINNESOTA
 1500 FT. LIGHTS OF AMALTA, TRANS.
 1500 FT. LIGHTS OF AMALTA, TRANS.
 1500 FT. LIGHTS OF AMALTA, TRANS.

PRELIMINARY GRADING PLAN

160 INVESTMENTS, LLC
 LITTLE MINNESOTA 1504

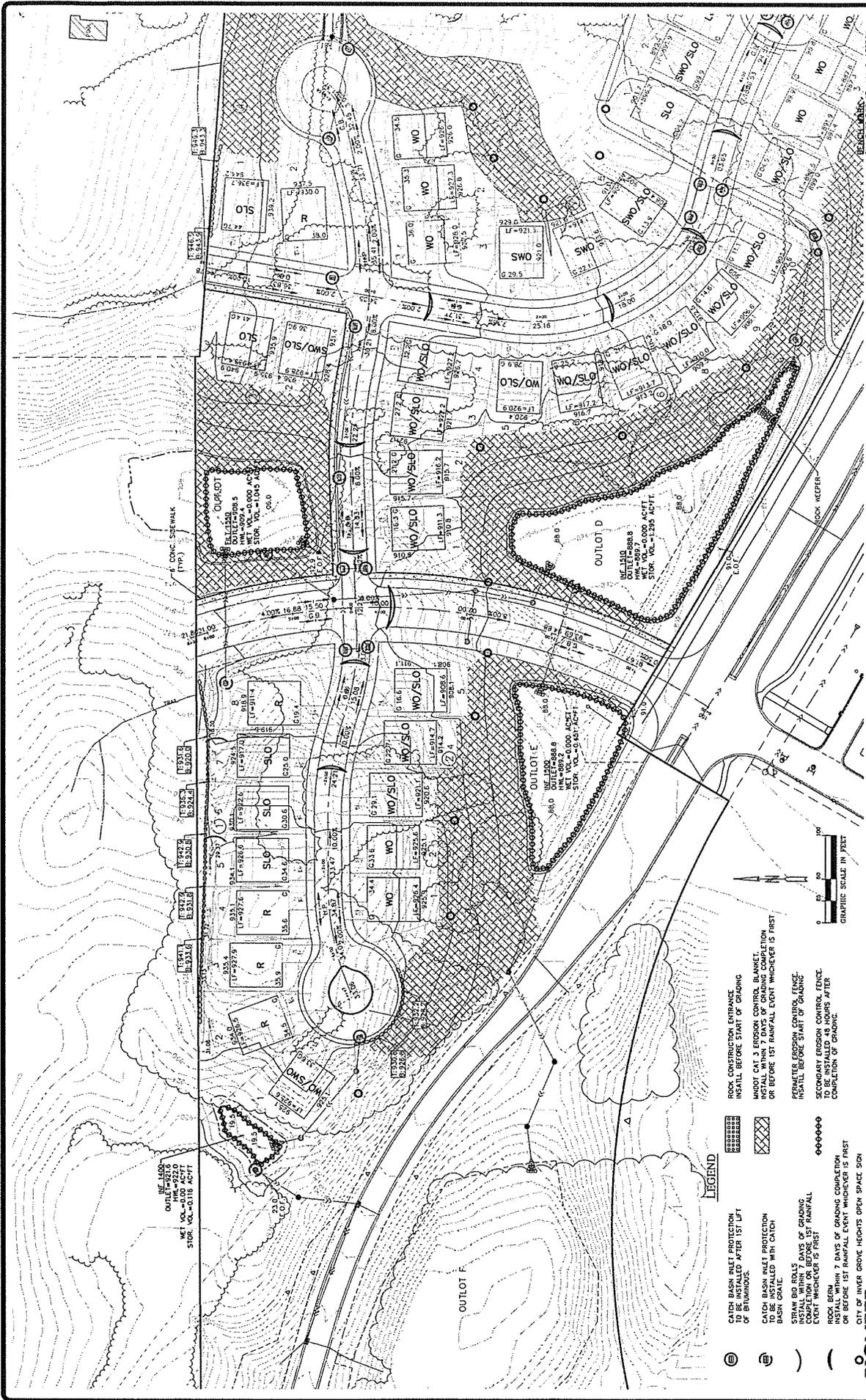
Date: 02/20/2013
 Project: ARGENTA
 Drawn:

CITY PLANNING COMMENTS
 1500 FT. LIGHTS OF AMALTA, TRANS.

Date: 02/20/2013
 Project: ARGENTA
 Drawn:

PIONEER engineering
 (612) 661-0144
 2423 Enterprise Drive
 Mendota Heights, MN 55120
 www.pioneereng.com

GRAPHIC SCALE: 1" = 40'



- LEGEND**
- CATCH BASIN INLET PROTECTION TO BE INSTALLED AFTER 1ST LIFT OF GRADING.
 - CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRADE.
 - STRAIN ROD ROLLS TO BE INSTALLED WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST.
 - ROCK CONSTRUCTION ENTRANCE TO BE INSTALLED BEFORE START OF GRADING.
 - INLET CAT 3 EROSION CONTROL BLANKET TO BE INSTALLED WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST.
 - PERIMETER EROSION CONTROL FENCE TO BE INSTALLED BEFORE START OF GRADING.
 - SECONDARY EROSION CONTROL FENCE TO BE INSTALLED 48 HOURS AFTER COMPLETION OF GRADING.
 - CITY OF INNER GROVE HEIGHTS OPEN SPACE SIGN

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ARGENTA HILLS S/NH ADDITION

PRELIMINARY EROSION CONTROL PLAN

160 INVESTMENTS, LLC
160 INVESTMENTS, LLC
160 INVESTMENTS, LLC

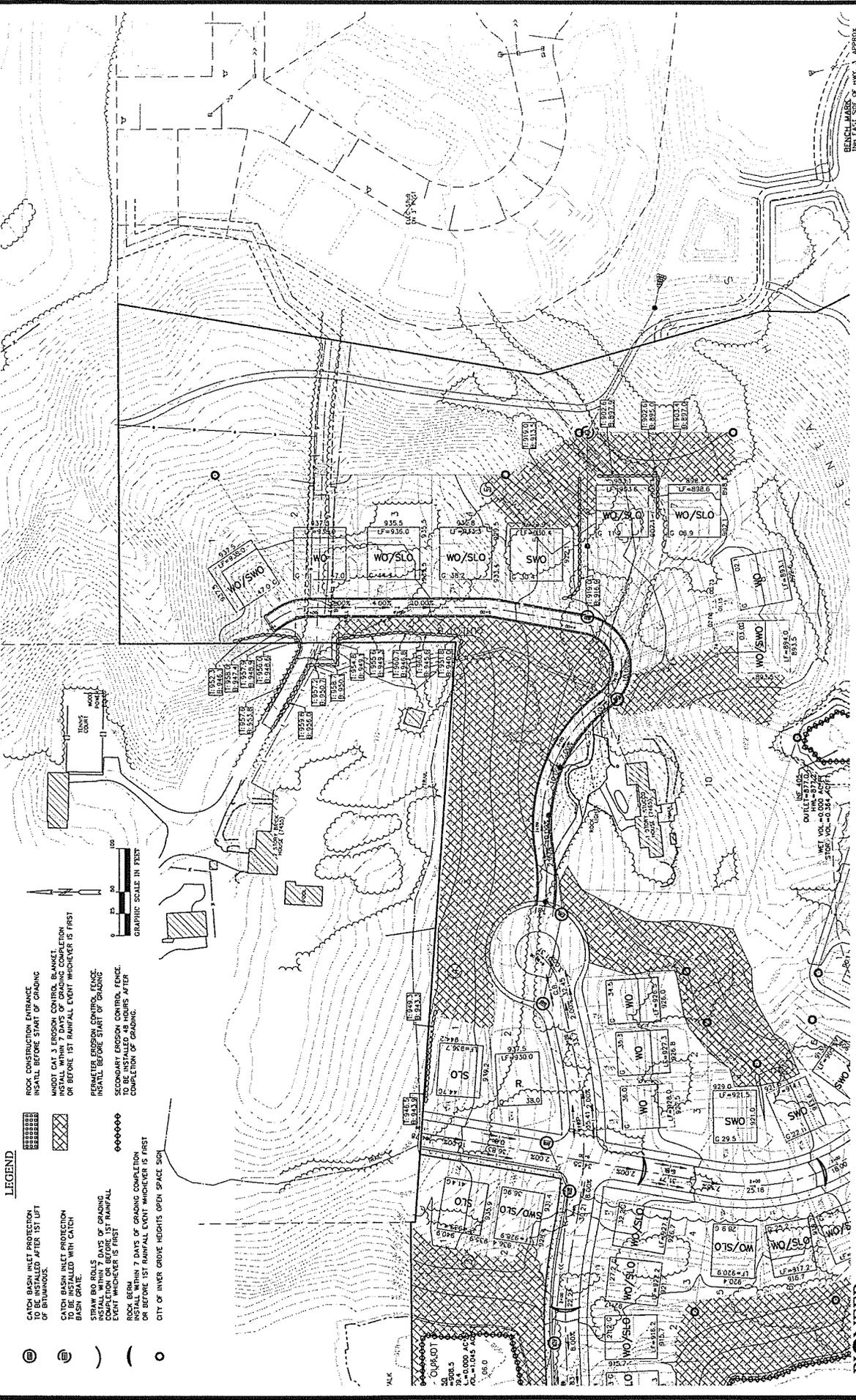
PIONEER engineering
CITY OF INNER GROVE HEIGHTS

3422 Enterprise Drive
Minnetonka, MN 55345
www.pioneereng.com

Date: 11/23/24
Drawn: [Name]
Checked: [Name]
Scale: AS SHOWN

PI-2024-1-177-PLANS/COMMENTS

This drawing and all plans were prepared by Pioneer Engineering, Inc. and are the property of Pioneer Engineering, Inc. No part of this drawing may be reproduced without the written consent of Pioneer Engineering, Inc.



LEGEND

- CATCH BASIN INLET PROTECTION TO BE INSTALLED AFTER 1ST LIFT OF BITUMENOUS.
- ⊙ CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRADE.
- STRAW BIO ROLLS INSTALL WITHIN 7 DAYS OF GRADING EVENT WHICH EVER IS FIRST OR BEFORE 1ST RAINFALL EVENT WHICH EVER IS FIRST.
- ⊖ ROCK BEAM INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICH EVER IS FIRST.
- CITY OF INNER CROFT HEIGHTS OPEN SPACE SIGN
- ▨ ROCK CONSTRUCTION FURNISH BEFORE START OF GRADING.
- ▨ MANDOT CAT 3 EROSION CONTROL BLANKET. TO BE INSTALLED WITHIN 7 DAYS OF GRADING OR BEFORE 1ST RAINFALL EVENT WHICH EVER IS FIRST.
- ▨ PERIMETER EROSION CONTROL FENCE. INSTALL BEFORE START OF GRADING.
- ▨ SECONDARY EROSION CONTROL FENCE. TO BE INSTALLED 48 HOURS AFTER COMPLETION OF GRADING.

PIONEER engineering
 4031 661-0044
 2322 Englewood Drive
 Mendota Heights, MN 55120
 www.pioneereng.com

DATE: 11/23/2011
 DRAWN: J. MONTANA
 CHECKED: J. MONTANA
 DATE: 11/23/2011

PROJECT: 160 INVESTMENTS, LLC
 LARAVILLE, MINNESOTA 55844

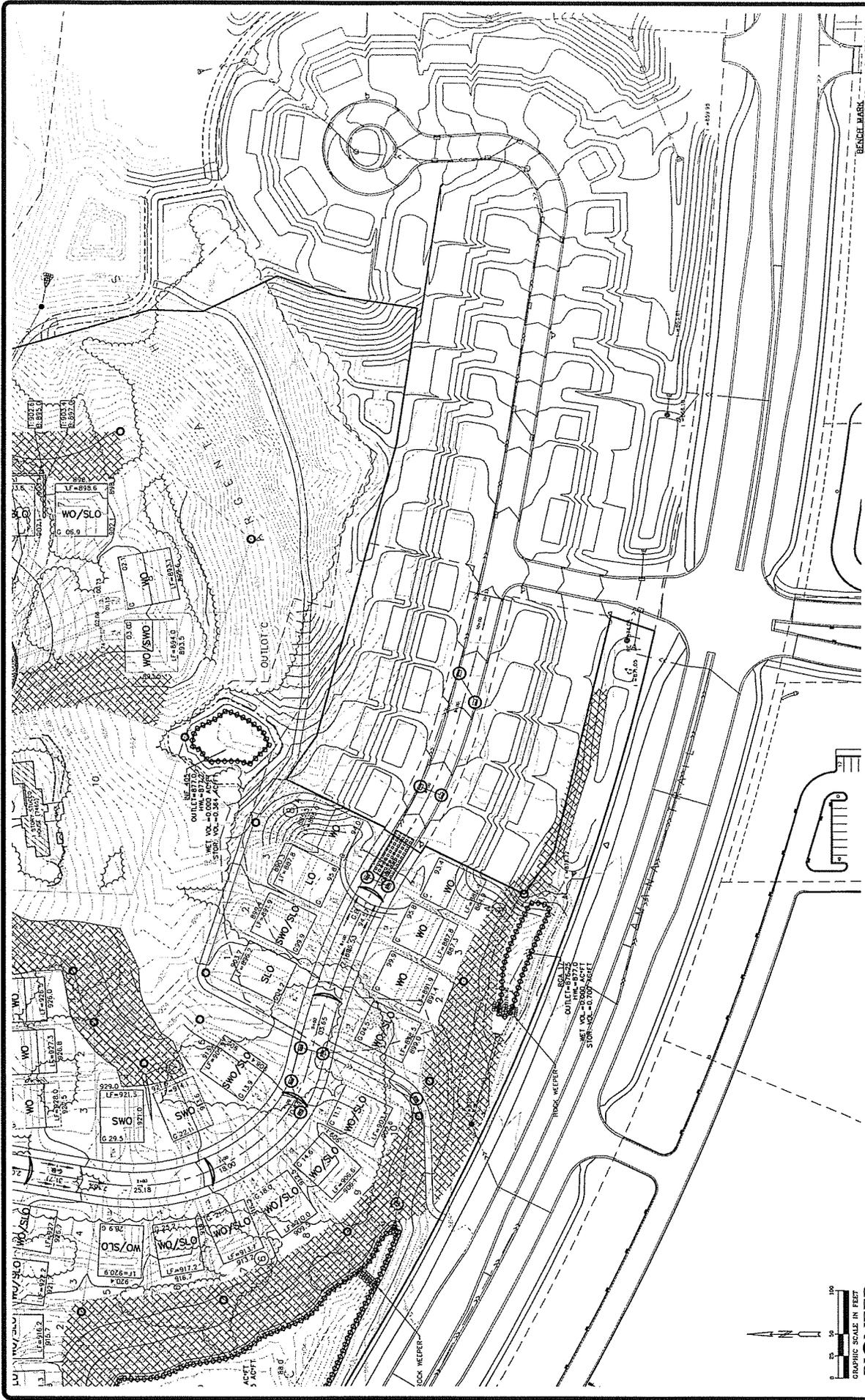
PRELIMINARY
 EROSION CONTROL PLAN

PROJECT: ARGENTA HILLS 8TH ADDITION
 INVERGROVE HEIGHTS, MINNESOTA 55844

DATE: 11/23/2011
 DRAWN: J. MONTANA
 CHECKED: J. MONTANA
 DATE: 11/23/2011

PROJECT: ARGENTA HILLS 8TH ADDITION
 INVERGROVE HEIGHTS, MINNESOTA 55844

DATE: 11/23/2011
 DRAWN: J. MONTANA
 CHECKED: J. MONTANA
 DATE: 11/23/2011



PIONEER engineering

242 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 461-1914
 www.pioneereng.com

Design created and this plan was prepared by
 Name: [Redacted]
 Date: 2/25/2011
 Project No.: 253201

FOR THE CITY PLANNING COMMISSION
 PROJECT NO. 253201

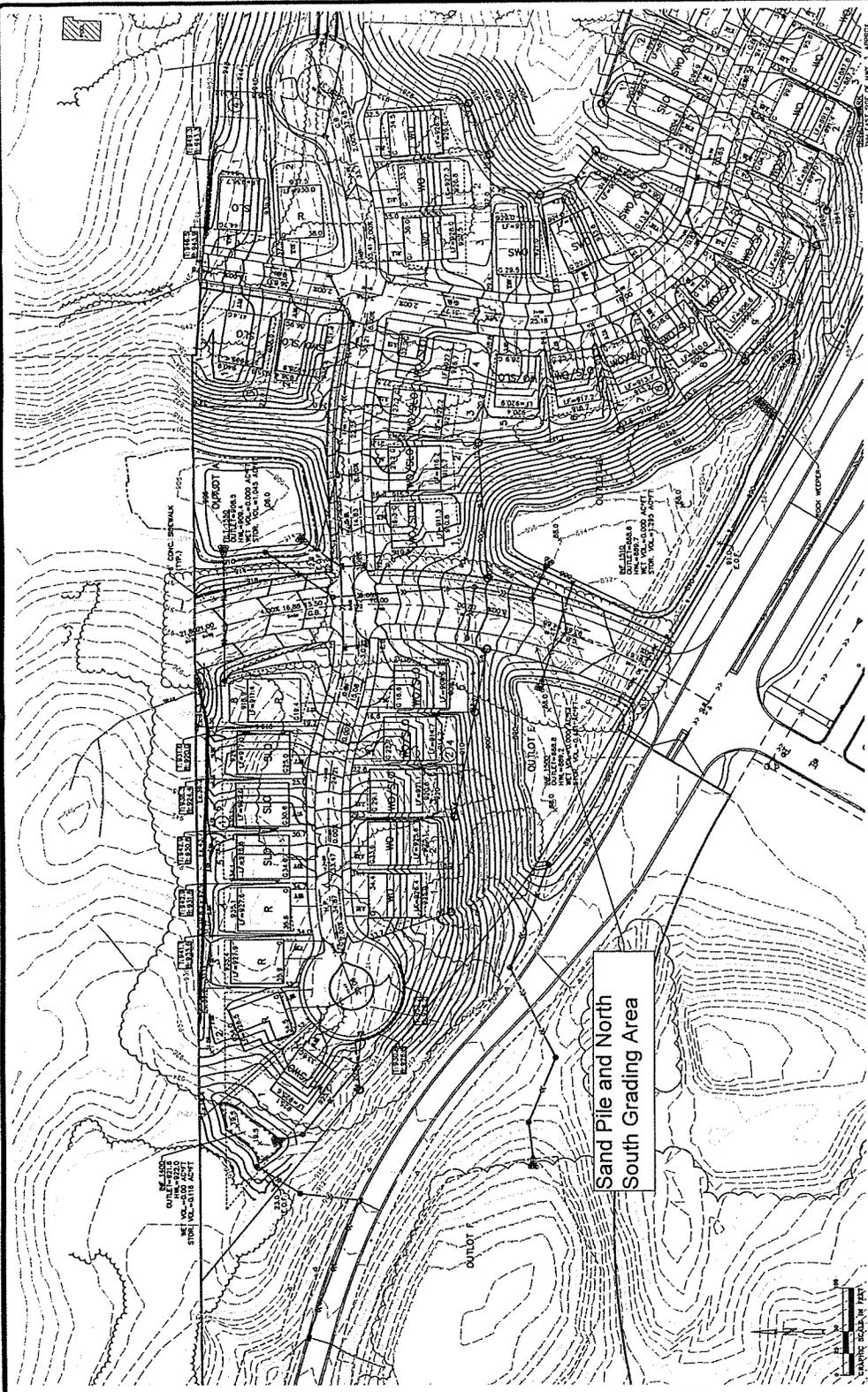
Date: 2/25/2011
 Drawn: [Redacted]
 Checked: [Redacted]

**PRELIMINARY
 EROSION CONTROL PLAN**

160 INVESTMENTS, LLC
 160 ARGENTA HILLS DRIVE
 MENARD HEIGHTS, MN 55120

ARGENTA HILLS 8TH ADDITION
 INVERKORDE HEIGHTS, MINNESOTA

9 of 14



Sand Pile and North
South Grading Area

EXISTING SAND PILE PLAN

PIONEER engineering
 ENGINEERING ARCHITECTURE
 21200 West 13th Avenue, Suite 100
 Broomfield, CO 80020
 Phone: 303.440.1100
 Fax: 303.440.1101
 www.pioneereng.com

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve an Encroachment Agreement for Lot 4, Block 2, Argenta Hills 4th Addition (7532 Auburn Court)

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

SAT

<input checked="" type="checkbox"/>	Fiscal/FTE Impact: 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 an Encroachment Agreement for a private retaining wall crossing the side yard public drainage and utility easement between 7528 and 7532 Auburn Court in the Argenta Hills Development.

SUMMARY

The owners of 7532 Auburn Court are requesting permission to construct a backyard block retaining wall across the sideyard drainage and utility easement in order to connect it with their neighbor's wall at 7528 Auburn Court (see Exhibit). For the owners to place obstructions in the easement, an encroachment agreement is necessary to ensure that the City is held harmless; and that the lot owners are responsible for maintaining the retaining wall, and providing proper erosion control, grading and permanent storm water management.

The owners, Capstone Builders, Inc., have provided the retaining wall exhibit showing proper drainage. They are following the Storm Water Management Plan from the Argenta Hills development plan which routes the storm water to the southwest corner of the lot within the easement and around the existing boulder retaining wall on the back of the lot. The encroachment agreement also states that the lot owners are responsible maintenance and repair of the large boulder retaining wall on the back lot line as depicted in the exhibit.

It is recommended that the City Council approve the Encroachment Agreement for 7532 Auburn Court (Lot 4, Block 2, Argenta Hills 4th Addition) and authorize the Mayor to execute the Agreements.

TJK/kf

Attachments: Encroachment Agreement

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 4, BLOCK 2, ARGENTA HILLS 4TH ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (Agreement), made this 22nd day of July, 2013, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Capstone Homes, Inc., a Minnesota corporation (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 4, Block 2, Argenta Hills 4th Addition, Dakota County, Minnesota

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

The permanent drainage and utility easement adjoining the boundary line between Lot 3 and Lot 4, Block 2, Argenta Hills 4th Addition dedicated on the recorded plat of Argenta Hills 4th Addition, Dakota County, Minnesota AND the permanent drainage and utility easement adjoining the boundary line between Lot 4 and Lot 6, Block 2, Argenta Hills 4th Addition dedicated on the recorded plat of Argenta Hills 4th Addition, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Capstone Homes, Inc., a Minnesota corporation, 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: Capstone Homes, Inc.
14015 Sunfish Lake Boulevard, Unit 400
Ramsey, MN 55303

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 concrete block retaining wall to be constructed on the Subject Land on the City Easement and the existing boulder retaining wall located on the Subject Land on the City Easement.

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

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

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner

Improvements. The City's reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2
RECITALS

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

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

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

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

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE:

ARTICLE 3
AGREEMENTS

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

The Landowner shall not place any other structures, irrigation systems, buildings, fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements.

The Landowner, at its expense, shall maintain and repair the Landowner Improvements. The City has no responsibility to maintain or 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 22nd day of July, 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
CONSTRUCTION PLAN

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve an Encroachment Agreement for Lot 3, Block 2, Argenta Hills 4th Addition (7528 Auburn Court)

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


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

PURPOSE/ACTION REQUESTED

Approve an Encroachment Agreement for a private retaining wall crossing the side yard public drainage and utility easement between 7528 and 7532 Auburn Court in the Argenta Hills Development.

SUMMARY

The owners of 7528 Auburn Court are requesting permission to construct a backyard block retaining wall across the sideyard drainage and utility easement to connect it with their neighbor's wall at 7532 Auburn Court (see Exhibit). For the owners to place obstructions in the easement, an encroachment agreement is necessary to ensure that the City is held harmless, and that the owners are responsible for maintaining the retaining wall, and providing proper erosion control, grading and permanent storm water management.

The owners, James and Jennifer Kurowski, have provided the retaining wall exhibit showing proper drainage. They are following the Storm Water Management Plan from the Argenta Hills development plan which routes the storm water to the southeast corner of the lot within the easement and around the existing boulder retaining wall on the back of the lot. The encroachment agreement also states that the lot owners are responsible maintenance and repair of the large boulder retaining wall on the back lot line as depicted in the exhibit.

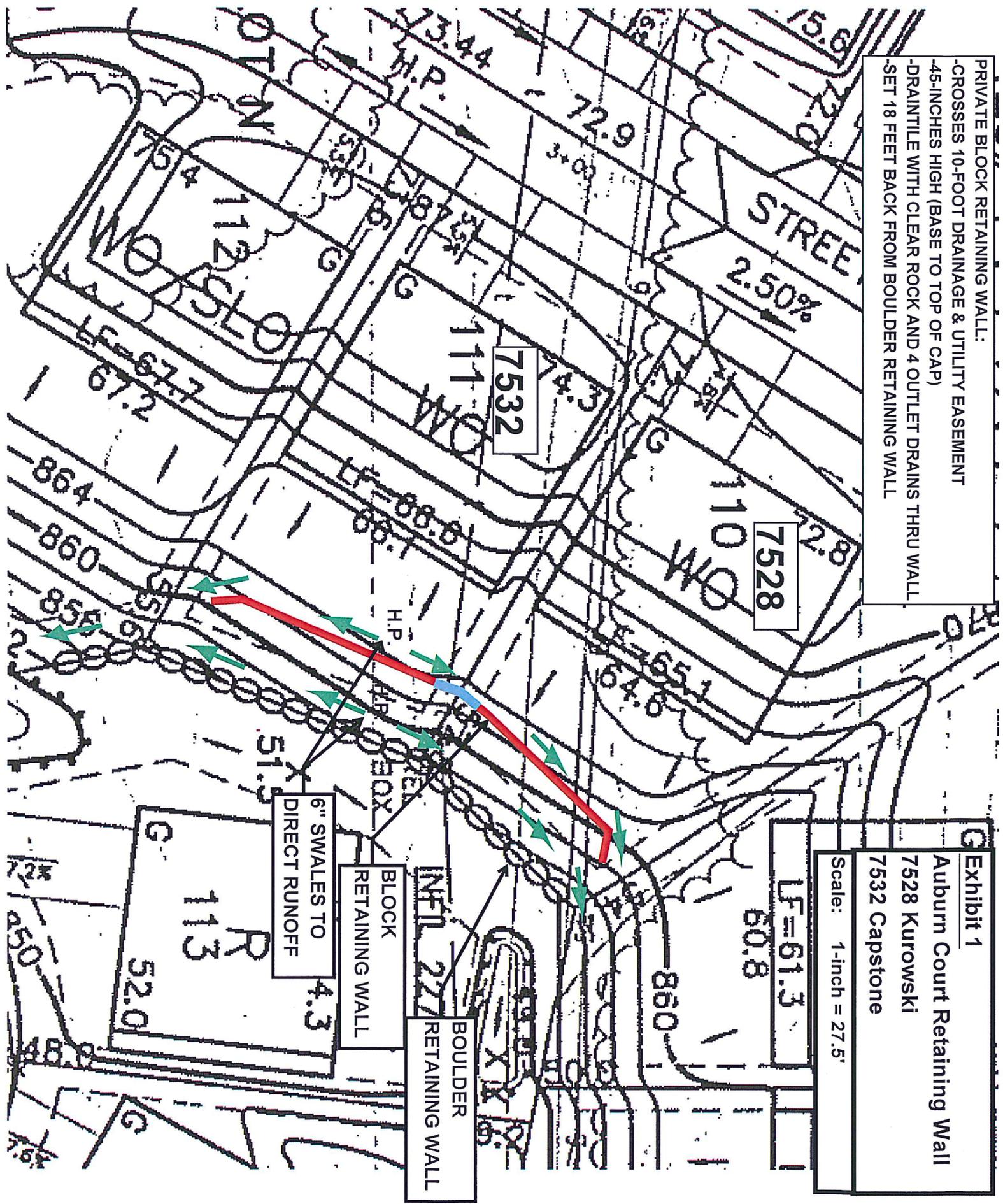
It is recommended that the City Council approve the Encroachment Agreement for 7528 Auburn Court (Lot 3, Block 2, Argenta Hills 4th Addition) and authorize the Mayor to execute the Agreements.

TJK/kf

Attachments: Encroachment Agreement

PRIVATE BLOCK RETAINING WALL:
 -CROSSES 10-FOOT DRAINAGE & UTILITY EASEMENT
 -45-INCHES HIGH (BASE TO TOP OF CAP)
 -DRAINTILE WITH CLEAR ROCK AND 4 OUTLET DRAINS THRU WALL
 -SET 18 FEET BACK FROM BOULDER RETAINING WALL

Exhibit 1
 Auburn Court Retaining Wall
 7528 Kurowski
 7532 Capstone
 Scale: 1-inch = 27.5'



7532

7528

6" SWALES TO
 DIRECT RUNOFF
 4.3

BLOCK
 RETAINING WALL

BOULDER
 RETAINING WALL

113
 52.0

LF=61.3
 60.8

60.8

860

113

52.0

LF=61.3

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 3 BLOCK 2, ARGENTA HILLS 4TH ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (Agreement), made this 22nd day of July, 2013, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and James M. Kurowski and Jennifer Kurowski, husband and wife (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

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

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

1.3 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 3, Block 2, Argenta Hills 4th Addition, Dakota County, Minnesota

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

The permanent drainage and utility easement adjoining the boundary line between Lot 3 and Lot 4, Block 2, Argenta Hills 4th Addition dedicated on the recorded plat of Argenta Hills 4th Addition, Dakota County, Minnesota AND the permanent drainage and utility easement adjoining the boundary line between Lot 3 and Lot 6, Block 2, Argenta Hills 4th Addition dedicated on the recorded plat of Argenta Hills 4th Addition, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means, James M. Kurowski and Jennifer Kurowski, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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

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

IF TO LANDOWNER: James M. Kurowski and Jennifer Kurowski
7528 Auburn Court
Inver Grove Heights, MN 55077

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

1.7 Landowner Improvements. “Landowner Improvements” means the concrete block retaining wall to be constructed on the Subject Land on the City Easement and the existing boulder retaining wall located on the Subject Land on the City Easement.

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

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

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner

Improvements. The City's reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2
RECITALS

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

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

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

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

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

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

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements.

Under the terms and conditions stated herein, the Landowner, at its own cost, is hereby authorized by the City to make the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, irrigation systems, buildings, fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements.

The Landowner, at its expense, shall maintain and repair the Landowner Improvements. The City has no responsibility to maintain or 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 22nd day of July, 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

James M. Kurowski

Jennifer Kurowski

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of July, 2013, by James M. Kurowski and Jennifer Kurowski, husband and wife.

Notary Public

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

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

EXHIBIT A
CONSTRUCTION PLAN

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement for Lot 5, Block 2, Orchard Trail (Coss) 1793 86th Court East

Meeting Date: July 22, 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
SJT

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 1793 86th Court East.

SUMMARY

The owners of 1793 86th Court East are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Timothy and Katrina Coss, have provided the required Grading and Erosion Control Plans. They are following the Storm Water Management Plan from the original Orchard Trail Development which allows the site to drain to an existing series of basins on the easterly side of the house. They have also signed the Custom Grading Agreement (attached) which spells out the conditions to be met. They will also be providing a surety of \$10,000 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 will be able to apply for a building permit following the Council approval of the Custom Grading Agreement.

It is recommended that the City Council approve the Custom Grading Agreement for 1793 86th Court (Lot 5, Block 2, Orchard Trail) and authorize the Mayor to execute the Agreements. The owners will provide surety as they apply for a building permit in the coming weeks.

TJK/kf
 Attachments: Custom Grading Agreement with site plan

CUSTOM GRADING AGREEMENT
FOR
LOT 5, BLOCK 2, ORCHARD TRAIL
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 22nd day of July, 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 Timothy J. Coss and Katrina G. Coss, husband and wife.

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

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

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

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

1.8 **DIRECTOR OF PWD.** "Director of PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his 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:
Timothy J. Coss and Katrina G. Coss
3456 83rd Street East
Inver Grove Heights, MN 55076

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

1.19 PROPERTY. Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 5, Block 2, Orchard Trail, 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 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.

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.

[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 22nd day of July, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:



Timothy J. Coss



Katrina G. Coss

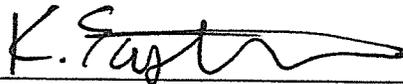
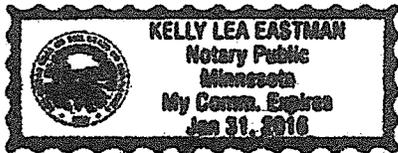
STATE OF MINNESOTA)

)

ss.

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 16th day of July, 2013, by Timothy J. Coss and Katrina G. Coss, husband and wife.



Notary Public

THIS INSTRUMENT DRAFTED BY:

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

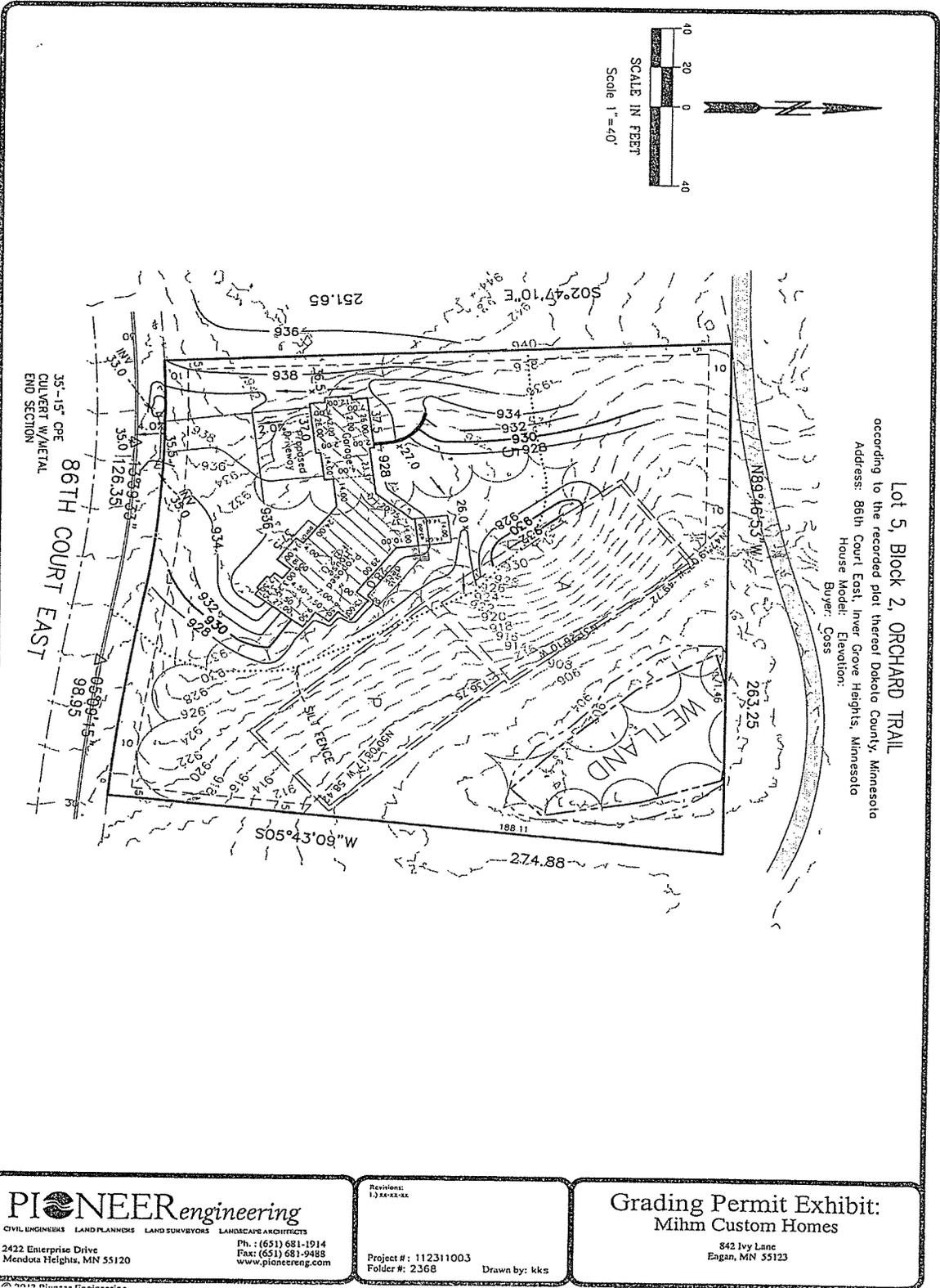
**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**

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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Grading Permit Exhibit (attached hereto)		Pioneer Engineering

The above-listed plan was approved by the City Engineer on July _____, 2013.



Lot 5, Block 2, ORCHARD TRAIL
 according to the recorded plat thereof Dakota County, Minnesota
 Address: 86th Court East, Inver Grove Heights, Minnesota
 House Model: Elevation:
 Buyer: Cass

35'-15" CRE
 CULVERT W/ACTUAL
 END SECTION
 86TH COURT EAST
 98.95

PIONEER *Engineering*
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 Ph: (651) 681-1014
 Fax: (651) 681-9488
 www.pioneereng.com

Revisions:
 1) AS-XX-XX
 Project #: 112311003
 Folder #: 2368
 Drawn by: kks

Grading Permit Exhibit:
 Mihm Custom Homes
 842 Ivy Lane
 Engan, MN 55123

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



Scale: 1"=40'

Lot Area = 63271 SF
House Area = 4044 SF
Driveway Area = 1748 SF

Construction Notes:

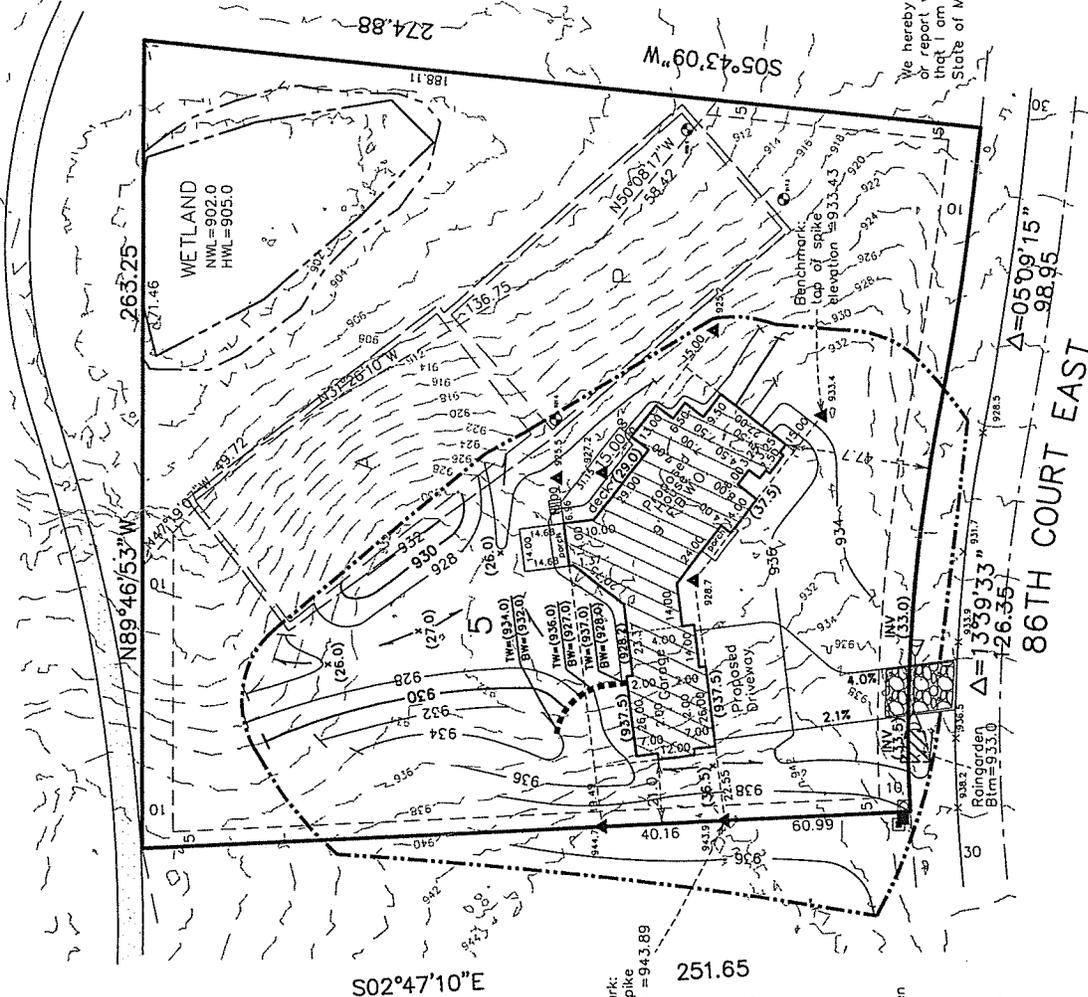
1. Install rock construction entrance.
2. Install silt fence as needed for erosion control.
3. Sidewalks shall drain away from house a minimum of 1.0%.
4. Contractor must verify driveway design.
5. Contractor must verify service elevation prior to construction.
6. Add or remove foundation ledge as required.

Benchmark:
top of spike
elevation = 943.89

General Notes:

1. Grading plan by Pioneer Engineering last dated 9/14/04 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.

Lot 5, Block 2, ORCHARD TRAIL
according to the recorded plat thereof Dakota County, Minnesota
Address: 1793 86th Court East, Inver Grove Heights, Minnesota
Buyer: Coss



- Denotes test hole
- Denotes proposed erosion control
- Denotes proposed rock construction entrance
- Denotes proposed retaining wall designed and built by others.
- Denotes existing elevation (000.00)
- Denotes proposed elevation
- Denotes drainage flow direction
- Denotes spike

House elevations (Proposed) / As-built

Lowest Floor Elevation (house): (929.5) / /
 Lowest Floor Elevation (garage): (928.2) / /
 Top Of Foundation Elev.: (938.2) / /
 Garage Slab Elev. @ Door: (937.5) / /

We hereby certify to Mimm Custom Homes 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 07/10/13.

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

Certificate of Survey for:
Mimm Custom Homes

842 Ivy Lane
Edgmon, MN 55123

Project #: 112311003
Folder #: 2368
Drawn by: kks

PIONEER engineering
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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Painting and Rubberized Flooring Projects for the VMCC

Meeting Date: July 22, 2013
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 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

Consider approval of hiring a painting contract not to exceed \$28,000 and for the replacement of the rubberized flooring in an amount not to exceed \$47,000 in the West Rink at the VMCC.

SUMMARY

Over the last few years we have been making capital improvements to the VMCC/Grove which has included improvements to the locker rooms, replacement of fitness equipment, painting of the pools and lobby etc.

We have secured quotes for the painting of the West Rink as follows:

Schoenfelder Painting	\$25,779
Wall Trends	\$35,698

We have secured quotes for the replacement of the rubberized flooring in the West Rink as follows:

Becker Arena Products	\$43,177
Arena Systems	\$47,191

We recommend the City Council approve hiring Schoenfelder Painting and Becker Arena Products for the projects listed above. The projects are funded by the 2013 VMCC/Grove Budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Year Four (2013) of a Four Year (2010 through 2013) Golf Course Pavement Project

Meeting Date: July 22, 2013
 Item Type: Consent Agenda
 Contact: Al McMurchie – 651.457.3667
 Prepared by: Al McMurchie
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Consider approval of Phase Four (2013) golf course path replacements to be funded by the Host Community Fund.

SUMMARY

Inver Wood contains approximately 25,800 linear feet of bituminous golf car paths. The original paths were installed at a six foot width in 1991 on wet, unstable soil resulting in an inconsistent base layer and inconsistent bituminous layer.

A four year, four phase replacement program was approved by the City Council on July 26, 2010.

For the 2013 phase, proposals were requested from three (3) local pavement contractors to replace 6,375 feet, reroute 54 feet, and remove 501 feet of excess path with all replacement path installed at a width of eight feet. This phase completes all bituminous path replacement on the Back Nine of the Championship Course.

The chart below summarizes the proposals:

	Ace Blacktop, Inc. Inver Grove Heights, MN	Pine Bend Paving, Inc. Vermillion, MN	Bituminous Roadways, Inc. Mendota Heights, MN
Total Pavement Cost	\$ 251,304.00	\$ 101,800.00	\$ 99,979.00

We recommend the City Council approve the 2013 proposal as submitted by Bituminous Roadways, Inc. of Mendota Heights, Minnesota for \$99,979.00 to be funded by the Host Community Fund.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: July 22, 2013
 Item Type: Consent Agenda
 Contact:
 Prepared by: Lieutenant Joshua Otis
 (651) 450-2528
 Reviewed by: Larry Stanger, Chief of Police

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:

Council is asked to authorize Inver Grove Heights Police Department to enter into an Auto Theft Prevention Grant with the State of Minnesota acting through its Commissioner of Commerce.

SUMMARY:

Auto Theft affects not just the victims who lose their cars, but also consumers because of higher insurance costs. The mission of the Auto Theft Prevention Program is to reduce motor vehicle theft in Minnesota, collaborate with law enforcement agencies, educate Minnesotans about auto theft, and help lower insurance costs for Minnesota.

The Police Departments of Inver Grove Heights, South St Paul and West St. Paul joined together to apply for an Automobile Theft Prevention Grant offered by the State of Minnesota, Commissioner of Commerce. Our grant application requested \$67,462.41 to obtain license plate recognition equipment, warranties, public education give a-ways, and vehicle processing training for each department. The Commissioner of Commerce has approved our grant request and awarded us \$44,050.00.

This will allow additional equipment for each department to supplement their respective license plate recognition equipment. This will increase our ability to identify stolen vehicles in our jurisdictions without requiring the officer to manually enter every vehicle they observe. We will also be working in cooperation with South St. Paul and West St. Paul to share locations of stolen and recovered vehicles. This joint cooperation is intended to identify patterns of motor vehicle thefts and recoveries with the goal of preventing future auto thefts in our jurisdictions.

Enclosed is a copy of a Resolution for your consideration, authorizing the Police Department to enter into this grant agreement.

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AUTO THEFT PREVENTION GRANT

THIS COOPERATIVE AGREEMENT, BY AND BETWEEN THE State of Minnesota, acting through its Commissioner of Commerce, (hereinafter called the STATE) and City of Inver Grove Heights, Inver Grove Heights Police Department, 8150 Barbara Avenue East, Inver Grove Heights, Minnesota 55077 (hereinafter called GRANTEE), witness that, and

WHEREAS, the STATE, pursuant to Minn. Stat. 299A.01 and 65B.84, is empowered to distribute money for Automobile Theft Prevention activities, and

WHEREAS, the GRANTEE is authorized to accept state funds for the purposes specified, and

WHEREAS, GRANTEE represents that it is duly qualified and willing to carry out the tasks described, and

WHEREAS, a Grant agreement authorizing Chief Larry Stanger has signing authority to accept money from the State of Minnesota.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: Grantee will carry out the tasks described in its application for grant funds and use \$44,050.00 to assist in the reduction of motor vehicle thefts.

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: July 22, 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 termination of employment of: Aquatics – Chris Hubert.

Please confirm the separation of employment of: Annette LaValley, Community Service Officer.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2013 Pavement Management Program, City Project No. 2013-09C – Mill and Overlay

Meeting Date: July 22, 2013
 Item Type: Public Hearing
 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
- Other: Pavement Management Fund, Utility Funds, Special Assessments

PURPOSE/ACTION REQUESTED

Consider a resolution ordering the project, approving plans and specifications, and authorizing advertisement for bids for 2013 Pavement Management Program, City Project No. 2013-09C – Mill and Overlay.

SUMMARY

The project was initiated by the City’s Pavement Management Program (PMP) as approved by the City Council. This project involves a mill and overlay of Conroy Way and Cloman Avenue to include pavement edge milling, street and subgrade corrections, crack repair, bituminous patching, bituminous pavement, miscellaneous curb replacement, pedestrian ramp replacement, utility structure repairs, rain gardens, restoration and appurtenances.

On June 24, 2013, the City Council received the updated feasibility study for City Project No. 2013-09C – Mill and Overlay. In addition, the City Council scheduled a public hearing on July 22, 2013 and authorized the City Engineer to prepare the plans for the project.

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 GoodPointe’s ICON data, and Braun Intertec’s geotechnical borings, ground penetrating radar, and bituminous cores. The Engineering Division has reviewed this information and recommends that Conroy Way and Cloman Avenue be considered for mill and overlay. Reflective cracking of major and minor cracks is anticipated and will be sealed the following year.

The project affects 46 parcels; 44 of which are proposed to be assessed per the Pavement Management Program policy. An independent appraising firm, Metzen Appraisals, performed a benefit analysis. In the report, Metzen Appraisals provided the opinion that the project provides a benefit up to a \$4,000 to each single family parcel that is assessable per policy. The appraisal report is on record and available for viewing at the Engineering Division front desk.

Staff held an information meeting on July 11, 2013. Ten residents attended the meeting. The majority commented they were in favor of the project if the \$4000 cap is approved. Other comments received during the informational meeting were:

- Will 2010-09D drainage assessments for Conroy Way residents be taken into consideration?
- Will driveway access be maintained?
- What is a rain garden?
- How will we address a wide crack?
- There are a couple puddling spots in the road.
- A resident questioned sump pump discharge.
- How much curb is being replaced?
- How long will the repair last?
- What is the term of the assessments?

The total estimated project cost is \$297,044, including construction contingencies, with the assessed portion estimated at \$212,321, per policy, without incorporating the appraiser's benefit analysis. The preliminary assessment roll is attached. Funding sources include the Pavement Management Fund, Utility Funds, and special assessments.

I recommend approval of the attached resolution receiving the ordering the project, approving plans and specifications, and authorizing advertisement for bids for 2013 Pavement Management Program, City Project No. 2013-09C – Mill and Overlay.

TJK/kf

Attachments: Resolution
Assessment Roll
Assessment Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ORDERING IMPROVEMENTS, APPROVING THE PLANS AND
SPECIFICATIONS, AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR 2013 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2013-09C – MILL AND OVERLAY

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 24th of June 2013 called for a public hearing on the proposed improvement project, 2013 Pavement Management Program, City Project No. 2013-09C – Mill and Overlay; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 22nd day of July, 2013, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted July 22, 2013.
2. The project shall be funded from the Pavement Management Fund, Utility Fund, and special assessments.
3. The plans and specifications of City Project No. 2013-09C are hereby approved.
4. The City Engineer is hereby authorized to advertise for bids with respect to City Project No. 2013-09C.
5. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

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

AYES:

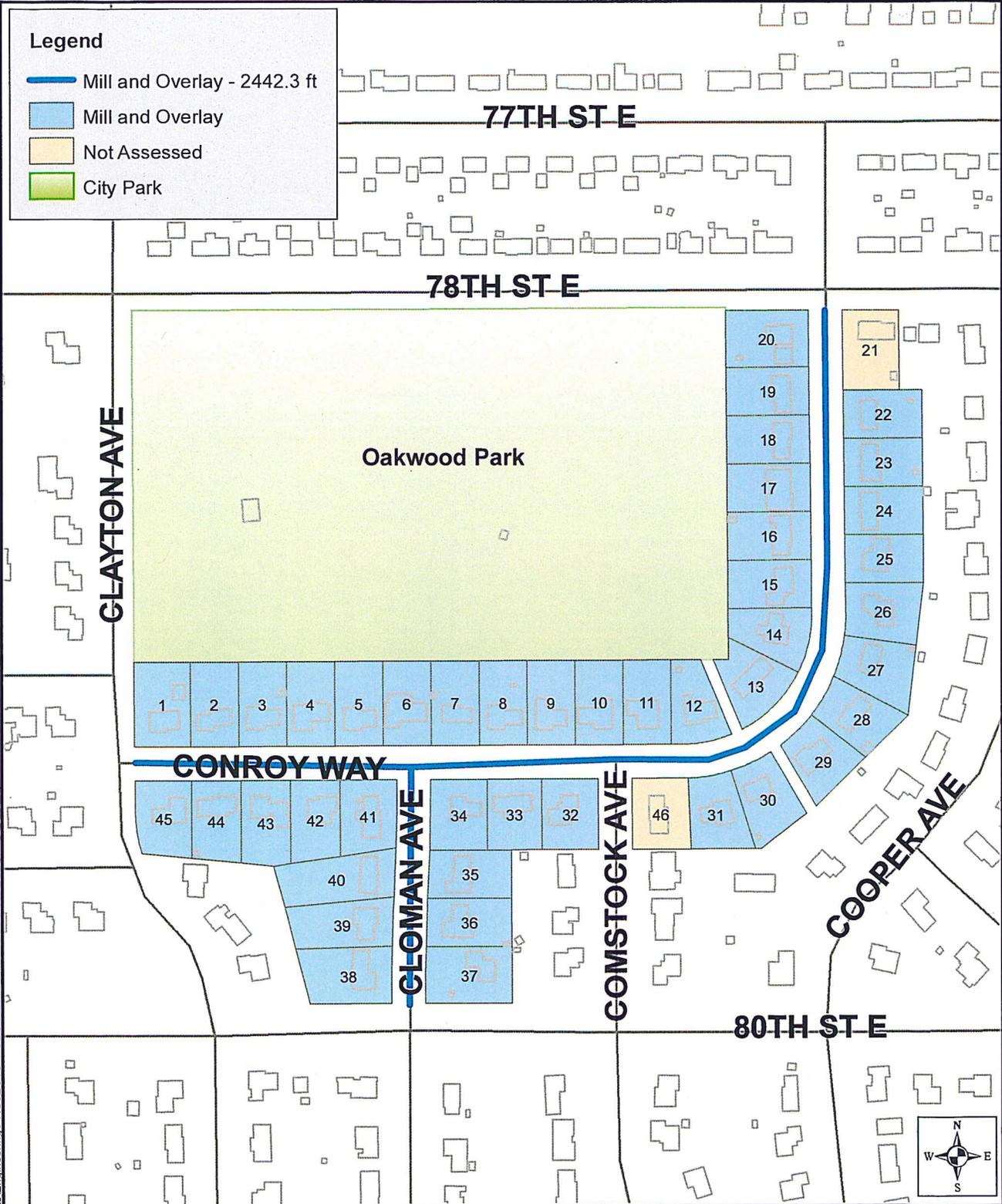
NAYS:

George Tourville, Mayor

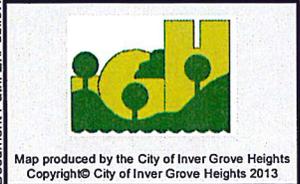
ATTEST:

Melissa Kennedy, Deputy Clerk

EXHIBIT 1



Document Path: Z:\Public\Works\Engineering\PROJECTS_PUBLIC\2013-09C Mill & Overlay\GIS\2013-09C Assessment Map.mxd Date: 6/19/2013 - 10:38:44 AM kfischer



CITY PROJECT NO. 2013-09C
MILL AND OVERLAY

0 250 500 Feet

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 PROJECT NO. 2013-09C MILL AND OVERLAY
PRELIMINARY ASSESSMENT ROLL**

MAP NO	TAX ID	HOUSE NO.	STREET NAME	ASSESSMENT
1	203652106120	7953	CONROY WAY	\$ 4,825.49
2	203652106110	7951	CONROY WAY	\$ 4,825.49
3	203652106100	7949	CONROY WAY	\$ 4,825.49
4	203652106090	7947	CONROY WAY	\$ 4,825.49
5	203652106080	7945	CONROY WAY	\$ 4,825.49
6	203652106070	7943	CONROY WAY	\$ 4,825.49
7	203652106060	7941	CONROY WAY	\$ 4,825.49
8	203652106050	7939	CONROY WAY	\$ 4,825.49
9	203652106040	7935	CONROY WAY	\$ 4,825.49
10	203652106030	7931	CONROY WAY	\$ 4,825.49
11	203652106020	7927	CONROY WAY	\$ 4,825.49
12	203652106010	7915	CONROY WAY	\$ 4,825.49
13	203652107080	7907	CONROY WAY	\$ 4,825.49
14	203652107070	7897	CONROY WAY	\$ 4,825.49
15	203652107060	7885	CONROY WAY	\$ 4,825.49
16	203652107050	7879	CONROY WAY	\$ 4,825.49
17	203652107040	7853	CONROY WAY	\$ 4,825.49
18	203652107030	7835	CONROY WAY	\$ 4,825.49
19	203652107020	7827	CONROY WAY	\$ 4,825.49
20	203652107010	3720	78TH ST E	\$ 4,825.49
21	203652102030	3754	78TH ST E	\$ -
22	203652102040	7830	CONROY WAY E	\$ 4,825.49
23	203652102050	7844	CONROY WAY	\$ 4,825.49
24	203652102060	7868	CONROY WAY	\$ 4,825.49
25	203652102070	7880	CONROY WAY	\$ 4,825.49
26	203652102080	7892	CONROY WAY	\$ 4,825.49
27	203652102090	7900	CONROY WAY	\$ 4,825.49
28	203652102100	7904	CONROY WAY	\$ 4,825.49
29	203652102110	7910	CONROY TRL E	\$ 4,825.49
30	203652103030	7912	CONROY WAY	\$ 4,825.49
31	203652103020	7918	CONROY WAY	\$ 4,825.49
32	203652104010	7932	CONROY WAY	\$ 4,825.49
33	203652104020	7936	CONROY WAY	\$ 4,825.49
34	203652104030	7940	CONROY WAY	\$ 4,825.49
35	203652104040	7974	CLOMAN AVE E	\$ 4,825.49
36	203652104050	7980	CLOMAN AVE E	\$ 4,825.49
37	203652104060	3617	80TH ST E	\$ 4,825.49
38	203652105090	7991	CLOMAN AVE	\$ 4,825.49
39	203652105100	7977	CLOMAN AVE	\$ 4,825.49
40	203652105110	7971	CLOMAN AVE E	\$ 4,825.49
41	203652105010	7961	CLOMAN AVE	\$ 4,825.49
42	203652105020	7944	CONROY WAY	\$ 4,825.49
43	203652105030	7948	CONROY WAY	\$ 4,825.49
44	203652105040	7950	CONROY WAY	\$ 4,825.49
45	203652105050	7952	CONROY WAY	\$ 4,825.49
46	203652103010	7956	COMSTOCK AVE	\$ -
Total:				\$ 212,321.56

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JOE LEXA (DAKOTA COUNTY) - Case No. 13-30PR

Meeting Date: July 22, 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 a Resolution relating to a **Major Site Plan Approval** for an approximate 4,400 square feet of building additions to the Inver Glen Library for property located at 8098 Blaine Avenue.

- Requires 3/5th's vote.
- 60-day deadline: August 13, 2013 (first 60-days)

SUMMARY

The project consists of two 2,200 square foot building additions; one on the west side of the building which would include a new entry addition and meeting room, and the other on the east side which would include meeting and reading rooms. The project also includes the expansion of the parking lot, installation of raingardens, and relocation of utilities.

The proposed request meets the Major Site Plan criteria relating to the Comprehensive Plan and zoning consistency. Access to the site is not changing. Setbacks for the parking lot and building are met. The proposed landscaping exceeds code requirements. Engineering has been working with the applicant on utility, stormwater, and grading requirements. In general, Engineering finds the plans acceptable. There will be the need for an improvement agreement and storm water maintenance agreement that will be presented to Council at a later date.

City Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Major Site Plan.

Planning Commission: Recommended **approval** of the request at their July 16, 2013 meeting with the conditions listed in the attached resolutions (7-0).

Attachments: Site Plan Resolution
Planning Commission Recommendation
Colored Site Plan and Elevation
Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A MAJOR SITE PLAN TO ADD APPROXIMATELY 4,400
SQUARE FEET OF BUILDING ADDITIONS TO THE LIBRARY ALONG WITH OTHER
PROPERTY IMPROVMENTS**

Joe Lexa (Dakota County)
Case No. 13-30PR

WHEREAS, an application has been submitted for property located at 8098 Blaine Avenue and legally described as follows:

**Lots 1, Block 1, Inver Glen Library Addition, according the recorded plat
thereof, Dakota County, Minnesota**

WHEREAS, the request is to approve a Major Site Plan to construct two 2,200 square foot building additions along with other property improvements;

WHEREAS, the aforescribed property is zoned P, Public/Institutional;

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 July 16, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan to construct two 2,200 square foot building additions is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department

Site Demolition Plan	7/8/13
Drainage and Erosion Control Plan	7/8/13
Utility Plan	7/8/13
Paving Plan	7/8/13
Site & Landscape Plan	6/28/13
Exterior Building Elevations	6/17/13

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. Large scale ground mounted mechanical equipment shall be screened from view.
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.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

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

Resolution No. _____

Page 3

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: July 16, 2013
SUBJECT: **JOE LEXA (DAKOTA COUNTY) – CASE NO. 13-30PR**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a major site plan review to add approximately 4,400 square feet of building additions, along with other property improvements, for the property located at 8098 Blaine Avenue. 20 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the project consists of two 2,200 square foot additions; one on the west side of the building which would include a new entry addition and meeting room, and the other on the east side which would include meeting and reading rooms. Staff recommends approval of the request with the conditions listed. Staff has not heard from any of the surrounding property owners.

Opening of Public Hearing

Joe Lexa, Project Manager, Dakota County, 1590 Highway 55, Hastings, stated he was available to answer any questions.

Chair Hark asked if the applicant reviewed and understood the staff recommendations and agreed with the conditions listed in the report.

Mr. Lexa replied in the affirmative.

Melissa Rasmussen, Perkins and Will Architects, displayed color renderings of the proposed site. She advised they were proposing a new entrance on the north side of the building, but would retain the existing entrance on the south as well.

Chair Hark asked when the applicant anticipated project completion.

Mr. Lexa replied the summer of 2014.

Commissioner Elsmore asked if the library would be closed at any point during construction.

Mr. Lexa replied either the entire library would be closed during some periods of construction, or the new addition would be used as a temporary space while the existing library space was renovated.

Chair Hark closed the public hearing.

Recommendation to City Council

July 16, 2013

Page 2

Planning Commission Discussion

Chair Hark advised that he supported the request and felt it was a valuable asset.

Commissioner Klein stated the City fought a long time to get the library and he was pleased to see the proposed expansion.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Maggi, to approve the request for a major site plan review to add approximately 4,400 square feet of building additions, along with other property improvements, for the property located at 8098 Blaine Avenue, with the conditions listed in the report.

Motion carried (7/0). This item goes to the City Council on July 22, 2013.

- Legend**
- EXISTING BUILDING
 - NEW BUILDING
 - EXISTING PAVEMENT
 - NEW PAVEMENT
 - EXISTING SIDEWALK
 - NEW SIDEWALK
 - EXISTING LAWN
 - NEW LAWN
 - NEW RAIN GARDEN
 - EXISTING PLANTINGS
 - NEW PLANTINGS



Project Breakdown

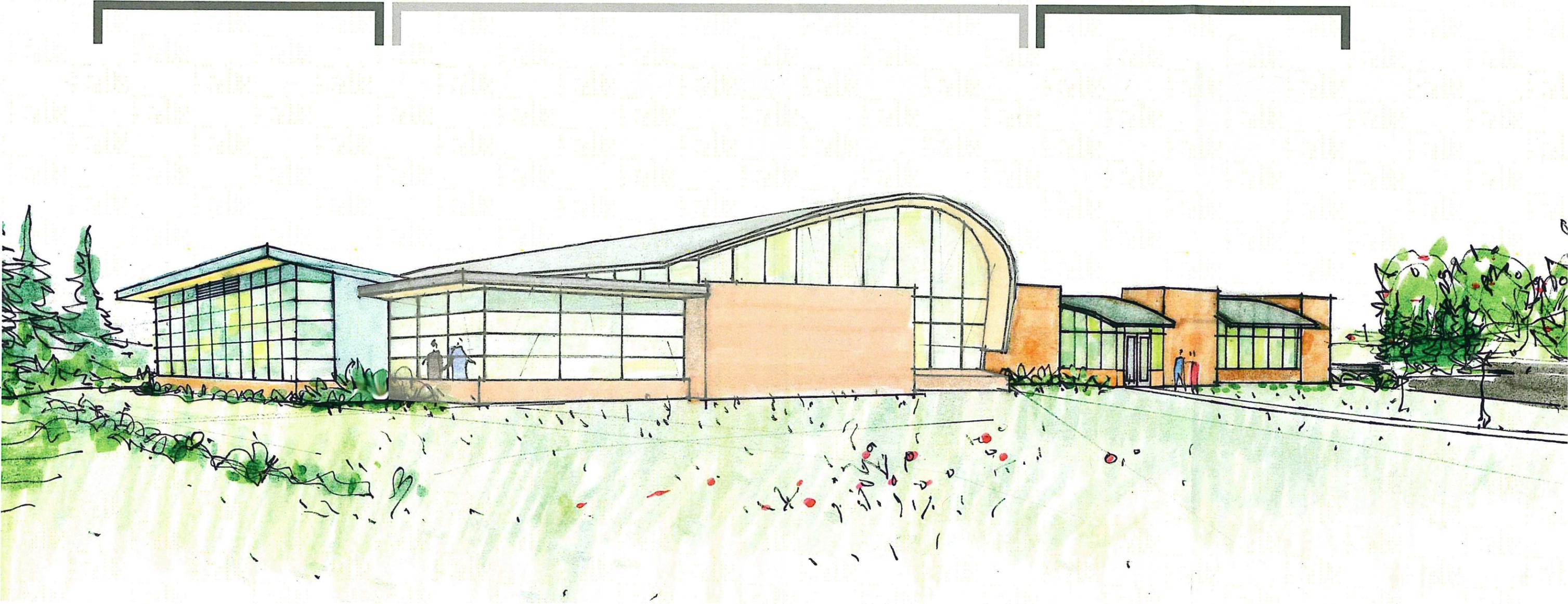
Total Site Area	285,474 sf
Existing Building	12,500 sf
New Additions	4,400 sf
Existing Parking	59
New Parking	86

- Additions**
- New Public Entry
 - Public Meeting Room (West)
 - Collaborative Meeting (East)

Collaborative Meeting
Space Addition

Existing Library

Public Entry and Public Meeting
Room Addition



07/16/13

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

REPORT DATE: July 11, 2013

CASE NO: 13-30PR

HEARING DATE: July 16, 2013

APPLICANT: Joe Lexa, Dakota County

PROPERTY OWNER: Dakota County

REQUEST: Major Site Plan Review

LOCATION: 8098 Blaine Avenue

COMPREHENSIVE PLAN: P, Public/Institutional

ZONING: P, Public/Institutional

REVIEWING DIVISIONS: Planning
 Engineering

PREPARED BY:  Heather Botten
Associate Planner

BACKGROUND

The applicant is proposing to add approximately 4,400 square feet of building additions along with other property improvements. The project consists of two 2,200 square foot additions; one on the west side including a new entry addition and meeting room and the other on the east side including meeting and reading rooms. The other major visual improvement would be additional parking and a loading zone.

The specific request includes the following:

- a. A **Major Site Plan Review** to add approximately 4,400 square feet of building additions to the Inver Glen Library along with other property improvements

EVALUATION OF THE REQUEST

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

North-	Single family; zoned R-1C; guided LDR
East -	Simley High School; zoned P; guided P
Southwest -	College; zoned P; guided P
South and West -	Vacant; zoned P; guided P

SITE PLAN REVIEW

Setback Standards. The building additions are over 100 feet from the closest property line, exceeding setback requirements. The parking lot would be about 14 feet from the side lot line, exceeding setback requirements.

Impervious Surface/Building Coverage. There is no maximum impervious surface requirement for the property. Within the “P” district, the maximum building coverage is 20%. Including the proposed building additions the property would be at approximately 6% building coverage.

Access/Parking. Access to the property is not changing. There is one access point off of Blaine Avenue.

Parking requirements for a library are 10 spaces, plus 1 space for each 300 square feet of floor area in excess of 2,000 square feet of floor area. The library is required to have 59 spaces; 86 stalls are provided, exceeding parking requirements.

Landscaping. Based on the proposed building addition and parking lot expansion the applicants are required to plant the equivalent of seven trees to meet the landscaping requirements. The applicants are proposing to plant nine maple and oak trees, along with nine ornamental trees and some shrubs. The proposed plan meets and exceeds the landscaping requirements.

Exterior Materials. The materials used for the addition would match the existing library building; the proposed brick, aluminum, and precast concrete comply with code requirements.

Lighting. 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.

Screening. The property has large scale ground mounted mechanical equipment that is currently screened from view complying with code requirements.

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.

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 **Major Site Plan Review** for 4,400 square feet of building additions and parking lot expansion subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department

Site Demolition Plan	7/8/13
Drainage and Erosion Control Plan	7/8/13
Utility Plan	7/8/13
Paving Plan	7/8/13
Site & Landscape Plan	6/28/13
Exterior Building Elevations	6/17/13

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. Large scale ground mounted mechanical equipment shall be screened from view.
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 application 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.

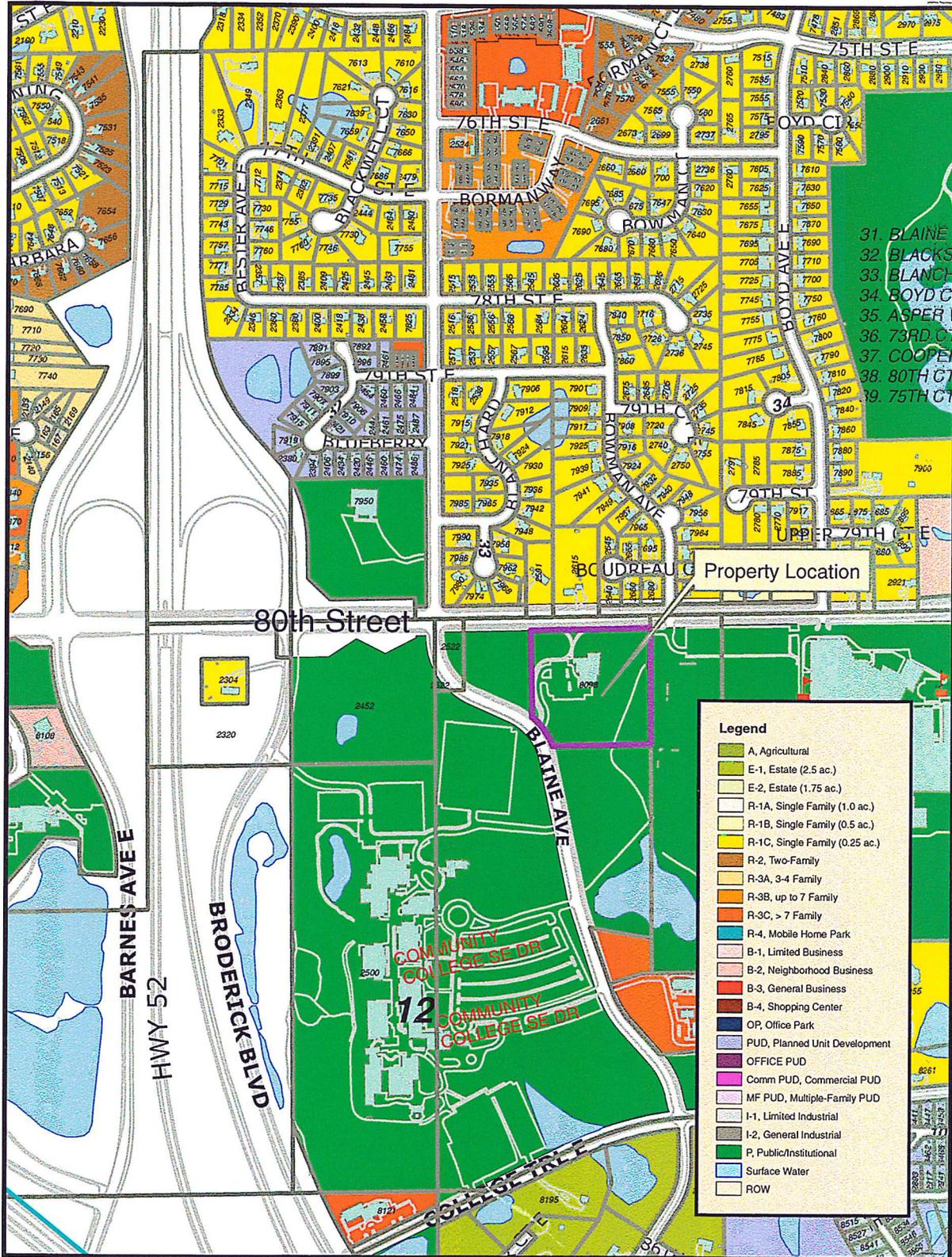
RECOMMENDATION

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

- Attachments:
- a- Zoning and Location Map
 - b- Applicant Narrative
 - c- Grading Plan
 - d- Site Plan/Landscaping
 - e- Elevations



Inver Glen Library 8098 Blaine Avenue



N
Map not to scale

Exhibit A
Zoning and Location map

**Dakota County
Inver Glen Library Renovation and Addition
Project Description**

June 17, 2013

The Inver Glen Library Renovation and Addition project consists of a meeting room and new entry addition to the west, and smaller meeting and reading rooms to the east, both of approximately 2,200 square feet to the existing 12,500 square foot library for an approximate total of 16,900 gross square feet. The project has site improvements to the north, west and south located on the lot measuring 550' x 535' (6.55 acres), with no other buildings located within 100 feet.

Site improvements include a net gain of (27) parking spaces of bituminous pavement material to the existing (59) spaces and an extension of the concrete sidewalk from Blaine Avenue along the west parking. The proposed addition of (1) loading zone painted yellow with a concrete ramp is on the south side of the building. Site grading is proposed at both the northwest and northeast corners of the building.

Utility improvements include the relocation of an existing water main, electrical service, and gas service on the east side of the building, the relocation of the fiber optic lines on the west side of the building and an extension of the storm sewer within the parking lot. The site storm water management includes the construction of (2) rain gardens along with improvements to the existing retention pond.

Landscape improvements are along the west and north of the building consisting of low plantings and trees and include the replacement of trees that have been removed as a result of expanded parking.

The east and west building additions consist of brick base walls with aluminum curtain wall above to match the existing building aesthetic. Over the west addition, a barrel vaulted standing seam metal roof to match the existing metal roof will be added. At the east addition, a low-angled roof rises toward the east, with glazing facing the trees. The west addition and new entry roofs will house mechanical equipment, screened from view by the roof parapet.

COUNTY ROAD NO. 28 (80TH STREET EAST)

FL 92
EIE 9.

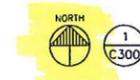
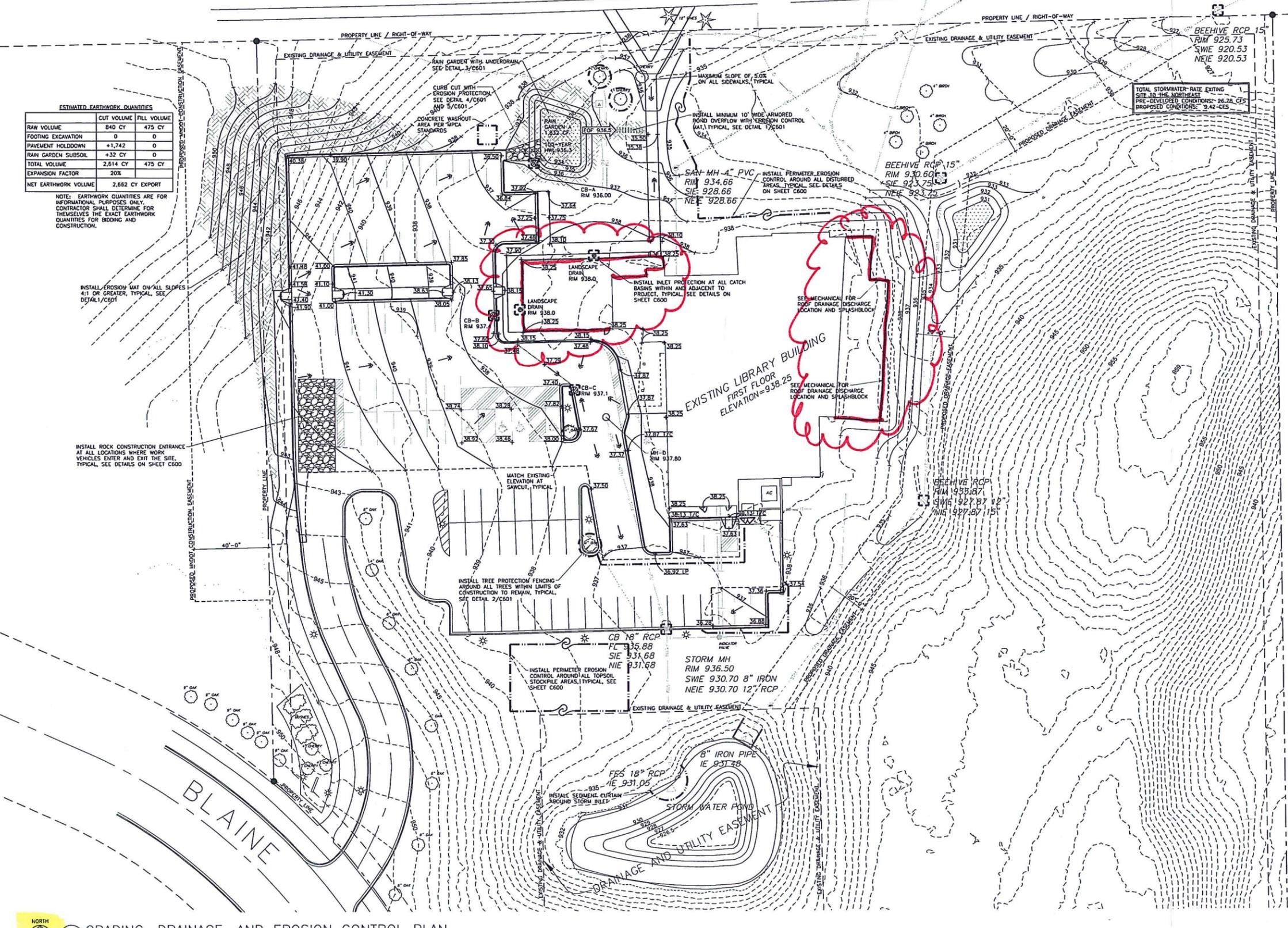
ESTIMATED EARTHWORK QUANTITIES

	CUT VOLUME	FILL VOLUME
RAW VOLUME	840 CY	475 CY
FOOTING EXCAVATION	0	0
PAVEMENT HOLDDOWN	+1,742	0
RAIN GARDEN SUBSOIL	+32	0
TOTAL VOLUME	2,614 CY	475 CY
EXPANSION FACTOR	20%	
NET EARTHWORK VOLUME	2,662 CY EXPORT	

NOTES: EARTHWORK QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL DETERMINE FOR THEMSELVES THE EXACT EARTHWORK QUANTITIES FOR BIDDING AND CONSTRUCTION.

INSTALL EROSION MAT ON ALL SLOPES 4:1 OR GREATER, TYPICAL. SEE DETAIL 1/C601

INSTALL ROCK CONSTRUCTION ENTRANCE AT ALL LOCATIONS WHERE WORK VEHICLES ENTER AND EXIT THE SITE. TYPICAL. SEE DETAILS ON SHEET C600



GRADING, DRAINAGE, AND EROSION CONTROL PLAN

1"=20'

PERKINS + WILL

84 10th St. So. N
Suite 200
Minneapolis, MN 55402
1612.261.5000
1612.851.5001
www.perkinswill.com

Inver Glen Library

DAKOTA COUNTY

8098 Blaine Ave
Inver Grove Heights, MN
55076

STRUCTURAL ENGINEERS
BKBM ENGINEERS
5900 Brooklyn Blvd
Minneapolis, MN 55429
1763-843-0420
1763-843-0421

MEDICAL & ELECTRICAL ENGINEERS
LKPB ENGINEERS
1930 West County Road 52, Ste 320
Stable Park, MN 55113
1651-633-1223
1651-633-1255

CIVIL ENGINEERS
PIERCE FINI & ASSOCIATES
2226 Central Avenue NE, Ste 222
Blaine, MN 55425
1763-537-1311
1763-537-1354

BP02
SITE IMPROVEMENTS
JULY 8, 2013

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.

Kevin Gardner
License Number _____ Date _____

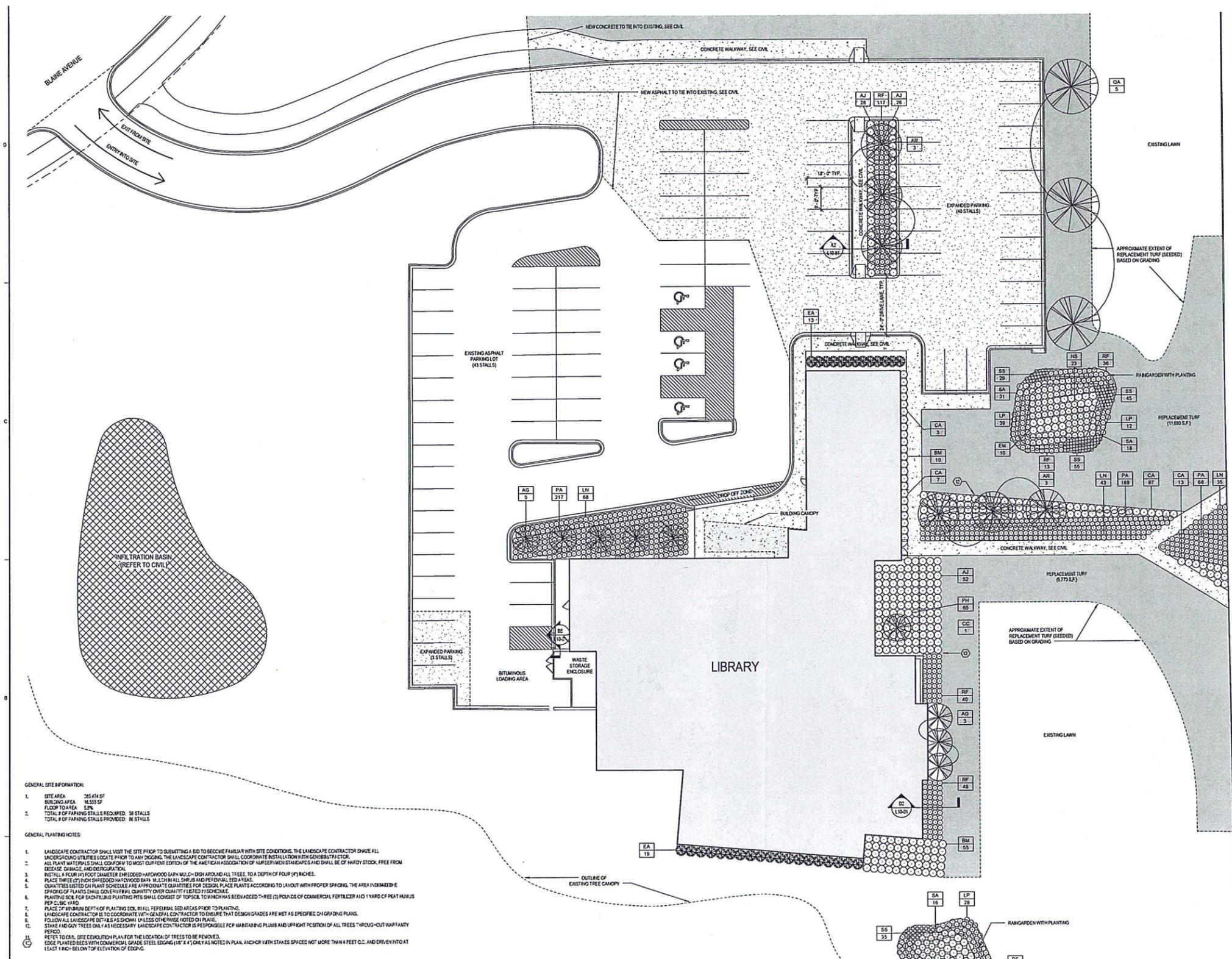
Revisions

NO	ISSUE	DATE
Sheet Information		
Date	JULY 8, 2013	
Job Number	13-019	
Drawn	AA	
Checked	KC	
Approved	KG	
Title		

GRADING, DRAINAGE, AND EROSION CONTROL PLAN

Sheet
C300

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LANDSCAPE LEGEND

	TURF
	CONCRETE
	BITUMINOUS PAVING
	PAINTED ASPHALT

PERKINS + WILL

84 10th St. South
Suite 200
Minneapolis, MN 55403
1612 851 5000
1612 851 5001
www.perkinswill.com

Inver Glen Library

DAKOTA COUNTY
8098 Blaine Ave
Inver Grove Heights, MN 55076

STRUCTURAL ENGINEER:
BKM ENGINEERS
5830 Brooklyn Blvd
Minneapolis, MN 55405
1763-843-0400
1763-843-0411

MECHANICAL & ELECTRICAL ENGINEER:
LKPB ENGINEERS
1925 West County Road 52, Ste 300
St Paul, MN 55113
1651-653-1223
1651-653-1355

CIVIL ENGINEER:
PIERCE PAIN & ASSOCIATES
9256 Central Avenue NE, Ste 202
Blaine, MN 55425
1763-331-3311
1763-337-1354

MAJOR SITE REVIEW
JUNE 17, 2013

Revisions

GENERAL SITE INFORMATION:

1. SITE AREA: 285,474 SF
BUILDING AREA: 16,555 SF
FLOOR TO AREA: 5.7%
2. TOTAL # OF PARKING STALLS REQUIRED: 58 STALLS
TOTAL # OF PARKING STALLS PROVIDED: 86 STALLS

GENERAL PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING A BID TO BECOME FAMILIAR WITH SITE CONDITIONS. THE LANDSCAPE CONTRACTOR SHALL UNDERSTAND UTILITIES LOCATIONS PRIOR TO ANY GRADING. THE LANDSCAPE CONTRACTOR SHALL COORDINATE INSTALLATION WITH GOVERNMENT AGENCIES. ALL PLANT MATERIALS SHALL COMPLY WITH MOST CURRENT EDITION OF THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE, AND DEFOLIATION.
2. INSTALL A FOUR (4) FOOT DIAMETER EMBEDDED HARDWOOD DARK MULCH DISH AROUND ALL TREES, TO A DEPTH OF FOUR (4) INCHES.
3. PLACE THREE (3) INCH SHREDED HARDWOOD BARK MULCH WITHIN ALL SHRUB AND PERENNIAL BED AREAS.
4. QUANTITIES LISTED ON PLANT SCHEDULES ARE APPROXIMATE QUANTITIES FOR DESIGN PLANT PLACEMENTS. THE AREA IN QUARANTEER SPACING OF PLANTS SHALL COVER EQUAL QUANTITY OVER QUANTITY LISTED IN SCHEDULE.
5. PLANTING SOIL FOR SPACED PLANTING SETS SHALL CONSIST OF TOPSOIL TO WHICH HAS BEEN ADDED 75-100 POUNDS OF COMMERICAL FERTILIZER AND 1/2 YARD OF PEAT MOSS PER 2,500 SQ. YD.
6. PLACE 2" MINIMUM DEPTH OF PLANTING SOIL IN ALL FEDERAL BED AREAS PRIOR TO PLANTING.
7. LANDSCAPE CONTRACTOR IS TO COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THAT DESIGN GRADES ARE MET AS SPECIFIC ON GRADING PLANS.
8. FOLLOW ALL LANDSCAPE DETAILS AS SHOWN UNLESS OTHERWISE NOTED ON PLANS.
9. STAKE AND GUY TREES ONLY AS NECESSARY. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMB AND UPRIGHT POSITION OF ALL TREES THROUGHOUT WARRANTY PERIOD.
10. REFER TO CIVIL SITE EDITIONS FOR THE LOCATION OF TREES TO BE REMOVED.
11. EDGE PLANTED TREES WITH COMMERCIAL GRADE STEEL EDGING (10" X 4") ON 1'S AS NOTED IN PLAN. ANCHOR WITH STAKES SPACED NOT MORE THAN 4 FEET O.C. AND DRIVEN INTO AT LEAST 1 INCH BELOW TOP ELEVATION OF EDGING.

TREE SCHEDULE				
Key	Qty.	Common Name	Scientific Name	Description
AG 8		Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	6' Clump BB Plant as Shown
AR 6		Red Maple	Acer rubrum 'Autumn Radiance'	2.5" BB Plant as Shown
CC 1		Redbud	Cercis canadensis	1.75" BB Plant as Shown
DA 3		White Oak	Quercus alba	2.5" BB Plant as Shown

SHRUB SCHEDULE				
Key	Qty.	Common Name	Scientific Name	Description
EA 32		Burning Bush	Euonymus alatus 'Compactus'	#2 Cont. Plant As Shown

PERENNIAL SCHEDULE				
Key	Qty.	Common Name	Scientific Name	Description
AJ 94		Bugleweed	Ajuga reptans 'Bronze Beauty'	4" Cont. Plant 18" O.C.
BM 65		Quaking Grass	Briza Media	#1 Cont. Plant 18" O.C.
CA 122		Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	#2 Cont. Plant 36" O.C.
EM 34		Indian Grass	Eupatorium maculatum	#1 Cont. Plant 30" O.C.
LN 149		Creeping Jenny	Lysimachia nummularia 'Aurea'	#1 Cont. Plant 24" O.C.
LP 111		Prairie Blazing Star	Liatris pycnostachya	#1 Cont. Plant 2" O.C.
NS 50		Indian Grass	Sorghastrum nutans	#1 Cont. Plant 30" O.C.
PA 472		Russian Sage	Perovskia atriplicifolia 'Little Spire'	#1 Cont. Plant 24" O.C.
PH 61		Ribbon Grass	Phalaris arundinacea 'Feesey Form'	#1/7 Cont. Plant 36" O.C.
RF 266		Black Eyed Susan	Rudbeckia fulgida var fulgida	#1 Cont. Plant 12" O.C.
SA 79		New England Aster	Symphoricarpon novae-angliae	#1 Cont. Plant 30" O.C.
SS 233		Little Blue Stem	Scizachyrium scoparium	#1 Cont. Plant 15" O.C.

NO.	ISSUE	DATE
Sheet Information		
Date	JUNE 28, 2013	
Job Number	051429.003	
Drawn	BS	
Checked	BS	
Approved	Approver	
	Title	

SITE AND LANDSCAPE PLAN

Sheet
L01-01
MAJOR SITE REVIEW
JUNE 17, 2013
NOT FOR CONSTRUCTION
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**MAJOR
SITE
REVIEW**
JUNE 17, 2013

Revisions

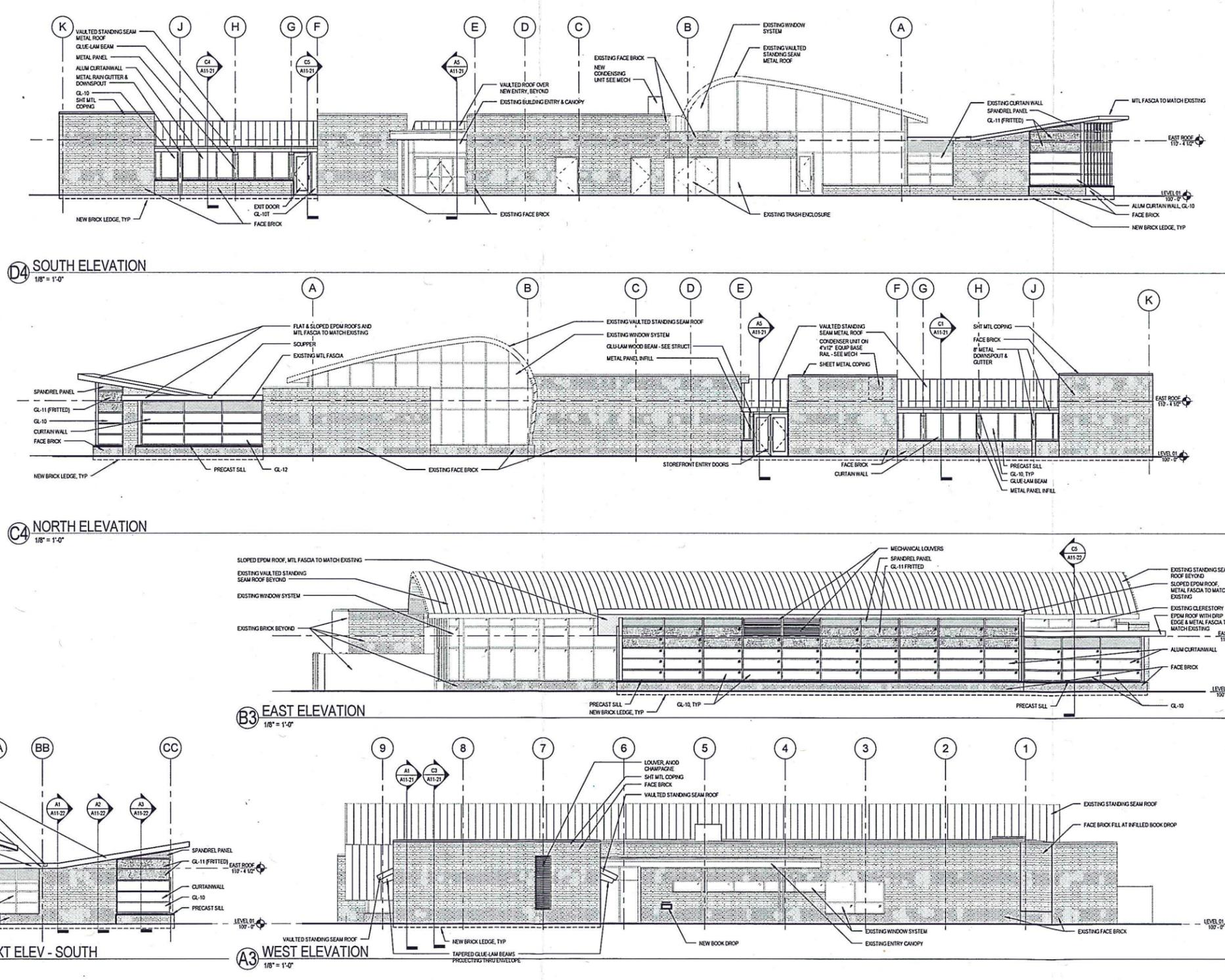
NO.	ISSUE	DATE
Sheet Information		
Date	JUNE 6, 2013	
Job Number	021429-003	
Drawn	MR	
Checked	PI	
Approved	PI	
Title		

**EXTERIOR
BUILDING
ELEVATIONS**

Sheet

A11-01
MAJOR SITE REVIEW
JUNE 17, 2013
NOT FOR CONSTRUCTION

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6/13/2013 12:14:08 PM
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BEVERLY ANDERSON - Case No. 13-25W

Meeting Date: July 22, 2013
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: 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 a resolution relating to a **Waiver of Plat** for the property located at 7070 Bester Avenue:

- Requires 3/5th's vote.
- 60-day deadline: August 2, 2013 (first 60-days)

SUMMARY

The waiver of plat consists of dividing a one acre parcel into two separate single-family parcels. Parcel A, consisting of the existing home would be .6 acres in size and parcel B would be .4 acres in size. Both lots meet the minimum lot size and width standards. Park dedication would be required for the one new lot.

The property is currently hooked up to city services. The existing sewer service is located along the southern part of the property, this would have to be disconnected and a new service provided to the existing home. The new lot would have access to the existing service.

City Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Waiver of Plat.

Planning Commission: Recommended **approval** of the request at their July 2, 2013 meeting with the conditions listed in the attached resolution (8-0).

Attachments: Waiver of Plat Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A WAIVER OF PLAT TO DIVIDE THE ONE ACRE PARCEL
INTO TWO SEPARATE PARCELS**

**CASE NO. 13-25W
(Beverly Anderson)**

WHEREAS, a Waiver of Plat application has been submitted to the City for property legally described as follows:

SEE EXHIBIT A

WHEREAS, a public hearing concerning the Waiver of Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on July 2, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Waiver of Plat is hereby approved subject to the following conditions:

1. The waiver of plat shall be in substantial conformance with the plans on file with the Planning Department date stamped July 2, 2013 except as may be modified by the conditions below.
2. Park dedication shall be a cash contribution for one lot of \$4,011 to be paid at time of the release of the waiver of plat resolution.
3. An agreement dedicating drainage and utility easements around both Parcels A and B as noted in the Engineer's review memo dated June 26, 2013 shall be prepared by the City Attorney and executed applicant.

4. A Custom Grading Agreement shall be prepared by the City Attorney and executed by both the City and future property owner of Parcel B prior to issuance of a building permit.
5. Prior to site disturbance of Parcel B, a storm water management plan approved by the City Engineer is necessary to protect adjacent and downstream properties from adverse impacts.
6. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this resolution at the Dakota County Recorder's Office.

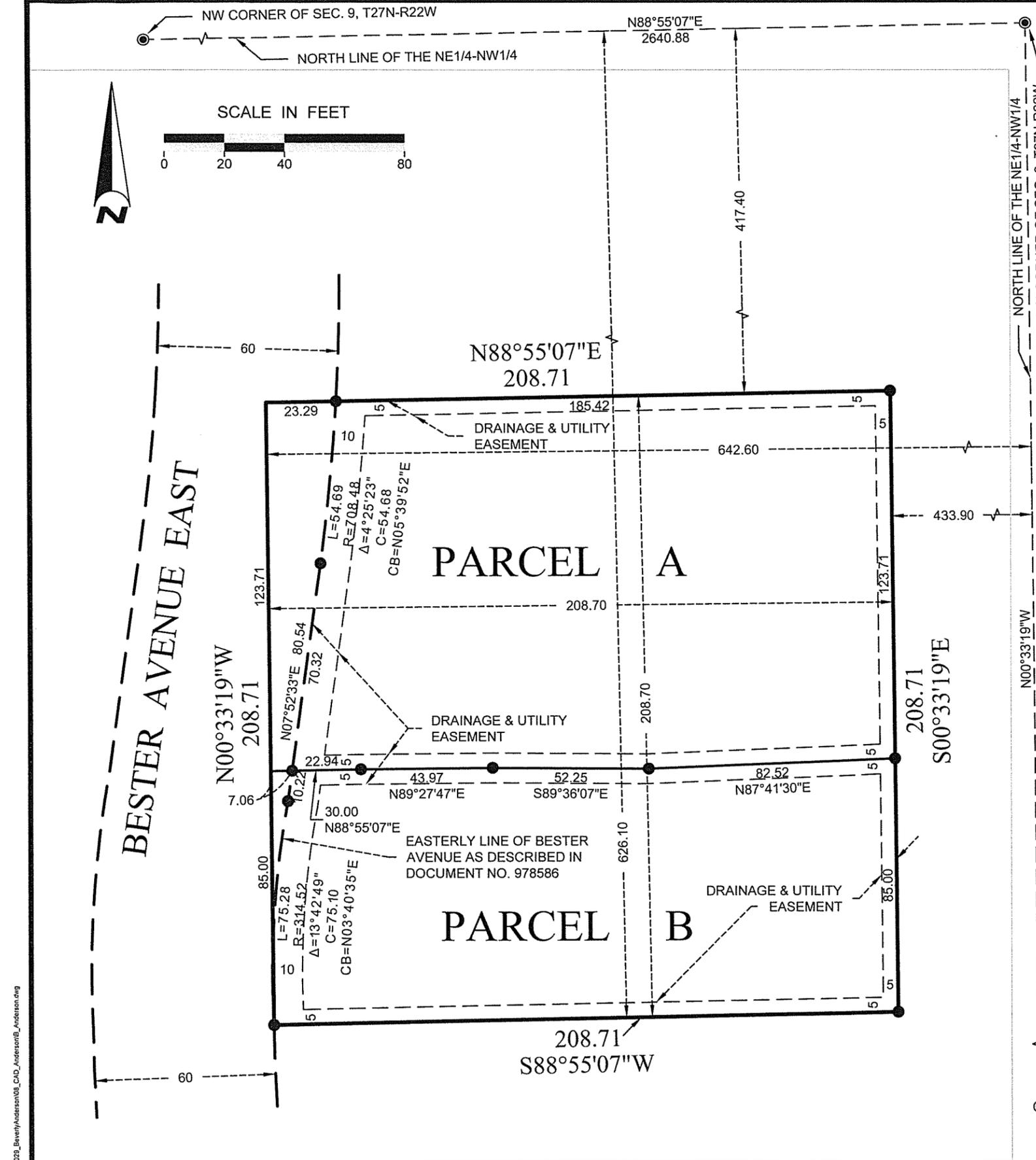
Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2013.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk



EXISTING DESCRIPTION:
 The West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter, of Section 9, Township 27 North, Range 22 West, according to the government survey thereof.

PROPOSED DESCRIPTION FOR PARCEL A:
 That part of the West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter of Section 9, Township 27 North, Range 22 West, lying northerly of the following described line: Commencing at the southwest corner of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 33 minutes 19 seconds West, assumed bearing, along the west line thereof, a distance of 85.00 feet, to the point of beginning of the line to be described; thence North 88 degrees 55 minutes 07 seconds East, a distance of 30.00 feet; thence North 89 degrees 27 minutes 47 seconds East, a distance of 43.97 feet; thence South 89 degrees 36 minutes 07 seconds East, a distance of 52.25 feet; thence North 87 degrees 41 minutes 30 seconds East, a distance of 82.52 feet to the east line of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet; said line there terminating. Subject to a road easement for Bester Avenue, per document number 978586, and all other easements of record, if any.

PROPOSED DESCRIPTION FOR PARCEL B:
 That part of the West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter of Section 9, Township 27 North, Range 22 West, lying southerly of the following described line: Commencing at the southwest corner of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 33 minutes 19 seconds West, assumed bearing, along the west line thereof, a distance of 85.00 feet, to the point of beginning of the line to be described; thence North 88 degrees 55 minutes 07 seconds East, a distance of 30.00 feet; thence North 89 degrees 27 minutes 47 seconds East, a distance of 43.97 feet; thence South 89 degrees 36 minutes 07 seconds East, a distance of 52.25 feet; thence North 87 degrees 41 minutes 30 seconds East, a distance of 82.52 feet to the east line of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet; said line there terminating. Subject to a road easement for Bester Avenue, per document number 978586, and all other easements of record, if any.

PROPOSED EASEMENT DESCRIPTION:
 The West 5.00 feet of the East 438.90 feet of the South 208.70 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter of Section 9, Township 27 North, Range 22 West, Dakota County, Minnesota.

Also, the South 5.00 feet of the North 422.40 feet of the West 208.70 feet of the East 642.60 feet of said Northeast Quarter of the Northwest Quarter lying easterly of the easterly line of Bester Avenue as described in Document No. 978586, on file and of record in the Office of the County Recorder, Dakota County, Minnesota.

Also, the South 5.00 feet of the North 626.10 feet of said West 208.70 feet of the East 642.60 feet of said Northeast Quarter of the Northwest Quarter lying easterly of the easterly line of Bester Avenue as described in Document No. 978586, on file and of record in the Office of the County Recorder, Dakota County, Minnesota.

Also, that part of the South 208.70 feet of the North 626.10 feet of said Northeast Quarter of the Northwest Quarter being a 10.00 foot wide strip of land adjoining and lying easterly of the said easterly line of Bester Avenue.

Also, a 10.00 foot wide strip of land over that part of said West 208.70 feet of the East 642.60 feet of Northeast Quarter of the Northwest Quarter lying easterly of said easterly line of Bester Avenue and lying 5.00 feet each side of the following described center line:

Commencing at the southwest corner of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 33 minutes 19 seconds West, assumed bearing, along the west line thereof, a distance of 85.00 feet, to the point of beginning of the center line to be described; thence North 88 degrees 55 minutes 07 seconds East 30.00 feet; thence North 89 degrees 27 minutes 47 seconds East 43.97 feet; thence South 89 degrees 36 minutes 07 seconds East 52.25 feet; thence North 87 degrees 41 minutes 30 seconds East 82.52 feet to the east line of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet; said line there terminate.

SURVEYOR'S NOTE:
 THE BOUNDARY INFORMATION AND PARCEL DESCRIPTIONS SHOWN HEREON IS BASED ON A SURVEY FOR SHERWIN N. & BEVERLY A. ANDERSON PERFORMED BY DELMAR H. SCHWANZ LAND SURVEYORS, INC. DATE 12/18/2006. NO FIELD WORK WAS PERFORMED TO VERIFY SAID SURVEY.

6			
5			
4			
3			
2			
1			
NO	DATE	BY	REVISION

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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Delmar H. Schwanz
 DELMAR H. SCHWANZ
 DATE: 06/XX/2013 LICENSE # 9294

DESIGN BY JFD
 DRAWN BY DLD

DWYER & ASSOCIATES, INC.
 Land Surveyors
 P.O. BOX 233
 HASTINGS, MN 55033
 (651) 398-7808

BEVERLY A. ANDERSON
 7070 BESTER AVENUE EAST
 INVER GROVE HEIGHTS, MN
 55076-2300

PROPOSED DRAINAGE & UTILITY EASEMENTS

DESCRIPTION SKETCH

SHEET 01 OF 01 SHEETS

Plot Date: 06/26/2013
 Drawing Name: X:\0117_Dwyer\029_BeverlyAnderson\08_CAD_AndersonB_Anderson.dwg
 Xrefs:

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: July 2, 2013
SUBJECT: **BEVERLY ANDERSON – CASE NO. 13-25W**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a waiver of plat to subdivide the property located at 7070 Bester Avenue into two lots. 7 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 R-1C and currently has one single family home with a detached garage on it. The waiver of plat consists of dividing the one acre parcel into two separate parcels. Parcel A, consisting of the existing home, would be .60 acres in size and 124 feet in width, and Parcel B would be .40 acres in size and 85 feet in width. Staff recommends approval of the request with the six conditions listed in Alternative A. Ms. Botten advised that staff had not heard from any of the abutting property owners.

Chair Hark asked what the lot width was of the three abutting properties to the east.

Ms. Botten replied they appeared to be approximately 85 feet wide.

Commissioner Maggi asked if the proposed lots complied with the setback standards.

Ms. Botten replied in the affirmative, stating Parcel A also complied with the impervious surface maximum.

Commissioner Gooch asked for clarification of the proposed sewer lines.

Ms. Botten replied that the proposed parcels would connect to the existing sewer line running down Bester Avenue.

Opening of Public Hearing

Beverly Anderson, 7070 Bester Avenue, stated she was available to answer any questions.

Chair Hark asked the applicant if she understood the staff recommendations and agreed with the conditions listed in the report.

Ms. Anderson replied in the affirmative.

At Commissioner Simon's request, Ms. Anderson pointed out the current location of the drainfield, well and septic.

Recommendation to City Council

July 2, 2013

Page 2

Chair Hark closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Klein, second by Commissioner Wippermann, to approve the request for a waiver of plat to subdivide the property located at 7070 Bester Avenue into two lots.

Motion carried (8/0). This item goes to the City Council on July 22, 2013.

Engineering. The Engineering Department has reviewed the waiver of plat. The applicant's property is currently hooked up to city services. The owner shall abandon the existing connection that runs along the southern part of the property and construct a new sewer service for the existing home. The new lot can utilize the existing southern service connection. The applicant shall comply with the code requirements relating to the capping and abandoning the old well and septic system. Parcel B will require a custom grade agreement when a house is built between the City and property owner, this will include a storm water management plan. Engineering is requesting standard drainage and utility easement around the two proposed parcels; these easements will have to be done by document prepared by the applicant.

ALTERNATIVES

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

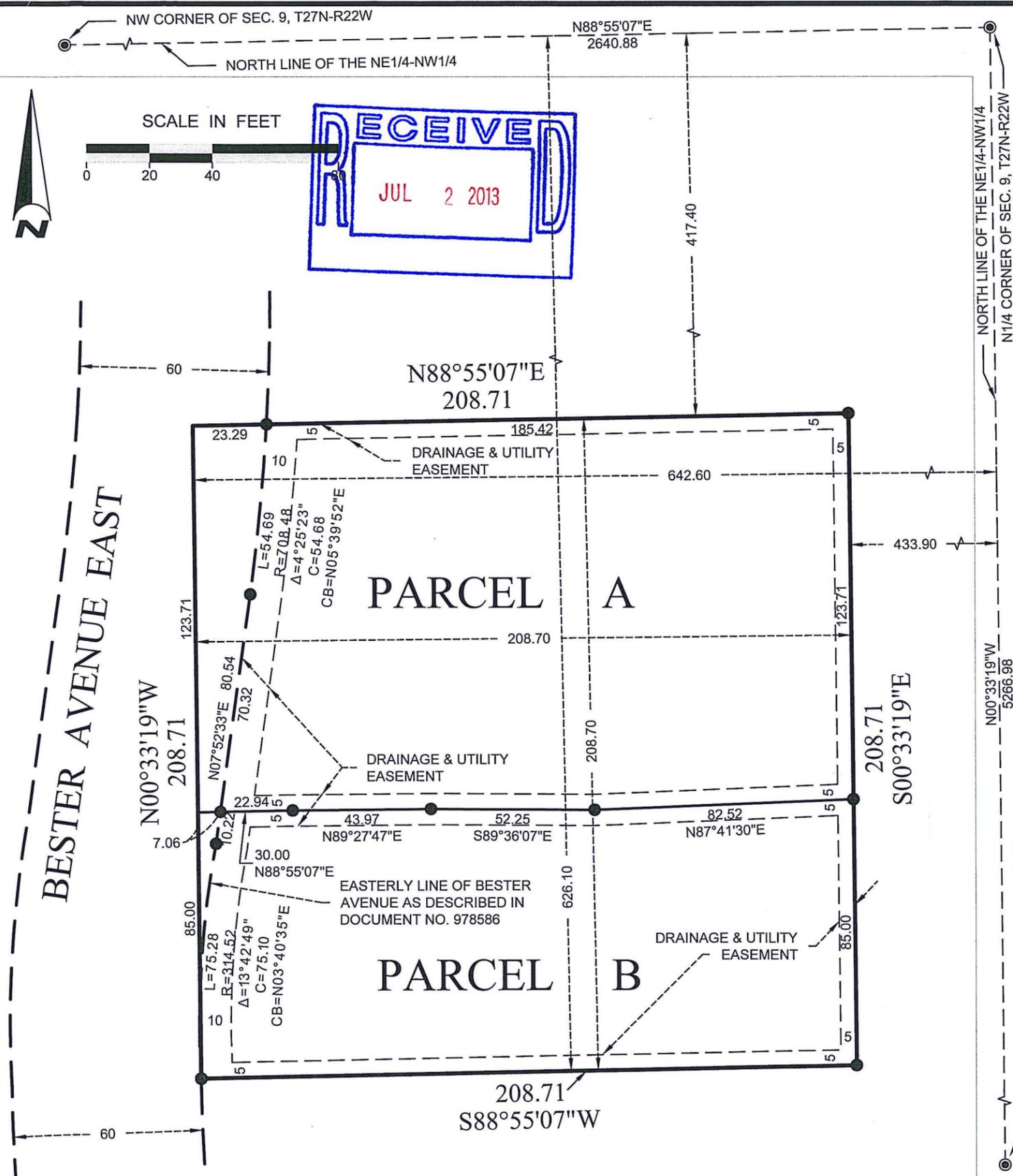
- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be recommended for approval:
- Approval of the **Waiver of Plat** for the two lot single family lot split subject to the following conditions:
 1. The waiver of plat shall be in substantial conformance with the plans on file with the Planning Department dated December 18, 2006 except as may be modified by the conditions below.
 2. Park dedication shall be a cash contribution for one lot of \$4,011 to be paid at time of the release of the waiver of plat resolution.
 3. The applicant shall draft an agreement dedicating drainage and utility easements around both Parcels A and B as noted in the Engineer's review memo dated June 26, 2013.
 4. A Custom Grading Agreement shall be prepared by the City Attorney and executed by both the City and future property owner of Parcel B prior to issuance of a building permit.
 5. Prior to site disturbance of Parcel B, a storm water management plan approved by the City Engineer is necessary to protect adjacent and downstream properties from adverse impacts.
 6. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

RECOMMENDATION

The Planning Division recommends approval of the waiver of plat subject to the conditions listed in Alternative A.

Attachments: Exhibit A - Location Map
 Exhibit B – Survey



EXISTING DESCRIPTION:

The West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter, of Section 9, Township 27 North, Range 22 West, according to the government survey thereof.

PROPOSED DESCRIPTION FOR PARCEL A:

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PROPOSED DESCRIPTION FOR PARCEL B:

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PROPOSED EASEMENT DESCRIPTION:

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Also, the South 5.00 feet of the North 422.40 feet of the West 208.70 feet of the East 642.60 feet of said Northeast Quarter of the Northwest Quarter lying easterly of the easterly line of Bester Avenue as described in Document No. 978586, on file and of record in the Office of the County Recorder, Dakota County, Minnesota.

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Commencing at the southwest corner of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 33 minutes 19 seconds West, assumed bearing, along the west line thereof, a distance of 85.00 feet, to the point of beginning of the center line to be described; thence North 88 degrees 55 minutes 07 seconds East 30.00 feet; thence North 89 degrees 27 minutes 47 seconds East 43.97 feet; thence South 89 degrees 36 minutes 07 seconds East 52.25 feet; thence North 87 degrees 41 minutes 30 seconds East 82.52 feet to the east line of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet; said line there terminate.

SURVEYOR'S NOTE:

THE BOUNDARY INFORMATION AND PARCEL DESCRIPTIONS SHOWN HEREON IS BASED ON A SURVEY FOR SHERWIN N. & BEVERLY A. ANDERSON PERFORMED BY DELMAR H. SCHWANZ LAND SURVEYORS, INC. DATE 12/18/2006. NO FIELD WORK WAS PERFORMED TO VERIFY SAID SURVEY.

Plot Date: 06/26/2013
Drawing name: X:\0117_Dwyer\029_BeverlyAnderson09_CAD_AndersonB_Anderson.dwg
User: jfd

6			
5			
4			
3			
2			
1			
NO	DATE	BY	REVISION

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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

John F. Dwyer
JOHN F. DWYER
DATE: 06/XX/2013 LICENSE # 9294

DESIGN BY JFD
DRAWN BY DLD

DWYER & ASSOCIATES, INC.
Land Surveyors
P.O. BOX 233
HASTINGS, MN 55033
(651) 398-7808



BEVERLY A. ANDERSON
7070 BESTER AVENUE EAST
INVER GROVE HEIGHTS, MN
55076-2300

PROPOSED DRAINAGE & UTILITY EASEMENTS

DESCRIPTION SKETCH

SHEET 01 OF 01 SHEETS

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERISH – Case No. 13-31V

Meeting Date: July 22, 2013
 Item Type: Regular
 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

Consider a Resolution relating to a **Variance** to allow a 12 foot front yard setback for a deck and handicap ramp for property located at 3160 71st Street.

- Requires a 3/5ths vote.
- 60-day deadline: August 17, 2013 (first 60-days)

SUMMARY

The applicant is requesting a 12 foot variance to allow a deck and ramp addition to be located 12 feet from the front property line whereas 24 feet is the required setback. The proposed deck would be 19' wide and 10'6" deep with a 4' wheelchair ramp coming down to the driveway. The applicant's home was built prior to the City's first zoning ordinance and is setback 27 feet from the front lot line whereas 30 feet is the minimum setback. The code allows an uncovered deck, landing, and ramp to be 24 feet from the front property line (six foot encroachment). Therefore, looking at the size of the proposed deck it extends beyond what was envisioned when the code was amended to allow open decks or ramps on houses to encroach in the front yard setback.

Variances may be granted when the applicant for the variance establishes there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

One of the functions of setback requirements is to maintain consistency of structure placement from street and neighboring views. The proposed deck would be one of the only front yard encroachments along 71st Street. Staff believes the conditions of the property are not so limiting that the property could not be used in a reasonable manner without the 12 foot variance. Staff would support a six foot deck encroachment along with a four foot ramp which is similar to what was envisioned for other front yard encroachments.

Planning Staff: Staff believes the variance request is a significant request and the applicant has not identified practical difficulties to comply with the ordinance as a smaller deck could be constructed and still meet building code requirements. Based on the information provided staff recommends denial of the 12' setback variance with the findings listed in the attached resolution. Staff would support a 17' setback (seven foot variance) which would allow for a six foot deck encroachment along with a four foot wide ramp.

Planning Commission: At the July 16, 2013 public hearing the Planning Commission recommended denial of the proposed request (5-2). The Commission would support a seven foot variance allowing a 17' front yard setback.

Attachments: Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO ALLOW A DECK AND RAMP 12 FEET
FROM THE FRONT PROPERTY LINE WHEREAS 24 FEET IS REQUIRED**

**CASE NO. 13-31V
Patricia Perish**

Property located at 3160 – 71st Street and legally described as follows:

**Lot 9, Block 2, South Grove No. 8, according to the recorded plat, Dakota County,
Minnesota**

WHEREAS, an application has been received for a Variance to allow a deck and ramp 12 feet from the front property line whereas 24 feet is the required setback for certain front yard encroachments;

WHEREAS, the afore described property is zoned R-1C, Single Family Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on July 16, 2013 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the 12 foot variance.
2. Approval of the setback variance could set a precedent for other front yard encroachments.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting such a large variance; the proposed deck is larger than the minimum requirements for a front landing and handicap ramp.
4. Approval of the 10 foot deck along with a four foot ramp in the front yard could alter the character of the neighborhood.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a deck and ramp 12 feet from the front property line is hereby denied.

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 ____ day of _____, 2013.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Kennedy, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: July 16, 2013
SUBJECT: **PATRICIA PERISH - CASE NO. 13-31V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow a 12 foot front yard setback for a deck and handicap ramp addition whereas 24 feet is required, for the property located at 3160 – 71st Street. 5 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She stated the applicant is requesting a 12 foot variance to allow a deck and ramp addition to be located 12 feet from the front property line whereas 24 feet is the required setback. The proposed deck would be 19' wide and 10'6" deep with a 4' wheelchair ramp coming down to the driveway. The applicant's home was built prior to the City's first zoning ordinance and is setback 27 feet from the front lot line whereas 30 feet is the minimum setback. The code allows an uncovered deck, landing, and handicapped access ramp to be 24 feet from the front property line. For the reasons listed in Alternative B in the report, staff recommends denial of the request as proposed. Staff would, however, support a 17 foot setback from the front lot line which would allow a six foot uncovered deck along with the four foot wide proposed ramp with the condition listed in Alternative A. Staff heard from only one neighbor who was inquiring as to the details of the request and expressed no objections to what was being proposed.

Chair Hark asked Ms. Botten to clarify staff's alternative for a 17 foot setback.

Ms. Botten advised staff would support a six foot wide deck rather than the proposed 10'6" deck being proposed with a four foot ramp along the front.

Chair Hark asked if the only change would be the dimensions of the deck.

Ms. Botten replied in the affirmative.

Opening of Public Hearing

Terry Johnson, 847 – 1st Avenue S, South St. Paul, representing the homeowners, stated that reducing the deck to six feet would change the ramp as it would no longer have the necessary 1:12 slope. Additionally, more than six feet was necessary in order to build the proposed steps for accessibility for the mailman, neighbors, etc. He stated a six foot deck would not be wide enough to allow for maneuverability of a wheelchair, in addition to the three foot door swing coming out of the house. He noted that the inspector may request an additional landing, which would result in an even greater distance being needed. He advised that the homeowner is a business owner in the community who had a stroke in December. He has been having difficulty

navigating the stairs and is looking for future wheelchair access and to be able to have enough room to enjoy the deck; this would require a minimum depth of 10'6".

Commissioner Klein asked staff to respond to Mr. Johnson's statements.

Ms. Botten replied that the Chief Building Official stated that a six foot deck and four foot ramp would meet building codes.

Commissioner Klein questioned whether it would be deep enough to function for a wheelchair.

Ms. Botten replied in the affirmative. She stated although this layout was the applicant's preference, there were other ways to configure the ramp. She noted that building code requires only a three foot wide ramp rather than the four feet being proposed.

Commissioner Simon stated the ramp could be reconfigured and made longer to accommodate a 1:12 slope.

Ms. Botten agreed, stating the ramp could be started from the other side, have a turn-around area, and then head back towards the driveway. Building code requires three feet for steps.

Mr. Johnson stated that building the ramp as suggested would result in an even greater distance for the homeowner to travel in his wheelchair.

Commissioner Simon stated she had seen many ramps built as such.

Mr. Johnson agreed, but questioned if she would prefer such a ramp on her home.

Commissioner Maggi asked if it would be an option to put the deck on the back of the house instead.

Mr. Johnson replied it was not feasible as the applicant's in-home hair salon was located on the back of the building.

Commissioner Lissarrague stated this situation was unusual and warranted some flexibility and compassion. He asked if the neighbors had been approached regarding the request.

Mr. Johnson replied that he spoke with the neighbors on both sides and across the street. They did not voice any objections to the request.

Commissioner Klein asked if the attached garage was handicapped accessible from the house.

Mr. Johnson replied it was not.

Commissioner Klein asked if it could become accessible.

Mr. Johnson replied it could not. He stated he was essentially only asking for an additional 4 1/2

feet of deck.

Chair Hark asked if the applicant reviewed and understood the conditions listed in the report.

Mr. Johnson replied in the affirmative.

Chair Hark asked if the applicant agreed with the conditions listed in the report.

Mr. Johnson replied he did not.

Chair Hark closed the public hearing.

Planning Commission Discussion

Chair Hark stated that although he had compassion for the homeowner's situation, he did not believe the Planning Commission could consider health issues as a practical difficulty.

Commissioner Elsmore stated if the homeowner were able to turn 90 degrees onto the four foot ramp, he would likely be able to maneuver onto a six foot deck as well. She also questioned whether reducing the deck depth would affect the slope of the proposed ramp.

Commissioner Simon stated although she had compassion for the homeowner's situation, she would likely vote to deny the request due to lack of a practical difficulty.

Commissioner Klein stated a four foot ramp would allow very little room for maneuverability of a wheelchair and possibly another person pushing it.

Commissioner Elsmore stated staff was recommending that only the deck dimensions change; not the ramp width.

Commissioner Maggi asked if Commissioner Klein could define a practical difficulty.

Commissioner Lissarrague stated there were many practical difficulties present, although they did not necessarily align with what the zoning code considered a practical difficulty, and he supported the request as it would allow the homeowner a better quality of life.

Commissioner Klein questioned why the handicapped aspect would not be considered a criterion for a practical difficulty.

Chair Hark advised that the City Council had more flexibility to approve a request that did not meet the variance criteria.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Elsmore, to deny the request for a variance to allow a 12 foot front yard setback for a deck and handicap ramp addition whereas 24 feet is required, for the property located at 3160 – 71st Street, for the reasons stated in Alternative B of the report.

Motion carried (5/2 – Klein, Lissarrague)

Commissioner Simon asked for clarification regarding a recommendation for a six foot deck.

Mr. Hunting replied rather than making a motion, the Planning Commission could state on record that they would be supportive of a six foot deck.

Commissioner Simon stated she supported allowing a six foot deck and a four foot ramp.

Chair Hark asked if anyone had an opposing view.

Commissioner Klein asked if the applicants could choose to build a five foot deck and five foot ramp.

Ms. Botten replied that staff would support a 17 foot setback, which would give the applicants the flexibility to change the width of the ramp or the deck.

Commissioner Simon advised that this item goes to the City Council on July 22, 2013.

SURROUNDING USES: The subject site is surrounded by single-family homes, all zoned R-1C, Single Family Residential and guided LDR, Low Density Residential.

EVALUATION OF REQUEST:

City Code Title 10, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The code allows for a 24' front yard setback (six foot encroachment) for uncovered access ramps and decks. Allowing an encroachment greater than this could set a precedent for other front yard additions. The request is in harmony with the intent of the comprehensive plan as the lot is being utilized as residential.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

Setback standards are not precluding the homeowner from reasonable use of the property. The front addition extends beyond what was envisioned when the code was amended to allow open decks or ramps on houses to encroach up to six feet. A typical front entry stoop must be at least 3' x 3' per building code. Installing a ramp next to a three foot landing with another three feet to accommodate the proposed stairs would seem reasonable and could meet the variance criteria. Beyond this creates further encroachments into the front yard setback which is established to maintain a straight visual sight line along the streetscape and to keep structures back from the street.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The zoning code has a special provision allowing uncovered decks and ramps to encroach within the front yard setback. The size of the proposed deck may be considered a convenience to the applicant, not a practical difficulty.

4. *The variance will not alter the essential character of the locality.*

One of the functions of setback requirements is to maintain consistency of structure placement and aesthetic qualities from street and neighboring views. The proposed deck and ramp would be one of the only front yard encroachments along 71st Street. Because the addition is an open deck and ramp, it would not have the same effect as if an enclosed addition was being proposed. Staff has felt front yard encroachments can have a greater impact on the character of the neighborhood compared to side or rear encroachments.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

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

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

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

B. Denial If the Planning Commission does not favor the proposed request, it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for other front yard setback variances.
3. Staff does not believe there are practical difficulties in complying with the official control as the proposed deck is larger than what is required for a front landing and handicap ramp.
4. Approval of the 10 foot deck along with a four foot ramp in the front yard could alter the character of the neighborhood.

RECOMMENDATION

Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

Staff believes the applicant did not identify practical difficulties to comply with the ordinance. For the reasons listed in Alternative B staff is recommending denial of the proposed request. Staff would support a 17' setback from the front lot line which would allow a six (6) foot uncovered deck encroachment along with the four foot wide proposed ramp with the condition listed in Alternative A.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Narrative
Exhibit C - Site Plan
Exhibit D- Aerial Photo



Perish - Case No. 13-31V 3160 - 71st Street



N
Map not to scale

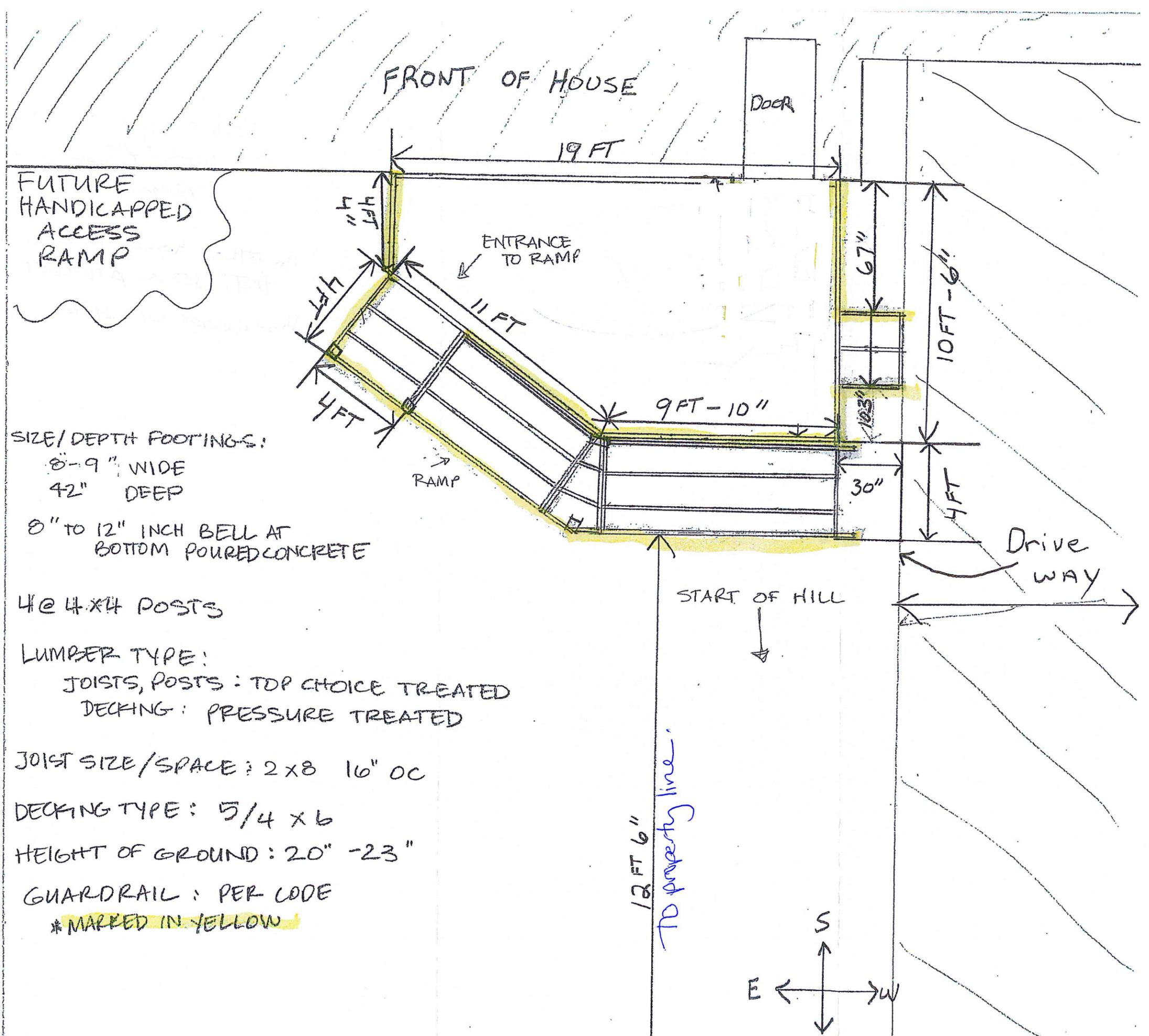
Exhibit A
Zoning and Location Map

Johnson Builders
Terry Johnson
651.303.9512
847 1st Avenue So.
South St. Paul, MN
55075

We are asking for a variance to the IGH code Title 10, chapter 5, Article 2 that pertains to the setbacks for an uncovered deck and future handicapped access ramp in the front yard of 3160 71st Street E., Inver Grove Heights. The current location of the house is at approximately 27 feet off the property line where the ordinance states that any such structure as in an uncovered deck or uncovered handicapped access ramp should not be closer than 24 feet to the property line. With given where the house is located pertinent to where the proposed deck/ramp would be, there isn't enough room to build anything usable without encroaching on the ordinance to attach any such structure. The need for such a deck/ramp as proposed is that one of the occupants of the home suffered a stroke this past December and since this health issue, his mobility and ease of transfer has been deteriorating. The importance to be able to accommodate his continuing difficulties in mobility and ultimately a wheelchair as well as improve the quality of life for this occupant has increased exponentially. The proposed structure is designed with qualities to aid in the disability and care of the occupant, by providing an area big enough to accommodate a wheelchair where he can comfortably sit outside and get fresh air, along with an ease to the entering and exiting of the house, while not only improving the value but adding to the curb appeal and the quality of the neighborhood.

Applicant : Patricia Perish
3160 71st Street E.
Inver Grove Heights, MN 55076
651.457.3520

B



SIZE/DEPTH FOOTINGS:
 8"-9" WIDE
 42" DEEP
 8" TO 12" INCH BELL AT
 BOTTOM POURED CONCRETE

4 @ 4x4 POSTS

LUMBER TYPE:
 JOISTS, POSTS : TOP CHOICE TREATED
 DECKING : PRESSURE TREATED

JOIST SIZE/SPACE : 2x8 16" OC

DECKING TYPE : 5/4 x 6

HEIGHT OF GROUND : 20" - 23"

GUARDRAIL : PER CODE
 * MARKED IN YELLOW

71ST



14' x 19' deck and ramp area



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Application for Chicken License – 7775 Boyd Avenue

Meeting Date: July 22, 2013
Item Type: Consent
Contact: 651-450-2513
Prepared by: Melissa Kennedy
Reviewed by: N/A

Fiscal/FTE Impact:

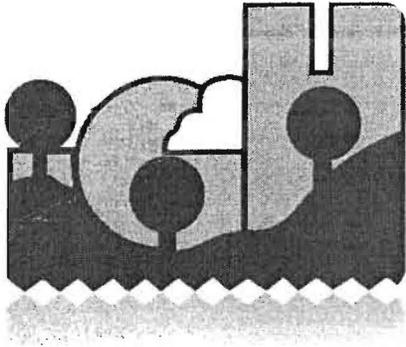
- | | |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None |
| <input type="checkbox"/> | Amount included in current budget |
| <input type="checkbox"/> | Budget amendment requested |
| <input type="checkbox"/> | FTE included in current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

PURPOSE/ACTION REQUESTED: Consider application for chicken license for property located at 7775 Boyd Avenue.

SUMMARY: An application was submitted by Richard and Dody Sobaszekiewicz for a chicken license to keep a total of four (4) chickens on their property. The applicants provided the required information and license fee. On July 5th, as per City Code requirements, notice was sent to neighbors directly abutting and contiguous to the subject property. One (1) written objection was received within the ten (10) day response period. The objection is attached for your review.

Because an objection was received, the Code Compliance Specialist visited the subject property on July 15th to verify the information provided by the applicant. An inspection was conducted to ensure the shelter and enclosure requirements set forth in City Code Title 5, Chapter 4, Section 2 had been met. In this particular instance it was determined that the applicants were keeping chickens on their property prior to making application for a license. As such the coop and run were already in place and the chickens were on the property during the site visit. Photos of the subject property are attached for your review. The Code Compliance Specialist reported that the coop met all setback requirements and was being kept in a central location in the applicant’s backyard. She noted the coop appeared to be clean and sanitary and, at the time of inspection, the chickens were not making any noise.

Council is asked to review the application and determine if the license should be approved.



**City of Inver Grove Heights
CHICKEN LICENSE APPLICATION**

License Period: 3/1/13 – 2/28/15

Cost = \$25

Section 1: Site/Applicant/Property Owner Information

1. Site Address: 7775 Boyd Ave. T6H, mn 55076
2. Applicant Name: Richard + Dody Sobaszewicz
Applicant Address: 7775 Boyd Ave Inver Grove Heights, MN 55076
Zip Code
3. Daytime Phone: (651) 592-2010 Evening Phone: (651) 552-5616
4. Applicant E-mail: dodysubas@gmail.com
5. Property Owner Name: Same

Address: _____
Street City State Zip Code

Property Owner Signature: _____
(if different from applicant)

The above referenced property's Homeowner's Association rules, if any, do not prohibit the keeping of chickens on the property (please initial):

_____ Yes _____ No RL X Not Applicable

Section 2: Coop/Run Information

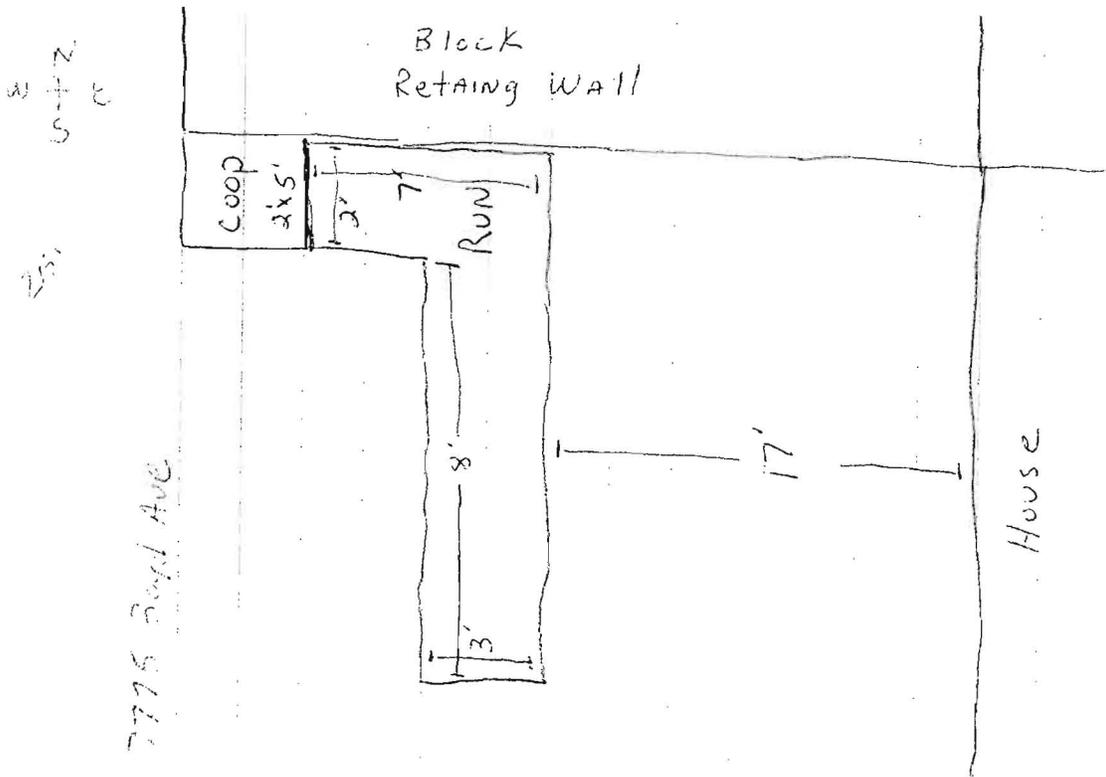
1. Please provide the total number of chickens to be kept: 4
2. Please provide the dimensions of the coop: 2' x 5'
3. Please provide the dimensions of the run: 38sq ft. x 3' High. L shaped
4. Describe the exterior materials to be used for the coop and run. Attach a drawing or picture of the coop.

Coop: Wood, shingled Roof

Run: Wood Frame, metal wire fence.

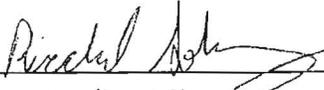
5. Will a fence be added in addition to the coop and run? Yes No
- If yes, please provide a description of the fence including location, size, and materials.

6. Please attach a site plan of the property for depicting the location of the chicken coop and run



Notice and Applicant Signature

I declare that the information I have provided on this application is truthful, and I understand that falsification of answers on this application will result in denial of the application. I authorize the City of Inver Grove Heights to investigate and make whatever inquiries are necessary to verify the information provided.

X  Date: 6-29-13
Applicant Signature

For Office Use Only:

Application Received: 7/1/13 By: MK Fee Paid: ✓ #5114

Property Owner Notification Sent: 7/5/13

Deputy Clerk Review:

Review Date: 7/16/13 Property Owner Notification Sent: 7/5/13

Comments: Take to CC on 7/22; (1) objection received from abutting property owner

Approve: _____

Deny: _____

Code Compliance Specialist Review:

Review Date: 7/15/13 Staff: N. Cook

Comments: All shelter/enc. req. met; coop/run appeared clean/sanitary; no noise during inspection

City Council Review (if required)

Council Action Date: 7/22/13

Comments/Additional Conditions:

Approve: _____

Deny: _____

Melissa Kennedy

From: susan.baars@usbank.com
Sent: Monday, July 08, 2013 9:43 AM
To: Melissa Kennedy
Subject: 7775 Boyd Ave E RE: Sobaszkiwicz

We live right next door to this property. 7785 Boyd Avenue.
They have had these chickens for almost a year now. It is very annoying to go out on our deck and hear the chickens clucking the whole time we are out there. Every time we step out on our deck they begin their noise. Very disruptive.

Susan Baars
Personal Trust Associate
The Private Client Group
U.S. Bank N.A.
EP MN L9PT
200 South Sixth Street
Minneapolis, MN 55402

✉ susan.baars@usbank.com | ☎ 866-950-8590 toll-free | 📠 866-631-8204 fax

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U.S. Bank National Association, member FDIC. Equal Housing Lender.

U.S. BANCORP made the following annotations

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