

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, August 28, 2017

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 August 7, 2017 City Council Work Session Meeting Minutes
ii. Minutes August 14, 2017 City Council Meeting Minutes
- B. Resolution Approving Disbursements for Period Ending August 23, 2017
- C. Consider Change Order No. 2 and Pay Voucher No. 2 for City Project No. 2016-09E – Bancroft Way Area Reconstruction
- D. Consider a Resolution Receiving Feasibility Report, Scheduling a Public Hearing, and Authorizing Preparation of Plans and Specifications for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard
- E. Consider Resolution Accepting IPO No. 21C for Final Design Services from Kimley-Horn & Associates, Inc. for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard
- F. Consider Pay Voucher No. 11 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge
- G. Consider Pay Voucher No. 3 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop
- H. Consider a Resolution Receiving Feasibility Report, Scheduling a Public Hearing, Authorizing Preparation of Plans and Specifications and Consider a Resolution Accepting the Supplemental Letter Agreement from Short Elliott Hendrickson Inc. for Design Services for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction
- I. Resolution Approving Joint Powers Agreement (JPA) with Dakota County and the City of Eagan for a Feasibility Study and Preliminary Engineering for City Project No. 2015-08 – 70th Street from the Eagan Border to T.H. 3
- J. Consider Accepting Proposal from Northern Technologies (NTI) for Geotechnical Testing Services for the Review of Stormwater Conditions at 7376 Courthouse Boulevard
- K. Consider Resolution Authorizing Staff to Secure an Appraisal for City Stormwater Basin W-006 – 7676 Courthouse Boulevard

- L. Approve Stormwater Facilities Maintenance Agreement for Dakota Pediatrics, 5975 Carmen Avenue
 - M. Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located on Lot 5, Glenn Clarke Homestead (Inver Grove Toyota)
 - N. Consider Resolution Approving Agreements for Inver Grove Hotel (Lot 2, Heartland Addition)
 - O. Consider Resolution Receiving Quote and Awarding Contract for the 2017 Raingarden Inlet Retrofits
 - P. Consider Resolution Receiving Quotes and Awarding Contract for the 2017 Raingarden Rehabilitation Project
 - Q. Consider Resolution Approving City's Americans with Disabilities Act Transportation Infrastructure Transition Plan
 - R. Consider Awarding Purchase of two Scott X380 Three-Button Thermal Imaging Cameras, each with (2) Batteries, Lanyard and truck charger to Clarey's Safety Equipment
 - S. Personnel Actions
5. **PUBLIC COMMENT:** Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person
6. **PUBLIC HEARINGS:**
- A. Liquor License Alcohol Compliance Check Failures 2017
 - B. Conduct Public Hearing to Consider Application for New Owners of the Closed Off-Sale Liquor License Salem Liquor – Pacheco LLC dba Salem Liquors
 - C. Conduct Public Hearing to Consider Application for New Owners of the Established Off-Sale Liquor License– MGM Warehouse – Just Because Liquor Too LLC (MGM Wine & Spirits)
7. **REGULAR AGENDA:**
- I. **COMMUNITY DEVELOPMENT:**
- A. **MIHM CUSTOM HOMES;** Consider a Resolution approving the Final Plat, Final PUD Development Plan, Development Contract and related agreements for the plat of Windwood 2nd Addition. Property located west of Hwy 3 between future 65th and 69th Streets
 - B. **WIDSETH SMITH NOLTING (RIVER HEIGHTS VINEYARD CHURCH);** Consider a Resolution relating to a Variance to allow a building addition 50 feet from the front property line whereas 75 feet is required for property located at 6070 Cahill Avenue
 - C. **CITY OF INVER GROVE HEIGHTS;** Consider the First Reading of an Ordinance to prohibit transient lodging (short-term rentals) of residential property
- II. **ADMINISTRATION:**
- D. **CITY OF INVER GROVE HEIGHTS;** Consider the First Reading of an Ordinance to Adopting Permanent Predatory Offender Residency Restrictions

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3
Discuss NW Area Park Property Acquisition Strategy.

10. ADJOURN:

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

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, AUGUST 7, 2017 - 8150 BARBARA AVENUE**

1. **CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in work session on Monday, August 7, 2017, in the City Council Chambers. Acting Mayor Piekarski Krech called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Hark and Perry; City Administrator Lynch, City Clerk Tesser, Community Development Director Tom Link, Public Works Director Scott Thureen, Parks and Recreation Director, Eric Carlson and Finance Director Smith.

A. I-494 AUXILIARY LANE IMPROVEMENT PROJECT , MNDOT PROJECT WITH STORM WATER MANAGEMENT IMPROVEMENTS

City Engineer Kaldunski introduced the item. He discussed a study regarding sound walls on I-494. He illustrated on the map where the project would be located. He stated the sound walls will go along I-494 and Highway 52 and Concord Blvd. He discussed the pipe drainage system and the storm sewer ponds. He stated MnDOT's improvements will help drain the system.

He stated that there will be an auxiliary lane put into the northside of the road and with the new room there will be a new storm sewer underneath the road. He stated that the new storm sewer will continue all the way down to Concord Blvd. to I-494. He stated the drainage impacts are mostly in South St. Paul than in the City of Inver Grove Heights but there will be 78 inch storm sewer that will improve the capacity of the storm water. The project will expand the two ponds referenced in the map. He stated that the first pond will be excavated to help meet capacity and expanded to allow for more capacity and the discharge and outlets will be improved. This will mean more storage volume. He stated T-14 pond on the northside of Highway 52 will be expanded and the contours improved. He stated this will help the community because it will have more storm water volume infiltration and downstream capacity. MnDOT is funding this project. There is no cost to the city for these projects.

MnDOT owns the land already and will expand the use of the property. He stated this will go out for bid and construction is proposed for August 2018. He stated the project is complex with the depth of the storm sewer. He stated that MnDOT is looking at impacts to utilities in 2018 and then pavement, walls and bridges later. The heavy construction will likely happen in 2019 because of the utility work.

City Attorney Kuntz asked if the expanded T-23 pond (also known as the trail park pond) will be expanded on existing land owned by MnDOT. Kaldunski stated in the affirmative. He illustrated the property line and where the storm pond is located. He stated all improvements are within MnDOT property.

Councilmember Hark asked about the impacts to I-494. Kaldunski stated that there will be impacts to I-494. MnDOT is looking into how to manage the traffic by developing a plan. The impacts will be mostly to the westbound traffic. He stated if more details are needed regarding

the impacts he suggested a staff person from MnDOT come to a meeting to go over the details with the council.

Councilmember Perry asked why this project stops where it is. Kaldunski stated they studied the location and noise areas including measurements of the noise levels. The results of the noise levels were then looked at to see what areas would benefit from the noise barriers. He stated the study did not go beyond Blaine Ave in this study. MnDOT has discussed future projects and studies.

Councilmember Piekarski Krech asked if Southview/Mendota Road was going to be a future project. Thureen stated MnDOT has a list of potential candidates along the highway system for sound walls. The numbers are in the 100's and are based on segments. It's a very specific process that includes rating system, funding and priority.

Attorney Kuntz asked about the traffic on the new auxiliary road and when that will happen. Kaldunski stated the traffic will go westbound, he illustrated on the map where the area of the road will be. He stated it will help westbound traffic get through the bottle neck and bridge area. Currently, it is a shoulder road. Kaldunski stated that the plans are 60% done so the specific road plan is yet to be seen.

B. PARK N RIDE AND PARK N FLY ORDINANCE DISCUSSION

Heather Botten, Associate Planner presented on the park n ride and park n fly businesses. Currently the city does not allow this use. She stated the uses are for a parking lot to be used to store vehicles and transportation. She stated a park n ride or a park n fly is a principal or accessory use of a lot and currently it is not an allowed use. She stated there are two different facilities we are looking at, one is the short-term park n rides which are typically 48 hours. She stated these are the car pool lots where people can park for free and take public transportation or carpool. The other is remote air parking known as park n fly, this is a cheaper alternative to parking at an airport. It provides land owner revenue for vehicles that are stored there. She stated this is typically for a longer priority of time including overnight. They are usually responsible for transportation to and from.

Staff stated that the issues and impacts for these uses generate a lesser tax value than a building and a loss of employment compared to a commercial and industrial use. She stated as an accessory use of a property the parking lots allotted for the building will be impacted for the principal use. She gave an example of a hotel that has a principal use but is renting spaces from their hotel parking lot. She stated the parking spaces used for renting spaces may create a shortage of parking spaces for hotel guests.

She discussed storm water challenges with large parking lots and higher traffic count which impacts the road system. She stated with accessory uses the road system can be affected during peak times. She discussed an increase of police activity with vehicles stored overnight.

She stated staff is asking for council direction on these issues and how to proceed. She stated the actions could be to do nothing and as it stands these uses are not allowed or council can amend the city code and the landowner can make an application and provide us more specific details on their business operation. She stated the council can also decide whether to regulate or allowing the use in the city.

Councilmember Hark asked if other cities with the short term or remote air parking uses require fencing. Botten stated it is not required but some owners do that for security reasons.

City Administrator Lynch discussed a current situation with an unregulated park n fly business. Lynch asked for direction from the council.

Councilmember Bartholomew stated that if the business has capacity then we should investigate how many lots are available.

Botten stated this business is not provided a hotel but is promoting the service with a hotel stay.

Lynch advised the council for businesses practicing this use that is not allowed in city code. Staff asked the council to address these situations. He discussed the possibility of public park n ride but currently there are private park n rides.

Councilmember Bartholomew stated he doesn't want to overburden private properties but he doesn't want overflow into city streets.

Councilmember Piekarski Krech asked that the applicants' initiate this process.

The council discussed the private bus company Jefferson Bus Lines being used for bus line transportation for the Rainbow parking lot which runs down to Rochester in the mornings and evenings. This is a type of park n ride.

Councilmember Bartholomew stated that this is against city code. Link stated in the affirmative.

Councilmember Piekarski Krech stated that we must take action and asked for this regulation to be discussed.

Lynch stated the council is asking that staff contact those businesses going against the current city code. The applicants will be able to make an application for an interim use and accessory.

He stated he wanted them to understand the issues with capacities. Botten asked if they want the public process. They stated in the affirmative.

C. 2018 BUDGET

Lynch presented on the budget additions. He stated that Department heads will discuss each budget with each other first and come back on August 21, 2017 with the final budget requests. The 2018 budget calendar was discussed. Finance Director Smith went over small changes to

the Budget additions and Exhibit F. She stated Department Heads will have changes and reduced numbers. She went over with the council the budget schedule including September 11, 2017 request to approve the budget and preliminary tax levies. She stated the county will need the final numbers by September 29, 2017. She discussed the October – December budget schedule. She stated in November the county will send out notices of property tax to the parcel owners. December 4, 2017 is the last work session to review the budget and December 11, 2017 meeting the council will need to approve the final budget and tax levies. She stated December 28, 2017 the final numbers must go to the county.

Smith stated that the preliminary levies approved on September 11, 2017 cannot increase after the numbers are set. Lynch stated if the preliminary budget is not approved on September 11, 2017 the council does have the September 25, 2017 council meeting to approve the budget.

She discussed property marketable tax and tax capacity numbers. She stated these numbers will change a little bit before approved by the county. Smith discussed Exhibit D of the City Tax Capacity Rates which takes the total tax capacity and net capacity regarding the city-wide levy with 2015-2017 numbers. She stated the Exhibit illustrates the base budget and base budget with additions. She went over Exhibit E, the percent increase to residential homestead value and 2018 taxable market value. She discussed the difference in the decreased amount to the business value due to the levy. She summarized Exhibit F with the base budget with additions if council approved as presented.

She summarized the general fund budget summary revenues totaling \$21M.

Councilmember Bartholomew asked for four (4) fund allocations between 2017 and 2018 to be reviewed. Specifically, he stated he would like the details of each line item and the total amount. Smith stated she will summarize those fund changes and will send the summary to the council.

Councilmember Hark stated these numbers are proposed and will change. Lynch stated in the affirmative.

The council discussed the budget proposals briefly.

Smith stated fiscal disparities numbers will be received August 15th from Dakota county.

Lynch stated that the August 21, 2017 Department Budget meeting will be ½ an hr. presentations and ½ an hr. of questions. The total time for the budget meeting will be approximately 3.5 hours. The council requested revision documents to be labeled.

Lynch discussed an upcoming meeting with River Heights Chamber regarding franchise fees on August 10, 2017. All councilmembers are invited to attend because the meeting was posted for a possible quorum.

2. **ADJOURN:** Motion by Bartholomew, seconded by Hark to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 6:55pm.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, AUGUST 14, 2017- 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, August 14, 2017, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Perry and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen, City Engineer Kaldunski, and Fire Chief Thill.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

- A. i. Approve July 10, 2017, City Council Work Session Meeting Minutes
- ii. Approve July 10, 2017, City Council Meeting Minutes
- iii. Approve July 24, 2017, City Council Meeting Minutes
- B. Approve **Resolution 17-140** for Disbursements for Period Ending August 9, 2017
- C. Approve **Resolution 17-141** Consenting to the Issuance of Revue Obligations by the City of St. Paul Park to Refund Revenue Obligations Issued by the City of Inver Grove Heights
- D. Consider Establishing a Joint Meeting with the Parks and Recreation Commission – Monday, October 16, 2017
- E. Approve Joint Powers Agreement with Dakota County for Community Engagement Related to Park Planning/2040 Comprehensive Plan
- F. Approve Change Order No. 4 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge
- G. Approve Change Order No. 1 for the 2017 Capital Improvement Program, City Project No. 2017-12 – NWA Watermain Improvements, 65th Street Loop
- H. Approve Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and **Resolution 17-142** Accepting Work for City Project No. 2017-09A – Crack Seal
- I. Approve Stormwater Facilities Maintenance Agreement for 5842 Carmen Ave., Travel Tags (Lot 1, Block 1, Taylor Addition)
- J. Approve Encroachment Agreement for 6269 Bolland Trail (Lot 23, Block 1, Woodhaven Ponds)
- K. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Drainage and Utility Easement for 4864 Boyd Ave. (Part of Lots 17 – 19, Block 2, Jeffers' Subdivision)
- L. Approve Appointment of Board Member to the Eagan – Inver Grove Heights Watershed Management Organization (E-IGHWMO)
- M. Approve **Resolution 17-143** Accepting a Professional Services Proposal from Bolton & Menk, Inc. Preparing GIS Submittal Standards for the City
- N. Approval **Resolution 17-144** Receiving Bids and Awarding Contract for the Replacement of the Water Treatment Plant Filter Room Air Handling Equipment
- O. Consider Resolution Accepting Proposal for PCSWMM Storm Water Model Maintenance Services Agreement from Wenck for the Northwest Area (NWA) Robert Watershed Corridor – City Project No. 2015-19
- P. Approve **Resolution 17-145** Approving a Project Grant Agreement with MN Public Facilities Authority (PFA) for a Point Source Implementation Grant for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin)
- Q. Approve **Resolution 17-146** Accepting Proposal for Additional Engineering Services from SRF Consulting Group, Inc. (SRF) for Preparation of the Feasibility Report for City Project No. 2010-09F – Upper 55th Street (T.H. 3 to Babcock Trail) Street and Utility Improvements
- R. Approve **Resolution 17-147** Awarding Contract to ProSource Technologies, Inc, LLC for Appraiser's Improvements (T.H. 3 to Babcock Trail)
- S. Approve Temporary Liquor Licenses – Church of St. Patrick's

- T. Approval **Resolution 17-148** Prohibiting Parking on Babcock Trail for Safety Concerns from Salem Hills Elementary School
- U. Approve Personnel Actions

Motion by Bartholomew, second by Hark, to approve all items except 4F, 4G, 4O and 4T on the Consent Agenda.

Ayes: 5

Nays: 0 Motion carried.

Items pulled by Councilmember Piekarski Krech –

4F. Approve Change Order No. 4 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

4G. Approve Change Order No. 1 for the 2017 Capital Improvement Program, City Project No. 2017-12 – NWA Watermain Improvements, 65th Street Loop

Councilmember Piekarski Krech expressed her concerns for the large change orders (4F and 4G) and what they are going to do to the budget. Also, the change order for 4F was because of water issues and wanted to make sure there would not be a sinkhole because of a spring being there. Now that the area has been dewatered and is concerned the water may come back.

Mr. Kaldunski, said the area was dewatered, the water is still flowing and will continue to flow. Two additional pits were drilled and the additional costs were for drilling the two pits. He is not worried about the water flow changing because it could not be changed when they tried to change the water flow. The sewer does not leak because it has been tested and pressurized. This should be the last item for the project.

Councilmember Piekarski-Krech asked about possible sinkholes, flooding or undermining. Mr. Kaldunski responded he could not answer for what could or could not happen. The area is not prone to sinkholes. There are places in Dakota County where they are more prevalent because of the underlying limestone. This area has nice sandy soil with uniformly graded soil. A watermain break would be under pressure that could cause soils to be displaced and cause flooding. The spring or river is 50 feet deep underground flowing as it always has. We don't think it will be an issue.

Motion by Councilmember Piekarski Krech, second by Hark to

4F Approve Change Order No. 4 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge and to

4G Approve Change Order No. 1 for the 2017 Capital Improvement Program, City Project No. 2017-12 – NWA Watermain Improvements, 65th Street Loop

Ayes: 5

Nays: 0 Motion carried.

4O. Consider Resolution Accepting Proposal for PCSWMM Storm Water Model Maintenance Services Agreement from Wenck for the Northwest Area (NWA) Robert Watershed Corridor – City Project No. 2015-19

Councilmember Piekarski Krech expressed her concern for adding more costs in addition to what developers are paying in the NWA. Developers must go to the one firm and the firm could raise their rates at any time which would add to the cost for developers.

Mayor Tourville asked if developers could pick their own company for stormwater modeling. Mr. Kaldunski said there are three firms the city recommends they could use that have the expertise. Councilmember Piekarski Krech said they must use this one company to submit their numbers to check for compliance in the area. Mr. Kalundski responded that the same services had been done by a previous company and the fees went up. We obtained this contract to lower the fees. There is a not exceed cap. Councilmember Piekarski Krech asked if the city could purchase software for the city to figure out the numbers. Mr. Kalundski said there are not models that would do this. The consultant needs to collect and maintain the numbers for all the numbers in the area.

Councilmember Bartholomew asked if the developer would present their model for the development to the consultant then they would approve it before it came to the Council for approval? Mr. Kalundski said that was correct. The previous consultant's rates had gone up and a new contract was requested from a pool of consultants.

Councilmember Hark reported that he did not see in the contract that there was an "up to" clause. Mr. Kaldunski said that it is there "not exceed the authorized budget without obtaining written prior approval...". Councilmember Hark said that is different from "not to exceed". Councilmember Piekarski Krech said there is a fee schedule and it could go over the \$2,500 depending on what is needed. Mr. Kalundski said the city would go by what is written in the contract. It is written per occurrence on an hourly rate basis.

Mr. Thureen suggested tabling the item and have the contract rewritten. Mayor Tourville suggested adding a "not to exceed" amount in the contract.

Motion by Councilmember Piekarski Krech, second by Hark to obtain a new proposal for PSSWMM Storm Water Model Maintenance Services Agreement with an hourly not to exceed clause.

Ayes: 5

Nays: 0 Motion carried.

Item pulled by Councilmember Perry –

4T. Approval of Resolution 17-148 Prohibiting Parking on Babcock Trail for Safety Concerns from Salem Hills Elementary School

Councilmember Perry pulled the item for discussion. She stated she is wondering why the signs will be there 365 days of the year for 24 hours. She asked why can't it be 6:00 AM to 4:30 PM? People will not be able to park on the street if the school has a carnival or other activities. Residents will not be able to park on the streets on weekends if they have an open house or wedding. Interim Police Chief S. Folmar responded he has not heard back from the school district after receiving an email from Councilmember Perry stating her concerns. The signs could be covered (bagged) for a day for events in the area. This is not a safe place for cars to park and there are ditches on the side of the road.

Councilmember Piekarski Krech asked if "No parking -school days 8-4:30pm" could be used like in St. Paul. Mayor Tourville said the area is not safe for parking. S. Folmar said different options were looked at for safety.

K. Sebastian, Dakota County Transportation, said the county will install and maintain the signs since Babcock Trail is a county road. A study was done to come up with a safety solution. Putting up signs for an entire day has proven more effective than putting up a sign with certain hours. This has been an issue at school events. The school is seeing an increase in traffic and requested the study be done for no parking on Babcock Trail.

Kelly Kayser, 1953 59th Court East, stated she lives across from the school off Babcock Trail and it has been getting increasingly unsafe. The car traffic has increased. This would be great to address safety. People do park on our street for school events. A concern is for pedestrians crossing Babcock Trail. The exit out of the school is a right only and cars use our street to do a U-turn which could be a concern.

Mayor Tourville reported that when there is a lot of snow the area it is unsafe for parking.

Jacob Ganzer, 5835 Babcock Trail East, asked how far the no parking goes down Babcock Trail? S. Folmar said it goes up to 60th Street. Mr. Ganzer said he would like to see the parking ban for school days only. That is the time of day when it is bad. He also asked what could be done to get a reduced speed limit during school. S. Folmar responded speed limits are imposed on road design and road type. Studies can be done to increase or reduce the speed limit. It is unlikely that the speed limit would be decreased because it is a county road. Mr. Ganzer suggested the school have the buses unload at the back of the school so cars could cycle through then this would not be an issue. He is for no parking during certain hours. Mayor Tourville stated there is a reason why the buses do not unload at the back of the school.

Councilmember Piekarski Krech said she is for no parking during certain hours.

Councilmember Bartholomew asked if the county would consider certain hours or days for no parking. K. Sebastian responded that the county installs no parking signs with no mention of specific times because of safety issues. She stated she can look at it if that is the wish of the council.

J. Lynch suggested that as a compromise we could try no parking from September 2017 to September 2018 and have the county and police report back to the Council on the effectiveness of the no parking and make changes at that time.

Mayor Tourville suggested ending the no parking in June 2018 and changes could be made sooner if there are problems. S. Folmar asked the city attorney if the resolution could be rescinded at any time if it was not working. T. Kunz responded yes.

Motion by Bartholomew second by Perry to Approve Resolution 17-148 Prohibiting Parking on Babcock Trail for Safety Concerns from Salem Hills Elementary School and the City, County, Police and School District will review the parking ban in June 2018.

Councilmember Hark said that the school district needs to be made aware of the time limit and it will be studied further. If they have any problems they would need to notify the Council.

J. Lynch said a review was done by the school district, county and law enforcement. This will come back to a council workshop in June of 2018.

T. Kuntz asked if the County would pay for new signs if new ones were decided on in 2018 (such as no parking on school days). K. Sebastian said that could be discussed in 2018 if the Council decided something different at a future time. She reiterated that the county only posts no parking signs. J. Lynch asked if the city could pay for the signs and install them if they were to be changed. K. Sebastian said that could be discussed as part of the review.

Councilmember Piekarski Krech asked that the residents be informed of the parking ban, that the signs can be covered for events, how to make the request for signs to be covered, and they can use the school parking lot on weekends with the new parking ban. S. Folmar said a new letter will be sent out to residents.

Ayes: 5

Nays: 0

Motion carried.

5. PUBLIC COMMENT: None.**6. PUBLIC HEARINGS:****A. Public hearing and second reading of the Ordinances Implementing Electric and Gas Franchise Fees and Amending Ordinances Relating to Gas and Electric Franchise Fees**

K. Smith introduced the item by going through the changes to the documents since the first reading which was approved on July 10, 2017.

- The city attorney recommended that the two lines that were blank in the Xcel Energy gas rates for firm transportation and interruptible transportation be filled in.
- Xcel is recommending the rate of \$15.00 each.
- The electric utility rate for C&I interruptible for Dakota Electric is recommended at \$25.00 instead of the \$95.00, for comparability of classification between the two electric companies.
- Dakota Electric is recommending removal of the word metered from schedule A because street lights are not metered.
- There are recommended changes from the city attorney and Xcel Energy's attorney that was covered by a separate memo and one of the changes is that we do not need to amend section 9 of the ordinance that is already in place.

Tonight, there are three ordinances before you instead of the six ordinances. There were also a couple of minor language changes discussed in the city attorney's memo. A couple of questions that came up at the first reading:

- What would happen if the street light fees were changed to \$0. Revenues would be reduced about \$3,100 annually. Dakota Electric is recommending that street light fees be set at \$0 because of additional programming and manual billing each month.
- Council asked about the impact of changing the commercial fees to the minimum of \$3.00 for electric and \$10.50 for gas and the impact would be revenue would be reduced about \$178,000 annually. Excel reported today the impact of reducing the fees would be just under \$35,000 so the impact for commercial users is about \$143,000. The city would collect about \$890,000.
- Xcel Energy and Dakota Electric Association agree that the rates are essentially the same for the categories in the structures
- The other question was what classifications are there for the city accounts. Included in the packet is a list of the parcels the city receives bills for and the electric or gas rates that are charged. The total costs to the city annually would be just over \$39,000.

Councilmember Bartholomew asked if the C&I interruptible for electric rate changed from \$95 to \$25 was to make is comparable to Dakota Electric rates? Ms. Smith answered that was correct to make them comparable between the two companies.

Councilmember Bartholomew said there was some discussion about making the commercial rates lower and asked if it made sense to look at the large electric rate at \$95 and reduce it. It seems the gas is already at \$90 to help lower fees for large electric users. Is there any flexibility in this at all? Is it something the council can change or is it preferred by the utility companies?

The rates were set up to be the same across the board between the two utilities and has become a flat fee so there is consistency between the categories. To lower the rate in one category would mean the other categories would be paying more on a percentage basis but it could be done by council determination but would have to be consistent with Dakota Electric and Xcel rates.

Councilmember Bartholomew said changing one rate would then have a ripple effect on the other rates? Ms. Smith said we could change one or two and not change the rest of them. In order to know the change of the amount collected I would have to go back to Dakota Electric and Xcel Energy and have them calculate the different rate. Councilmember Bartholomew said that exercise has been done and we will be collecting \$143,000. Ms. Smith said that is correct.

Mayor Tourville said he agrees with the street light rate of \$0.

Jennifer Gale, President of River Heights Chamber of Commerce, 5782 Blackshire Path said she would like to thank the council for the open dialogue and the outreach to the business community. The River Heights Chamber and 350 of the members do not feel that imposing a franchise fee on utilities is a good solution for funding the Pavement Management Plan. Franchise fees rarely sunset or decrease so this would be a permanent, relied upon, funding source. We also feel it is a bad economic development policy when we have been talking for a long time about financial tools and assistance for businesses. The utility companies don't get a choice on passing this on to their users and it may increase their rates down the road. She recommends looking for other funding solutions.

Councilmember Piekarsk-Krech asked how she felt about how this would impact the electric rates, other cities franchise fees, and their normal increase of electric rates. Ms. Gale replied she did not have the answer for that. She has received information from Xcel and Mr. Lynch about the impact. South Saint Paul is the only city she works with that has a franchise fee.

Councilmember Hark commented that Ms. Gale was suggesting that the franchise fee would add to the overhead costs to the utility companies when she commented about them increasing their rate. He stated that is not true.

J. Sedlacek, Xcel Energy Representative, responded that Xcel Energy could not charge any overhead for the franchise fee and it does not become part of the rates. It will be a rider on all Inver Grove Heights Xcel Energy customers bills. The rates will not go up.

Regina Barr, Inver Grove Heights resident and small business owner, realizes there is quite a large shortfall in the annual maintenance fund and was wondering what the plan is to mitigate the shortfall over time and what other funding sources have been looked at to make up the shortfall. J. Lynch responded that a number of sources have been looked at. Assessments are available for the projects the city does. The original policy for assessments could not be sustained. The original policy was for a 70% cost recovery for those benefitting from the project. Our appraisals proved that we could not provide that equal benefit as required by state law so we are under the 30% assessment collection. We did talk about implementing a sales tax at the local level but there were complications with that. We would then need to hold a referendum and if passed approval from the state would be needed at the legislature and that would prove challenging. The City Council chose not to pursue that. We do have municipal state aid available to us but not all streets have municipal state aid so that is not available for all our projects. We do use that for the eligible streets that are rehabilitated or reconstructed. We will continue to work with the state to see if there is a funding formula or another program available. Another program that was discussed was the street improvement district talked about at the legislature and that did not pass. We are willing to talk to state representatives or legislatures to see if there are other possible funding mechanisms that can help us with our local improvements. Costs are not going to go down but continue to go up. We are behind in keeping up with our Pavement Management Plan and the number of miles of streets we would like to keep up to a certain condition. We like to keep the streets at a 70. A lot of infrastructure work needs to be done but there are not enough funds to cover this work. Council has talked about changing the condition of certain streets and the timeframe for meeting these conditions. Council has discussed this for a long time and dedicated the funds to the Pavement Management Plan until councilmembers in the future decide to change that.

Councilmember Piekarski Krech said that for several years money from the Host Community Fund has been put into the Pavement Management Plan. A significant amount of tax payer money has been used for the Pavement Management Plan. The shortfall of funds is an on-going issue in the state and maybe the country.

Mayor Tourville said our obligation for state and county road improvements is not getting any less. We are obligated to pay our share and that share is not assessed. He stated we looked at raising the general levy and that would be a 10% to 15% increase to raise the same amount of money. It is not an easy answer. We looked at multiple ways to raise revenue and council has been talking about this for two or three years. We need to make this decision on a local level. This would help us generate money to keep going forward with pavement management and transportation.

Councilmember Bartholomew said we are well over a million dollars short every year and we are falling further and further behind. We do need the funds to keep up with our needs.

Ms. Barr was under the impression there was a larger shortfall overall and wondered if it was just a million dollars. Councilmember Piekarski Krech said it was much larger than that. Councilmember Bartholomew said this is just a start. Ms. Barr asked if there was a plan to cover the general shortfall and over what time? Again, these fees rarely sunset.

Mayor Tourville said this topic would be discussed in 2029 with a new council in place and they would go through the process that is being done now. It will be addressed and studied then. It would have to be renewed with the hearings.

Councilmember Bartholomew said the franchise fees could be stopped at any time.

Ms. Barr asked if there is a plan for the funding? Mayor Tourville said staff is looking at that if it is passed. Councilmember Bartholomew said there is a Pavement Management Plan in place now. There is a model for the next five or 10 years. Everyone will be paying the fees including non-profits that are not paying taxes now.

Ms. Barr said she would like council to look at other funding sources. Councilmember Bartholomew said raising the levying or enacting a franchise fee is not easy. Our roads need repair.

Mayor Tourville said this topic has been discussed a lot. We talked to other cities that have a sales taxes. Adding a sales tax may hurt the businesses more. Most sales taxes are sunsetttd.

Ms. Barr's concern is that franchise fees are not as transparent. She would rather have people vote and have a better understanding of what is going on.

Councilmember Hark said this is not an easy thing to do as it is unpopular. But it is the fiscally responsible thing to do.

Councilmember Bartholomew said this is voted on. There are elections every two years. The council sets the levy.

Kelly Kayser, 1953 59th Court East, said she is not opposed to the franchise fee. She has recently gone through a street reconstruction project which proved to be difficult for the residents and the city in terms of funding. Something is needed to improve pavement management. She heard from her neighbors they would rather pay a little bit than have a \$7,500 assessment. She would like to see the focus narrow the funds in the Pavement Management Plan to benefit the greatest number of residents. Some suggestions are to use some funds for stormwater and drainage pieces of future projects the way the city funds the water and sanitary sewer projects. Stormwater improvements benefits the whole community. Inver Grove Heights reconstructs their streets to higher standards than other communities which results in higher

costing projects and higher assessments. The reasons for building the better streets are sound. The goal should be to lower the assessments for the residents of those projects. She discussed the stormwater improvement costs for her project and the 2018 project, showed a spreadsheet of the costs, and said the use of possible franchise fees for stormwater could help reduce the assessment cost to residents. Another target would be to use funds to help reduce the assessment costs of mill and overlay projects. If a process is not in place to help reduce the assessable costs the neighborhoods will face challenges with special assessments.

Mayor Tourville said her ideas are good and this will be considered.

Councilmember Bartholomew asked for copies of her spreadsheets so that they could be looked at by Council.

Mayor Tourville asked if the public hearing would be kept open. Attorney Kuntz said it would be kept open.

Councilmember Bartholomew said he would like to see for the third reading the large electric C&I on Xcel Energy at \$50 instead of \$95.

Mayor Tourville asked if the number of customers could be provided and what classification fee they will be paying. Ms. Smith said in certain classifications there are either too few customers or they would contribute too much and that is considered priority information, but would double check that. Councilmember Piekarski Krech said the percentage may be skewed for the small C&I if the rate was lowered for the large C&I. The large C&I is about 60 customers, the small C&I non-demand customers is about 833, the small C&I demand customers are about 282. Ms. Smith said she would ask Xcel Energy to calculate the numbers with the change suggested by Councilmember Bartholomew.

Motion by Councilmember Bartholomew, second by Hark to move the second reading with the rate change refigured for large C&I, and the street light fees set at \$0 and continue the public hearing until September 11, 2017.

J. Lynch reminded council that what else needs to be considered is if the city is exempt from paying the franchise fee of about \$3,900. J. Sedlacek responded that Xcel Energy cannot pull groups of customers from a customer class. You can exempt certain classifications such as street lighting.

Mayor Tourville asked how other cities handled paying the franchise fees? Mr. Sedlacek responded that Xcel can't grab the city out of the classifications. The question does come up whether the city is going to collect on itself for street lights and municipal pumping. Other cities have gone both ways on this issue. K. Smith said that municipal pumping is set a \$0.

T. Kuntz said that if a change is made to the C&I electric for Xcel Energy to compare it to Dakota Electric. Ms. Smith responded that it is her understanding that there is no comparable classification for Dakota Electric so there would be no impact to Dakota Electric, but will verify that the information is correct.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. Alan & Lloni Bebel; Consider Resolution 17-149 relating to a Variance from the minimum lot width requirements to subdivide a parcel for property located at 8842 Alverno Avenue.

Mr. Link, introduced the item stating that the property is located on the west side of Alverno and showed the property on a map. The property is 5.8 acres and the applicant wants to subdivide it into two lots. The applicants are in the process to obtaining a building permit for the northern lot. The southern lot would be the new property. If approved tonight, they would need to come back to get council approval for a preliminary and final plat. They wanted to make sure the variance was granted before proceeding with the plat approval. In 2005, the city rezoned the property from Agricultural to Estate Residential in anticipation of the future lot. The minimum lot size is 200 feet. One lot would be 172 feet and the other lot would be 185 feet. Staff and the Planning Commission support the request. There is ample space for a building pad on both lots. It complies with minimum lot size, the variance criteria meet the zoning requirements, it is consistent with the neighborhood and the city rezoned it.

Councilmember Piekarski Krech asked if the lots were 2.5 acres. Mr. Link said yes. Councilmember Piekarski Krech asked if there was room for well and septic? Mr. Link said that would be addressed in the preliminary plat.

Lloni Bebel, 3852 Northridge Drive, Eagan, understood that the septic and well is required for the two lots and separation is needed for the two.

Motion by Piekarski Krech, second by Hark to Approve Resolution 17-149 for a variance from the minimum lot width requirements to subdivide a parcel for property located at 8842 Alverno Avenue.

Ayes: 5

Nays: 0 Motion carried.

B. MIHM Custom Homes; Consider a Resolution approving the Final Plat, Final PUD Development Plan, Development Contract and related agreements for the plat of Windwood 2nd Addition. Property located west of Hwy 3 between future 65th and 69th Streets

Mayor Tourville said this item was dropped from the agenda for work still being done on some of the items.

C. City of Inver Grove Heights; Consider Approval of the Attached Request for Statement of Qualifications and Proposal for Architectural and Engineering Services for Fire Station Site Design and Construction for Fire Station #2

J. Thill introduced the item stating she is asking for the approval to issue an RFP for the fire station site design and construction of fire station #2. Due to anticipated growth, the city completed a fire station site study in 2010. In 2014, the city completed a programming and feasibility study for the new station. This predevelopment study included a site concept plan, preliminary schedule and estimated budget. The next step is to move forward with issuing a Request for Statement of Qualifications and Proposal for Architectural and Engineering Services for the final site design and construction. There would be no costs to the city or contracts to sign if approved tonight. This is just to keep the process moving. There is a tentative schedule attached in the packet.

Issue RPF
Proposals due by 4:30 pm
Council award contract

August 15, 2017
September 8, 2017
October 9, 2017

Once a firm is hired it would take about 15 to 18 weeks to come up with a final design, have it approved by council, come up with construction documents so construction companies could bid on this project. The best time to bid on a project like this is in January or February. We would like to have construction documents in place by mid or late January 2018. It is a tight timeline but this would bring the best possible price for building the fire station.

Councilmember Piekarski Krech said she is ready to move forward with the process.

Mayor Tourville said there is no parcel yet. It is still being worked on. The first question an architect is going to ask is where is it going to be built?

J. Thill said if we wait until there is a parcel this would push the process into 2019. There is eight weeks to work on the parcel. There is no obligation for receiving the proposal. There is one change to the RFP on page 2 which would be changing the date to Tuesday, August 29th versus August 22nd.

Councilmember Hark asked if the council was getting ahead of themselves on the issue. J. Thill stated a location is in mind, there is still some negotiations that need to be done to go forward, and if negotiations are successful we could have a site in eight weeks. If the negotiations fail then the process would stop.

Councilmember Bartholomew asked if credibility would be lost if the process was stopped. J. Thill said no, firms are used to the ups and downs of projects.

Mayor Tourville asked if the firms would be aware that there is no parcel yet. J. Thill said it is stated in the RFP there is no site yet.

Motion by Piekarski Krech second by Bartholomew for approval of the Attached Request for Statement of Qualifications and Proposal for Architectural and Engineering Services for Fire Station Site Design and Construction for Fire Station #2

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

J. Lynch stated the normally scheduled council meeting set for September 4th is Labor Day. The Planning Commission is meeting on Tuesday, September 5th. The two options are that the Council and Planning Commission meet on September 5th with one group meeting in the EOC and not be televised or the Council could meet on Wednesday, September 6th. A decision needs to be made at the August 28th meeting.

Motion by Hark second by Perry to move the regularly scheduled Council meeting on Monday, September 4, 2017, to Wednesday, September 6, 2017, at 6:00 PM.

Ayes: 5

Nays: 0 Motion carried

J. Lynch asked that Council set a joint meeting tonight with the Parks and Recreation Commission on October 16th and Mayor Tourville will not be able to attend that meeting.

Motion by Perry second by Hark to change the meeting date from October 16, 2017, to Monday, October 30, 2017, at 6:00 PM at the Grove for a joint meeting with the Parks and Recreation Commission.

Ayes: 5

Nays: 0 Motion carried

Councilmember Perry suggested setting up a meeting with the Environmental and Housing since the Comprehensive Plan is being worked on currently. It was recommended to get a meeting scheduled.

9. ADJOURN:

Motion by Bartholomew second by Perry to adjourn. The meeting was adjourned by a unanimous vote at 9:05 pm.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 28, 2017
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of August 10, 2017 to August 23, 2017.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending August 23, 2017. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$615,104.63
Debt Service & Capital Projects	1,365,392.30
Enterprise & Internal Service	507,722.31
Escrows	30,992.76
Grand Total for All Funds	<u><u>\$2,519,212.00</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period August 10, 2017 to August 23, 2017 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING August 23, 2017**

WHEREAS, a list of disbursements for the period ending August 23, 2017 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	\$615,104.63
Debt Service & Capital Projects	1,365,392.30
Enterprise & Internal Service	507,722.31
Escrows	30,992.76
 Grand Total for All Funds	 <u><u>\$2,519,212.00</u></u>

Adopted by the City Council of Inver Grove Heights this 28th day of August, 2017.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 08/10/2017 - 08/23/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0066241	08/18/2017	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	35.26
AFSCME COUNCIL 5	INV0066242	08/18/2017	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	884.30
AFSCME COUNCIL 5	INV0066243	08/18/2017	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	89.65
ANCOM COMMUNICATIONS, INC.	71795	08/23/2017	809	101.42.4200.423.60065	60.00
AT & T MOBILITY	287237771092X08122017	08/23/2017	287237771092	101.41.1000.413.50020	65.10
AT & T MOBILITY	287237771092X08122017	08/23/2017	287237771092	101.43.5100.442.50020	65.11
BAUER, NANCY	17-08	08/16/2017	7/25/17	101.41.1100.413.30700	187.50
BAUER, NANCY	17-09	08/23/2017	8/14/17	101.41.1100.413.30700	187.50
BITUMINOUS ROADWAYS, INC.	26704	08/16/2017	35265	101.43.5200.443.60016	43,762.59
BLACKTOP PROS, LLC	17-174	08/16/2017	7/25/17	101.44.6000.451.40046	3,000.00
BLACKTOP PROS, LLC	17-175	08/16/2017	CO1169	101.44.6000.451.40046	7,000.00
BLACKTOP PROS, LLC	17-179	08/16/2017	8/9/17	101.43.5200.443.40046	400.00
CASSIDY, MICHAEL	202139	08/16/2017	FO 2017-1803	101.207.2070300	6.85
CENTURY FENCE COMPANY	178553101	08/23/2017	17-85531-1	101.44.6000.451.40047	5,889.00
CITY OF SAINT PAUL	IN00022831	08/23/2017	76	101.43.5200.443.60016	7,161.95
CITY OF SAINT PAUL	IN00023208	08/23/2017	76	101.43.5200.443.60016	3,182.06
CITY OF SAINT PAUL	IN00023809	08/23/2017	76	101.43.5200.443.60016	2,404.09
COLLINS ELECTRICAL CONST.	1730436.01	08/23/2017	7/31/17	101.43.5200.443.40046	347.88
COLLINS ELECTRICAL CONST.	1730933.01	08/23/2017	7/31/17	101.43.5200.443.40046	458.50
COMCAST	8/30/14 8772 10 591 0359	08/18/2017	8772 10 591 03589526	101.42.4200.423.30700	10.54
CULLIGAN	7/31/17 157-98459100-6	08/16/2017	157-98459100-6	101.42.4200.423.60065	125.90
CULLIGAN	7/31/17 157-98459118-8	08/16/2017	157-98459118-8	101.42.4200.423.60065	66.50
DAKOTA COMMUNICATIONS CENTER	IG2017-09	08/16/2017	SEPTEMBER 2017	101.42.4000.421.70502	43,934.40
DAKOTA COMMUNICATIONS CENTER	IG2017-09	08/16/2017	SEPTEMBER 2017	101.42.4200.423.70502	5,905.60
DAKOTA CTY FINANCIAL SVCS	00026425	08/23/2017	P0001753	101.43.5400.445.40020	626.10
DAKOTA CTY FINANCIAL SVCS	00026465	08/23/2017	P0001753	101.44.6000.451.70501	13,680.00
DAKOTA ELECTRIC ASSN	246837-9 8/17	08/18/2017	Electric	101.44.6000.451.40020	4,940.24
DAKOTA ELECTRIC ASSN	250165-8 8/17	08/18/2017	Electric	101.44.6000.451.40020	785.14
DAKOTA ELECTRIC ASSN	393563-2 8/17	08/18/2017	Electric	101.44.6000.451.40020	662.28
DAKOTA ELECTRIC ASSN	426713-4 8/17	08/18/2017	Electric	101.43.5400.445.40020	47.44
DAKOTA ELECTRIC ASSN	443054-2 8/17	08/18/2017	Electric	101.44.6000.451.40020	14.00
DAKOTA ELECTRIC ASSN	109394-7 8/17	08/18/2017	Electric	101.43.5400.445.40020	1,202.69
EFTPS	INV0066262	08/18/2017	FEDERAL WITHHOLDING	101.203.2030200	58,233.81
EFTPS	INV0066264	08/18/2017	MEDICARE WITHHOLDING	101.203.2030500	15,275.34
EFTPS	INV0066265	08/18/2017	SOCIAL SECURITY WITHHOLDING	101.203.2030400	48,792.68
EHLERS AND ASSOCIATES, INC.	74369	08/23/2017	8/10/17	101.41.2000.415.30150	652.50
ESS BROTHERS & SONS INC	XX5481	08/23/2017	8/2/17	101.43.5200.443.60016	467.00
EYEMED	163227806	08/16/2017	AUGUST 2017 PREMIUM	101.203.2032700	264.44
FERRELLGAS	1097343657	08/23/2017	7754787	101.43.5200.443.60016	15.87
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0066246	08/18/2017	HSA ELECTION-FAMILY	101.203.2032500	2,239.91
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0066247	08/18/2017	HSA ELECTION-SINGLE	101.203.2032500	3,771.85
GENESIS EMPLOYEE BENEFITS, INC	IN1082975	08/23/2017	7/1/17-7/31/17	101.42.4000.421.30550	40.00
GERTENS	12056/6	08/23/2017	103566	101.44.6000.451.60016	159.80
GERTENS	14455/6	08/23/2017	103566	101.44.6000.451.60065	132.89
GERTENS	880/12	08/23/2017	103566	101.44.6000.451.60035	199.96
HEALTFAST MEDICAL TRANSPORTATION	17-29961	08/23/2017	0-003599-000	101.42.4000.421.30700	85.00
ICMA RETIREMENT TRUST - 457	INV0066248	08/18/2017	ICMA-AGE <49 %	101.203.2031400	4,971.98
ICMA RETIREMENT TRUST - 457	INV0066249	08/18/2017	ICMA-AGE <49	101.203.2031400	5,227.30
ICMA RETIREMENT TRUST - 457	INV0066250	08/18/2017	ICMA-AGE 50+ %	101.203.2031400	1,436.92
ICMA RETIREMENT TRUST - 457	INV0066251	08/18/2017	ICMA-AGE 50+	101.203.2031400	4,994.36
ICMA RETIREMENT TRUST - 457	INV0066252	08/18/2017	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0066259	08/18/2017	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,111.54
ICMA RETIREMENT TRUST - 457	INV0066260	08/18/2017	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
ICMA RETIREMENT TRUST - 457	INV0066261	08/18/2017	ROTH-AGE <49 %	101.203.2032400	137.24
IDENTISYS	352101	08/16/2017	CO1169	101.45.3300.419.60045	52.73
INNOVATIVE OFFICE SOLUTIONS	SUM-033980	08/23/2017	S28777	101.45.3000.419.60010	29.90
INNOVATIVE OFFICE SOLUTIONS	SUM-033980	08/23/2017	S28777	101.45.3300.419.60040	302.60
INSPECT MINNESOTA & MIDWEST SOIL TEST	AUGUST 2017	08/16/2017	AUGUST 2017	101.45.0000.3221000	4,303.05
KEEPRS, INC	353430	08/23/2017	INVERG0012	101.42.4000.421.60018	385.87
LANGUAGE LINE SERVICES	4130049	08/23/2017	9020909043	101.42.4000.421.50020	20.59
LEADING EDGE COACHING & DEVELOPMENT	9/13/17	08/16/2017	9/13/17 SESSION	101.41.1100.413.30700	3,000.00
LEVANDER, GILLEN & MILLER P.A.	7/31/17 92000E	08/16/2017	92000E	101.42.4000.421.30410	19,141.82
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Americlnn Lai	08/16/2017	Legal	101.41.1100.413.30420	551.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Community D	08/16/2017	Legal	101.45.3000.419.30420	223.45
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Council Meeti	08/16/2017	Legal	101.41.1000.413.30401	970.40
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Engineering	08/16/2017	Legal	101.43.5100.442.30420	1,047.28
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Fleming Additi	08/16/2017	Legal	101.45.3200.419.30420	33.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Mayor/CC	08/16/2017	Legal	101.41.1000.413.30420	5,110.20
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Mihm Develop	08/16/2017	Legal	101.45.3200.419.30420	2,545.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Parks	08/16/2017	Legal	101.44.6000.451.30420	414.97
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Planning	08/16/2017	Legal	101.45.3200.419.30420	455.60
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Police	08/16/2017	Legal	101.42.4000.421.30420	120.00
LILLIE SUBURBAN NEWSPAPERS	7/31/17 001363	08/23/2017	Advertising/Publishing	101.45.3200.419.50025	30.63
LOCAL GOVERNMENT INFORMATION SYSTEMS	43975	08/23/2017	111541	101.42.4200.423.30700	129.00
M & J SERVICES, LLC	1691	08/16/2017	8/7/17	101.43.5200.443.40046	635.00
M & J SERVICES, LLC	1692	08/16/2017	8/7/17	101.43.5200.443.40046	1,170.00
M & J SERVICES, LLC	1695	08/16/2017	8/10/17	101.43.5200.443.40046	1,290.00
M & J SERVICES, LLC	1696	08/16/2017	8/10/17	101.43.5200.443.40046	1,645.00
M & J SERVICES, LLC	1697	08/16/2017	8/10/17	101.43.5200.443.40046	445.00
M & J SERVICES, LLC	1698	08/16/2017	8/10/17	101.43.5200.443.40046	635.00
MACH 1 TAPING & PAINTING LLC	2632	08/23/2017	7/19/17	101.42.4200.423.40040	840.00
MACH 1 TAPING & PAINTING LLC	2658	08/23/2017	8/15/17	101.42.4200.423.40040	150.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1264637	08/23/2017	012439	101.203.2031700	3,306.84
MADISON NATIONAL LIFE INSURANCE COMPANY	1264637	08/23/2017	012439	101.42.4000.421.20630	(73.56)
MIDWEST ENVIRONMENTAL CONSULTING LLC	9/28/17	08/23/2017	REGISTRATION - F. MARTIN	101.45.3300.419.50080	195.00
MINNEAPOLIS OXYGEN CO.	00012493	08/16/2017	01910	101.42.4200.423.30700	57.97
MINNEAPOLIS OXYGEN CO.	00012494	08/16/2017	01915	101.42.4200.423.30700	57.97
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0066244	08/18/2017	STEVE HER FEIN/TAXPAYER ID: 4160	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0066245	08/18/2017	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	432.57
MN DEPT OF LABOR & INDUSTRY	JULY 2017 SURCHARGE	08/23/2017	JULY 2017 SURCHARGE	101.207.2070100	3,609.13
MN DEPT OF LABOR & INDUSTRY	JULY 2017 SURCHARGE	08/23/2017	JULY 2017 SURCHARGE	101.41.0000.3414000	(72.18)
MN DEPT OF REVENUE	INV0066263	08/18/2017	STATE WITHHOLDING	101.203.2030300	23,189.04
MN DEPT OF REVENUE	July 2017	08/23/2017	Taxes	101.207.2070300	0.21
MN DEPT OF REVENUE	July 2017	08/23/2017	Taxes	101.207.2070300	185.02
MTI DISTRIBUTING CO	1132531-00	08/23/2017	91180	101.44.6000.451.40047	189.09
NATURE CALLS, INC.	25295	08/23/2017	JUNE 2017	101.44.6000.451.40065	1,618.00
NATURE CALLS, INC.	25344	08/23/2017	7/31/17	101.44.6000.451.40065	2,318.00
O' REILLY AUTO PARTS	1767-281754	08/16/2017	1578028	101.42.4200.423.40041	158.82
OXYGEN SERVICE COMPANY, INC	03380754	08/16/2017	04394	101.42.4000.421.60065	32.61
PAVEMENT RESOURCES INC	103091	08/23/2017	8/15/17	101.43.5200.443.40046	6,300.00
PERA	INV0066253	08/18/2017	PERA COORDINATED PLAN	101.203.2030600	36,879.06
PERA	INV0066254	08/18/2017	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,836.93
PERA	INV0066255	08/18/2017	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0066256	08/18/2017	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	69.23
PERA	INV0066257	08/18/2017	PERA POLICE & FIRE PLAN	101.203.2030600	14,339.96
PERA	INV0066258	08/18/2017	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	21,509.96
PETTY CASH - POLICE	8/23/17	08/23/2017	PETTY CASH REQUEST	101.42.4000.421.50035	21.95
PETTY CASH - POLICE	8/23/17	08/23/2017	PETTY CASH REQUEST	101.42.4000.421.50065	6.00
PETTY CASH - POLICE	8/23/17	08/23/2017	PETTY CASH REQUEST	101.42.4000.421.50070	26.96
PETTY CASH-WF PURCHASE CARD FEES	ADAM WIEDERHOEFT W	08/16/2017	Wells Fargo Out of Pocket Reimburseme	101.42.4000.421.50075	12.48
PETTY CASH-WF PURCHASE CARD FEES	JANET SHEFCHIK WF	08/16/2017	Wells Fargo Out of Pocket Reimburseme	101.41.1100.413.50070	2.50
PETTY CASH-WF PURCHASE CARD FEES	KRISTI SMITH WF OOP	7/08/16/2017	Wells Fargo Out of Pocket Reimburseme	101.41.2000.415.50070	2.65
PETTY CASH-WF PURCHASE CARD FEES	KRISTI SMITH WF OOP	7/08/16/2017	Wells Fargo Out of Pocket Reimburseme	101.41.2000.415.50075	78.74
PETTY CASH-WF PURCHASE CARD FEES	RYAN MALCOLM WF OOF	08/16/2017	Wells Fargo Out of Pocket Reimburseme	101.42.4000.421.60045	4.95
PETTY CASH-WF PURCHASE CARD FEES	WILLIAM SCHROEPFER V	08/16/2017	Wells Fargo Out of Pocket Reimburseme	101.41.2000.415.50065	25.04
RCM SPECIALTIES, INC.	6252	08/16/2017	8/8/17	101.43.5200.443.60016	714.19
RCM SPECIALTIES, INC.	6260	08/23/2017	8/11/17	101.43.5200.443.40046	3,050.00
SAFE-WAY BUS COMPANY	54113034	08/23/2017	8/8/17	101.42.4000.421.60065	276.70
SAVATREE	4689507	08/23/2017	1522249	101.43.5200.443.40046	(36.98)
SAVATREE	4689507	08/23/2017	1522249	101.44.6000.451.30700	574.00
SEXTON COMPANY, THE	60205	08/16/2017	4115	101.43.5200.443.60045	94.09
SOUTH ST PAUL, CITY OF	4/3/17-7/10/17	08/23/2017	4/3/17-7/10/17	101.207.2070900	35.70
SPRINT	842483314-189	08/23/2017	Telephone	101.41.1000.413.50020	69.98
SPRINT	842483314-189	08/23/2017	Telephone	101.41.1100.413.50020	34.99
SPRINT	842483314-189	08/23/2017	Telephone	101.43.5000.441.50020	34.99
SPRINT	842483314-189	08/23/2017	Telephone	101.45.3000.419.50020	34.99
TETREALT, BRIDGET	JULY 2017	08/23/2017	JULY 2017	101.41.0000.3414000	(497.00)
THOMSON REUTER - WEST	836557537	08/16/2017	7/31/17	101.42.4000.421.30700	190.05
TOTAL CONSTRUCTION & EQUIP.	72145	08/23/2017	CIT001	101.43.5400.445.40042	275.85
TOTAL TOOL	01237512	08/23/2017	002589	101.43.5200.443.60040	345.07
TOTAL TOOL	01237513	08/23/2017	002589	101.43.5200.443.60040	174.00
U.S. HEALTHWORKS	0072122-MN	08/16/2017	006745	101.41.1100.413.30500	110.00
UNIFIRST CORPORATION	090 0376465	08/16/2017	1051948	101.43.5200.443.60045	42.29
UNIFIRST CORPORATION	090 0376465	08/16/2017	1051948	101.44.6000.451.60045	24.40
UNIFIRST CORPORATION	090 0378693	08/23/2017	1051948	101.43.5200.443.60045	42.29
UNIFIRST CORPORATION	090 0378693	08/23/2017	1051948	101.44.6000.451.60045	22.55
UNIFORMS UNLIMITED	64435-1	08/16/2017	491-1	101.45.3300.419.60040	437.94
US POSTMASTER - EAGAN	SEPT-OCT 2017	08/16/2017	INSIGHTS	101.41.1100.413.50035	2,600.00
WAKOTA CAER	RC-005	08/16/2017	RIVER CRUISE	101.42.4200.423.50075	40.00
WELLS FARGO CREDIT CARD ACH	Ltg Power Equipment WF	7/08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60040	(51.50)
WELLS FARGO CREDIT CARD ACH	Beacon Athletics WF	7/17 08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60065	436.16
WELLS FARGO CREDIT CARD ACH	Savatree/Deertech/A	WF 7/08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.30700	978.00
WELLS FARGO CREDIT CARD ACH	Savatree/Deertech/A	WF 7/08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.30700	389.00
WELLS FARGO CREDIT CARD ACH	Squ Sq Expert Tree Se	WF 08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.30700	1,325.00
WELLS FARGO CREDIT CARD ACH	Www.Glassdoor.Com	WF 7/08/14/2017	Wells Fargo Purchase Cards	101.41.1100.413.50070	199.00
WELLS FARGO CREDIT CARD ACH	Safety Meeting Outline	WF 08/14/2017	Wells Fargo Purchase Cards	101.45.3300.419.60018	270.00
WELLS FARGO CREDIT CARD ACH	Advance Sportswear	WF 7/08/14/2017	Wells Fargo Purchase Cards	101.45.3300.419.60045	12.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60011	10.76
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60012	12.24
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60012	21.96
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60012	1.95
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60012	29.94
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	4.99
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	23.97
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	7.98
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	3.98
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	9.00
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	7.16
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60040	14.99
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60040	59.97
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60040	49.99
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60066	30.98
WELLS FARGO CREDIT CARD ACH	The Comer S WF 7/17	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	53.55
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 W	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60012	(44.99)
WELLS FARGO CREDIT CARD ACH	Mountainside Medical E W	08/14/2017	Wells Fargo Purchase Cards	101.42.4000.421.50065	109.00
WELLS FARGO CREDIT CARD ACH	B&H Photo 800-606-696 W	08/14/2017	Wells Fargo Purchase Cards	101.42.4000.421.60065	82.23
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF	08/14/2017	Wells Fargo Purchase Cards	101.42.4000.421.50080	125.00
WELLS FARGO CREDIT CARD ACH	Bloomington Security S WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.40040	694.54
WELLS FARGO CREDIT CARD ACH	Central Irrigation Sup WF	7/08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.40047	328.93
WELLS FARGO CREDIT CARD ACH	Central Irrigation Sup WF	7/08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.40047	265.60
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF	7/08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.40050	9.55
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF	7/08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60065	18.00
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF	7/08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60065	30.00
WELLS FARGO CREDIT CARD ACH	General Repair Service WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.40040	1,485.62
WELLS FARGO CREDIT CARD ACH	Int In Bioverse, Inc WF	7/108/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60035	729.88
WELLS FARGO CREDIT CARD ACH	Kwik Trip 88300008839 W	08/14/2017	Wells Fargo Purchase Cards	101.42.4200.423.50065	38.70
WELLS FARGO CREDIT CARD ACH	Sextoncompa WF 7/17	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60045	393.59
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 W	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60065	449.13
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 W	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60066	449.13
WELLS FARGO CREDIT CARD ACH	Stop Stick Ltd WF 7/17	08/14/2017	Wells Fargo Purchase Cards	101.42.4000.421.60065	216.00
WELLS FARGO CREDIT CARD ACH	The lai WF 7/17	08/14/2017	Wells Fargo Purchase Cards	101.42.4000.421.50070	175.00
WELLS FARGO CREDIT CARD ACH	Trugreen Lp 5025 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60035	154.44
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 W	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60012	66.96
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 W	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60040	85.93
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 W	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60040	78.97
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	101.41.1100.413.60065	6.66
WELLS FARGO CREDIT CARD ACH	Eco Works Supply WF 7/17	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60030	3,404.19
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	101.42.4000.421.60065	1.88
WELLS FARGO CREDIT CARD ACH	Zee Medical Service WF 7/08/14/2017	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60045	313.15
WELLS FARGO CREDIT CARD ACH	Bill Rascher Mechanica W	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.40040	362.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	101.42.4200.423.40040	80.34
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60016	30.25
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.60040	12.32
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.50020	84.93
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF	08/14/2017	Wells Fargo Purchase Cards	101.44.6000.451.50020	95.70
XCEL ENERGY	556330698	08/17/2017	Gas & Electric	101.43.5200.443.40020	(196.46)
XCEL ENERGY	556330698	08/17/2017	Gas & Electric	101.43.5400.445.40020	8,703.66
XCEL ENERGY	556549825	08/17/2017	Gas & Electric	101.42.4200.423.40010	154.70
XCEL ENERGY	556549825	08/17/2017	Gas & Electric	101.42.4200.423.40020	1,610.82
XCEL ENERGY	557100953	08/17/2017	Gas & Electric	101.44.6000.451.40010	128.03
XCEL ENERGY	557100953	08/17/2017	Gas & Electric	101.44.6000.451.40020	1,439.71
XCEL ENERGY	557264564	08/17/2017	Gas & Electric	101.42.4000.421.40042	44.65
ZACK'S, INC.	32136	08/16/2017	Z159	101.43.5200.443.60040	165.93
ZACK'S, INC.	32148	08/23/2017	8/16/17	101.43.5200.443.60040	251.91

Fund: 101 - GENERAL FUND

494,625.77

PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP	08/16/2017	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	9.63
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP	08/16/2017	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	12.84
WELLS FARGO CREDIT CARD ACH	Google Svcsapps_Visit W	08/14/2017	Wells Fargo Purchase Cards	201.44.1600.465.50025	10.00
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF	7/08/14/2017	Wells Fargo Purchase Cards	201.44.1600.465.50035	98.00
WELLS FARGO CREDIT CARD ACH	Officemax/Officedept6 WF	08/14/2017	Wells Fargo Purchase Cards	201.44.1600.465.60010	12.99
WELLS FARGO CREDIT CARD ACH	Take5 Media Group Llc WF	08/14/2017	Wells Fargo Purchase Cards	201.44.1600.465.50025	450.00
WELLS FARGO CREDIT CARD ACH	Lone Oak Grill WF 7/17	08/14/2017	Wells Fargo Purchase Cards	201.44.1600.465.50075	11.09

Fund: 201 - C.V.B. FUND

604.55

ACTIVE NETWORK, LLC	4100156846	08/23/2017	1649082	204.44.6100.452.40044	5,640.00
ADKINS, AARON	8/15/17	08/23/2017	2017 SOFTBALL CONDUCT FEE	204.228.2280100	50.00
ANDREWS, DEVIN	8/15/17	08/23/2017	2017 SOFTBALL CONDUCT FEE	204.228.2280100	50.00
CRITTERS & COMPANY, INC.	8/3/17	08/23/2017	8/3/17	204.44.6100.452.30700	500.00
DAULTON, JOSH	8/15/17	08/23/2017	2017 SOFTBALL CONDUCT FEE	204.228.2280100	100.00
IGH BASEBALL ASSOCIATION	8/1/17	08/23/2017	JULY 21-23	204.44.6100.452.30700	475.00
IGH SENIOR CLUB	8/7/17	08/23/2017	JULY 2017	204.227.2271000	773.00
KRUMRIE, MATT	8/15/17	08/23/2017	2017 SOFTBALL CONDUCT FEE	204.228.2280100	50.00
MAYER ARTS INC	2943	08/23/2017	8/14/17	204.44.6100.452.30700	3,264.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MEDEMA, TYLER	8/15/17	08/23/2017	2017 SOFTBALL CONDUCT FEE	204.228.2280100	50.00
MN DEPT OF REVENUE	July 2017	08/23/2017	Taxes	204.207.2070300	654.92
ORTEGA, NICHOLAS	8/15/17	08/23/2017	2017 SOFTBALL CONDUCT FEE	204.228.2280100	50.00
PETTY CASH-WF PURCHASE CARD FEES	JESSICA ANDERSON WF	08/16/2017	Wells Fargo Out of Pocket Reimburseme	204.44.6100.452.60009	65.88
PETTY CASH-WF PURCHASE CARD FEES	JESSICA ANDERSON WF	08/16/2017	Wells Fargo Out of Pocket Reimburseme	204.44.6100.452.60009	18.72
WELLS FARGO CREDIT CARD ACH	Michaels Stores 9841 WF	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	8.01
WELLS FARGO CREDIT CARD ACH	Holiday Stnstore 3537 WF	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	9.98
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	47.71
WELLS FARGO CREDIT CARD ACH	Fun Express WF 7/17	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	73.49
WELLS FARGO CREDIT CARD ACH	Int In Budget Sign Sh WF	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	50.00
WELLS FARGO CREDIT CARD ACH	Int In Budget Sign Sh WF	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	524.00
WELLS FARGO CREDIT CARD ACH	Int In Minnesota Deve WF	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.30700	304.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60045	861.47
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60045	234.75
WELLS FARGO CREDIT CARD ACH	Wm Supercenter #1472 WI	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	4.96
WELLS FARGO CREDIT CARD ACH	B-52 Burgers And B WF 7/	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	100.00
WELLS FARGO CREDIT CARD ACH	Drkula'S Bowl WF 7/17	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	50.00
WELLS FARGO CREDIT CARD ACH	Int In Amazing Athlet WF	7/08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.30700	780.00
WELLS FARGO CREDIT CARD ACH	Promotions Now WF 7/17	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60040	979.15
WELLS FARGO CREDIT CARD ACH	Promotions Now WF 7/17	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60040	92.00
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	29.94
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	56.24
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	111.95
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	5.98
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	6.72
WELLS FARGO CREDIT CARD ACH	4imprint WF 7/17	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	236.50
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.60009	202.64
WELLS FARGO CREDIT CARD ACH	Soccer Shots Minneapol W	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.30700	2,926.00
WELLS FARGO CREDIT CARD ACH	Youth Enrichment Le WF 7	08/14/2017	Wells Fargo Purchase Cards	204.44.6100.452.30700	960.00

Fund: 204 - RECREATION FUND

20,397.01

ACTIVE NETWORK, LLC	4100156846	08/23/2017	1649082	205.44.6200.453.40044	8,460.00
AEP ONSITE PARTNERS, LLC	419-21076478	08/23/2017	8/24/17	205.44.6200.453.40020	5,890.06
AEP ONSITE PARTNERS, LLC	419-21076478	08/23/2017	8/24/17	205.44.6200.453.40020	5,838.31
HEALTHY CONTRIBUTIONS LLC	7/1/17 IND11359	08/23/2017	JUNE 2017	205.44.6200.453.70600	15.15
HUEBSCH SERVICES	3925625	08/23/2017	92965	205.44.6200.453.40040	59.70
HUEBSCH SERVICES	3925625	08/23/2017	92965	205.44.6200.453.40040	224.61
INNOVATIVE OFFICE SOLUTIONS	SUM-033980	08/23/2017	S28777	205.44.6200.453.60040	25.20
INNOVATIVE OFFICE SOLUTIONS	SUM-033980	08/23/2017	S28777	205.44.6200.453.60040	25.20
MEDICINE LAKE TOURS	8/17/17	08/23/2017	LLOVABLE LLAMAS & QUILT BARN	205.44.6200.453.50090	58.00
MILLER'S ELECTRIC	535	08/23/2017	7/26/17	205.44.6200.453.40040	2,545.00
MN DEPT OF REVENUE	July 2017	08/23/2017	Taxes	205.207.2070300	5,920.56
OLD WORLD PIZZA	8/18/17	08/23/2017	8/18/17	205.44.6200.453.60065	82.00
PETTY CASH-WF PURCHASE CARD FEES	JESSICA ANDERSON WF	08/16/2017	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.60065	78.76
PETTY CASH-WF PURCHASE CARD FEES	JESSICA ANDERSON WF	08/16/2017	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.60065	86.82
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/1	08/16/2017	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	4.82
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/1	08/16/2017	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	24.08
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/1	08/16/2017	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	4.82
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/1	08/16/2017	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	3.21
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/1	08/16/2017	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	8.56
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/1	08/16/2017	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	3.21
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/1	08/16/2017	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	3.21
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/1	08/16/2017	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	23.54
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/1	08/16/2017	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	11.50
SAFE-WAY BUS COMPANY	5373	08/23/2017	7/14/17	205.44.6200.453.76100	873.51
SCHROEDER, NICKOLAUS F	PR 08/09 ACH RTN	08/14/2013	PR 08/09	205.44.6200.453.10300	122.82
WELLS FARGO CREDIT CARD ACH	Adobe WF 7/17	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50070	239.92
WELLS FARGO CREDIT CARD ACH	Facebk Rmhdwnh2 WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50025	111.00
WELLS FARGO CREDIT CARD ACH	Dollar Tree WF 7/17	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	28.00
WELLS FARGO CREDIT CARD ACH	Dollar Tree WF 7/17	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	4.29
WELLS FARGO CREDIT CARD ACH	The Home Depot #2813 W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	8.22
WELLS FARGO CREDIT CARD ACH	The Home Depot #2813 W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	8.23
WELLS FARGO CREDIT CARD ACH	The Home Depot #2813 W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	7.99
WELLS FARGO CREDIT CARD ACH	Horizon Pool Supply WF 7/	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50080	553.00
WELLS FARGO CREDIT CARD ACH	Old World Pizza WF 7/17	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	131.75
WELLS FARGO CREDIT CARD ACH	Plunketts WF 7/17	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	565.27
WELLS FARGO CREDIT CARD ACH	Plunketts WF 7/17	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	565.27
WELLS FARGO CREDIT CARD ACH	Rivertown Newspaper Gr V	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50025	400.00
WELLS FARGO CREDIT CARD ACH	Squ Sq Summit Glass A W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	700.00
WELLS FARGO CREDIT CARD ACH	Squ Sq Summit Glass A W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	490.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #1786 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	79.74
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50070	191.38
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	(2.28)
WELLS FARGO CREDIT CARD ACH	Canva For Work Yearly WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50070	119.40
WELLS FARGO CREDIT CARD ACH	Aquaquality Pools & Sp Wf	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	15.00
WELLS FARGO CREDIT CARD ACH	Aquaquality Pools & Sp Wf	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	249.00
WELLS FARGO CREDIT CARD ACH	First Supply Llc #4013 WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	723.14
WELLS FARGO CREDIT CARD ACH	First Supply Llc #4013 WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	49.71

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	First Supply Llc #4013 WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	7,772.85
WELLS FARGO CREDIT CARD ACH	First Supply Llc #4013 WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	(7,772.85)
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	16.96
WELLS FARGO CREDIT CARD ACH	Ce Minnesota Com WF	7/1 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50090	749.50
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60011	927.97
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60011	927.97
WELLS FARGO CREDIT CARD ACH	Minnesota Premier Publ W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50025	614.00
WELLS FARGO CREDIT CARD ACH	United Laboratories WF	7/1 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60011	415.10
WELLS FARGO CREDIT CARD ACH	United Laboratories WF	7/1 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60011	415.11
WELLS FARGO CREDIT CARD ACH	2nd Wind Exercise 022 WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.40042	126.11
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	22.98
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	18.27
WELLS FARGO CREDIT CARD ACH	Gartner Refrigeratio WF	7/1 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	669.00
WELLS FARGO CREDIT CARD ACH	Gotprint.Com WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50030	151.07
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60045	78.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60045	827.26
WELLS FARGO CREDIT CARD ACH	The Corner S WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60021	2.77
WELLS FARGO CREDIT CARD ACH	The Corner S WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60021	2.77
WELLS FARGO CREDIT CARD ACH	The First Impression G WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50030	1,240.00
WELLS FARGO CREDIT CARD ACH	The First Impression G WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50030	785.00
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M V	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	3.44
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M V	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	31.16
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M V	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	3.45
WELLS FARGO CREDIT CARD ACH	Premier Electrical Cor WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.30700	249.80
WELLS FARGO CREDIT CARD ACH	Amazon.Com WF	7/17 CR 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	(127.99)
WELLS FARGO CREDIT CARD ACH	Apec WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	660.29
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	92.03
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	368.12
WELLS FARGO CREDIT CARD ACH	Electric Motor Repair WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	189.30
WELLS FARGO CREDIT CARD ACH	Magnum Pool & Spa WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.30700	120.00
WELLS FARGO CREDIT CARD ACH	Target 00006437 WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	119.26
WELLS FARGO CREDIT CARD ACH	Tds Media Direct Inc WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50025	230.00
WELLS FARGO CREDIT CARD ACH	Veterans Memorial Comm	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50080	20.00
WELLS FARGO CREDIT CARD ACH	Viking Electric-Credit WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	16.35
WELLS FARGO CREDIT CARD ACH	Zumba Fitness WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60018	30.00
WELLS FARGO CREDIT CARD ACH	At&T Mn65 15333 WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	26.00
WELLS FARGO CREDIT CARD ACH	Allied Hand Dryer, WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	103.75
WELLS FARGO CREDIT CARD ACH	Department Of Labor An W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50070	50.00
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50030	66.95
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50030	44.44
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50030	26.78
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50030	44.45
WELLS FARGO CREDIT CARD ACH	Wholesale Glass & Supp V	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	21.83
WELLS FARGO CREDIT CARD ACH	Dairy Queen #14753 WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	21.98
WELLS FARGO CREDIT CARD ACH	Indelco Plastics Corpo WF	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	60.49
WELLS FARGO CREDIT CARD ACH	Robert Brooke & Associ W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	96.58
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	358.48
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	37.78
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	13.23
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	6.71
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	45.10
WELLS FARGO CREDIT CARD ACH	Padelford Packet Boa WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50090	397.30
WELLS FARGO CREDIT CARD ACH	Padelford Packet Boa WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.50090	25.20
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	(4.99)
WELLS FARGO CREDIT CARD ACH	Amazon.Com WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	127.99
WELLS FARGO CREDIT CARD ACH	Amazon.Com WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60045	60.00
WELLS FARGO CREDIT CARD ACH	Amazon.Com WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60045	59.99
WELLS FARGO CREDIT CARD ACH	Hawkins Inc WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60024	8,710.22
WELLS FARGO CREDIT CARD ACH	Hawkins Inc WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60024	2,361.59
WELLS FARGO CREDIT CARD ACH	Jtech An Hme Company W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	324.05
WELLS FARGO CREDIT CARD ACH	Minvalco Inc - Mnpls WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	241.50
WELLS FARGO CREDIT CARD ACH	Sp Superior Sauna WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	79.65
WELLS FARGO CREDIT CARD ACH	Target 00020461 WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60011	15.00
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts Wf	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60045	47.97
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts Wf	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60045	47.97
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	6,501.85
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	6,539.82
WELLS FARGO CREDIT CARD ACH	Target 00023903 WF	7/08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60065	47.09
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	12.96
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	4.86
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	9.98
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	21.13
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.40040	62.32
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60011	286.30
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60011	286.30
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60012	5.90
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	69.69
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF	7/17 08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	88.93

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 7/17	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60016	87.52
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 7/17	08/14/2017	Wells Fargo Purchase Cards	205.44.6200.453.60040	37.39
XCEL ENERGY	557100953	08/17/2017	Gas & Electric	205.44.6200.453.40010	4,133.73
XCEL ENERGY	557100953	08/17/2017	Gas & Electric	205.44.6200.453.40010	123.77
XCEL ENERGY	557100953	08/17/2017	Gas & Electric	205.44.6200.453.40020	15,094.79
XCEL ENERGY	557100953	08/17/2017	Gas & Electric	205.44.6200.453.40020	1,161.05
Fund: 205 - COMMUNITY CENTER					93,719.10
DCA TITLE	41064	08/16/2017	17-050124 RC	290.45.3000.419.30700	710.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 McPhillips	08/16/2017	Legal	290.45.3000.419.30420	5,048.20
Fund: 290 - EDA OPERATING					5,758.20
WELLS FARGO BANK	1467463	08/16/2017	8/1/17	356.57.9000.570.90300	350.02
Fund: 356 - G.O.PIR REFUNDING 2010C					350.02
WELLS FARGO BANK	1467463	08/16/2017	8/1/17	389.57.9000.570.90300	174.98
Fund: 389 - G.O. TAX INCR REF, 2011A					174.98
EVERGREEN LAND SERVICES	00-11860	08/23/2017	8/2/17	402.44.6000.451.30700	320.00
WELLS FARGO CREDIT CARD ACH	Rivard Stone Inc WF 7/17	08/14/2017	Wells Fargo Purchase Cards	402.44.6000.451.70600	2,500.00
Fund: 402 - PARK ACQ. & DEV. FUND					2,820.00
TETREAU, BRIDGET	JULY 2017	08/23/2017	JULY 2017	404.217.2170000	49,700.00
Fund: 404 - SEWER CONNECTION FUND					49,700.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Fire Station N	08/16/2017	Legal	434.42.4200.423.30420	1,932.00
Fund: 434 - 2014 IMPROVEMENT FUND					1,932.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Armory Corrid	08/16/2017	Legal	435.44.5900.735.30420	48.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 DNR 111th St	08/16/2017	Legal	435.44.5900.735.30420	301.78
Fund: 435 - 2015 IMPROVEMENT FUND					349.78
MINNESOTA PUBLIC FACILITIES AUTHORITY	APPLICATION FEES	08/23/2017	PROJECT 1601 GRANT AGREEMENT	436.73.5900.736.30700	1,408.26
WSB & ASSOCIATES, INC.	8/3/17 2	08/23/2017	R-010132-000	436.44.5900.736.30300	2,798.00
WSB & ASSOCIATES, INC.	8/3/17 8	08/23/2017	0-001702-280	436.44.5900.736.30300	4,340.00
Fund: 436 - 2016 IMPROVEMENT FUND					8,546.26
LILLIE SUBURBAN NEWSPAPERS	7/31/17 001363	08/23/2017	Advertising/Publishing	437.73.5900.737.50025	109.38
STEVENS ENGINEERS INC	11100	08/23/2017	7/31/17	437.44.5900.737.30300	3,594.49
Fund: 437 - 2017 IMPROVEMENT FUND					3,703.87
ASTECH CORP	FINAL PAY VO. NO. 1 B	08/16/2017	CITY PROJECT NO. 2017-09A	440.74.5900.740.40046	67,022.10
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 #1509D Brodr	08/16/2017	Legal	440.74.5900.740.30420	119.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 #1709E-93rd	08/16/2017	Legal	440.74.5900.740.30420	405.00
MCNAMARA CONTRACTING INC	PAY VO. NO. 2	08/23/2017	CITY PROJECT NO. 2016-09E	440.74.5900.740.80300	430,215.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					497,761.10
LILLIE SUBURBAN NEWSPAPERS	7/31/17 001363	08/23/2017	Advertising/Publishing	441.74.5900.741.50025	26.25
SOUTH ST PAUL, CITY OF	4/3/17-7/10/17	08/23/2017	4/3/17-7/10/17	441.207.2070800	63.06
Fund: 441 - STORM WATER MANAGEMENT					89.31
DCA TITLE	8/1/17	08/16/2017	8/1/17	446.74.5900.746.30700	4,000.00
EJM PIPE SERVICES	PAY VO. NO. 11	08/23/2017	CITY PROJECT NO. 2015-13	446.74.5900.746.80300	315,475.71
EJM PIPE SERVICES	PAY VO. NO. 11	08/23/2017	CITY PROJECT NO. 2015-13	446.74.5900.746.80300	104,739.32
G.F. JEDLICKI, INC.	PAY VO. NO. 3	08/23/2017	CITY PROJECT NO. 2017-02	446.74.5900.746.80300	317,336.20
KIMLEY-HORN & ASSOCIATES, INC.	9757550	08/23/2017	160547020.3	446.74.5900.746.30300	1,929.20
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 #1503-65th S	08/16/2017	Legal	446.74.5900.746.30420	553.50
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 #1512-Impr P	08/16/2017	Legal	446.74.5900.746.30420	3,047.95
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 #1513-Impr P	08/16/2017	Legal	446.74.5900.746.30420	459.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 #1608-Round	08/16/2017	Legal	446.74.5900.746.30420	192.50
LILLIE SUBURBAN NEWSPAPERS	7/31/17 001363	08/23/2017	Advertising/Publishing	446.74.5900.746.50025	217.35
WSB & ASSOCIATES, INC.	8/6/17 2	08/23/2017	0-003599-000	446.74.5900.746.30300	40,513.00
Fund: 446 - NW AREA					788,463.73
DCA TITLE	40026	08/16/2017	17-020143 RC	449.45.3000.419.30700	525.00
DCA TITLE	40864	08/16/2017	17-040249 RC	449.45.3000.419.30700	710.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Sale of 3501 t	08/16/2017	Legal	449.45.3000.419.30420	384.00
Fund: 449 - COMMUNITY PROPERTY					1,619.00
INVER HILLS COMMUNITY BAND	8/14/17	08/23/2017	2017 SUMMER POPS CONCERT	451.75.5900.751.70600	1,000.00
M & J SERVICES, LLC	1700	08/23/2017	8/10/17	451.44.6000.451.60065	800.00
STAR CITY DAYS, INC.	7/29/17	08/16/2017	2017 STAR CITY DAYS	451.75.5900.751.70600	5,000.00
Fund: 451 - HOST COMMUNITY FUND					6,800.00
EHLERS AND ASSOCIATES, INC.	74370	08/23/2017	8/10/17	453.57.9000.570.30150	2,642.50
Fund: 453 - SE QUADRANT TIF DIST 4-1					2,642.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JR'S APPLIANCE DISPOSAL	93052	08/23/2017	8/19/17	454.43.5500.446.40025	439.75
Fund: 454 - LANDFILL ABATEMENT					439.75
CASSIDY, MICHAEL	202139	08/16/2017	STAR CITY DAYS	501.50.0000.3814000	86.90
DAKOTA AGGREGATES, LLC.	A6083629	08/23/2017	9021	501.50.7100.512.60016	1,362.23
DIVERSE MACHINE WORKS	22665	08/23/2017	7/24/17	501.50.7100.512.60016	225.00
GRAINGER	9521571688	08/23/2017	806460150	501.50.7100.512.60016	209.59
GRAINGER	9526149068	08/23/2017	806460150	501.50.7100.512.60016	126.20
GRAINGER	9525882800	08/23/2017	806460150	501.50.7100.512.60016	(51.04)
HAWKINS, INC.	4125416	08/23/2017	108816	501.50.7100.512.60019	639.40
HAWKINS, INC.	4129056	08/23/2017	108816	501.50.7100.512.60019	6,704.63
LILLIE SUBURBAN NEWSPAPERS	7/31/17 001363	08/23/2017	Advertising/Publishing	501.50.7100.512.50025	136.85
M & J SERVICES, LLC	1699	08/23/2017	8/10	501.50.7100.512.40046	1,260.00
METROWIDE PLUMBING LLC	8/16/17	08/23/2017	8/16/17	501.50.7100.512.40043	1,088.00
MN DEPT OF HEALTH	7/1/17-9/30/17	08/23/2017	1190014	501.207.2070100	12,322.00
MN DEPT OF REVENUE	July 2017	08/23/2017	Taxes	501.207.2070200	7,790.18
MN PIPE & EQUIPMENT	0384896	08/23/2017	2195	501.50.7100.512.60016	4,098.83
MN PIPE & EQUIPMENT	0384631	08/23/2017	2195	501.50.7100.512.60016	106.40
SHERWIN-WILLIAMS	9960-3	08/23/2017	6682-5453-5	501.50.7100.512.40040	177.81
SOUTH ST PAUL, CITY OF	4/3/17-7/10/17	08/23/2017	4/3/17-7/10/17	501.50.7100.512.40005	309.42
SPRINT	842483314-189	08/23/2017	Telephone	501.50.7100.512.50020	69.98
STANTEC CONSULTING SERVICES INC.	1238910	08/23/2017	92607	501.50.7100.512.30300	2,761.94
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	501.50.7100.512.60011	21.44
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	501.50.7100.512.60016	51.47
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	501.50.7100.512.60040	27.98
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	501.50.7100.512.60016	113.03
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	501.50.7100.512.60016	29.02
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	501.50.7100.512.60016	116.63
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	501.50.7100.512.60016	38.78
XCEL ENERGY	556543575	08/17/2017	Gas & Electric	501.50.7100.512.40010	870.66
XCEL ENERGY	556543575	08/17/2017	Gas & Electric	501.50.7100.512.40020	21,254.28
Fund: 501 - WATER UTILITY FUND					61,947.61
DAKOTA CTY TREASURER	JULY 2017	08/23/2017	JULY 2017	502.207.2070100	44.00
METROPOLITAN COUNCIL	0001071258	08/16/2017	5084	502.51.7200.514.40015	157,054.27
MN GLOVE & SAFETY, INC.	303041	08/23/2017	CTINVE	502.51.7200.514.60045	159.95
MN GLOVE & SAFETY, INC.	303043	08/23/2017	CTINVE	502.51.7200.514.60045	74.98
MN GLOVE & SAFETY, INC.	303056	08/23/2017	CTINVE	502.51.7200.514.60045	39.99
SOUTH ST PAUL, CITY OF	4/3/17-7/10/17	08/23/2017	4/3/17-7/10/17	502.51.7200.514.40015	527.46
TEAM LABORATORY CHEMICAL CORP	INV0007763	08/23/2017	8/14/17	502.51.7200.514.40043	810.50
TOTAL CONSTRUCTION & EQUIP.	70868	05/17/2017	CIT001	502.51.7200.514.40042	118.10
XCEL ENERGY	556543575	08/17/2017	Gas & Electric	502.51.7200.514.40010	28.46
XCEL ENERGY	556543575	08/17/2017	Gas & Electric	502.51.7200.514.40020	1,281.15
Fund: 502 - SEWER UTILITY FUND					160,138.86
ALL STAR PRO GOLF, INC.	261518	08/16/2017	210365	503.52.8200.523.76400	352.24
ARAMARK REFRESHMENT SERVICES	1287498	08/23/2017	48128	503.52.8300.524.76100	199.47
ARTISAN BEER COMPANY	3199775	08/23/2017	125656	503.52.8300.524.76150	281.00
ARTISAN BEER COMPANY	3200756	08/23/2017	125656	503.52.8300.524.76150	186.00
AT & T MOBILITY	287237771092X08122017	08/23/2017	287237771092	503.52.8500.526.50020	65.11
BREAKTHRU BEVERAGE MINNESOTA	1090744277	08/16/2017	102294	503.52.8300.524.76150	347.40
BREAKTHRU BEVERAGE MINNESOTA	1080674770	08/23/2017	102294	503.52.8300.524.76150	236.20
BREAKTHRU BEVERAGE MINNESOTA	1090747289	08/23/2017	102294	503.52.8300.524.76150	507.20
BREAKTHRU BEVERAGE MINNESOTA	1080677778	08/23/2017	102294	503.52.8300.524.76150	289.19
BREAKTHRU BEVERAGE MINNESOTA	1090750159	08/23/2017	102294	503.52.8300.524.76150	88.00
COCA COLA BOTTLING COMPANY	3640203832	08/16/2017	8/9/17	503.52.8300.524.76100	502.67
COCA COLA BOTTLING COMPANY	3641203850	08/23/2017	8/16/17	503.52.8300.524.76100	384.09
COLLEGE CITY BEVERAGE	195-858	08/16/2017	3592	503.52.8300.524.76150	230.40
COLLEGE CITY BEVERAGE	195-932	08/23/2017	3592	503.52.8300.524.76150	123.50
COLLEGE CITY BEVERAGE	195-1011	08/23/2017	3592	503.52.8300.524.76050	421.35
COLLEGE CITY BEVERAGE	348077	08/23/2017	3592	503.52.8300.524.76150	128.00
COVERALL OF THE TWIN CITIES INC	7070240423	08/16/2017	707-2469	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	201360-5 8/17	08/18/2017	Electric	503.52.8600.527.40020	223.62
DENNY'S 5TH AVENUE BAKERY	671139	08/16/2017	IW185	503.52.8300.524.76050	114.26
DENNY'S 5TH AVENUE BAKERY	671328	08/16/2017	IW185	503.52.8300.524.76050	71.05
DENNY'S 5TH AVENUE BAKERY	671670	08/16/2017	IW185	503.52.8300.524.76050	78.60
DENNY'S 5TH AVENUE BAKERY	672160	08/23/2017	IW185	503.52.8300.524.76050	78.60
DENNY'S 5TH AVENUE BAKERY	672634	08/23/2017	IW185	503.52.8300.524.76050	78.60
DENNY'S 5TH AVENUE BAKERY	673214	08/23/2017	IW185	503.52.8300.524.76050	72.54
DRAFT TECHNOLOGIES	8141712	08/23/2017	8/14/17	503.52.8300.524.40042	55.00
GARY'S PEST CONTROL	50708	08/16/2017	8/8/17	503.52.8500.526.40040	71.77
HEGGIES PIZZA	2303926	08/16/2017	1708	503.52.8300.524.76050	40.25
HEGGIES PIZZA	2307135	08/23/2017	1708	503.52.8300.524.76050	63.20
JJ TAYLOR DIST. COMPANY OF MN	2727148	08/16/2017	00834	503.52.8300.524.76150	295.00
JOHNSON BROTHERS LIQUOR COMPANY IN	3198071	08/16/2017	8/8/17	503.52.8300.524.76150	234.00
JOHNSON BROTHERS LIQUOR COMPANY IN	3201441	08/23/2017	125656	503.52.8300.524.76150	218.00
M. AMUNDSON LLP	243014	08/23/2017	902858	503.52.8300.524.76050	179.90
MANSFIELD OIL COMPANY	20381648	08/16/2017	24129	503.52.8400.525.60021	1,270.80
MANSFIELD OIL COMPANY	20399251	08/23/2017	24129	503.52.8400.525.60021	1,085.74

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
METRO CASH REGISTER SYSTEMS	81935	08/23/2017	8/14/17	503.52.8000.521.60010	197.76
MN DEPT OF REVENUE	July 2017	08/23/2017	Taxes	503.207.2070300	23,897.60
MN GOLF ASSOCIATION, INC.	7/15/17 45-0413-02	08/16/2017	45-0413-02	503.52.8000.521.70250	352.00
MN GOLF ASSOCIATION, INC.	7/15/17 45-0413-03	08/16/2017	45-0413-03	503.52.8000.521.70250	88.00
MN GOLF ASSOCIATION, INC.	7/15/17 45-0413-05	08/16/2017	45-0413-05	503.52.8000.521.70250	66.00
NATURE CALLS, INC.	25321	08/16/2017	7/31/17	503.52.8600.527.60022	124.27
PLAISTED COMPANIES, INC.	10274	08/16/2017	INW1	503.52.8600.527.60020	825.84
PUFFY CREAM DONUTS	1570	08/16/2017	8/1/17	503.52.8300.524.76050	105.00
SHAMROCK GROUP	2146214	08/16/2017	07176	503.52.8300.524.76100	119.90
SHAMROCK GROUP	2148618	08/23/2017	8/11/17	503.52.8300.524.76100	277.10
SHAMROCK GROUP	2149284	08/23/2017	07176	503.52.8300.524.76100	112.04
SHAMROCK GROUP	2151252	08/23/2017	8/21/17	503.52.8300.524.76100	78.60
TDS METROCOM	8/13/17 651 457 3667	08/23/2017	651 457 3667	503.52.8500.526.50020	261.71
UNIFIRST CORPORATION	090 0376547	08/16/2017	1258268	503.52.8600.527.60045	59.93
UNIFIRST CORPORATION	090 0377682	08/23/2017	1258268	503.52.8600.527.60045	59.93
UNIFIRST CORPORATION	090 0378776	08/23/2017	1258268	503.52.8600.527.60045	59.93
US FOODSERVICE	3785112	08/16/2017	03805983	503.52.8300.524.76050	1,259.59
US FOODSERVICE	3914706	08/23/2017	03805983	503.52.8300.524.76050	662.06
US FOODSERVICE	4045298	08/23/2017	03805983	503.52.8300.524.76050	868.04
WELLS FARGO CREDIT CARD ACH	Cub Foods WF 7/17	08/14/2017	Wells Fargo Purchase Cards	503.52.8300.524.76050	8.99
WELLS FARGO CREDIT CARD ACH	Graybar Electric Compa W	08/14/2017	Wells Fargo Purchase Cards	503.52.8600.527.60012	129.12
WELLS FARGO CREDIT CARD ACH	Graybar Electric WF 7/17	08/14/2017	Wells Fargo Purchase Cards	503.52.8600.527.60012	52.53
WELLS FARGO CREDIT CARD ACH	Graybar Electric WF 7/17	08/14/2017	Wells Fargo Purchase Cards	503.52.8600.527.60012	215.20
WELLS FARGO CREDIT CARD ACH	Walgreens #4882 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	503.52.8300.524.60065	5.49
WELLS FARGO CREDIT CARD ACH	Hs Posters Inc WF 7/17	08/14/2017	Wells Fargo Purchase Cards	503.52.8500.526.50025	200.00
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	503.52.8600.527.60020	92.26
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot6 WF	08/14/2017	Wells Fargo Purchase Cards	503.52.8000.521.60010	5.31
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	503.52.8300.524.76050	7.20
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 7/17	08/14/2017	Wells Fargo Purchase Cards	503.52.8300.524.76050	3.58
WELLS FARGO CREDIT CARD ACH	Amazonprime Membership	08/14/2017	Wells Fargo Purchase Cards	503.52.8500.526.60010	10.99
WELLS FARGO CREDIT CARD ACH	Holiday Stnstore 0318 WF	08/14/2017	Wells Fargo Purchase Cards	503.52.8000.521.60010	9.64
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	503.52.8600.527.60020	42.68
WITTEK	INV23170	08/16/2017	123575	503.52.8100.522.40042	306.34
XCEL ENERGY	555977162	08/17/2017	Gas & Electric	503.52.8500.526.40010	36.45
XCEL ENERGY	555977162	08/17/2017	Gas & Electric	503.52.8500.526.40020	1,384.19
XCEL ENERGY	555977162	08/17/2017	Gas & Electric	503.52.8600.527.40010	27.27
XCEL ENERGY	555977162	08/17/2017	Gas & Electric	503.52.8600.527.40020	3,355.11

Fund: 503 - INVER WOOD GOLF COURSE

45,065.21

BJORKLUND COMPENSATION CONSULTING	00003788	08/23/2017	8/16/17	602.00.2100.415.30700	3,000.00
BJORKLUND COMPENSATION CONSULTING	00003787	08/23/2017	8/16/17	602.00.2100.415.30700	4,000.00
HEPPNER'S AUTO BODY	42567	08/16/2017	7/11/17	602.00.2100.415.40048	3,313.20
INVER GROVE FORD	5236026	08/16/2017	7/26/17	602.00.2100.415.40048	23.09
LEAGUE OF MN CITIES INS TRUST	2842	08/23/2017	LMCIT 022065	602.00.2100.415.70200	15,000.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 EdgeGrove S	08/16/2017	Legal	602.00.2100.415.30420	36.00

Fund: 602 - RISK MANAGEMENT

25,372.29

1800 RADIATOR INC	73850542	08/09/2017	500165660	603.00.5300.444.40041	225.00
1800 RADIATOR INC	52897548	08/09/2017	500165660	603.00.5300.444.40041	(225.00)
1800 RADIATOR INC	73861597	08/16/2017	8/3/17	603.00.5300.444.40041	225.00
ARROW MOWER, INC.	48326	08/23/2017	GROVINVE	603.00.5300.444.40041	120.93
ARROW MOWER, INC.	48471	08/23/2017	GROVEINVE	603.00.5300.444.40041	55.44
ARROW MOWER, INC.	48485	08/23/2017	GROVINVE	603.00.5300.444.40041	12.18
CAT-PERSONAL SAFETY TRAINING	12094	08/23/2017	7/18/17	603.00.5300.444.60011	81.75
CENTENNIAL GLASS	I00007224	08/23/2017	8/14/17	603.00.5300.444.40041	50.00
DIVERSIFIED INCOME SOLUTIONS	DAG0024	08/23/2017	8/1/17	603.00.5300.444.40041	2,085.00
EHLERS AND ASSOCIATES, INC.	74368	08/23/2017	8/10/17	603.00.5300.444.70600	110.00
FERRELLGAS	1097396249	08/23/2017	7754787	603.00.5300.444.40041	53.17
GOODIN COMPANY	01629955-00	08/23/2017	1001619	603.00.5300.444.40041	401.10
GOODIN COMPANY	02228825-00	08/23/2017	1001619	603.00.5300.444.40041	95.87
HEALTFAST VEHICLE SERVICES	24272	08/23/2017	28002	603.00.5300.444.80700	283.59
HEALTFAST VEHICLE SERVICES	24273	08/23/2017	28079	603.00.5300.444.80700	283.59
HEALTFAST VEHICLE SERVICES	24274	08/23/2017	27987	603.00.5300.444.80700	283.59
INVER GROVE FORD	5236799	08/23/2017	8/9/17	603.00.5300.444.40041	7.33
KIMBALL MIDWEST	5744083	08/09/2017	222006	603.00.5300.444.40041	388.38
KIMBALL MIDWEST	5748227	08/09/2017	222006	603.00.5300.444.40041	(388.38)
KIMBALL MIDWEST	5780832	08/23/2017	222006	603.00.5300.444.60012	667.91
KREMER SERVICES LLC	51040	08/23/2017	8/8/17	603.00.5300.444.40041	167.94
MACQUEEN EMERGENCY GROUP	P00451	08/16/2017	INVER003	603.00.5300.444.40041	29.30
MACQUEEN EMERGENCY GROUP	P00452	08/16/2017	INVER003	603.00.5300.444.40041	848.00
MANSFIELD OIL COMPANY	422720	08/23/2017	23866-02-422720	603.140.1450060	9,477.27
MANSFIELD OIL COMPANY	422724	08/23/2017	23866-01-422724	603.140.1450060	4,972.32
MANSFIELD OIL COMPANY	426134	08/23/2017	23866-01-426134	603.140.1450060	859.02
MANSFIELD OIL COMPANY	426933	08/23/2017	23866-02-426933	603.140.1450060	1,122.08
MAUER CHEVROLET	16427	08/23/2017	8/11/17	603.00.5300.444.40041	703.02
METRO JANITORIAL SUPPLY INC	11014486	08/23/2017	6/28/17	603.00.5300.444.60012	101.28
METRO JANITORIAL SUPPLY INC	11014529	08/23/2017	8/17/17	603.00.5300.444.60012	386.65
MID CITY SERIVCES, INC.	64727	08/16/2017	8/4/17	603.00.5300.444.40065	45.75
MID CITY SERIVCES, INC.	65173	08/23/2017	8/18/17	603.00.5300.444.40065	45.75

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF REVENUE	AUGUST 2017	08/23/2017	AUGUST 2017 PETRO TAX	603.00.5300.444.60021	411.83
NAPA OF INVER GROVE HEIGHTS	5342-504438	08/16/2017	11019	603.00.5300.444.40041	9.23
NUSS TRUCK AND EQUIPMENT	M-11815	08/16/2017	7/25/17	603.00.5300.444.80700	67,037.15
NUSS TRUCK AND EQUIPMENT	4526237P	08/23/2017	38679B	603.00.5300.444.40041	27.67
O' REILLY AUTO PARTS	1767-281940	08/16/2017	1578028	603.00.5300.444.40041	52.82
O' REILLY AUTO PARTS	1767-281946	08/16/2017	1578028	603.00.5300.444.40041	23.27
O' REILLY AUTO PARTS	1767-282018	08/16/2017	1578028	603.00.5300.444.40041	47.61
O' REILLY AUTO PARTS	1767-282122	08/16/2017	1578028	603.00.5300.444.40041	341.47
O' REILLY AUTO PARTS	1767-282132	08/16/2017	1578028	603.00.5300.444.40041	146.85
O' REILLY AUTO PARTS	1767-282198	08/16/2017	1578028	603.140.1450050	65.54
O' REILLY AUTO PARTS	1767-282497	08/16/2017	1578028	603.140.1450050	21.90
O' REILLY AUTO PARTS	1767-282534	08/16/2017	1578028	603.00.5300.444.40041	70.00
O' REILLY AUTO PARTS	1767-282210	08/16/2017	1578028	603.140.1450050	105.64
O' REILLY AUTO PARTS	1767-282954	08/16/2017	1578028	603.140.1450050	30.94
O' REILLY AUTO PARTS	1767-282955	08/16/2017	1578028	603.00.5300.444.40041	213.04
O' REILLY AUTO PARTS	1767-283143	08/23/2017	INVER	603.00.5300.444.60012	14.49
O' REILLY AUTO PARTS	1767-283153	08/23/2017	1578028	603.00.5300.444.40041	62.78
O' REILLY AUTO PARTS	1767-283321	08/23/2017	1578028	603.140.1450050	58.60
O' REILLY AUTO PARTS	1767-283373	08/23/2017	1578028	603.140.1450050	47.24
O' REILLY AUTO PARTS	1767-283495	08/23/2017	1578028	603.00.5300.444.40041	4.42
O' REILLY AUTO PARTS	1767-284671	08/23/2017	62588	603.00.5300.444.40041	47.77
O' REILLY AUTO PARTS	1767-284817	08/23/2017	1578028	603.00.5300.444.40041	25.96
O' REILLY AUTO PARTS	1767-284828	08/23/2017	1578028	603.00.5300.444.40041	(25.96)
O' REILLY AUTO PARTS	1767-283322	08/23/2017	1578028	603.00.5300.444.40041	(62.78)
PUMP AND METER SERVICE INC	83167	08/23/2017	494500	603.00.5300.444.40040	263.00
PUMP AND METER SERVICE INC	27676-29242SO	08/23/2017	494500	603.00.5300.444.40040	695.33
PUMP AND METER SERVICE INC	27689-29246SO	08/23/2017	494500	603.00.5300.444.40040	155.95
RHOMAR INDUSTRIES, INC	89442	08/23/2017	1563	603.00.5300.444.60012	276.11
RUFFRIDGE-JOHNSON	IA07128	08/23/2017	8/1/17	603.00.5300.444.40041	212.93
RUFFRIDGE-JOHNSON	IA07861	08/23/2017	8/7/17	603.00.5300.444.40041	1,685.93
TITAN MACHINERY	9715775	08/23/2017	3332986	603.00.5300.444.40041	289.52
TRUCK UTILITIES, INC.	0314009	08/23/2017	0319988	603.00.5300.444.80700	20,050.00
TRUCK UTILITIES, INC.	0314010	08/23/2017	000154	603.00.5300.444.80700	30,235.00
UNIFIRST CORPORATION	090 0376465	08/16/2017	1051948	603.00.5300.444.40065	158.51
UNIFIRST CORPORATION	090 0376465	08/16/2017	1051948	603.00.5300.444.60045	46.21
UNIFIRST CORPORATION	090 0378693	08/23/2017	1051948	603.00.5300.444.40065	158.57
UNIFIRST CORPORATION	090 0378693	08/23/2017	1051948	603.00.5300.444.60045	46.21
WELLS FARGO CREDIT CARD ACH	Mn Dvs Inv Grv Hts 161 WI	08/14/2017	Wells Fargo Purchase Cards	603.00.5300.444.50070	377.00
WELLS FARGO CREDIT CARD ACH	Mn Dvs Inv Grv Hts 161 WI	08/14/2017	Wells Fargo Purchase Cards	603.00.5300.444.50070	9.24
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	603.00.5300.444.40041	40.25
WELLS FARGO CREDIT CARD ACH	The Gps Store WF 7/17	08/14/2017	Wells Fargo Purchase Cards	603.00.5300.444.80700	131.80
WESTERN PETROLEUM COMPANY	97510137-41801	08/23/2017	112741	603.140.1450050	1,393.00
WESTERN PETROLEUM COMPANY	97510696-41801	08/23/2017	112741	603.140.1450050	45.26
XCEL ENERGY	556330698	08/17/2017	Gas & Electric	603.00.5300.444.40010	62.17
XCEL ENERGY	556330698	08/17/2017	Gas & Electric	603.00.5300.444.40020	1,648.45
Fund: 603 - CENTRAL EQUIPMENT					150,332.75
COORDINATED BUSINESS SYSTEMS	CNIN243387 B	08/23/2017	4502588	604.00.2200.416.40050	1,000.00
INNOVATIVE OFFICE SOLUTIONS	SUM-033980	08/23/2017	S28777	604.00.2200.416.60010	1,562.33
Fund: 604 - CENTRAL STORES					2,562.33
AEP ONSITE PARTNERS, LLC	419-21076478	08/23/2017	8/24/17	605.00.7500.460.40020	3,130.04
ELECTRIC FIRE & SECURITY	C488	08/23/2017	CIT800	605.00.7500.460.50055	298.00
HILLYARD INC	602632182	08/16/2017	274069	605.00.7500.460.60016	291.53
HILLYARD INC	602636521	08/16/2017	274069	605.00.7500.460.60016	31.36
HUEBSCH SERVICES	3917940	09/16/2017	100075	605.00.7500.460.40065	115.98
LONE OAK COMPANIES	8/8/17	08/16/2017	UTILITY BILLING	605.00.7500.460.50035	1,426.00
SPOK, INC.	A0317493T	08/16/2017	0317493-5	605.00.7500.460.40065	4.57
WELLS FARGO CREDIT CARD ACH	Mei Total Elevator Sol WF	08/14/2017	Wells Fargo Purchase Cards	605.00.7500.460.40040	253.61
WELLS FARGO CREDIT CARD ACH	Horwitz WF 7/17	08/14/2017	Wells Fargo Purchase Cards	605.00.7500.460.40040	1,591.86
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	08/14/2017	Wells Fargo Purchase Cards	605.00.7500.460.60016	15.99
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	605.00.7500.460.40040	30.28
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	605.00.7500.460.60011	45.58
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	08/14/2017	Wells Fargo Purchase Cards	605.00.7500.460.60016	41.97
XCEL ENERGY	556330698	08/17/2017	Gas & Electric	605.00.7500.460.40020	4,101.19
Fund: 605 - CITY FACILITIES					11,377.96
ALLSTREAM BUSINESS US, INC.	14834927	08/23/2017	645862	606.00.1400.413.50020	1,050.22
CDW GOVERNMENT INC	JQP2756	08/16/2017	2394832	606.00.1400.413.80610	525.95
CDW GOVERNMENT INC	JRB6722	08/16/2017	2394832	606.00.1400.413.80610	7,889.96
CDW GOVERNMENT INC	JRR2413	08/23/2017	2394832	606.00.1400.413.80610	1,671.96
CIVICPLUS	166094	08/16/2017	10/1/17	606.00.1400.413.30700	2,743.64
HARRIS COMPUTER SYSTEMS	CT034540	08/16/2017	7/7/17	606.00.1400.413.80620	8,580.00
HARRIS COMPUTER SYSTEMS	CT034589	08/16/2017	7/13/17	606.00.1400.413.80620	7,672.50
HARRIS COMPUTER SYSTEMS	CT034917	08/16/2017	8/8/17	606.00.1400.413.80620	9,859.50
MN DEPT OF REVENUE	July 2017	08/23/2017	Taxes	606.00.1400.413.60015	0.33
MN DEPT OF REVENUE	July 2017	08/23/2017	Taxes	606.00.1400.413.60041	200.02
MN DEPT OF REVENUE	July 2017	08/23/2017	Taxes	606.00.1400.413.80620	223.16
NDC4	42517-A	08/23/2017	2016 STREAMING EXPENSES	606.00.1400.413.30700	9,782.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETTY CASH-WF PURCHASE CARD FEES	PATRICK MYLAN WF OOf	08/16/2017	Wells Fargo Out of Pocket Reimburseme	606.00.1400.413.50065	24.61
PETTY CASH-WF PURCHASE CARD FEES	PATRICK MYLAN WF OOf	08/16/2017	Wells Fargo Out of Pocket Reimburseme	606.00.1400.413.50065	186.18
PETTY CASH-WF PURCHASE CARD FEES	PATRICK MYLAN WF OOf	08/16/2017	Wells Fargo Out of Pocket Reimburseme	606.00.1400.413.50065	26.75
PETTY CASH-WF PURCHASE CARD FEES	PATRICK MYLAN WF OOf	08/16/2017	Wells Fargo Out of Pocket Reimburseme	606.00.1400.413.50065	26.75
PETTY CASH-WF PURCHASE CARD FEES	PATRICK MYLAN WF OOf	08/16/2017	Wells Fargo Out of Pocket Reimburseme	606.00.1400.413.50065	32.64
PETTY CASH-WF PURCHASE CARD FEES	PATRICK MYLAN WF OOf	08/16/2017	Wells Fargo Out of Pocket Reimburseme	606.00.1400.413.50065	186.18
WELLS FARGO CREDIT CARD ACH	Dri Vmware WF 7/17 CR	08/14/2017	Wells Fargo Purchase Cards	606.00.1400.413.60040	(5.70)
WELLS FARGO CREDIT CARD ACH	Nli Sharefile WF 7/17	08/14/2017	Wells Fargo Purchase Cards	606.00.1400.413.30700	21.82
WELLS FARGO CREDIT CARD ACH	Dropbox 72x4d7tqy5jb WF	08/14/2017	Wells Fargo Purchase Cards	606.00.1400.413.50070	9.99
WELLS FARGO CREDIT CARD ACH	Canal Park Lodge WF 7/17	08/14/2017	Wells Fargo Purchase Cards	606.00.1400.413.50080	216.84
Fund: 606 - TECHNOLOGY FUND					50,925.30
CLEMENTS CONSULTING	8/9/17	08/23/2017	ESCROW REFUND	702.229.2287601	2,319.91
DANNER INC	8/9/17	08/23/2017	ESCROW REFUND - DANNER FAMILY	702.229.2288201	2,965.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Blackstone Pr	08/16/2017	Legal	702.229.2299302	12.50
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Blackstone Vi	08/16/2017	Legal	702.229.2287302	380.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Briguet CGA	08/16/2017	Legal	702.229.2300301	55.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Clark Road Pl	08/16/2017	Legal	702.229.2292201	66.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Eggert Encro	08/16/2017	Legal	702.229.2301701	165.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Forfeiture-Ch	08/16/2017	Legal	702.229.2291000	160.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Forfeiture-Dai	08/16/2017	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Forfeiture-Dei	08/16/2017	Legal	702.229.2291000	128.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Forfeiture-Doi	08/16/2017	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Forfeiture-Jos	08/16/2017	Legal	702.229.2291000	444.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Forfeiture-Lo	08/16/2017	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Forfeiture-Ma	08/16/2017	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Forfeiture-Ric	08/16/2017	Legal	702.229.2291000	56.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Forfeiture-Ris	08/16/2017	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Forfeiture-Sur	08/16/2017	Legal	702.229.2291000	636.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Inver Grove H	08/16/2017	Legal	702.229.2300202	266.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Police-Forfeiti	08/16/2017	Legal	702.229.2291000	320.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 River Heights	08/16/2017	Legal	702.229.2305402	57.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Robert Curve	08/16/2017	Legal	702.229.2285901	2,815.00
LEVANDER, GILLEN & MILLER P.A.	81000E 7/17 Travel Tags -	08/16/2017	Legal	702.229.2302701	121.00
MCLEOD COUNTY	43CR17866	08/16/2017	BRANDON ROTH	702.229.2291000	300.00
PETTY CASH - POLICE	8/23/17	08/23/2017	PETTY CASH REQUEST	702.229.2291000	21.75
PETTY CASH - POLICE	8/23/17	08/23/2017	PETTY CASH REQUEST	702.229.2291000	106.00
RAMSEY COUNTY SHERIFF'S DEPT	62VB1543680	08/23/2017	SANTO THOMAS MCDONALD	702.229.2291000	600.00
RAMSEY COUNTY SHERIFF'S DEPT	62CR17435	08/23/2017	PAUL FREDERICK DODD	702.229.2291000	500.00
ROSEMOUNT STORAGE	8/11/17	08/23/2017	ESCROW REFUND	702.229.2282201	2,970.95
SHORT ELLIOTT HENDRICKSON, INC.	336001	08/16/2017	4340	702.229.2293301	500.00
WELLS FARGO CREDIT CARD ACH	Ti Taser Intl WF 7/17	08/14/2017	Wells Fargo Purchase Cards	702.229.2291000	5,955.65
WITTMIER, SYDNEY OR JOSHUA	8/8/17	08/16/2017	ESCROW REDUCTION 2122 94TH COL	702.229.2300802	9,000.00
Fund: 702 - ESCROW FUND					30,992.76
Grand Total					2,519,212.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 2 and Pay Voucher No. 2 for City Project No. 2016-09E – Bancroft Way Area Reconstruction

Meeting Date: August 28, 2017
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Steve W. Dodge, Asst. City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

SWD *ST*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 2 and Pay Voucher No. 2 for City Project No. 2016-09E – Bancroft Way Area Reconstruction.

SUMMARY

The improvements were ordered as part of the 2017 Pavement Management Program. The contract was awarded in the amount of \$1,356,207.30 to McNamara Contracting, Inc., on May 8, 2017 for 2017 Pavement Management Program, City Project No. 2016-09E – Bancroft Way Area Reconstruction. Change Order No. 1 reduced bid quantities in Bid Schedule 5 – Rain Gardens, for a revised total contract of \$1,312,241.30.

Change Order No. 2, in the amount of \$16,038.00, covers costs to provide a full application of lawn seed for the entire boulevard area to be hand applied and raked into the soil prior to hydroseeding. The City has successfully utilized this technique on City Project No. 2012-09D – 65th Street and City Project No. 2015-09E – 47th Street and Boyd area to promote a thick vegetative planting for the boulevards on the projects. This technique is being added by Change Order No. 2. The City specifications on future projects will be modified to include this work in the base project. This technique was developed to reduce the City's previous issues with sod on boulevards and subsequent resodding. This item will be funded through the project contingency. (See attached Change Order No. 2 for full explanation).

I recommend approval of Change Order No. 2 in the amount of \$16,038.00, (for a revised contract amount of \$1,328,279.30), and Pay Voucher No. 2 in the amount of \$430,215.00 for work on City Project No. 2016-09E – Bancroft Way Area Reconstruction.

SWD/nh

Attachments: Change Order No. 2
Pay Voucher No. 2

CHANGE ORDER NO. 2

2017 PAVEMENT MANAGEMENT PROGRAM 2017 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2016-09E – BANCROFT WAY AREA RECONSTRUCTION

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 28, 2017
Contractor: McNamara Contracting, Inc. 16700 Chippendale Ave. Rosemount, MN 55068	Engineer: SEH, Inc.

PURPOSE OF CHANGE ORDER: In order to better ensure successful turf establishment, staff is recommending an additional application of seed in the boulevard areas. The contract provides for one full application to be applied as hydroseed, in conjunction with the hydromulch. Change Order No. 2 provides for a second full application, to be applied by hand and raked into the topsoil prior to the hydroseeding. The contract price for seed is \$6,043.50. The labor to hand apply and rake the seed into the soil will be done for an additional price of \$9,994.50. The total additional price to provide materials and labor for a second seeding application is \$16,038.00

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$1,356,207.30	Original Contract Time:
Previous Change Orders (\$43,966.00)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$1,312,241.30	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order \$16,038.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$1,328,279.30	Contract Time with Approved Change
Recommended By: Nick Hahn, Senior Engineering Technician	Approved By: McNamara Contracting, Inc.

Approved By:


 Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

August 28, 2017

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

ESTIMATE NO: 2 (Two)
DATE: August 28, 2017
PERIOD ENDING: July 31, 2017
CONTRACT: 2017 Pavement Management Program
PROJECT NO: 2016-09E – Bancroft Way Area Reconstruction

TO: McNamara Contracting, Inc.
16700 Chippendale Ave.
Rosemount, MN 55068

Original Contract Amount	\$1,356,207.30
Total Addition (Change Order No. 2)	\$16,038.00
Total Deduction (Change Order No. 1)	(\$43,966.00)
Total Contract Amount.....	\$1,328,279.30
Total Value of Work to Date.....	\$847,809.70
Less Retained (5%)	\$42,390.49
Less Previous Payment.....	\$375,204.21
Total Approved for Payment this Voucher.....	\$430,215.00
Total Payments including this Voucher	\$805,419.21

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through July 31, 2017.

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>August 28, 2017</u>
Signed by:	_____ McNamara Contracting, Inc.	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>August 28, 2017</u>

PAYMENT DETAIL LIST

Contract: CP 2016-09E
 Owner: City of Inver Grove Heights
 Projects: Bancroft Way Area Reconstruction

SEH Job No: INVER 138128

Schedule: 1
 Description: Street Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LS	1.00	1.00	\$ 15,675.00	\$ 15,675.00	\$ 15,675.00
2	2100.601	NIGHT WORK	EACH	3.00		\$ 100.00	\$ 300.00	\$ -
3	2101.502	CLEARING	TREE	1.00		\$ 450.00	\$ 450.00	\$ -
4	2101.507	GRUBBING	TREE	1.00		\$ 300.00	\$ 300.00	\$ -
5	2104.501	REMOVE CURB AND GUTTER	LF	7165.00	7121.00	\$ 3.00	\$ 21,495.00	\$ 21,363.00
6	2104.503	REMOVE BITUMINOUS PAVEMENT	SF	200.00		\$ 0.01	\$ 2.00	\$ -
7	2104.505	REMOVE BITUMINOUS DRIVEWAY OR TRAIL PAVEMENT	SY	1674.00	1484.00	\$ 5.00	\$ 8,370.00	\$ 7,420.00
8	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	273.00	328.00	\$ 16.00	\$ 4,368.00	\$ 5,248.00
9	2104.523	SALVAGE SIGN TYPE C	EACH	7.00		\$ 27.00	\$ 189.00	\$ -
10	2104.523	SALVAGE SIGN TYPE SPECIAL	EACH	1.00		\$ 27.00	\$ 27.00	\$ -
11	2105.501	COMMON EXCAVATION (EV) (P)	CY	14336.00	14336.00	\$ 15.00	\$ 215,040.00	\$ 215,040.00
12	2105.507	SUBGRADE EXCAVATION (EV)	CY	200.00	29.00	\$ 20.00	\$ 4,000.00	\$ 580.00
13	2105.522	SELECT GRANULAR BORROW (CV)	CY	11372.00	10907.00	\$ 13.50	\$ 153,522.00	\$ 147,244.50
14	2105.541	STABILIZING AGGREGATE	CY	100.00		\$ 35.00	\$ 3,500.00	\$ -
15	2105.604	GEOTEXTILE FABRIC, TYPE V	SY	17057.00	16347.00	\$ 1.00	\$ 17,057.00	\$ 16,347.00
16	2123.610	STREET SWEEPING (WITH PICKUP BROOM)	HOURL	120.00		\$ 65.00	\$ 7,800.00	\$ -
17	2130.601	WATER USAGE ALLOWANCE	LS	1.00		\$ 2,500.00	\$ 2,500.00	\$ -
18	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	5745.00		\$ 4.00	\$ 22,980.00	\$ -
19	2331.604	EDGE MILL BITUMINOUS SURFACE	SY	37.00		\$ 17.00	\$ 629.00	\$ -
20	2331.604	BITUMINOUS PAVEMENT RECLAMATION (P)	SF	134622.00	134622.00	\$ 0.15	\$ 20,193.30	\$ 20,193.30
21	2357.502	BITUMINOUS TACK COAT	GAL	960.00		\$ 2.00	\$ 1,920.00	\$ -
22	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	1786.00		\$ 44.00	\$ 78,584.00	\$ -
23	2360.501	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	1786.00		\$ 42.00	\$ 75,012.00	\$ -
24	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,E), 6.0" - DRIVEWAY	TON	566.00		\$ 75.00	\$ 42,450.00	\$ -
25	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	200.00		\$ 0.01	\$ 2.00	\$ -
26	2501.602	EXCAV. SPECIAL (POTHOLE EXISTING UTILITY)	EACH	10.00	3.00	\$ 500.00	\$ 5,000.00	\$ 1,500.00
27	2502.521	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT	LF	7200.00	7003.00	\$ 6.00	\$ 43,200.00	\$ 42,018.00
28	2502.521	4" PVC SUMP BASKET PIPE	LF	400.00	11.00	\$ 7.00	\$ 2,800.00	\$ 77.00
29	2504.602	ADJUST CURB STOP BOX	EACH	20.00		\$ 125.00	\$ 2,500.00	\$ -
30	2504.604	4" POLYSTYRENE INSULATION	SY	80.00		\$ 31.00	\$ 2,480.00	\$ -
31	2506.602	CONSTRUCT DRAINAGE STRUCTURE (SUMP BASKET)	EACH	8.00	1.00	\$ 475.00	\$ 3,800.00	\$ 475.00
32	2521.501	PEDESTRIAN CURB RAMP	EACH	2.00	2.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
33	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LF	7245.00	7243.00	\$ 10.30	\$ 74,623.50	\$ 74,602.90
34	2531.501	CONCRETE CURB AND GUTTER (HAND POUR)	LF	80.00		\$ 17.50	\$ 1,400.00	\$ -
35	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	270.00	338.00	\$ 45.00	\$ 12,150.00	\$ 15,210.00
36	2531.507	DECORATIVE DRIVEWAY ALLOWANCE	LS	1.00		\$ 5,000.00	\$ 5,000.00	\$ -
37	2531.604	6" WING APRON	SF	398.00	400.00	\$ 6.00	\$ 2,388.00	\$ 2,400.00
38	2531.604	6" CONCRETE VALLEY GUTTER	LF	151.00		\$ 27.00	\$ 4,077.00	\$ -

39	2531.604	HIGH EARLY STRENGTH CONCRETE	CY	100.00		\$	16.00	\$	1,600.00	\$	-
40	2540.601	MAILBOX MAINTENANCE	LS	1.00	0.50	\$	3,150.00	\$	3,150.00	\$	1,575.00
41	2563.601	TRAFFIC CONTROL ALLOWANCE	LS	1.00	0.86	\$	10,000.00	\$	10,000.00	\$	8,600.00
42	2564.531	SIGN PANELS TYPE C	SF	87.00		\$	37.00	\$	3,219.00	\$	-
43	2564.537	INSTALL SIGN TYPE SPECIAL	EACH	1.00		\$	53.00	\$	53.00	\$	-
44	2572.125	PRUNE TREES	HR	40.00		\$	150.00	\$	6,000.00	\$	-
45	2573.502	SILT FENCE, TYPE MS	LF	325.00		\$	2.00	\$	650.00	\$	-
46	2573.530	STORM DRAIN INLET PROTECTION (WIMCO)	EACH	45.00	39.00	\$	130.00	\$	5,850.00	\$	5,070.00
47	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LF	200.00	60.00	\$	4.00	\$	800.00	\$	240.00
48	2573.535	STABILIZED CONSTRUCTION EXIT	LS	1.00		\$	1,250.00	\$	1,250.00	\$	-
49	2573.550	EROSION CONTROL SUPERVISOR	LS	1.00	1.00	\$	300.00	\$	300.00	\$	300.00
50	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LS	1.00		\$	10,000.00	\$	10,000.00	\$	-
51	2573.602	DEWATERING (EXCAVATION)	LS	1.00		\$	100.00	\$	100.00	\$	-
52	2574.525	BOULEVARD TOPSOIL BORROW (CV)	CY	1913.00		\$	33.00	\$	63,129.00	\$	-
53	2575.501	SEEDING (MIX 25-151)	ACRE	2.37		\$	2,550.00	\$	6,043.50	\$	-
54	2575.560	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	7128.00		\$	1.00	\$	7,128.00	\$	-
55	2575.572	RAPID STABILIZATION METHOD 2 MODIFIED	SY	2868.00		\$	2.00	\$	5,736.00	\$	-

Schedule 1 Subtotal: \$ 983,792.30 \$ 604,178.70

Schedule: 2 Storm Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (STORM)	LF	1212.00	926.00	8.00	\$ 9,696.00	\$ 7,408.00
2	2104.501	REMOVE STORM STRUCTURE	EACH	22.00	23.00	181.00	\$ 3,982.00	\$ 4,163.00
3	2503.503	RECONSTRUCT DRAINAGE STRUCTURE (STORM)	EACH	1.00		1,100.00	\$ 1,100.00	\$ -
4	2503.511	12" CP PIPE SEWER	LF	16.00	15.00	35.00	\$ 560.00	\$ 525.00
5	2503.541	15" RC PIPE SEWER DES 3006 CL V	LF	1594.00	1532.00	38.00	\$ 60,572.00	\$ 58,216.00
6	2503.541	18" RC PIPE SEWER DES 3006 CL III	LF	32.00		56.00	\$ 1,792.00	\$ -
7	2503.541	24" RC PIPE SEWER DES 3006 CL III	LF	16.00		62.00	\$ 992.00	\$ -
8	2503.541	27" RC PIPE SEWER DES 3006 CL III	LF	16.00		70.00	\$ 1,120.00	\$ -
9	2503.541	30" RC PIPE SEWER DES 3006 CL III	LF	8.00		75.00	\$ 600.00	\$ -
10	2503.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	1.00	1.00	1,200.00	\$ 1,200.00	\$ 1,200.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	15.00	15.00	875.00	\$ 13,125.00	\$ 13,125.00
12	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' X 3' CB	EACH	7.00	7.00	2,200.00	\$ 15,400.00	\$ 15,400.00
13	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	18.00	19.00	2,600.00	\$ 46,800.00	\$ 49,400.00
14	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	EACH	1.00	1.00	3,900.00	\$ 3,900.00	\$ 3,900.00
15	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 72-4020	EACH	1.00	1.00	5,200.00	\$ 5,200.00	\$ 5,200.00

Schedule 2 Subtotal: \$ 166,039.00 \$ 158,537.00

Schedule: 3								
Description: Water Main Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE WATER SERVICE	EACH	5.00		\$ 250.00	\$ 1,250.00	\$ -
2	2104.501	REMOVE GATE VALVE BOX	EACH	15.00	15.00	\$ 625.00	\$ 9,375.00	\$ 9,375.00
3	2104.501	REMOVE WATERMAIN	LF	85.00		\$ 18.00	\$ 1,530.00	\$ -
4	2104.523	SALVAGE HYDRANT AND GATE VALVE	EACH	2.00	5.00	\$ 350.00	\$ 700.00	\$ 1,750.00
5	2504.601	IRRIGATION ALLOWANCE	LS	1.00		\$ 2,500.00	\$ 2,500.00	\$ -
6	2504.602	1" CORPORATION STOP	EACH	5.00		\$ 105.00	\$ 525.00	\$ -
7	2504.602	1" TYPE K COPPER	EACH	200.00		\$ 31.00	\$ 6,200.00	\$ -
8	2504.602	1" CURB STOP AND BOX	EACH	5.00		\$ 337.00	\$ 1,685.00	\$ -
9	2504.602	6" GATE VALVE BOX	EACH	17.00	15.00	\$ 1,100.00	\$ 18,700.00	\$ 16,500.00
10	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	5.00		\$ 240.00	\$ 1,200.00	\$ -
11	2504.602	INSTALL HYDRANT & GATE VALVE	EACH	2.00	5.00	\$ 5,200.00	\$ 10,400.00	\$ 26,000.00
12	2504.608	DI FITTINGS (EPOXY COATED)	LB	26.00	95.00	\$ 14.00	\$ 364.00	\$ 1,330.00
Schedule 3 Subtotal:							\$ 54,429.00	\$ 54,955.00

Schedule: 4								
Description: Sanitary Sewer Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.509	REMOVE SANITARY SEWER SERVICE	EACH	5.00		\$ 300.00	\$ 1,500.00	\$ -
2	2104.509	REMOVE CASTING AND RINGS (SANITARY)	EACH	20.00	20.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00
3	2503.602	F&I EXTERNAL MANHOLE CHIMNEY SEAL	EACH	23.00		\$ 150.00	\$ 3,450.00	\$ -
4	2503.602	SANITARY SEWER SERVICE ADJUSTMENT	EACH	5.00		\$ 1,300.00	\$ 6,500.00	\$ -
5	2503.603	RECONSTRUCT STRUCTURE (SANITARY)	EACH	3.00	3.00	\$ 2,600.00	\$ 7,800.00	\$ 7,800.00
6	2503.606	SANITARY MANHOLE UMBRELLAS	EACH	23.00	20.00	\$ 60.00	\$ 1,380.00	\$ 1,200.00
7	2506.521	INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	23.00		\$ 775.00	\$ 17,825.00	\$ -
Schedule 4 Subtotal:							\$ 40,455.00	\$ 11,000.00

Schedule: 5								
Description: Rain Garden Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2411.602	RAIN GARDEN RET. WALL (MODULAR BLOCK)	SQFT	500.00		\$ 42.00	\$ 21,000.00	\$ -
2	2411.602	RAIN GARDEN RET. WALL (BOULDER)	SQFT	500.00		\$ 31.50	\$ 15,750.00	\$ -
3	2411.602	FORD A1 COVER	EACH	16.00		\$ 140.00	\$ 2,240.00	\$ -
4	2411.602	LIMESTONE SPLASH BLOCK	EACH	30.00		\$ 55.00	\$ 1,650.00	\$ -
5	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	160.00		\$ 10.00	\$ 1,600.00	\$ -
6	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	8.00		\$ 104.00	\$ 832.00	\$ -
7	2504.602	4"x4" TEE (DRAIN TILE TO PVC)	EACH	8.00		\$ 40.00	\$ 320.00	\$ -
8	2504.602	4" KNIFE VALVE AND BOX	EACH	8.00		\$ 300.00	\$ 2,400.00	\$ -
9	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 1 (CURBSIDE RAIN GARDEN)	EACH	8.00	1.00	\$ 2,100.00	\$ 16,800.00	\$ 2,100.00
10	2540.603	LANDSCAPE EDGER PLASTIC	LF	600.00		\$ 7.50	\$ 4,500.00	\$ -
11	2571.507	NATIVE PLUGS	PLANT	1200.00		\$ 3.70	\$ 4,440.00	\$ -
12	2571.618	RAIN GARDEN PREPARATION, SAND AND COMPOST BEDDING	SF	1600.00		\$ 10.25	\$ 16,400.00	\$ -
Schedule 5 Subtotal:							\$ 87,932.00	\$ 2,100.00

Schedule: 6								
Description: Babcock Trail Culvert Crossing								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LS	1.00	1.00	\$ 500.00	\$ 500.00	\$ 500.00
2	2104.503	REMOVE BITUMINOUS PAVEMENT	SF	760.00	1066.00	\$ 2.00	\$ 1,520.00	\$ 2,132.00
3	2105.522	SELECT GRANULAR BORROW (CV)	CY	63.00		\$ 30.00	\$ 1,890.00	\$ -
4	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	22.00		\$ 20.00	\$ 440.00	\$ -
5	2331.604	EDGE MILL BITUMINOUS SURFACE	SY	25.00		\$ 25.00	\$ 625.00	\$ -
6	2357.502	BITUMINOUS TACK COAT	GAL	4.00		\$ 2.00	\$ 8.00	\$ -
7	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	106.00	118.50	\$ 50.00	\$ 5,300.00	\$ 5,925.00
8	2563.601	TRAFFIC CONTROL ALLOWANCE	LS	1.00		\$ 2,500.00	\$ 2,500.00	\$ -
9	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LF	90.00		\$ 3.00	\$ 270.00	\$ -
10	2574.525	BOULEVARD TOPSOIL BORROW (CV)	CY	20.00		\$ 42.00	\$ 840.00	\$ -
11	2575.501	SEEDING (MIX 25-151)	ACRE	0.15	0.15	\$ 2,600.00	\$ 390.00	\$ 390.00
12	2575.560	FLEXITERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	75.00		\$ 3.00	\$ 225.00	\$ -
13	2582.502	PAVEMENT MARKING	LF	60.00		\$ 16.00	\$ 960.00	\$ -
14	2104.501	REMOVE SEWER PIPE (STORM)	LF	70.00	70.00	\$ 14.00	\$ 980.00	\$ 980.00
15	2104.501	REMOVE STORM STRUCTURE	EACH	1.00	1.00	\$ 365.00	\$ 365.00	\$ 365.00
16	2501.515	18" RC PIPE APRON	EACH	1.00	1.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
17	2503.541	18" RC PIPE SEWER DES 3006 CL III	LF	71.00	71.00	\$ 57.00	\$ 4,047.00	\$ 4,047.00
18	2503.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	1.00	1.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
Schedule 6 Subtotal:							\$ 23,560.00	\$ 17,039.00

COST SUMMARY

Contract: CP 2016-09E
 Owner: City of Inver Grove Heights
 Project: Bancroft Way Area Reconstruction

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
1	Street Improvements	\$ 983,792.30	\$ 604,178.70
2	Storm Sewer Improvements	\$ 166,039.00	\$ 158,537.00
3	Rain Garden Improvements	\$ 87,932.00	\$ 2,100.00
4	Water Main Improvements	\$ 54,429.00	\$ 54,955.00
5	Sanitary Sewer Improvements	\$ 40,455.00	\$ 11,000.00
6	Babcock Trail Culvert Crossing	\$ 23,560.00	\$ 17,039.00
Total Base Cost		\$ 1,356,207.30	\$ 847,809.70
Change Order No. 1		\$ (43,966.00)	
Change Order No. 2		\$ 16,038.00	
Total Contract Amount		\$ 1,328,279.30	
Contract Work Completed To Date			\$ 847,809.70
Retainage		5.00%	\$ 42,390.49
Previous Payments			\$ 375,204.21
Amount Due This Partial Payment #2			\$ 430,215.00

Current Construction Cost Breakdown to Date (Internal Use Only, Not for City Council Memo)							
Date of Council Action: 08/28/2017							
City Project No.	Original Contract Amount	Total Change Orders	Contract Work Completed to Date	Retainage	Current Payment	Paid to Date	Current Contract Amount
2016-09E	\$1,356,207.30	-\$27,928.00	\$847,809.70	\$42,390.49	\$430,215.00	\$805,419.21	\$1,328,279.30
Totals:	\$1,356,207.30	-\$27,928.00	\$847,809.70	\$42,390.49	\$430,215.00	\$805,419.21	\$1,328,279.30

Note: Update and submit this breakdown to the Finance Department for each pay voucher.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving Feasibility Report, Scheduling a Public Hearing, and Authorizing Preparation of Plans and Specifications for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard

Meeting Date: August 28, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

- | | |
|-------------------------------------|--|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Pavement Management Fund, Special Assessments, Utility Funds, DEED Grant, MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds |

PURPOSE/ACTION REQUESTED

Consider a resolution receiving feasibility report, scheduling a public hearing, and authorizing preparation of plans and specifications for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard.

SUMMARY

On May 12, 2014, City Council approved a resolution awarding a contract to Kimley-Horn & Associates, Inc. for preparation of the feasibility report and other engineering services for Broderick Boulevard and Reconstruction project. On November 23, 2015, the City Council approved additional engineering services due to the complexity of the project design, funding/ assessments, and communications with the neighborhood. Once state funding was secured via the DEED Grant and state reconstruction bonds, the Council approved (June 12, 2017) additional engineering services to prepare the preliminary design for the project.

Broderick Boulevard Reconstruction consists of partial reconstruction from 80th Street East to College Trail, full reconstruction from College Trail to Concord Boulevard, ten-foot bituminous trail 80th Street East to College Trail, pavement rehabilitation of existing bituminous trail from College Trail to Concord Boulevard, new 6-foot concrete sidewalk from Brooks Boulevard to Concord Boulevard and storm sewer, sanitary sewer and watermain adjustments to accommodate roadway, trail, and sidewalk improvements.

The total estimated project cost is \$5,945,000, with \$655,624 in estimated assessments, for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard. The City has secured additional funding in a \$852,500 DEED Grant and \$1.0 million in State Reconstruction Bonds through the Minnesota Legislative Bonding Bill.

A multi-faceted funding package has been prepared in the feasibility report which includes the pavement management fund, special assessments, utility funds, DEED Grant, Mn State Reconstruction Bonds, State Aid Funds, and street reconstruction bonds.

A preliminary assessment roll has been prepared. The proposed assessments are significantly less than the allowable caps provided by the appraiser's benefit analysis due to the grant and state funding.

	<u>Assessment Cap</u>	<u>Proposed Assessment</u>
Single Family	\$3,200	\$975
Townhomes/Apts.	\$2,100	\$450 - \$875
Commercial	\$1 per SF	\$0.12 - \$0.30

Multiple open houses were held. Two meetings were held on May 27, 2015 to receive public input and provide a time convenient for area residents and businesses to attend. Following the first two open houses, it was determined that further outreach was necessary to get more attendance from area businesses. A third open house was then held on June 18, 2015. A separate meeting was conducted with IHCC to discuss the project and gather their input. Both the IHCC and the general public who attended the open house meetings expressed their support for the proposed street improvements.

The IHCC was asked specifically for their input on the proposed trail between College Trail and 80th Street. The construction of this trail also eliminates the on-street parking currently used frequently by college students. The IHCC expressed their support for the trail construction and elimination of on-street parking along Broderick Boulevard.

The area residents and businesses expressed their general support for the reconstruction of the roadway and the improvements to vehicle and pedestrian access throughout the business corridor. Both the residents and business owners expressed concerns over the assessment amounts being proposed for the commercial property owners. The attendees indicated that the Arbor Pointe commercial development has numerous vacancies and struggling businesses that would be impacted by the proposed assessments.

An open house was held on July 26, 2017 to receive additional public input after the City was successful in receiving the \$852,500 DEED Grant and \$1 million state reconstruction bonds, which resulted in a significant reduction in the proposed assessments. The meeting was sparsely attended with five attendees from the residential townhome developments. Meeting attendees continued to be supportive of the proposed improvements and were pleased about the lower assessment amounts due to additional state funding.

All street improvements will be constructed within existing City right-of-way. However, there are portions of the proposed trail and sidewalk improvements that will require the acquisition of permanent and temporary construction easements. In order to meet ADA standards, additional temporary easements will be necessary to adjust private driveways crossing the sidewalk or trail.

I recommend that the Council adopt the resolution receiving the feasibility report, scheduling a public hearing, and authorizing preparation of plans and specifications for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard.

TJK/kf

Attachments: Resolution
Feasibility Report

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

**CONSIDER A RESOLUTION RECEIVING FEASIBILITY REPORT, SCHEDULING A PUBLIC
HEARING, AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR CITY
PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION FROM 80TH STREET
TO CONCORD BOULEVARD**

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Program, Broderick Boulevard has been identified for reconstruction; and

WHEREAS, on May 12, 2014, City Council approved a resolution awarding IPO No. 21 for preparation of the feasibility report and other engineering services for City Project No. 2015-09D – Broderick Boulevard Reconstruction; and

WHEREAS, on November 23, 2015, the Council approved IPO No. 21A and on June 12, 2017 the Council approved IPO 21B, to finalize the feasibility study and complete preliminary design for the project; and

WHEREAS, a feasibility report has been prepared for the Public Works Director with reference to City Project No. 2015-09E – Broderick Boulevard Reconstruction.

Project No. Improvements

2015-09D	Partial reconstruction from 80th Street East to College Trail, full reconstruction from College Trail to Concord Boulevard, ten-foot bituminous trail 80th Street East to College Trail, pavement rehabilitation of existing bituminous trail from College Trail to Concord Boulevard, and new 6-foot concrete sidewalk from Brooks Boulevard to Concord Boulevard. Storm sewer, sanitary sewer and watermain adjustments to accommodate roadway, trail, and sidewalk improvements
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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE INVER GROVE HEIGHTS, MINNESOTA THAT:

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$5,945,000.
2. A public hearing will be held on such improvement at 7:00 p.m. on Monday, September 25, 2017 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.
3. Preparation of final plans and specifications are hereby authorized.
2. The City Attorney, City Engineer, and consultants are authorized to begin preparation of easement acquisition needs and documents.

3. Funding shall come from the Pavement Management Fund, special assessments, utility funds, DEED Grant, MN State Reconstruction Bonds, State Aid Funds, and street reconstruction bonds.

Adopted by the City Council of Inver Grove Heights, Minnesota this 28th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



BRODERICK BOULEVARD RECONSTRUCTION

Feasibility Study and Report

City Project 2015-09D

City of Inver Grove Heights, Minnesota

August 2017



August 28, 2017

Honorable Mayor and Members of the City Council
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Attn: Scott Thureen, P.E.
Director of Public Works

Re: Feasibility Study and Report
Broderick Boulevard Reconstruction
City Project 2015-09D

Honorable Mayor and Members of the City Council:

The enclosed feasibility report has been prepared for the Broderick Boulevard Reconstruction, City Project 2015-09D, as authorized at the May 12, 2014 City Council meeting. This report investigates reconstruction of roadway, utility adjustments, trail construction and drainage improvements for the Broderick Boulevard area. The proposed scope of work, estimated costs, financing, and schedule for the improvements are detailed in this report.

Information utilized in the preparation of this report included utility as-builts, information gathered through field reviews, GIS information, topographic survey, property owner coordination meetings, preliminary design, and discussions with City staff. All available information was reviewed and considered to determine the feasibility of the proposed improvements.

We believe that the proposed improvements identified in this report are feasible, that they will benefit the properties in the project area, and that they will benefit the City of Inver Grove Heights.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink that reads "Eric Fosmo".

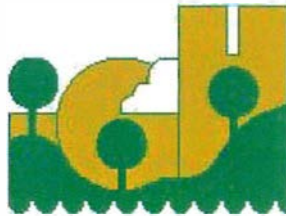
Eric Fosmo, P.E.
Project Manager

Enclosure
Cc: Tom Kaldunski, City Engineer
File 160509021

BRODERICK BOULEVARD RECONSTRUCTION

Feasibility Study and Report

CITY OF INVER GROVE HEIGHTS, MINNESOTA
CITY PROJECT 2015-09D



City of Inver Grove
Heights, Mn.

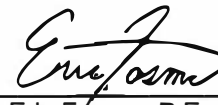
Prepared By:

Kimley»Horn

Kimley-Horn and Associates, Inc.
2550 University Avenue West
Suite 238N
St. Paul, MN 55114
(651) 643-0400

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

Signature: _____


Eric Fosmo, P.E.

Date: August 28, 2017 Lic. No. 48761

File: 160509021

CONTENTS

EXECUTIVE SUMMARY	1
1. INTRODUCTION.....	3
2. PROPOSED PUBLIC IMPROVEMENTS.....	3
3. PUBLIC INVOLVEMENT	7
4. EASEMENT REQUIREMENTS	7
5. ESTIMATED COSTS.....	8
6. METHOD OF FINANCING	8
7. PROJECT SCHEDULE	9
8. SUMMARY AND RECOMMENDATIONS.....	9
APPENDICES	
APPENDIX A – EXHIBITS	
APPENDIX B – DETAILED COST ESTIMATES	
APPENDIX C – PRELIMINARY ASSESSMENT ROLL AND MAP	
APPENDIX D – CITY TRAIL AND GAP STUDY MAP	
APPENDIX E – TRAFFIC MEMO	

EXECUTIVE SUMMARY

This feasibility study and report has been prepared for the Broderick Boulevard Reconstruction, City Project 2015-09D. The proposed project includes the following improvements along Broderick Boulevard:

- Partial reconstruction from 80th Street East to College Trail
- Full reconstruction from College Trail to Concord Boulevard
- 10-foot bituminous trail 80th Street East to College Trail
- Partial reconstruction of the existing bituminous trail from College Trail to Concord Boulevard and a new 6-foot concrete sidewalk from Brooks Boulevard to Concord Boulevard
- Storm sewer, sanitary sewer and watermain adjustments to accommodate roadway, trail, and sidewalk improvements

The estimated costs for the proposed improvements are detailed below. These costs include a 10% construction cost contingency and a 28% allowance for indirect costs.

Broderick Boulevard Improvements	Amount
Street, Trail, and Sidewalk Improvements	\$ 5,763,000
Utility Improvements	\$ 132,000
Temporary and Permanent Easement Acquisition	\$ 50,000
Total Broderick Boulevard Project Cost (CP 2015-09D)	\$ 5,945,000

The improvements are proposed to be financed through a combination of Municipal State Aid (MSA) funds, City Pavement Management Program (PMP) funds, Department of Employment and Economic Development (DEED) funding, State Budget funding, City utility funds, and assessments to benefitting property owners. The following is a preliminary financing plan:

Financing Source	Amount
DEED Host Community Grant	\$ 852,500
Additional State Budget Funds	\$ 1,000,000
PMP Funds	\$ 2,004,875
MSA Funds	\$ 1,300,000
City Utility Funds	\$ 132,000
Special Assessments	\$ 655,625
Total	\$ 5,945,000

A more detailed financing plan is provided within the body of this report.

If the City Council chooses to accept this report and schedule a public hearing, we recommend that the following project schedule be followed:

City Council Receive Final Feasibility Report	August 28, 2017
Call Public Hearing	
Public Improvement Hearing	September 25, 2017
Council Order Project	
Authorize Preparation of Plans and Specs	
Preparation of Draft Construction Documents	Summer/Fall 2017
Preparation of Final Construction Documents	Fall 2017
Council Approves Plans and Specs	November 2017
Authorize Advertisement for Bids	

Bid Opening	December 2018
City Council Receives Revised Assessment Roll	January 8, 2018
Call Assessment Hearing	
Assessment Hearing	March 12, 2018
Council Awards Contract	
Begin Construction	May 2018

Based upon the analysis completed as a part of this report, the proposed Broderick Boulevard Reconstruction, City Project 2015-09D, is feasible, necessary, and cost effective, and would benefit the properties in the project area and the City of Inver Grove Heights.

We recommend the following:

- A. The City Council accepts this feasibility report on August 28, 2017 and orders a public hearing for September 25, 2017.
- B. After receiving the appropriate staff reports, staff information, and public hearing input, the Council makes a decision on the approval or rejection of the proposed improvements.

1. INTRODUCTION

As a part of the Pavement Management Program (PMP), the City of Inver Grove Heights is proposing the full reconstruction of Broderick Boulevard from Concord Boulevard to College Trail and partial reconstruction of Broderick Boulevard from College Trail to 80th Street East. The street was originally reconstructed approximately 20 years ago and is in need of reconstruction.

On May 12, 2014, the City Council authorized the preparation of a feasibility study for the Broderick Boulevard Reconstruction, City Project 2015-09D. The proposed project includes the following improvements along Broderick Boulevard:

- Partial reconstruction from 80th Street East to College Trail
- Full reconstruction from College Trail to Concord Boulevard
- 10-foot bituminous trail 80th Street East to College Trail
- Partial reconstruction of existing bituminous trail from College Trail to Concord Boulevard and new 6-foot concrete sidewalk from Brooks Boulevard to Concord Boulevard
- Storm sewer, sanitary sewer and watermain adjustments to accommodate roadway, trail, and sidewalk improvements

The project location is shown in Appendix A, Exhibit 1.

2. PROPOSED PUBLIC IMPROVEMENTS

The following is a summary of the proposed improvements included as a part of this project.

i. Street, Storm, Trail and Sidewalk Improvements

Current pavement condition ratings of Broderick Boulevard reflect partial reconstruction of the roadway is necessary from 80th Street East to College Trail and full reconstruction of the roadway is necessary from College Trail to Concord Boulevard. Based on the geotechnical analysis completed by American Engineering Testing, Inc. (AET), traffic analysis completed by Kimley-Horn, and information provided by City staff as part of this feasibility study, the following is a summary of the proposed improvements to be included as part of the reconstruction of Broderick Boulevard.

- **Pavement Reconstruction**

The geotechnical and pavement exploration of Broderick Boulevard identified that the existing pavement on Broderick Boulevard has deteriorated and is in need of replacement. The condition of the existing pavement varied along Broderick Boulevard but can generally be broken into two segments of Broderick Boulevard; 80th Street East to College Trail and College Trail to Concord Boulevard. Per the recommendations provided by AET in the geotechnical reports and discussions with City staff, the following approach is being proposed for the reconstruction of Broderick Boulevard.

- **Partial Reconstruction** – Partial reconstruction is proposed for the northern segment of Broderick Boulevard from 80th Street East to College Trail consisting of a full depth bituminous mill. The proposed pavement section will consist of 7-inches of new bituminous pavement. If underlying soils are found to be unsuitable, a sub-cut will be performed to remove unsuitable subbase material. The sub-cut area will be backfilled with suitable, granular material.
- **Full Reconstruction** – Full reconstruction is proposed for the southern segment of Broderick Boulevard from College Trail to Concord Boulevard. The full reconstruction will include removals of existing pavement, aggregate base, and a

minimum of 2' of subbase. The proposed pavement section includes 6" of bituminous over 10" of aggregate base and 24" of select granular material. The existing curb and gutter will also be removed and replaced. Drain tile will be installed under the new curb and gutter to improve subgrade drainage conditions.

The proposed pavement sections are shown in Appendix A, Exhibits 2 and 3.

- Typical Street Section

The typical section of Broderick Boulevard varies throughout the corridor from 80th Street East to Concord Boulevard. A summary of the proposed modifications to the typical section is provided below.

- Typical Section "A" – 80th Street East to Inver Hills Community College (IHCC) Entrance Drive

This segment currently consists of a varying width rural section roadway with a raised center median separating northbound and southbound traffic. The median divided section is necessary to accommodate lane configurations at the 80th Street East intersection. Roadside ditches and ponding collect runoff and provide stormwater treatment.

Minor modifications are proposed to the typical section to facilitate the construction of a 10-foot bituminous trail on the east side of the roadway. Curb and gutter and the addition of storm sewer is proposed on the east side to provide a barrier for the bituminous trail.

- Typical Section "B" – IHCC Entrance Drive to College Trail

This segment currently consists of a 44 foot wide rural section roadway with 12-foot lanes and 10-foot paved shoulders. Roadside ditches and ponding collect runoff and provide stormwater treatment.

Modifications are proposed to the typical section to facilitate the construction of a 10-foot bituminous trail on the east side of the roadway. Shoulders are proposed to be narrowed to State Aid minimum widths and curb and gutter is proposed on the east side to provide a barrier for the bituminous trail.

- Typical Section "C" – College Trail to Brooks Boulevard

This segment currently consists of a 32 foot wide roadway with curb and gutter on both sides and an existing 8 foot wide bituminous trail on the east side of Broderick Boulevard. Storm sewer collects runoff and adjacent stormwater ponds provide necessary treatment. No modifications are proposed to this typical section.

- Typical Section "D" – Brooks Boulevard to Buchanon Trail

This segment currently consists a 4-lane section, 52 foot wide roadway with an 8 foot wide bituminous trail on the east side of Broderick Boulevard. Storm sewer collects runoff and adjacent stormwater ponds provide necessary treatment.

A traffic analysis was completed and does recommend a re-purposing of the lane configuration to better serve the project area. From Brooks Boulevard to Buchanon Trail, numerous entrances to commercial and multi-family residential

properties could benefit from dedicated left turn lanes from Broderick Boulevard. The addition of dedicated left turn lanes would reduce the roadway to one thru-lane in each direction. The current and future traffic volumes identified in the study are consistent with the City's transportation plan for this conversion. The Broderick boulevard traffic analysis is provided in Appendix E.

Additionally, in order to reduce construction costs and eliminate unnecessary roadway shoulder width, this segment will be narrowed to a 44 foot wide roadway. The section will include one lane in each direction, a center shared turn lane, and 4 foot shoulders.

- o Typical Section "E" – Buchanon Trail to Concord Boulevard

This segment currently consists of a varying width roadway with a raised center median and curb and gutter on both sides. The median divided section is necessary to accommodate lane configurations at the Concord Boulevard intersection. Storm sewer collects runoff and adjacent stormwater ponds provide necessary treatment.

Minor modifications are proposed to the typical section to provide dedicated right and left turn lanes at the Buchanon Trail intersection which also serves as the main access point to the commercial development west of Broderick Boulevard. Current lane configurations do not provide dedicated turn lanes for these movements. These modifications will be accomplished with curb and gutter reconstruction proposed on the project.

Typical sections for the proposed conditions are provided in Appendix A, Exhibits 2 and 3. A map of the proposed improvements is provided in Appendix A, Exhibit 4.

- Bituminous Trail Improvements

The proposed bituminous trail improvements consist of the partial reconstruction of the existing bituminous trail from Concord Boulevard to College Trail and the construction of a new bituminous trail from College Trail to 80th Street East.

The segment of Broderick Boulevard from College Trail to 80th Street East is identified in the City's Trail Gap Study as a priority segment to provide continuity in the City's trail and sidewalk network. The City's Trail Gap Study Map is attached in Appendix D as a reference. This project represents an opportunity to fulfill that priority at the most economical time as it is included with the street reconstruction project.

As discussed, the addition of a trail along one side of Broderick Boulevard will require the roadway to be reconstructed as a partial urban section. The side where the trail is proposed will require the construction of curb and gutter with storm sewer to provide a barrier from the roadway traffic. The side without trail would be maintained as a rural section roadway configuration.

- Sidewalk Improvements

A concrete sidewalk is proposed on the west side of Broderick Boulevard from Brooks Boulevard to Concord Boulevard. The sidewalk will provide pedestrian connectivity for the multi-family residential properties near Brooks Boulevard to the commercial district near Concord Boulevard.

- No Parking Zones

No parking is currently posted along Broderick Boulevard south of College Trail to Concord Boulevard. North of College Trail, parking is allowed on existing 10-foot wide shoulders. The proposed improvements will eliminate the available parking space along Broderick Boulevard consistent with the southern segment of the roadway. No parking zones will be implemented and a No Parking Resolution will be needed to be executed by the City Council for the segment north of College Trail to gain State Aid approval.

ii. Drainage Improvements

Data was used to develop an existing drainage model for the project area. Potential areas for additional pond storage have been identified and will be considered during the final design phase. Additional drainage improvements are proposed on the project and are identified below.

- Sediment removal from obstructed culverts
- Storm sewer casting replacements
- Pre-treatment of storm sewer discharge to adjacent wetlands
- Addition of storm sewer catchments to meet State Aid spread requirements

Construction of the proposed bituminous trail and concrete sidewalk does not require the implementation of stormwater treatment Best Management Practices (BMP) per National Pollutant Discharge Elimination System (NPDES) requirements. However, in order to protect adjacent wetlands, a proposed pretreatment pond and water quality storm sewer feature will be considered during final design. The drainage improvements are shown on Exhibit 5 in Appendix A.

iii. Sanitary Sewer and Watermain Improvements

Sanitary sewer televising was completed along Broderick Boulevard to identify potential improvements to the sanitary sewer that exists 20-40 feet below the existing roadway. Some minor cracking and pipe sagging was identified in portions of the sanitary sewer. Based on review with City utility staff, no open cut sanitary sewer repairs will be required as part of the project. City utility staff has identified portions of the sanitary sewer along Broderick Boulevard that slip lining repairs would be appropriate. Sanitary sewer lining improvements would occur under a separate City project and are not included in this study.

The project improvements will include standard upgrades and maintenance of the existing sanitary sewer and watermain infrastructure associated with the City's street reconstruction program. Sanitary sewer castings will be removed and replaced with the addition of chimney seals. Watermain gate valves and hydrants will be replaced as determined by the City's Utility Division to replace any outdated infrastructure in the project area.

iv. Intersection Improvements

The traffic analysis completed for Broderick Boulevard from 80th Street East to Concord Boulevard evaluated the intersections of 80th Street East, College Trail, Brooks Boulevard, and Concord Boulevard. The summary of this analysis is provided in the traffic memorandum in Appendix E.

Pedestrian ramp improvements at 80th Street East will be necessary to accommodate the addition of a bituminous trail on Broderick Boulevard. The intersection currently has been upgraded to current Accessible Pedestrian Signal (APS) design standards and no signal improvements are anticipated. Review of the design at the intersection will need to be coordinated with MnDOT and Dakota County during the final design phase of the project. Based on input from City staff, we are assuming that crosswalk striping will not be added for the north-south pedestrian crossings of 80th Street.

Pedestrian ramp and pedestrian signal improvements may be required at the Concord Blvd intersection. Review of the design at the intersection will need to be coordinated with MnDOT and Dakota County during the final design phase of the project. We have assumed this may require upgrading the existing

pedestrian signal timers, push buttons, and reconstruction of pedestrian ramps at 3 corners of the intersection.

v. Street Lighting

Broderick Boulevard has existing street lights between College Trail and Concord Boulevard. The street lights were installed as part of the original development of the Arbor Pointe area and are maintained by the Arbor Pointe Association. Street lighting for the Arbor Pointe Master Association will be reviewed with City Council at the upcoming September work session and could potentially be added to the project.

If the lights are determined to be replaced, contingency funds within the construction budget will be used to cover the removal costs of the existing street lights. Additional lighting updates to the project funding may be incorporated into the project as directed by City staff. If no upgrades are recommended, the project will protect the existing street lights during construction.

3. PUBLIC INVOLVEMENT

Multiple open houses were held. Two meetings were held on May 27, 2015 to receive public input and provide a time convenient for area residents and businesses to attend. Following the first two open houses, it was determined that further outreach was necessary to get more attendance from area businesses. A third open house was then held on June 18, 2015. A separate meeting has also been conducted with IHCC to discuss the project and gather their input. Both the IHCC and the general public who attended the open house meetings expressed their support for the proposed street improvements.

The IHCC was asked specifically for their input on the proposed trail between College Trail and 80th Street. The construction of this trail also eliminates the on-street parking currently used frequently by college students. The IHCC expressed their support for the trail construction and elimination of on-street parking along Broderick Boulevard.

The area residents and businesses expressed their general support for the reconstruction of the roadway and the improvements to vehicle and pedestrian access throughout the business corridor. Both the residents and business owners expressed concerns over the assessment amounts being proposed for the commercial property owners. The attendees indicated that the Arbor Pointe commercial development has numerous vacancies and struggling businesses that would be impacted by the proposed assessments.

An additional open house was held on July 26, 2017 after the project was successful in receiving the \$852,500 DEED and \$1 million state bonding funding to receive additional public input. The meeting was sparsely attended with 5 attendees from the residential townhome developments. Meeting attendees continued to be supportive of the proposed improvements and were pleased about the lower assessment amounts due to additional state funding.

4. EASEMENT REQUIREMENTS

All street improvements will be constructed within existing City right-of-way. However, there are portions of the proposed trail, sidewalk, and private driveway improvements that will require the acquisition of permanent and temporary construction easements. The eminent domain process may be necessary to acquire easements needed for the trail, sidewalk, and driveway improvements if a standard easement acquisition agreement process is unsuccessful.

Exhibit 4 in Appendix A details the necessary easement acquisition for the project. Final easement limits will be identified during the final design phase of the project.

5. ESTIMATED COSTS

The estimated costs for Broderick Boulevard Reconstruction, City Project 2015-09D, are detailed below. The estimated project costs include a 10% construction cost contingency and a 28% allowance for indirect costs. The indirect costs include the following items: 15% engineering, 1% fiscal, 1% legal, 3% administrative and 8% capitalized interest. Detailed cost estimates are provided in Appendix B.

	MSA Street Improvements	Temporary and Permanent Easements	Total
Street, Storm, Trail, and Sidewalk Improvements	\$5,763,000	\$50,000	\$5,813,000
Utility Improvements	\$132,000		\$132,000
Total Project Improvements	\$5,895,000	\$50,000	\$5,945,000

6. METHOD OF FINANCING

A summary of the proposed project funding sources is provided below.

City Utility Funds

The standard maintenance improvements that are proposed for watermain and sanitary sewer will be funded out of appropriate City utility funds.

Municipal State Aid

Broderick Boulevard is designated as a State Aid Route and will qualify for State Aid funding. For the purposes of this feasibility, it has been assumed that 75% of storm sewer costs and 100% of the roadway and trail/sidewalk improvements will be eligible for State Aid funding.

Pavement Management Fund

The proposed financing plan assumes a City contribution from the pavement management fund, consistent with City policy, as shown below.

Department of Employment and Economic Development (DEED) Host Community Grant

The City has previously obtained a DEED Host Community Grant that will be reallocated for funding of the Broderick Boulevard Project.

State Bonding Funding

The City has been granted funding for the project from the commissioner of transportation through the state bond proceeds fund.

Assessments

The property owners' share of the street reconstruction costs and a portion of the costs for the storm sewer construction will be funded by assessments in accordance with Minnesota Statutes Chapter 429. The City has obtained an independent benefit appraisal of the properties in the project area. The preliminary findings of the benefit appraisal are included in the assessment roll.

A preliminary assessment roll is attached in Appendix C. A summary of the proposed assessments is provided below.

	Proposed Assessments	Pavement Management Fund	Municipal State Aid	DEED Host Community Grant	State Budget Funds	Utility Fund	Total
Street, Storm, Trail, and Sidewalk Improvements	\$655,625	\$2,004,875	\$1,300,000	\$852,500	\$1,000,000		\$5,813,000
Utility Improvements						\$132,000	\$132,000
Total Project Improvements	\$655,625	\$2,004,875	\$1,300,000	\$852,500	\$1,000,000	\$132,000	\$5,945,000

7. PROJECT SCHEDULE

If the City Council chooses to accept this report and schedule a public hearing, we recommend that the following project schedule be followed:

City Council Receive Final Feasibility Report	August 28, 2017
Call Public Hearing	
Public Improvement Hearing	September 25, 2017
Council Order Project	
Authorize Preparation of Plans and Specs	
Preparation of Draft Construction Documents	Summer/Fall 2017
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Authorize Advertisement for Bids	
Bid Opening	December 2018
City Council Receives Revised Assessment Roll	January 8, 2018
Call Assessment Hearing	
Assessment Hearing	March 12, 2018
Council Awards Contract	
Begin Construction	May 2018

8. SUMMARY AND RECOMMENDATIONS

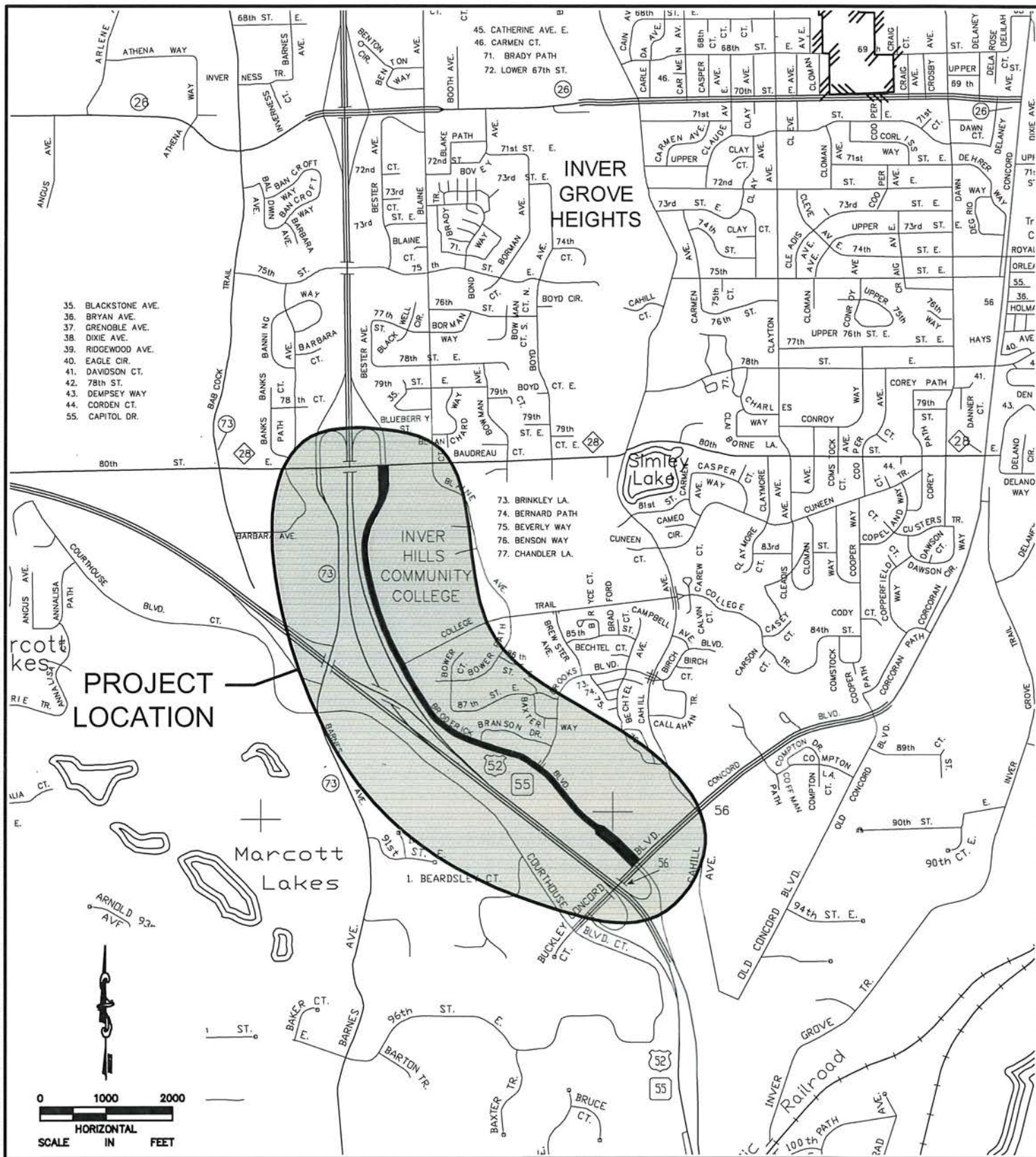
Based upon the analysis completed as a part of this report, the proposed Broderick Boulevard Reconstruction, City Project 2015-09D, is feasible, necessary, and cost effective, and would benefit the properties in the project area and the City of Inver Grove Heights.

We recommend the following:

- A. The City Council accepts this feasibility report on August 28, 2017 and orders a public hearing for September 25, 2017.
- B. After receiving the appropriate staff reports, staff information, and public hearing input, the Council makes a decision on the approval or rejection of the proposed improvements.

APPENDICES

APPENDIX A – EXHIBITS



City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3412

Kimley»Horn

2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114

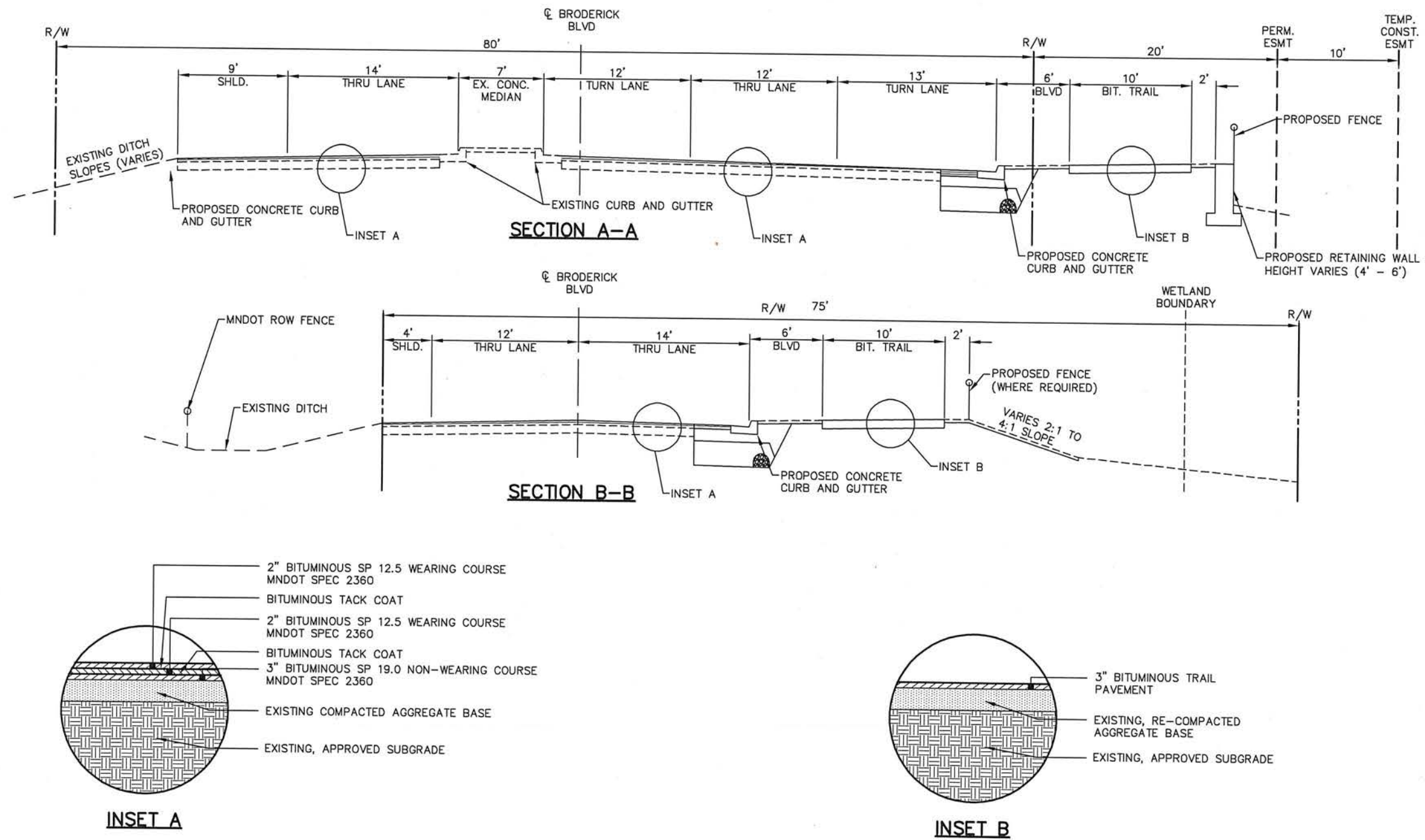
TEL. NO. (651) 645 - 4197

LOCATION MAP

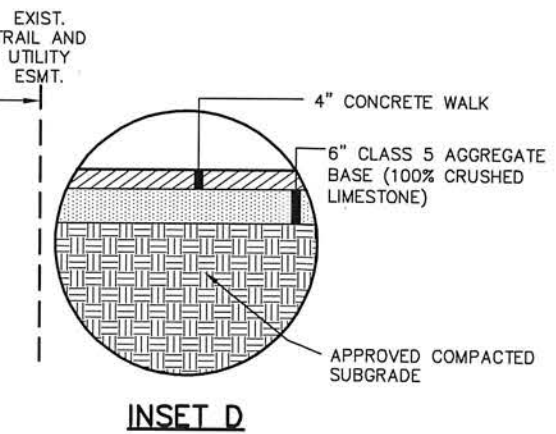
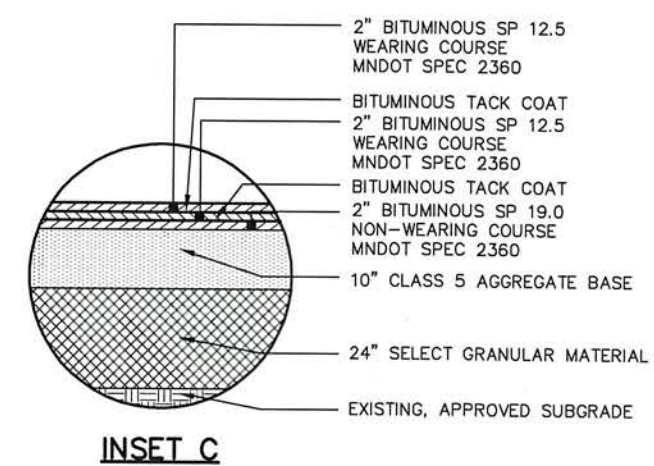
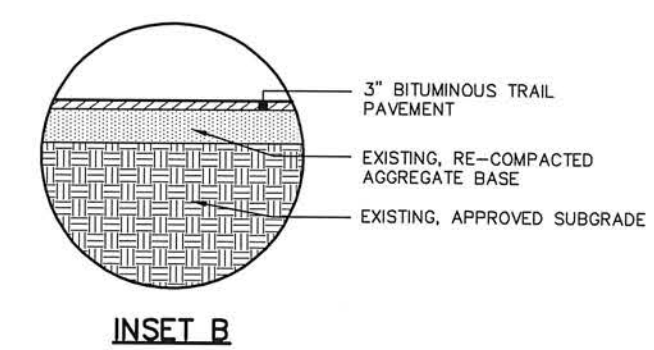
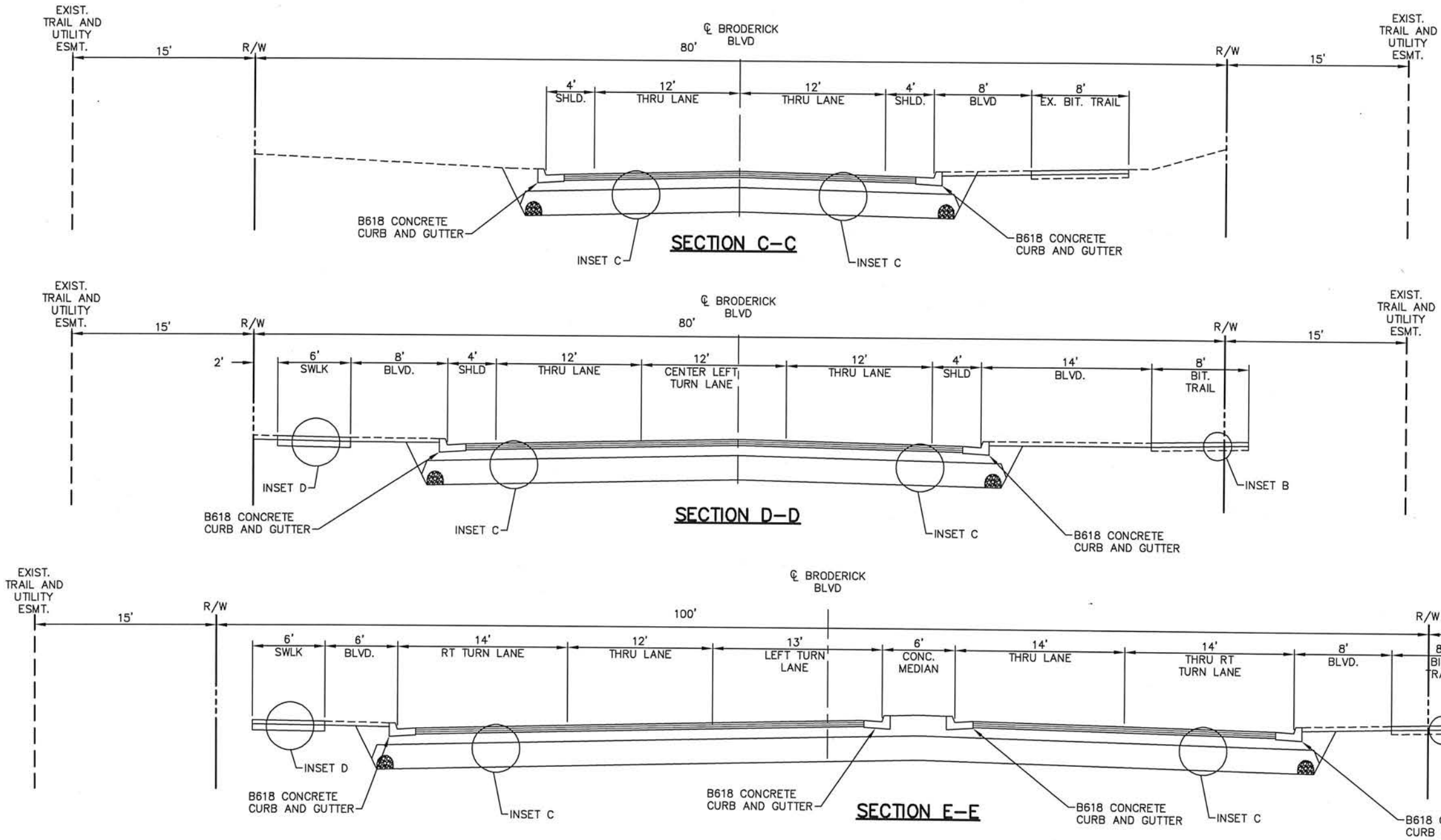
**BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D**

EXHIBIT 1

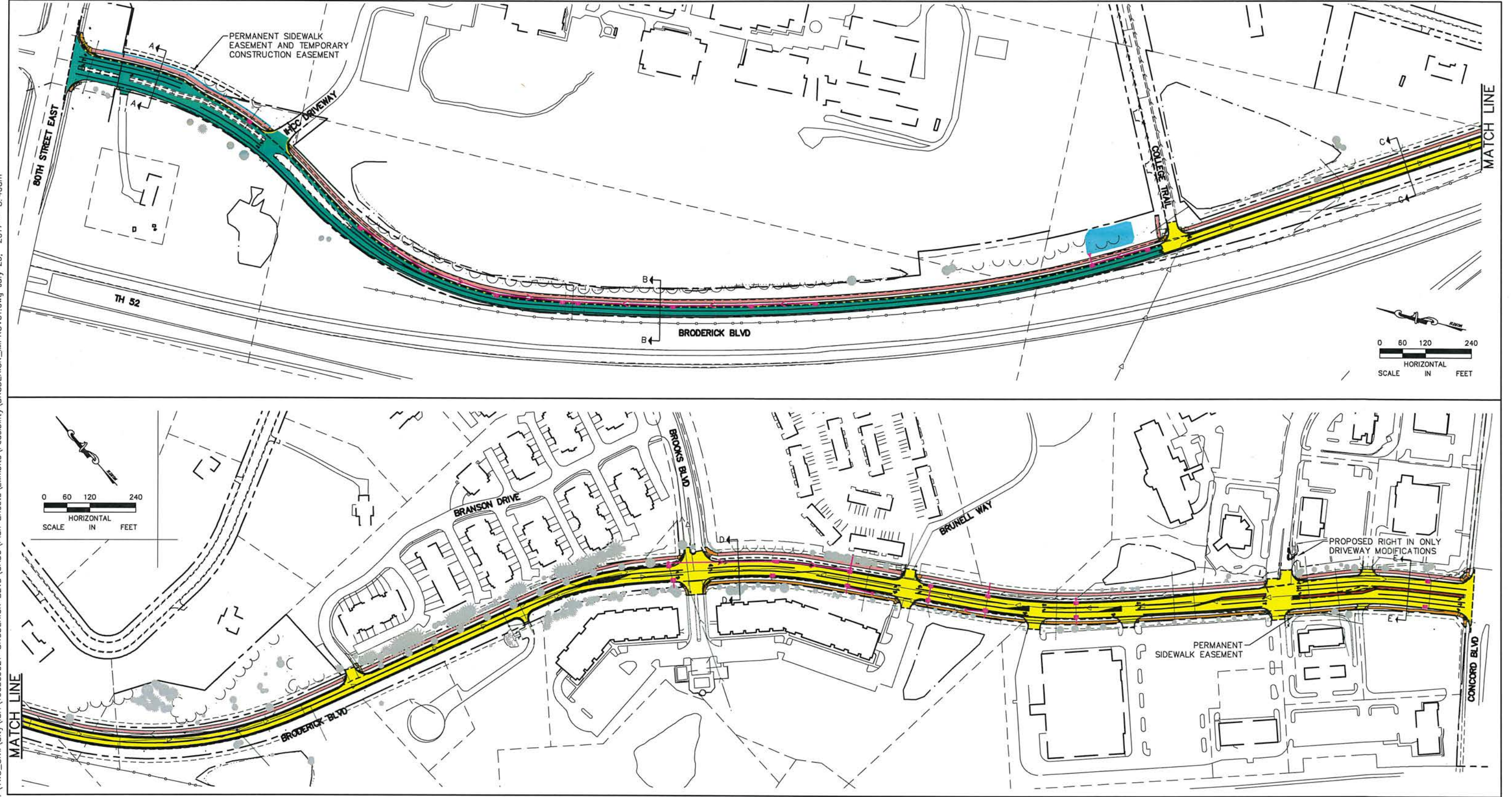
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City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3412



Kimley»Horn

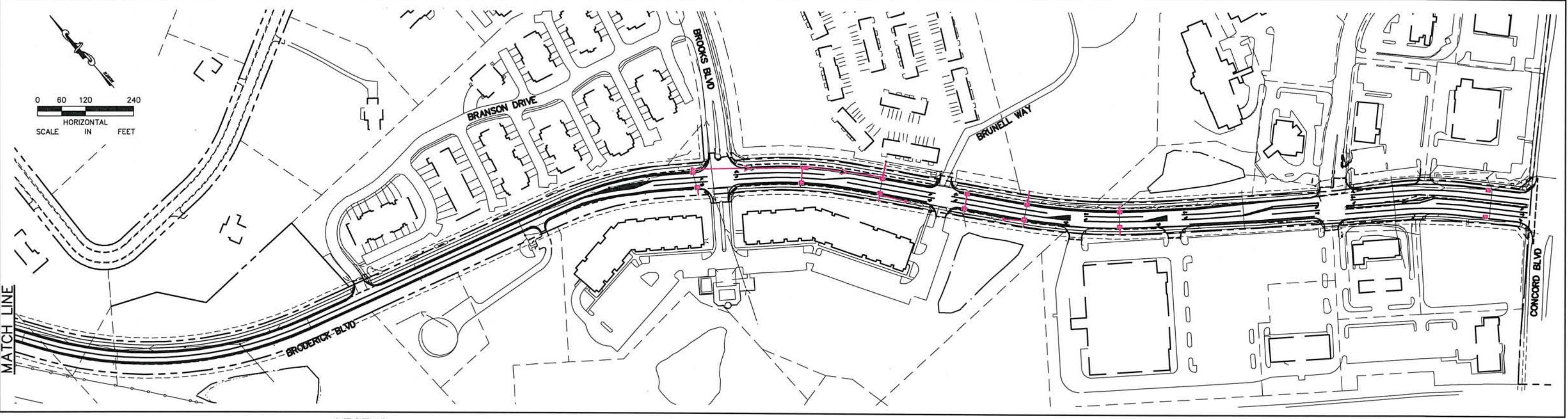
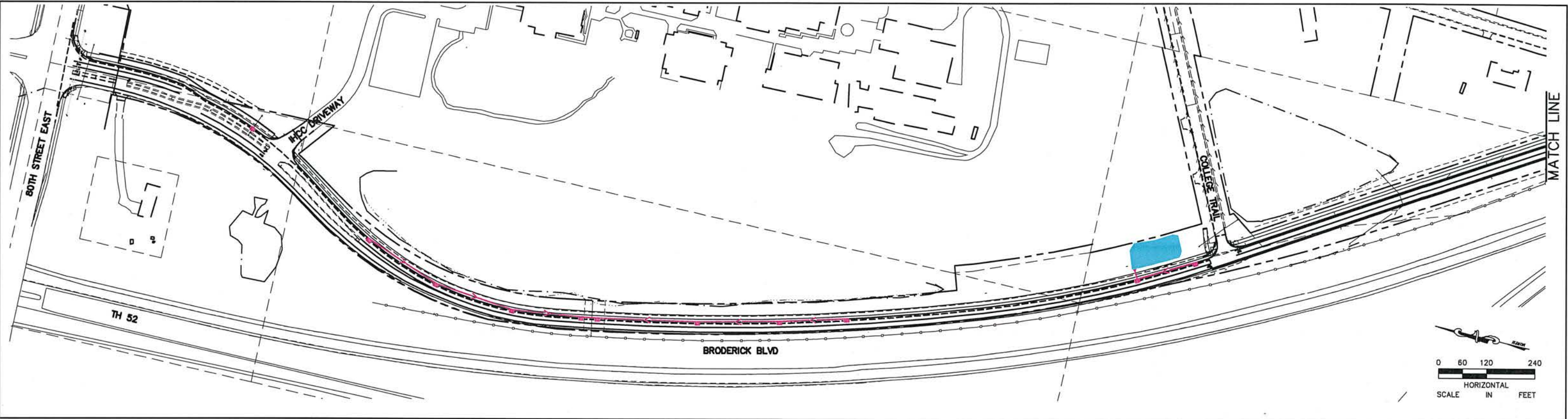
2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114

TEL. NO. (651) 645-4197

LEGEND	
	PROPOSED ROADWAY
	PROPOSED ROADWAY (FULL DEPTH REPAVE)
	RAISED MEDIANS
	BITUMINOUS TRAIL
	CONCRETE WALK
	CONCRETE CURB AND GUTTER
	PROPOSED STORMWATER POND
	RETAINING WALL
	PROPOSED STORM SEWER
	INPLACE R/W
	CONSTRUCTION LIMITS

PROPOSED IMPROVEMENTS
BRODERICK BOULEVARD IMPROVEMENTS
CITY PROJECT 2015-09D

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LEGEND

-  PROPOSED STORMWATER POND
-  PROPOSED STORM SEWER
-  INPLACE R/W

APPENDIX B – DETAILED COST ESTIMATES

FIGURE 1A

**CITY OF INVER GROVE HEIGHTS
BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D**

ESTIMATED COSTS

Improvements Summary

Roadway Improvements	\$ 4,249,000
Trail and Sidewalk Improvements	\$ 1,041,000
Storm Sewer Improvements	\$ 473,000
Utility Improvements	\$ 132,000
Easement Acquisition Cost	<u>\$ 50,000</u>

Total CP 2015-09D Improvements Cost	\$ 5,945,000
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FIGURE 1B

CITY OF INVER GROVE HEIGHTS
BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

ESTIMATED COSTS - STREET IMPROVEMENTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
STREET IMPROVEMENTS					
1	MOBILIZATION	LS	1	\$ 157,000	\$ 157,000
2	CLEARING AND GRUBBING	LS	1	\$ 5,000	\$ 5,000
3	REMOVE CONCRETE CURB	LF	10,600	\$ 5	\$ 53,000
4	REMOVE BITUMINOUS PAVEMENT	SY	29,500	\$ 4	\$ 118,000
5	MILL BITUMINOUS PAVEMENT (FULL DEPTH NORTH OF COLLEGE TRAIL)	SY	12,500	\$ 4	\$ 50,000
6	MISCELLANEOUS REMOVALS	LS	1	\$ 30,000	\$ 30,000
7	COMMON EXCAVATION	CY	34,100	\$ 10	\$ 341,000
8	SUBGRADE EXCAVATION	CY	500	\$ 12	\$ 6,000
9	CLASS 5 AGGREGATE BASE	TON	14,100	\$ 18	\$ 253,800
10	SELECT GRANULAR BORROW	CY	19,100	\$ 12	\$ 229,200
11	GEOTEXTILE FABRIC TYPE V	SY	26,600	\$ 2	\$ 53,200
12	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (B) (3") (NORTH OF COLLEGE TRAIL)	TON	2,200	\$ 70	\$ 154,000
13	TYPE SP 12.5 WEARING COURSE MIXTURE (B) (4") (NORTH OF COLLEGE TRAIL)	TON	2,900	\$ 70	\$ 203,000
14	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (B) (2") (SOUTH OF COLLEGE TRAIL)	TON	2,800	\$ 70	\$ 196,000
15	TYPE SP 12.5 WEARING COURSE MIXTURE (B) (4") (SOUTH OF COLLEGE TRAIL)	TON	5,600	\$ 70	\$ 392,000
16	B618 CURB AND GUTTER	LF	10,700	\$ 15	\$ 160,500
17	4" DRAIN TILE	LF	10,700	\$ 14	\$ 149,800
18	CONCRETE MEDIAN	SY	400	\$ 60	\$ 24,000
19	BITUMINOUS DRIVEWAY PAVEMENT	SY	120	\$ 20	\$ 2,400
20	CONCRETE DRIVEWAY PAVEMENT	SY	1,200	\$ 60	\$ 72,000
21	ACCESS IMPROVEMENTS AT RUBY TUESDAYS	LS	1	\$ 10,000	\$ 10,000
22	TRAFFIC SIGNAL IMPROVEMENTS/PEDESTRIAN RAMP MODIFICATIONS	LS	1	\$ 55,000	\$ 55,000
23	MISCELLANEOUS CITY ALLOWANCES	LS	1	\$ 30,000	\$ 30,000
24	TRAFFIC CONTROL	LS	1	\$ 20,000	\$ 20,000
25	TURF ESTABLISHMENT (SEED/SOD)	SY	28,200	\$ 5	\$ 141,000
26	TOPSOIL BORROW (6")	CY	3,200	\$ 40	\$ 128,000
27	EROSION CONTROL	LS	1	\$ 15,000	\$ 15,000
28	SIGNING/STRIPING	LS	1	\$ 30,000	\$ 30,000
	Subtotal				\$ 3,078,900
	10% Construction Contingency				\$ 307,890
	28% Indirect Cost				\$ 862,092
	Total Street Improvements Cost				\$ 4,249,000

FIGURE 1C

CITY OF INVER GROVE HEIGHTS
BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

ESTIMATED COSTS - SIDEWALK, TRAIL, AND STORM SEWER IMPROVEMENTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
SIDEWALK AND TRAIL IMPROVEMENTS					
1	MOBILIZATION	LS	1	\$ 35,000	\$ 35,000
2	MILL BITUMINOUS PAVEMENT (EXISTING BITUMINOUS TRAIL)	SY	4,400	\$ 4	\$ 17,600
3	MODULAR BLOCK RETAINING WALL	SY	500	\$ 540	\$ 270,000
4	CHAIN LINK FENCE	LF	1,100	\$ 30	\$ 33,000
5	COMMON EXCAVATION	CY	1,500	\$ 10	\$ 15,000
6	COMMON BORROW	CY	4,000	\$ 13	\$ 52,000
7	3" BITUMINOUS WALK (NEW TRAIL, INCL. AGG. BASE)	SF	33,200	\$ 3	\$ 99,600
8	3" BITUMINOUS WALK (MILLED TRAIL)	SF	39,100	\$ 2	\$ 78,200
9	B618 CONCRETE CURB & GUTTER	LF	3,900	\$ 15	\$ 58,500
10	4" CONCRETE WALK (INCLUDES AGG. BASE)	SF	15,800	\$ 6	\$ 94,800
	Subtotal				\$ 753,700
	10% Construction Contingency				\$ 75,400
	28% Indirect Cost				\$ 211,100
	Total Sidewalk and Trail Improvements Cost				\$ 1,041,000
STORM SEWER IMPROVEMENTS					
1	MOBILIZATION	LS	1	\$ 17,000	\$ 17,000
2	STORM SEWER MANHOLE/CATCH BASIN	EA	26	\$ 4,000	\$ 104,000
3	STORM SEWER PIPE	LF	3,050	\$ 50	\$ 152,500
4	PRETREATMENT MANHOLE	EA	1	\$ 30,000	\$ 30,000
5	STORMWATER POND IMPROVEMENTS	LS	1	\$ 20,000	\$ 20,000
6	SALVAGE AND INSTALL CASTING	EA	32	\$ 600	\$ 19,200
	Subtotal				\$ 342,700
	10% Construction Contingency				\$ 34,300
	28% Indirect Cost				\$ 96,000
	Total Storm Sewer Improvements Cost				\$ 473,000
	Total Sidewalk, Trail, and Storm Sewer Improvements Cost				\$ 1,514,000

FIGURE 1D

CITY OF INVER GROVE HEIGHTS
BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

ESTIMATED COSTS - UTILITY IMPROVEMENTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
UTILITY IMPROVEMENTS					
1	MOBILIZATION	LS	1	\$ 5,000	\$ 5,000
2	ADJUST SANITARY CASTING	EA	16	\$ 600	\$ 9,600
3	ADJUST GATE VALVE	EA	32	\$ 500	\$ 16,000
4	HYDRANT	EA	10	\$ 4,500	\$ 45,000
5	WATERMAIN OFFSETS	EA	4	\$ 5,000	\$ 20,000
	Subtotal				\$ 95,600
	10% Construction Contingency				\$ 9,600
	28% Indirect Cost				\$ 26,800
	Total Utility Improvements Cost				\$ 132,000

APPENDIX C – PRELIMINARY ASSESSMENT ROLL AND MAP

CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	TOTAL BENEFITTING AREA	FRONTAGE (FEET)	PERCENT OF DEVELOPMENT	NUMBER OF UNITS	PER UNIT	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
1	200160027012	SFR	HARLAN F & RITA M KOPP	2304	80TH ST E	1.00	209				\$3,000.00	\$3,200.00	\$975.00
2	200160025011	STATE	STATE OF MN	2452	80TH ST E	7.95	494				\$146,256.47	\$346,302.00	\$42,334.40
3	200160026010	STATE	STATE OF MN	2500	80TH ST E	4.38	348				\$103,030.88	\$190,792.80	\$29,822.60
4	203651501010	COMM	INVER GROVE HEIGHTS GOOD SAMARITAN	8121	COLLEGE TRL	1.89	288				\$82,328.40	\$82,328.40	\$24,680.78
5	200160051015	CITY	CITY OF INVER GROVE HTS			6.25	816				\$220,272.91	N/A	\$69,894.60
6	201185700040	CITY	CITY OF INVER GROVE HEIGHTS	8815	BRODERICK BLVD	1.00	235				\$69,575.45	N/A	\$20,138.82
7	201185700032	CITY	CITY OF INVER GROVE HEIGHTS			2.11	275				\$81,418.08	N/A	\$23,566.72
8	201186201021	COMM	MONUMENT RIDGE LLC	8851	BRODERICK BLVD	9.27	1,281		135	\$813.16	\$270,000.00	\$283,500.00	\$109,778.06
9	201186101010	COMM	ARBOR POINTE COMMONS LLC	9015	BRODERICK BLVD	5.77	671	51.80%			\$174,050.24	\$251,341.20	\$50,379.38
10	201186101020	COMM	BAYDA LLC	9041-61	BRODERICK	1.19	-	10.68%			\$35,895.98	\$51,835.40	\$10,390.20
11	201186101030	COMM	WALLMARK PROPERTIES LLC	9087	BRODERICK BLVD	1.13	208	10.14%			\$34,086.10	\$49,222.80	\$9,866.32
12	201186101050	COMM	HALLE PROPERTIES LLC	9101	BRODERICK BLVD	1.70	-	15.26%			\$51,279.97	\$74,052.00	\$14,843.14
13	201186101040	COMM	TCF NATIONAL BANK			1.35	256	12.12%			\$40,722.33	\$58,806.00	\$11,787.20
14	201186502030	COMM	WAKOTA FEDERAL CREDIT UNION	9050	BUCHANAN TRL	1.03	163	5.95%			\$18,663.08	\$44,866.80	\$5,402.08
15	201186501030	COMM	RT MINNEAPOLIS FRANCHISE LLC	9051	BUCHANAN TRL	1.40	198	8.08%			\$25,367.30	\$60,984.00	\$7,342.64
16	201186402010	COMM	LABELLE INVER GROVE HEIGHTS LLC	9124	BRODERICK BLVD	1.77	236	10.22%			\$32,071.51	\$77,101.20	\$9,283.20
17	201177702101	MFR	MARK K & LOUANN SHIELDS	8732	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703504	MFR	MARK B LANDREVILLE	8733	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702102	MFR	SUSAN M KREIDLER	8736	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703503	MFR	NITA SAYSAMOUT PHABMISAY	8737	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702103	MFR	MARY E REKUSKI	8740	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703502	MFR	LARS WACH	8741	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702104	MFR	MARLYN R & EDNA M TS HENNING	8744	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703501	MFR	SHAWN MAYER	8745	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702105	MFR	BONNIE PENN	8748	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702106	MFR	RICHARD S VASQUEZ & DEBORAH WEXLER	8752	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702201	MFR	DAVID & SARA WETZEL	8756	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702202	MFR	ROBERT J & PHYLLIS E BENZ	8760	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702203	MFR	ROBERT J & PHYLLIS E BENZ	8764	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702204	MFR	KATHRINE M & BRIAN A OXFORD	8768	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702205	MFR	LISA ROTH	8772	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702206	MFR	DONNA L JOHANNIS	8776	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703605	MFR	FUTURE ASSURANCE LLC	8779	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702301	MFR	KIMBERLY JARY	8780	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74

CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	TOTAL BENEFITTING AREA	FRONTAGE (FEET)	PERCENT OF DEVELOPMENT	NUMBER OF UNITS	PER UNIT	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
17	201177703604	MFR	JULIE A LOSIEBEN	8783	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702302	MFR	VINH TRAC & TRANG LAM	8784	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703603	MFR	SHERRY M HILSGEN	8787	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702303	MFR	COATINGS ASSOCIATES LLC	8788	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703602	MFR	SHIRLEY R JONES	8791	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702304	MFR	PIERRE PIPER	8792	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703601	MFR	MITCHELL J & MELISSA WALTMAN	8795	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702305	MFR	MARSHA E PITTELKOW	8796	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702306	MFR	DUY VU & NHU LAM	8800	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703706	MFR	MAINUL ISLAM & AJANTA SARCAR	8801	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702401	MFR	JAMES HOVEY	8804	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703705	MFR	TREVOR WILHELMSON	8805	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702402	MFR	KIM D BARANKO	8808	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703704	MFR	LORALEE A BAILEY	8809	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702403	MFR	KEVIN A OLSON	8812	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703703	MFR	BOBBI PATTON	8813	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702404	MFR	MARLIN R WORKMAN	8816	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703702	MFR	DAWN R BERG	8817	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702405	MFR	JOSE LUIS CASTANEDA & MARIA WIEDEMANN	8820	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703701	MFR	RICHARD A & HEATHER LARSON	8821	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702406	MFR	TERRY ANN PFLANZ	8824	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703805	MFR	ILIYA BERDICHEVSKI	8827	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702501	MFR	BRIAN A & KATHRINE M OXFORD	8828	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703804	MFR	CAREY B FAGAN	8831	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702502	MFR	CHERYL L REID	8832	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703803	MFR	NANCY A KLAERS	8835	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702503	MFR	TRACY FOLLMAN	8836	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703802	MFR	BENJAMIN D SCHARNBERG	8839	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702504	MFR	KEENAN S & AMY R JONES	8840	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703801	MFR	TAMI GUBASH	8843	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702505	MFR	JOHN T & LORI A STICHA	8844	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702506	MFR	HANI & SHIRIN ISHAK	8848	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702601	MFR	ELLIOT E LIBMAN & MONA AUSTRIAN	8852	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703906	MFR	ERIC A PETERSON	8853	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74

CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL

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17	201177702602	MFR	ELIZABETH C NORUM	8856	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703905	MFR	ESTATE PROPERTIES LLC	8857	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702603	MFR	JOY HARGONS	8860	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703904	MFR	STEPHANIE KVAMMEN	8861	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702604	MFR	MARK R MUELLER	8864	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703903	MFR	ILYA & SVETLANA SALNIKOV	8865	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702605	MFR	SHAWN W VELLEK & CINDY CARLSON	8868	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703902	MFR	ALLAN KING	8869	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702606	MFR	NIRZA SHRESTHA	8872	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703901	MFR	LISA R & JAMIE P LUNDQUIST	8873	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702701	MFR	AARON RAEBEL & HALEY DYER	8876	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177704006	MFR	LYLE W ROCK	8877	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702702	MFR	KEVIN J SPROATT	8880	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177704005	MFR	TERI L CLAYTON	8881	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702703	MFR	DANIEL R GRUWELL	8884	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177704004	MFR	LEETTA DOUGLAS	8885	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702704	MFR	DECLAN C & MICHELLE BRADY	8888	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177704003	MFR	PAUL A RAFFERTY & MELISSA JENSEN	8889	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702705	MFR	MICHAEL W & MARGARET YOCUM	8892	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177704002	MFR	APPLE HOLDINGS LLC	8893	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702706	MFR	MICHAEL S RISCHMILLER	8896	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177704001	MFR	LEZLEE FLATEGRAFF	8897	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702801	MFR	TODD & DEANNE MEYER	8900	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702802	MFR	MICHELLE G SCEARCY	8904	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702803	MFR	MICHAEL P MURRAY & AARON WILL	8908	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702804	MFR	PATRICIA A JENSEN & WILLIAM COLEMAN	8912	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702805	MFR	AUCIA GALLAWAY	8916	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177702806	MFR	LUNDA K BETHKE	8920	BRUNELL WAY						\$1,415.97	\$2,100.00	\$447.74
17	201177703401	MFR	GARY & GERALDINE COOK	8770	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703402	MFR	JONATHAN C & LEANN M STEE & HILDE STEE	8774	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703403	MFR	MINLONG HE	8778	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703404	MFR	KERI M FOSTER	8782	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703405	MFR	LOURN R FINANDER	8786	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703406	MFR	MARK S & TRINA L HATCHER	8790	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74

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PRELIMINARY ASSESSMENT ROLL**

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17	201177703306	MFR	RANDALL ATKINS	8793	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704401	MFR	NICHOLAS L HIPPE & SHEILA VOZA	8796	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703305	MFR	JOEL K SCHETTLER & SARAH MATTSON	8797	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704402	MFR	ANDREW & MARIA ZORAWSKI	8800	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703304	MFR	AARON J POPE & STEPHANIE HICKMAN	8801	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704403	MFR	DANIEL C & TAMARA H CALLSTROM	8804	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703303	MFR	NICOLE CHEREESE SILVERTHORNE	8805	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704404	MFR	LINDA B PRINCE	8808	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703302	MFR	LEAH ABBOTT	8809	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704405	MFR	8812 BRUNSWICK PATH LLC	8812	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703301	MFR	RACHELLE MCCORD	8813	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704406	MFR	KIRK M DEMERCHANT & KACI L HAMMOND	8816	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704301	MFR	NICHOLAS G & HOLLY M AWADA	8820	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703206	MFR	RON T JR SMITH & JANET KELLEHER	8821	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704302	MFR	ANGELA M SCOTT	8824	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703205	MFR	LINDA J RUD	8825	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704303	MFR	MARNA C SCHIELD	8828	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703204	MFR	RYAN J PAASCH	8829	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704304	MFR	MICHAEL D REED	8832	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703203	MFR	DANIELLE WITTE	8833	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704305	MFR	KASONDRA ROGERS	8836	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703202	MFR	KAREN M KIRK	8837	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704306	MFR	MURAT OGUZ	8840	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703201	MFR	BRIAN MACKENZIE	8841	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704201	MFR	CATHERINE W MATHENGHE	8844	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704202	MFR	KATHLEEN E MCKENNA LARSON	8848	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703106	MFR	DANA HARRISON	8849	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704203	MFR	DAVID C RUST & ANGELA KERMES	8852	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703105	MFR	CORY J BARON	8853	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704204	MFR	MATTHEW E LAWSON	8856	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703104	MFR	LUCIA M HAGLIND	8857	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704205	MFR	BRIGITTE ANNE PODSIADLY	8860	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703103	MFR	CRYSTAL KING	8861	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704206	MFR	LISA GAIL BRAMLET	8864	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74

CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL

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17	201177703102	MFR	TARA M OLSON	8865	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703101	MFR	TIMOTHY J & KATHLEEN MANSUR	8869	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703005	MFR	MARY B ZAHASKY	8877	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703004	MFR	ROXANNE SONNEK	8881	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703003	MFR	DUKE P SOBY	8885	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704101	MFR	SUSAN M MORLEY	8888	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703002	MFR	SANDRA L HAYNE	8889	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704102	MFR	JOHN S PETERSEN	8892	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177703001	MFR	LAUREN M DEGIDIO	8893	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704103	MFR	DEIDRE REYES-MARTINEZ & SETH SKOYEN	8900	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177702906	MFR	BRENT F & KELLY SUE MALMQUIST	8901	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704104	MFR	JAMES D LESLIE	8904	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177702905	MFR	DUY VU & NHU LAM	8905	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177704105	MFR	DUY VU & NANCY LAM	8908	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177702904	MFR	BRIAN P KELLY	8909	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177702903	MFR	JACOB POMPLUN	8913	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177702902	MFR	AMS BRUNSWICK LLC	8917	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
17	201177702901	MFR	GERALD W & BARBARA GLEWWE	8921	BRUNSWICK PATH						\$1,415.97	\$2,100.00	\$447.74
18	201185702081	MFR	BRIAN THRAEN	8747	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702082	MFR	KARISSA M BROWN	8749	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702083	MFR	BENJAMIN HALLAS	8751	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702084	MFR	PATRICK E OREGAN	8753	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702085	MFR	SHANNON JENSEN	8755	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702086	MFR	LLOYD L & GERALDINE LAFONTAINE	8757	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702092	MFR	JEFFREY J KUEHN	8759	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702091	MFR	TERRENCE P COFFEY & SHEILA COFFEY	8761	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702090	MFR	AMY L MOE & CYNTHIA MOE	8763	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702089	MFR	KELLY MARIE CONWAY	8765	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702088	MFR	NICOLE MARIE CARTER	8767	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702087	MFR	PATRICIA M SIKORSKI	8769	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702080	MFR	ROBERT H COSSGROVE	8771	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702079	MFR	DEANNA L SANCHEZ	8773	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702078	MFR	RENY E STORO	8775	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702077	MFR	REBECCA WALTERS	8777	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52

CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	TOTAL BENEFITTING AREA	FRONTAGE (FEET)	PERCENT OF DEVELOPMENT	NUMBER OF UNITS	PER UNIT	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
18	201185702076	MFR	AMY J VANN	8779	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702075	MFR	CAROLINE WITSCHORIK	8781	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702069	MFR	CLAUDE D & PATRICIA CAMPBELL	8783	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702070	MFR	NICHOLE FROST	8785	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702071	MFR	TRACY A & ROBERT A RAMIREZ	8787	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702072	MFR	BAYLISS LLC	8789	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702073	MFR	CRISTA FLODQUIST	8791	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702074	MFR	SANDRA L COLE	8793	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702068	MFR	CLARK H DAHL	8795	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702067	MFR	WILLIAM WALLACE	8797	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702066	MFR	CARL S BRUST	8799	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702065	MFR	TRACY & BIANKA KAY	8801	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702064	MFR	INDELISA LEON	8803	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702063	MFR	ADAM J COUILLARD	8805	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702057	MFR	ELIZABETH M KLYM	8807	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702058	MFR	MARGUERITE WALZ	8809	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702059	MFR	DEBRA A & STEVEN A VAGSTAD	8811	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702060	MFR	CASSANDRA HARTMAN	8813	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702061	MFR	BLAINE C GRADY	8815	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702062	MFR	DANIEL P FELTEN & ESTELITA FELTEN	8817	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702052	MFR	PAUL & KAREN TIEMANN	8819	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702054	MFR	DAWN A BIERMEIER	8820	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702051	MFR	MARY C LETHERT	8821	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702053	MFR	PATRICK R & SHARON L MARION	8822	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702050	MFR	MELINDA ANN MAY	8823	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702055	MFR	ALANA MICHALSKI	8824	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702049	MFR	LAURA A DEVNEY	8825	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702056	MFR	THOMAS A REIS	8826	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702045	MFR	JAMES P & AMY P LAURIA	8827	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602040	MFR	ERIC T DELACRUZ	8828	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702046	MFR	JEROME T & ROSALIA SPEDRICK	8829	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602039	MFR	BAORONG LI	8830	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185702047	MFR	BRIAN J WILLIAMS	8831	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602038	MFR	MICHELLE D GERARDY	8832	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52

CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL

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18	201185702048	MFR	RENTALS LLC	8833	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602037	MFR	JOHN HOWARD & NANCY PETSCHL	8834	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602036	MFR	JAMES J RYAN	8835	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602041	MFR	DAVID MITCHELL	8836	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602035	MFR	JASON M FAHL	8837	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602042	MFR	ERIN K ARNOLDI	8838	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602034	MFR	JENNIFER HELEN CHEESEMAN	8839	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602043	MFR	KIMBERLY A JULIEN	8840	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602033	MFR	JULIE A GERDTS	8841	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602044	MFR	JOSEPH T ANDERT	8842	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602032	MFR	JODI D WITTMAN	8843	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602020	MFR	DAVID KOECHLER	8844	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602031	MFR	SABRINA M ANDERSON	8845	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602019	MFR	WILLIAM WALLACE	8846	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602025	MFR	MATTHEW J & MARY M HITZEMAN	8847	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602018	MFR	THOMAS & CASSANDRA EIDEN	8848	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602026	MFR	NICOLE NORSTAD	8849	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602017	MFR	WILLIAM C TRONSEN	8850	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602027	MFR	LYNN THILMANY	8851	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602021	MFR	SIANNA WEBER	8852	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602028	MFR	BARBARA A STROH	8853	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602022	MFR	VIRGIL & JOAN PRZYBILLA	8854	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602029	MFR	SHARON STANGL	8855	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602023	MFR	KENNETH J KRAFT	8856	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602030	MFR	SCOTT R SEATON & KAYA STEVENSON	8857	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602024	MFR	SARAH V MCCARTY	8858	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602008	MFR	MICHAEL A GURTIN	8859	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602012	MFR	MARGIE J NICHOLS	8860	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602007	MFR	BRENDA K MULES	8861	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602011	MFR	JODY T MATTILA	8862	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602006	MFR	SIMONE M PEPPER	8863	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602010	MFR	DAVID J EVERSON	8864	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602005	MFR	DUSTIN T BOWER	8865	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602009	MFR	BENJAMIN M KIVEL	8866	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52

CITY PROJECT NO. 2015-09D - BRODERICK BLVD RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	TOTAL BENEFITTING AREA	FRONTAGE (FEET)	PERCENT OF DEVELOPMENT	NUMBER OF UNITS	PER UNIT	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
18	201185602001	MFR	FRANCIS J PANULA	8867	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602013	MFR	BRENDA PETTYJOHN	8868	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602002	MFR	KELLY UBBEN	8869	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602014	MFR	COLLEEN M COLLETTE	8870	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602003	MFR	DUBLIN INVESTMENTS LLC	8871	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602015	MFR	LOIS J WOLSKE	8872	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602004	MFR	JACOB C BERTRAM	8873	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
18	201185602016	MFR	ROBERT J JR & SHERI SATTERSTROM	8874	BRANSON DR						\$2,000.00	\$2,100.00	\$876.52
19	201186500010	COMM	BRODE-90 LLC			0.99	394	5.72%			\$17,938.30	\$43,124.40	\$5,192.30
20	201186601010	COMM	INVER GROVE HEIGHTS WP LLC	9056	BUCHANAN TRL	1.86	-	10.74%			\$33,702.26	\$81,021.60	\$9,755.22
21	201186601020	COMM	INVER GROVE HEIGHTS WP II LLC	9058	BUCHANAN TRL	1.84	-	10.62%			\$33,339.87	\$80,150.40	\$9,650.32
22	201186502010	COMM	WELLS FARGO BANK NA	9062	BUCHANAN TRL	0.91	-	5.25%			\$16,488.74	\$39,639.60	\$4,772.72
23	201186401011	COMM	CON 55 LLC	9070	BUCHANAN TRL	5.48	69	31.64%			\$99,294.84	\$238,708.80	\$28,741.20
24	201186501020	COMM	ROOTYS DEN LLC	9061	BUCHANAN TRL	1.01	-	5.83%			\$18,300.69	\$43,995.60	\$5,297.18
25	201186501010	COMM	A DAVID FLOR	9079	BUCHANAN TRL	1.03	-	5.95%			\$18,663.08	\$44,866.80	\$5,402.08
26	201820504010	SFR	RICHARD B & CAROL A BAXTER	8665	BOWER CT	2.55	220				\$0.00	\$0.00	\$0.00
27	201187502010	COMM	ARBOR POINTE GOLF CLUB INC	8919	CAHILL AVE	31.33	189				\$12,000.00	\$12,000.00	\$3,900.00
28	201186100010	COMM	ARBOR POINTE COMMONS LLC			2.04						\$2,640,839.80	\$655,624.12

Note: There is 6,966 feet of Mn/DOT right-of-way on this project. Mn/DOT right-of-way is non-assessable.

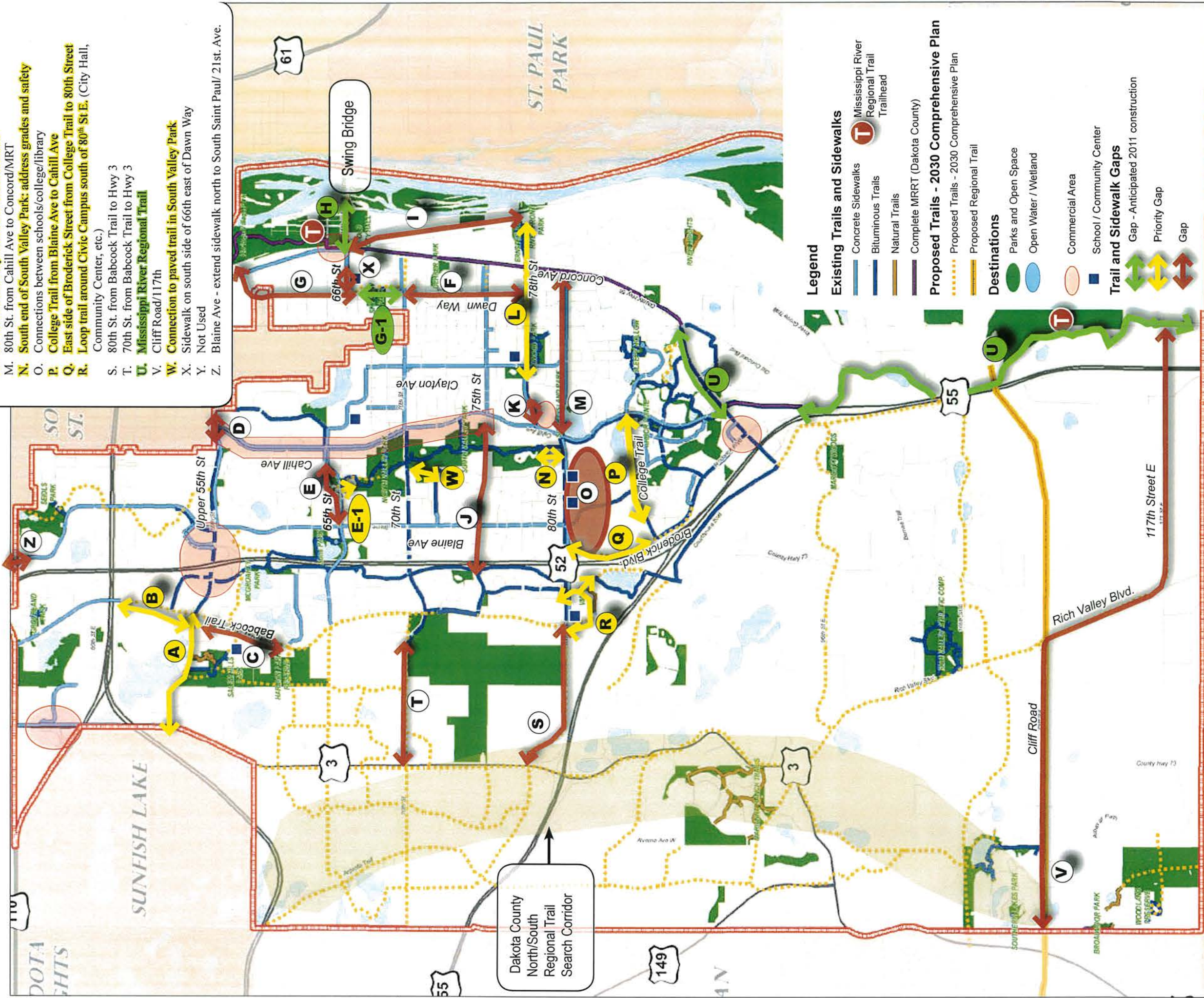
APPENDIX D – CITY TRAIL AND GAP STUDY MAP



Trail + Sidewalk Gap Map

Pedestrian and Bicycle Gaps:

- A.** Upper 55th Street from Highway 3/South Robert Trail to County Highway 73/Babcock Trail
- B.** County Highway 73/Babcock Trail from 494 Bridge to Upper 55th Street
- C.** County Highway 73/Babcock Trail Upper 55th St. to Upper 63rd St.
- D.** Upper 55th St. from Cahill Ave to 5th Ave South
- E.** Trail link between North Valley Park and Cahill: add trail on 65th St. between Blaine Ave. and Cahill Ave.
- E-1** Trail link to North Valley Park: pave north end of North Valley Park Trail
- F.** Dawn Ave from 70th St E to 78th St E
- G.** Dawn Ave from 66th Street to Concord
- G-1** Dawn Way from 70th St. to 65th St.
- H.** 66th St. from Dawn Way to the Swing Bridge
- I.** River Road from 66th St. E to 78th St E
- J.** 75th St E from Highway 52 Trail to Cahill Ave.
- K.** 78th St E just east of Cahill (south side sidewalk)
- L.** 78th St E from Clayton Ave E to River Road
- M.** 80th St. from Cahill Ave to Concord/MRT
- N.** South end of South Valley Park: address grades and safety
- O.** Connections between schools/college/library
- P.** College Trail from Blaine Ave to Cahill Ave
- Q.** East side of Broderick Street from College Trail to 80th Street
- R.** Loop trail around Civic Campus south of 80th St E. (City Hall, Community Center, etc.)
- S.** 80th St. from Babcock Trail to Hwy 3
- T.** 70th St. from Babcock Trail to Hwy 3
- U.** Mississippi River Regional Trail
- V.** Cliff Road/117th
- W.** Connection to paved trail in South Valley Park
- X.** Sidewalk on south side of 66th east of Dawn Way
- Y.** Not Used
- Z.** Blaine Ave - extend sidewalk north to South Saint Paul/ 21st. Ave.



DAKOTA PEDIATRICS SITE IMPROVEMENTS

5975 CARMEN AVENUE, INVER GROVE HEIGHTS, MN 55076

PROJECT

5975 CARMEN AVENUE, INVER GROVE HEIGHTS, MN 55076

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SITE PLAN LEGEND:

- CONCRETE PAVEMENT AS SPECIFIED (HATCH OR HATCH)
- PROPERTY LINE
- CURB AND GUTTER SEE NOTES
- (TO) TYP CUT DITCH SHOWN APPROPRIATE SEE PLAN
- TYP REMOVAL TYP (SHORT CATEGORY 4)
- TRAFFIC DIRECTION ARROWS
- CONCRETE PAVEMENT AS SPECIFIED (HATCH OR HATCH)
- PROPERTY LINE
- CURB AND GUTTER SEE NOTES
- (TO) TYP CUT DITCH SHOWN APPROPRIATE SEE PLAN
- TYP REMOVAL TYP (SHORT CATEGORY 4)
- TRAFFIC DIRECTION ARROWS
- CONCRETE PAVEMENT AS SPECIFIED (HATCH OR HATCH)
- PROPERTY LINE
- CURB AND GUTTER SEE NOTES
- (TO) TYP CUT DITCH SHOWN APPROPRIATE SEE PLAN
- TYP REMOVAL TYP (SHORT CATEGORY 4)
- TRAFFIC DIRECTION ARROWS

SITE LAYOUT NOTES:

- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES OR FOR THE COST OF REPAIRS TO EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF INSTALLATION OF NEW UTILITIES AND FOR THE COST OF REMOVAL OF EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF INSTALLATION OF NEW UTILITIES AND FOR THE COST OF REMOVAL OF EXISTING UTILITIES.
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CITY OF INVER GROVE HEIGHTS SITE SPECIFIC NOTES:

- ALL RETAINING WALLS 4 FEET AND HIGHER OR WITH SLOPES REQUIRES A SEPARATE RETAINING WALL DESIGN. CONTRACT WITH MARTIN, CHIEF BUILDING OFFICIAL, 651-455-2541 FOR RETAINING WALL DESIGN.
- ALL RETAINING WALLS SHOWN ON THE DRAWING SHALL BE CONSTRUCTED DURING THE SAME PHASE UNLESS OTHERWISE APPROVED.
- GRADING SHALL BE PROVIDED ABOVE RETAINING WALLS TO DRAIN WATER AWAY FROM THE WALL.
- STANDARD CONTRACTS SHALL FOLLOW MINNESOTA STANDARD CONTRACTS.

SITE AREA TABLE:

	EXISTING	PROPOSED
BUILDING COVERAGE	6,780 SF	13.5%
ALL PAVEMENTS	27,218 SF	62.2%
ALL NON-PAVEMENTS	8,609 SF	22.2%
TOTAL SITE AREA	43,575 SF	100.0%
IMPERVIOUS SURFACE	34,330 SF	78.8%
PERMEABLE SURFACE	9,245 SF	21.2%
DIFFERENCE (EX VS PROP.)	31,885 SF	73.0%
IMPERVIOUS TOTAL		

City of Inver Grove Heights
 8160 Burton Avenue
 Inver Grove Heights, MN 55077-3412

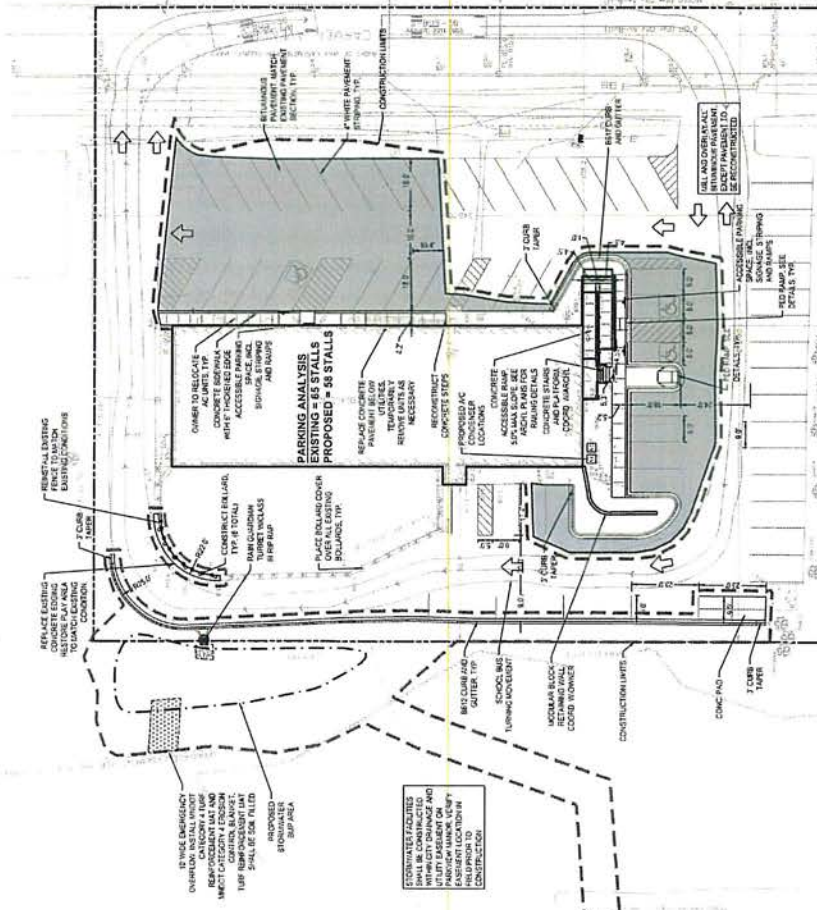
Approved for the City of Inver Grove Heights by the Mayor and City Council on 11/10/2016. The City Engineer has reviewed the plans and found them to be in accordance with the City Ordinance. The City Engineer's signature is required for the City to issue a permit for the project.

APPROVED
 DISAPPROVED
 REVISED AND RESUBMIT

DATE: 11/10/2016
 BY: S. Steiner, City Engineer

COPYRIGHT STATE ONE CALL
 800-487-4874

1" = 30' 0"



SITE PLAN

C2.0

APPENDIX E – TRAFFIC MEMO

Memorandum

Date: October 14, 2014

To: Tom Kaldunski
City Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077

From: Brandon J. Bourdon, P.E.

Subject: Broderick Boulevard
Traffic Analysis

The City of Inver Grove Heights has requested an analysis to review several potential modifications along Broderick Boulevard between 80th Street and Concord Boulevard. This analysis was to include an assessment of: additional pedestrian crossings at in place signals, the intersection control at College Trail and Broderick Boulevard, potential access control at Brooks Boulevard and Broderick Boulevard, and the recommended roadway section on Broderick Boulevard between Brooks Boulevard and Concord Boulevard as seen in Exhibit 1.

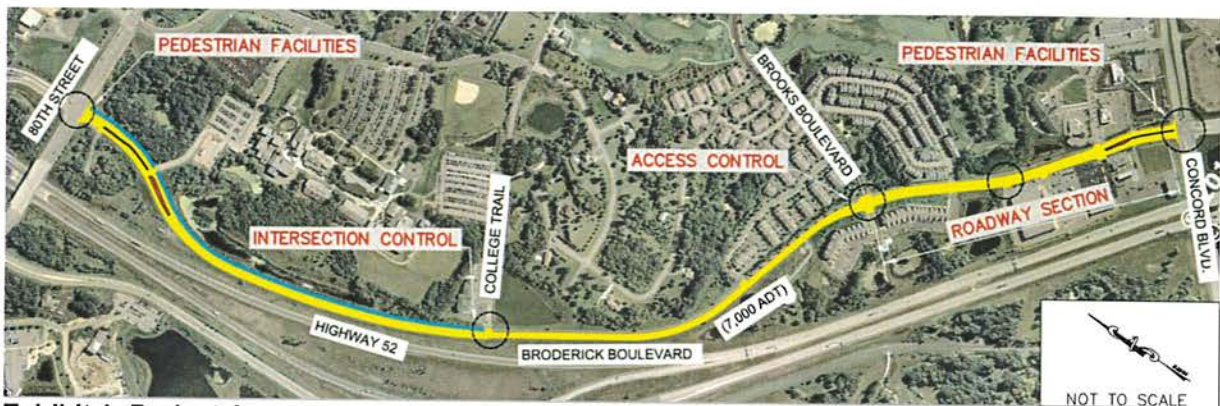


Exhibit 1: Project Area

- At the 80th Street and Broderick Boulevard intersection, pedestrians are prohibited from crossing 80th Street (i.e. only east-west pedestrian movements are permitted). The intersection and signal were reviewed, and the north-south pedestrian movements across 80th Street could be incorporated if ADA pedestrian ramps and signal modifications were made. It is recommended that modifications be made to accommodate pedestrian traffic at all

four crossings to allow for access to the proposed trail along the east side of Broderick Boulevard.

- The College Trail and Broderick Boulevard intersection was evaluated to determine if modification to the existing multi-way stop control is warranted. Stop signs and a mini-roundabout were considered as potential solutions.
 - Multi-way stop warrants from the MnMUTCD were evaluated. It was concluded that multi-way (i.e. all-way) stop control was not warranted, and it is recommended that the stop signs controlling traffic on Broderick Boulevard be removed. The multi-way warrant analysis and thirteen-hour turning movement counts collected on May 20th, 2014 are included in the **Appendix**. It should be noted that although turning movement counts were taken prior to Inver Grove Heights Middle School's summer vacation, Inver Hills Community College was not in session when the counts were collected. To confirm this recommendation, additional counts should be conducted in the fall.
 - A roundabout may be considered if the multi-way stop warrants are satisfied. A mini-roundabout is not recommended because multi-way stop control is not warranted.
- The Brooks Boulevard and Broderick Boulevard intersection was reviewed to determine if the addition of a median along Broderick Boulevard, resulting in a right-in right-out intersection at the Brooks Boulevard approaches was feasible. Thirteen hour turning movement counts collected on May 20th, 2014 show that only ten pedestrians crossed Broderick Boulevard during that period (see **Appendix**). Given the low pedestrian traffic and the high vehicular traffic volume that would need to be rerouted due to restricted access control, a median through the intersection is not recommended. If a two-way left-turn lane is implemented to the south along Broderick Boulevard, an improved pedestrian crossing could be constructed by adding a median, bulbouts, pavement markings and signs.
- Broderick Boulevard between Brooks Boulevard and Concord Boulevard was evaluated to determine if a two-lane roadway with dedicated left-turn lanes would be feasible instead of the current four-lane roadway. The analysis revealed that a four-lane roadway was not needed to serve current traffic volumes. Dedicated left-turn lanes would be warranted on Broderick Boulevard at Buchanan Trail if it were only two-lanes, because traffic volumes exceed 6,000 vehicles per day on Broderick Boulevard in the study area. It should be noted that the City of Inver Grove Height's Comprehensive Plan anticipates an 80-percent increase in traffic volumes on Broderick Boulevard between 2014 and 2030. Application of this growth factor to current volumes shows that a two-way road section should still be adequate in 2030. It is recommended that a two-lane roadway be implemented throughout the area with dedicated left-turn lanes at access points at and north of Buchanan Trail. The recommended lane configuration can be seen in Exhibit 2.

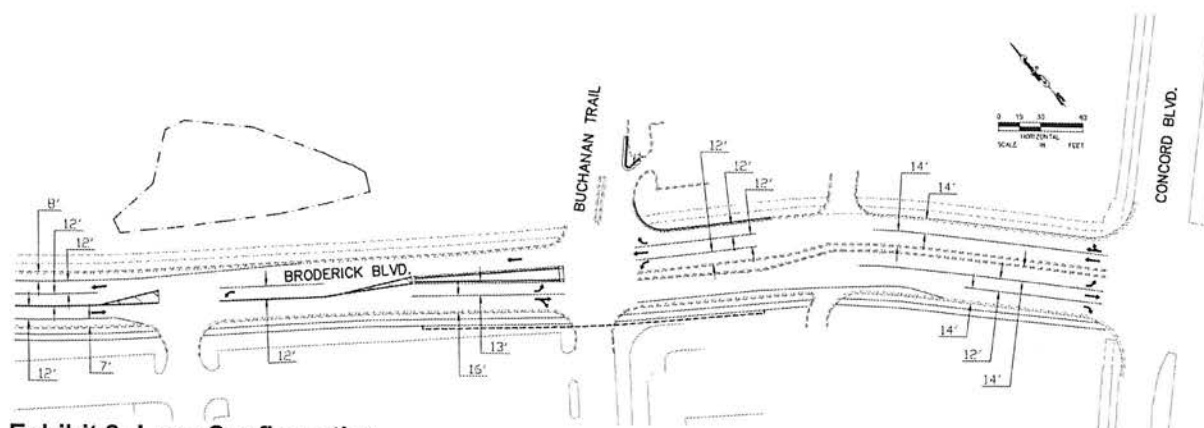


Exhibit 2: Lane Configuration

- At the Concord Boulevard and Broderick Boulevard intersection, pedestrians are prohibited from crossing on the southwest and northwest signalized intersection approaches. There are no sidewalk or trail facilities on the south side of Concord Boulevard. Until pedestrian facilities are added on the south side of Concord Boulevard, no additional pedestrian crossings are recommended. Pedestrian crossing is facilitated at the Concord Boulevard and Cahill Avenue intersection located immediately to the east, which is the primary access to Walmart. The city could upgrade existing signal components; although a review of the existing signal shows that Accessible Pedestrian Signals have not been added. Due to the fact that this intersection is not being modified by the proposed project, and the signal is owned and operated by MnDOT, signal modifications are not recommended by this City project.

Appendices

ALL WAY STOP WARRANT

LOCATION: Inver Grove Heights							
COUNTY: Dakota County							
REF. POINT: TH-52 & 80th St.	Speed	Approach Description				Lanes	
DATE: 5/20/2014		Major App1: Broderick Boulevard Southbound				1	
		Major App3: College Trail Westbound				1	
OPERATOR: Traffic Data Inc		Minor App2: Broderick Boulevard Northbound				1	
		Minor App4: College Trail Eastbound				1	
0.70 FACTOR USED?	No						

	300				200		
HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR TOTAL Σ (APP. 1 & APP. 3)	MINOR TOTAL APP. 2 + APP. 4	WARRANT MET
0:00 - 1:00							
1:00 - 2:00							
2:00 - 3:00							
3:00 - 4:00							
4:00 - 5:00							
5:00 - 6:00							
6:00 - 7:00	17	27	33	0	44	33	/
7:00 - 8:00	20	59	55	0	79	55	/
8:00 - 9:00	27	37	32	0	64	32	/
9:00 - 10:00	32	29	35	0	61	35	/
10:00 - 11:00	41	27	28	0	68	28	/
11:00 - 12:00	43	32	54	0	75	54	/
12:00 - 13:00	45	24	46	0	69	46	/
13:00 - 14:00	41	26	60	0	67	60	/
14:00 - 15:00	58	31	44	0	89	44	/
15:00 - 16:00	63	25	33	0	88	33	/
16:00 - 17:00	101	27	60	0	128	60	/
17:00 - 18:00	94	39	56	0	133	56	/
18:00 - 19:00	61	25	45	0	86	45	/
19:00 - 20:00							
20:00 - 21:00							
21:00 - 22:00							
22:00 - 23:00							
23:00 - 24:00							

Allway Stop Warrant:
 Met (Hr) 0
 Required (Hr) 8
 Not satisfied

REMARKS:



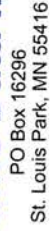
Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

File Name : 1 - Broderick Blvd & College Trail, 5-20-14, 6am - 7pm
Site Code : 1
Start Date : 5/20/2014
Page No : 1

Broderick Blvd & College Trail
Inver Grove Heights, MN

Groups Printed- Cars +- Trucks											
Broderick Blvd Southbound						College Trail Westbound					
Start Time	UTM	Left	Thru	Right	Peds	App Total	UTM	Left	Thru	Right	Peds
06:00 AM	0	0	2	0	0	2	0	0	0	0	1
06:15 AM	0	1	4	0	0	5	0	0	0	3	1
06:30 AM	0	2	4	0	1	7	0	1	0	7	4
06:45 AM	0	1	2	0	0	3	0	1	0	8	0
Total	0	4	12	0	1	17	0	2	0	19	6
07:00 AM	0	2	2	0	0	4	0	2	0	11	0
07:15 AM	0	1	3	0	0	4	0	0	0	19	0
07:30 AM	0	3	3	0	0	6	0	2	0	14	0
07:45 AM	0	2	4	0	0	6	0	1	0	10	0
Total	0	8	12	0	0	20	0	5	0	54	0
08:00 AM	0	4	5	0	1	10	0	2	0	8	1
08:15 AM	0	1	2	0	0	3	0	0	0	7	1
08:30 AM	0	4	6	0	0	10	0	1	0	9	0
08:45 AM	0	2	2	0	0	4	0	3	0	3	2
Total	0	11	15	0	1	27	0	6	0	27	4
09:00 AM	0	2	9	0	0	11	0	0	0	8	0
09:15 AM	0	2	3	0	0	5	0	1	0	7	0
09:30 AM	0	2	6	0	0	8	0	1	0	7	0
09:45 AM	0	3	5	0	0	8	0	0	0	5	0
Total	0	9	23	0	0	32	0	2	0	27	0
10:00 AM	0	3	4	0	0	7	0	0	0	2	0
10:15 AM	0	4	6	0	0	10	0	3	0	4	1
10:30 AM	0	5	7	0	0	12	0	1	0	6	0
10:45 AM	0	4	8	0	0	12	0	2	0	6	1
Total	0	16	25	0	0	41	0	6	0	18	2
11:00 AM	0	1	10	0	0	11	0	1	0	3	2
11:15 AM	0	0	9	0	0	9	0	3	0	4	1
11:30 AM	0	5	11	0	0	16	0	1	0	6	1
11:45 AM	0	4	3	0	0	7	0	2	0	5	2
Total	0	10	33	0	0	43	0	7	0	18	6
12:00 PM	0	2	8	0	0	10	0	6	0	1	0
12:15 PM	0	3	6	0	0	9	0	0	0	7	0
12:30 PM	0	4	7	0	0	11	0	0	0	5	1
12:45 PM	0	5	6	0	0	11	0	2	0	1	4
Total	0	14	31	0	0	43	0	8	0	14	2
01:00 PM	0	3	13	0	0	16	0	3	0	2	2
01:15 PM	0	1	10	0	0	11	0	0	0	6	2
01:30 PM	0	0	4	0	0	4	0	1	0	5	0
01:45 PM	0	3	7	0	0	10	0	0	0	5	0
Total	0	7	34	0	0	41	0	4	0	18	4



Broderick Blvd & College Trail
Inver Grove Heights, MN

Groups Printed- Cars + - Trucks																										
Broderick Blvd Southbound													College Trail Westbound						Broderick Blvd Northbound							
Start Time	UTrn	Left	Thru	Right	Peds	App Total	UTrn	Left	Thru	Right	Peds	App Total	UTrn	Left	Thru	Right	Peds	App Total	UTrn	Left	Thru	Right	Peds	App Total	Int. Total	
02:00 PM	0	5	5	0	0	10	0	1	0	6	0	7	0	0	0	10	0	0	0	10	0	0	0	0	0	27
02:15 PM	0	8	6	0	0	14	0	1	0	5	0	6	0	0	7	1	0	0	0	0	0	0	0	0	28	
02:30 PM	0	4	9	0	0	13	0	1	0	8	0	9	0	0	14	4	0	18	0	0	0	0	0	0	40	
02:45 PM	0	5	16	0	0	21	0	1	0	6	2	9	0	0	6	2	0	8	0	0	0	0	0	0	38	
Total	0	22	36	0	0	58	0	4	0	25	2	31	0	0	37	7	0	44	0	0	0	0	0	0	153	
03:00 PM	0	6	11	0	0	17	0	1	0	2	0	3	0	0	10	3	0	13	0	0	0	0	0	0	33	
03:15 PM	0	3	10	0	0	15	0	5	0	3	0	8	0	0	4	0	0	4	0	0	0	0	0	0	29	
03:30 PM	0	5	14	0	0	12	0	2	0	4	0	6	0	0	4	2	0	6	0	0	0	0	0	0	24	
03:45 PM	0	5	14	0	0	19	0	0	0	8	0	8	0	0	9	1	0	10	0	0	0	0	0	0	37	
Total	0	20	43	0	0	63	0	8	0	17	0	25	0	0	27	6	0	33	0	0	0	0	0	0	121	
04:00 PM	0	5	17	0	0	22	0	5	0	8	1	14	0	0	14	1	0	15	0	0	0	0	0	0	51	
04:15 PM	0	9	17	0	0	26	0	0	0	2	1	3	0	0	14	2	0	16	0	0	0	0	0	0	45	
04:30 PM	0	8	16	0	0	24	1	0	0	6	0	7	0	0	6	1	0	7	0	0	0	0	0	0	38	
04:45 PM	1	15	13	0	0	29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54	
Total	1	37	63	0	0	101	1	5	0	19	2	27	0	0	51	9	0	60	0	0	0	0	0	0	188	
05:00 PM	0	8	16	0	0	24	0	3	0	6	3	12	0	0	17	1	0	18	0	0	0	0	0	0	54	
05:15 PM	0	5	20	0	0	25	0	2	0	5	0	7	0	0	6	3	0	9	0	0	0	0	0	0	41	
05:30 PM	0	7	22	0	1	30	0	2	0	4	4	10	0	0	10	2	0	12	0	0	0	0	0	0	52	
05:45 PM	0	8	7	0	0	15	0	0	0	3	0	4	0	0	15	2	0	17	0	0	0	0	0	0	42	
Total	0	28	65	0	1	94	0	10	0	18	11	39	0	0	48	8	0	56	0	0	0	0	0	0	189	
06:00 PM	0	8	8	0	0	16	0	0	0	4	3	7	0	0	11	4	0	15	0	0	0	0	0	0	38	
06:15 PM	1	9	9	0	0	19	0	0	0	4	1	5	0	0	8	1	0	9	0	0	0	0	0	0	33	
06:30 PM	0	6	17	0	0	23	1	7	0	0	0	8	0	0	6	2	0	13	0	0	0	0	0	0	44	
06:45 PM	0	0	3	0	0	3	0	4	0	1	0	5	0	0	0	0	0	8	0	0	0	0	0	0	16	
Total	1	23	37	0	0	61	1	11	0	9	4	25	0	0	37	8	0	45	0	0	0	0	0	0	131	
Grand Total	2	209	429	0	3	643	4	78	0	283	43	408	1	0	488	88	4	581	0	0	0	0	0	0	1632	
Approach %	0.3	32.5	66.7	0	0.5		1	19.1	0	69.4	10.5		0.2	0	84	15.1	0.7		0	0	0	0	0	0		
Total %	0.1	12.8	26.3	0	0.2	39.4	0.2	4.8	0	17.3	2.6	25	0.1	0	29.9	5.4	0.2	35.6	0	0	0	0	0	0		
Cars +	2	202	422	0	3	629	4	75	0	276	31	386	1	0	482	85	4	572	0	0	0	0	0	0	1587	
% Cars +	100	96.7	98.4	0	100	97.8	100	96.2	0	97.5	72.1	94.6	100	0	98.8	96.6	100	96.5	0	0	0	0	0	0	97.2	
Trucks	0	7	7	0	0	14	0	3	0	7	12	22	0	0	6	3	0	9	0	0	0	0	0	0	45	
% Trucks	0	3.3	1.6	0	0	2.2	0	3.8	0	2.5	27.9	5.4	0	0	1.2	3.4	0	1.5	0	0	0	0	0	0	2.8	

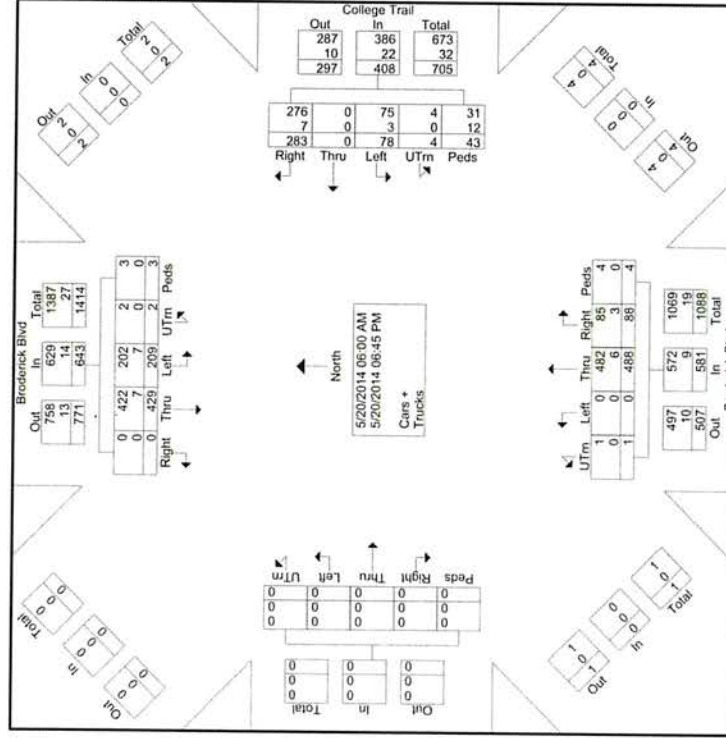


Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

File Name : 1 - Broderick Blvd & College Trail, 5-20-14, 6am - 7pm
Site Code : 1
Start Date : 5/20/2014
Page No : 3

Broderick Blvd & College Trail
Inver Grove Heights, MN





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St. Louis Park, MN 55416

File Name : 1 - Broderick Blvd & College Trail, 5-20-14, 6am - 7pm
Site Code : 1
Start Date : 5/20/2014
Page No : 4

Broderick Blvd & College Trail
Inver Grove Heights, MN

Broderick Blvd Southbound										College Trail Westbound										Broderick Blvd Northbound										
Start Time	UTm	Left	Thru	Right	Peds	App. Total	UTm	Left	Thru	Right	Peds	App. Total	UTm	Left	Thru	Right	Peds	App. Total	UTm	Left	Thru	Right	Peds	App. Total	Int. Total					
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																														
Peak Hour for Entire Intersection Begins at 07:00 AM																														
07:00 AM	0	2	2	0	0	4	0	0	0	0	11	0	13	0	0	16	1	0	17	0	0	0	0	0	34					
07:15 AM	0	1	3	0	0	4	0	0	0	19	0	19	0	0	0	14	1	0	15	0	0	0	0	0	38					
07:30 AM	0	3	3	0	0	6	0	2	0	14	0	16	0	0	0	10	1	0	11	0	0	0	0	0	33					
07:45 AM	0	2	4	0	0	6	0	1	0	10	0	11	0	0	0	11	1	0	12	0	0	0	0	0	29					
Total Volume	0	8	12	0	0	20	0	5	0	54	0	59	0	0	51	4	0	55	0	0	0	0	0	0	134					
% App. Total	0	40	60	0	0	0	0	8.5	0	91.5	0	92.7	0	0	92.7	7.3	0	92.7	0	0	0	0	0	0	0					
PHF	.000	.667	.750	.000	.000	.833	.000	.625	.000	.711	.000	.776	.000	.776	.000	.797	1.00	.809	.000	.000	.000	.000	.000	.000	.882					
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																														
Peak Hour for Entire Intersection Begins at 10:45 AM																														
10:45 AM	0	4	8	0	0	12	0	2	0	6	1	9	0	0	0	11	0	0	11	0	0	0	0	0	32					
11:00 AM	0	1	10	0	0	11	0	1	0	3	2	6	1	0	10	2	1	14	0	0	0	0	0	0	31					
11:15 AM	0	0	9	0	0	9	0	3	0	4	1	8	0	0	9	3	0	12	0	0	0	0	0	0	29					
11:30 AM	0	5	11	0	0	16	0	1	0	6	1	8	0	0	11	4	0	15	0	0	0	0	0	0	39					
Total Volume	0	10	38	0	0	48	0	7	0	19	5	31	1	0	41	9	1	52	0	0	0	0	0	0	131					
% App. Total	0	20.8	79.2	0	0	0	0	22.6	0	61.3	16.1	31	1.9	0	76.8	17.3	1.9	52	0	0	0	0	0	0	0					
PHF	.000	.500	.864	.000	.000	.750	.000	.583	.000	.792	.625	.861	.250	.000	.932	.563	.250	.867	.000	.000	.000	.000	.000	.000	.840					
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1																														
Peak Hour for Entire Intersection Begins at 04:45 PM																														
04:45 PM	1	15	13	0	0	29	0	0	0	3	0	3	0	0	17	5	0	22	0	0	0	0	0	0	54					
05:00 PM	0	8	16	0	0	24	0	3	0	6	3	12	0	0	17	1	0	18	0	0	0	0	0	0	54					
05:15 PM	0	5	20	0	0	25	0	2	0	5	0	7	0	0	6	3	0	9	0	0	0	0	0	0	41					
05:30 PM	0	7	22	0	1	30	0	2	0	4	4	10	0	0	10	2	0	12	0	0	0	0	0	0	52					
Total Volume	1	35	71	0	1	108	0	7	0	18	7	32	0	0	50	11	0	61	0	0	0	0	0	0	201					
% App. Total	0.9	32.4	65.7	0	0.9	0	0	21.9	0	56.2	21.9	32	0	0	82	18	0	61	0	0	0	0	0	0	0					
PHF	.250	.583	.807	.000	.250	.900	.000	.583	.000	.735	.550	.667	.000	.000	.735	.550	.693	.000	.693	.000	.000	.000	.000	.000	.931					



Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

File Name : 2 - Broderick Blvd & Brooks Blvd, 5-20-14, 6am - 7pm
Site Code : 2
Start Date : 5/20/2014
Page No : 1

Broderick Blvd & Brooks Blvd
Inver Grove Heights, MN

Groups Printed- Cars + - Trucks																																															
Brooks Blvd Southbound														Broderick Blvd Westbound														Brooks Blvd Northbound										Broderick Blvd Eastbound									
Start Time	UTm	Left	Thru	Right	Peds	App Total	UTm	Left	Thru	Right	Peds	App Total	UTm	Left	Thru	Right	Peds	App Total	UTm	Left	Thru	Right	Peds	App Total	UTm	Left	Thru	Right	Peds	App Total	Int. Total																
06:00 AM	0	6	0	3	0	9	0	0	1	0	0	1	0	0	1	0	0	0	2	0	0	1	0	0	0	0	0	0	0	0	13																
06:15 AM	0	5	0	2	2	9	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	5	17																
06:30 AM	0	10	0	1	2	13	0	0	4	2	0	6	0	0	0	0	1	0	1	0	0	3	0	0	0	0	0	0	0	3	23																
06:45 AM	0	13	0	5	1	19	0	0	1	0	0	1	0	0	3	1	3	0	7	0	0	3	1	0	0	0	0	0	0	4	31																
Total	0	34	0	11	5	50	0	0	6	2	0	8	0	0	4	1	8	0	13	0	2	10	1	0	0	0	0	0	0	13	84																
07:00 AM	0	12	1	2	0	15	0	1	9	2	0	12	0	0	0	1	4	0	5	0	0	3	0	0	0	0	0	0	0	3	35																
07:15 AM	0	12	0	3	1	16	0	0	8	3	0	11	0	0	0	0	4	0	4	0	0	4	1	0	0	0	0	0	0	5	36																
07:30 AM	0	18	0	1	0	19	0	1	8	0	0	9	0	0	0	1	3	0	4	0	0	4	0	0	0	0	0	0	0	4	36																
07:45 AM	0	12	1	3	1	17	0	0	4	5	0	9	0	0	0	1	3	0	4	0	0	4	2	0	0	0	0	0	0	6	36																
Total	0	54	2	9	2	67	0	2	29	10	0	41	0	0	0	3	14	0	17	0	0	15	3	0	0	0	0	0	0	18	143																
08:00 AM	0	8	0	2	1	11	0	0	3	3	0	6	0	4	1	6	0	11	0	0	1	5	1	0	0	0	0	0	0	7	35																
08:15 AM	0	6	1	1	0	8	0	0	1	2	0	3	0	0	0	1	6	0	7	0	0	4	0	0	0	0	0	0	0	4	22																
08:30 AM	0	6	1	5	0	12	0	0	10	2	0	12	0	0	0	0	1	0	1	0	2	4	0	0	0	0	0	0	0	6	32																
08:45 AM	0	6	0	1	2	9	0	0	2	5	0	7	0	0	0	0	1	0	1	0	0	3	0	0	0	0	0	0	0	3	20																
Total	0	26	2	9	3	40	0	0	16	13	0	29	0	4	2	14	0	20	0	0	3	16	1	0	0	0	0	0	0	20	109																
09:00 AM	0	6	0	5	1	12	0	0	8	2	0	10	0	0	0	0	0	0	0	0	1	9	1	0	0	0	0	0	0	11	33																
09:15 AM	0	1	0	2	0	3	0	0	5	6	0	11	0	0	0	0	2	0	2	0	1	2	0	0	0	0	0	0	0	3	19																
09:30 AM	0	4	1	3	0	8	0	0	8	1	0	9	0	1	0	1	0	1	0	2	0	1	5	1	0	0	0	0	0	7	26																
09:45 AM	0	8	0	1	0	9	0	2	4	4	0	10	0	2	0	1	0	1	0	3	0	2	1	1	0	0	0	0	0	4	26																
Total	0	19	1	11	1	32	0	2	25	13	0	40	0	3	0	4	0	7	0	0	5	17	3	0	0	0	0	0	0	25	104																
10:00 AM	0	2	0	1	1	4	0	0	5	4	0	9	0	0	0	0	2	0	2	0	3	3	0	0	0	0	0	0	0	6	21																
10:15 AM	0	6	0	1	0	7	0	1	3	5	0	9	0	0	0	0	0	0	0	0	3	6	0	0	0	0	0	0	0	9	25																
10:30 AM	0	8	0	2	1	11	0	0	4	3	0	7	0	0	0	0	0	0	0	0	1	7	0	0	0	0	0	0	0	8	26																
10:45 AM	0	2	0	1	3	6	0	0	6	9	0	15	0	1	0	1	0	1	0	2	0	8	0	0	0	0	0	0	0	9	32																
Total	0	18	0	5	5	28	0	1	18	21	0	40	0	1	0	3	0	4	0	0	8	24	0	0	0	0	0	0	0	32	104																
11:00 AM	0	5	1	2	0	8	0	0	9	2	0	11	0	0	0	0	0	0	0	0	1	8	2	0	0	0	0	0	0	11	30																
11:15 AM	0	4	1	1	2	8	0	1	12	4	0	17	0	0	0	1	1	0	2	0	1	12	0	0	0	0	0	0	0	13	40																
11:30 AM	0	5	0	2	0	7	0	0	9	8	0	17	0	0	0	2	0	0	0	0	2	9	2	0	0	0	0	0	0	6	42																
11:45 AM	0	3	1	2	7	13	0	0	12	7	0	19	0	1	0	1	0	1	0	2	0	1	6	0	0	0	0	0	0	7	35																
Total	0	20	3	7	3	33	0	1	42	21	0	64	0	1	3	2	0	6	0	0	5	35	4	0	0	0	0	0	0	44	147																
12:00 PM	0	6	0	1	0	7	0	1	9	9	0	19	0	1	0	1	0	1	0	2	0	1	12	0	0	0	0	0	0	13	41																
12:15 PM	0	10	0	1	1	12	0	0	13	4	0	17	0	0	0	1	1	1	3	0	0	4	5	1	0	0	0	0	0	10	42																
12:30 PM	0	6	0	1	0	7	0	0	4	6	1	11	0	0	0	0	0	0	0	0	1	5	0	0	0	0	0	0	0	6	24																
12:45 PM	1	3	0	1	0	5	0	0	13	9	0	22	0	1	0	3	0	4	0	0	10	0	0	0	0	0	0	0	0	10	41																
Total	1	25	0	4	1	31	0	1	39	28	1	69	0	2	1	5	1	9	0	0	6	32	1	0	0	0	0	0	0	39	148																
01:00 PM	0	5	0	1	1	7	0	2	12	5	1	20	0	1	0	2	1	4	0	0	1	11	2	0	0	0	0	0	0	14	45																
01:15 PM	0	4	1	1	1	7	0	0	2	12	2	17	0	0	0	1	2	0	3	0	2	4	1	0	0	0	0	0	0	7	34																
01:30 PM	0	3	1	2	0	6	0	0	9	4	0	13	0	0	0	0	1	0	1	0	0	5	0	0	0	0	0	0	0	5	25																
01:45 PM	0	5	1	2	3	11	0	0	12	11	0	23	0	1	0	2	0	3	0	0	0	4	1	0	0	0	0	0	0	5	42																
Total	0	17	3	6	5	31	0	4	45	22	2	73	0	2	1	7	1	11	0	0	3	24	4	0	0	0	0	0	0	31	146																



Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

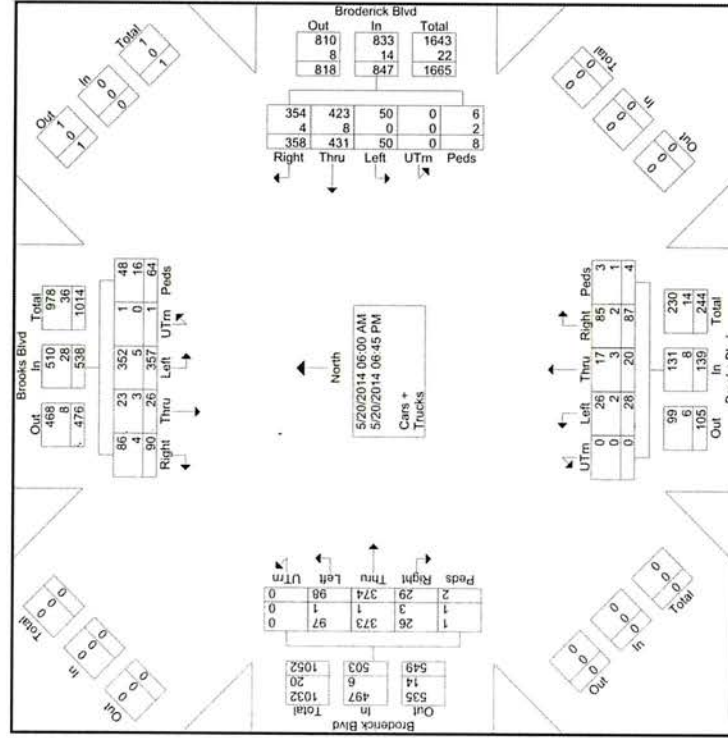
File Name : 2 - Broderick Blvd & Brooks Blvd, 5-20-14, 6am - 7pm
Site Code : 2
Start Date : 5/20/2014
Page No : 2

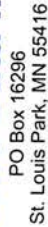
Broderick Blvd & Brooks Blvd
Inver Grove Heights, MN

Groups Printed- Cars +- Trucks																															
Brooks Blvd Southbound													Brooks Blvd Northbound																		
Westbound													Eastbound																		
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total						
02:00 PM	0	4	0	2	0	6	0	1	5	5	0	11	0	1	0	2	0	3	0	1	4	0	0	5	25						
02:15 PM	0	5	0	0	0	5	0	0	5	10	0	15	0	0	0	0	0	0	0	0	6	0	0	6	26						
02:30 PM	0	2	1	1	2	6	0	0	13	8	0	21	0	0	2	1	15	0	3	0	15	0	0	16	46						
02:45 PM	0	5	2	1	2	10	0	0	7	7	0	14	0	0	3	12	0	1	0	3	12	0	0	15	40						
Total	0	16	3	4	4	27	0	1	30	30	0	61	0	1	2	4	0	7	0	5	37	0	0	42	137						
03:00 PM	0	7	0	2	0	9	0	1	12	6	0	19	0	0	1	3	0	4	0	1	12	1	0	14	46						
03:15 PM	0	3	4	1	0	8	0	2	8	9	0	19	0	0	0	2	0	2	0	4	12	0	0	16	45						
03:30 PM	0	4	2	3	1	10	0	2	11	8	0	21	0	0	0	0	0	0	0	3	13	1	0	17	48						
03:45 PM	0	7	0	2	2	11	0	1	10	3	0	14	0	0	1	2	0	3	0	5	5	1	0	11	38						
Total	0	21	6	8	2	37	0	6	41	26	0	73	0	0	2	7	0	9	0	13	42	3	0	58	177						
04:00 PM	0	14	0	3	0	17	0	4	16	13	0	33	0	2	1	3	0	6	0	5	11	1	0	17	73						
04:15 PM	0	10	0	2	0	12	0	2	13	12	0	27	0	0	0	0	0	0	0	6	15	1	0	22	61						
04:30 PM	0	10	1	0	0	11	0	2	6	13	0	21	0	0	0	3	0	3	0	2	10	1	0	13	48						
04:45 PM	0	12	0	2	0	14	0	2	20	17	0	39	0	0	0	0	0	0	0	4	7	1	0	12	65						
Total	0	46	1	7	0	54	0	10	55	55	0	120	0	2	1	6	0	9	0	17	43	4	0	64	247						
05:00 PM	0	7	0	0	1	8	0	5	18	12	0	35	0	3	0	2	0	5	0	4	15	0	0	19	67						
05:15 PM	0	10	2	0	7	19	0	5	8	21	0	34	0	0	4	0	6	10	3	1	20	77	0	20	73						
05:30 PM	0	5	0	2	10	17	0	3	10	16	3	32	0	1	1	2	0	4	0	8	11	1	0	20	73						
05:45 PM	0	13	2	2	6	23	0	3	11	16	0	30	0	1	1	2	2	6	0	6	9	0	0	10	69						
Total	0	35	4	4	24	67	0	16	47	65	3	131	0	5	3	9	2	19	0	21	43	4	1	69	286						
06:00 PM	0	9	0	0	2	11	0	2	10	13	1	26	0	1	0	1	0	2	0	2	6	0	0	8	47						
06:15 PM	0	7	0	1	2	10	0	1	8	13	1	23	0	1	0	0	0	1	0	3	5	0	0	8	42						
06:30 PM	0	6	0	2	2	10	0	2	13	10	0	25	0	1	1	1	0	3	0	4	17	1	0	22	60						
06:45 PM	0	4	1	2	3	10	0	1	7	16	0	24	0	0	0	2	0	2	0	1	8	0	1	10	46						
Total	0	26	1	5	9	41	0	6	38	52	2	98	0	3	1	4	0	8	0	10	36	1	1	48	195						
Grand Total	1	357	26	90	64	538	0	50	431	358	8	847	0	28	20	87	4	139	0	98	374	29	2	503	2027						
Approach %	0.2	66.4	4.8	16.7	11.9			0	5.9	50.9	42.3	0.9		0	20.1	14.4	62.6	2.9		0	19.5	74.4	5.8	0.4							
Total %	0	17.6	1.3	4.4	3.2	26.5		0	2.5	21.3	17.7	0.4	41.8	0	1.4	1	4.3	0.2	6.9	0	4.8	18.5	1.4	0.1	24.8						
Cars +	1	352	23	86	48	510		0	50	423	354	6	833	0	26	17	85	3	131	0	97	373	26	1	497	1971					
% Cars +	100	98.6	88.5	95.6	75	94.8		0	100	98.1	98.9	75	98.3	0	92.9	85	97.7	75	94.2	0	99	99.7	89.7	50	98.8	97.2					
Trucks	0	5	3	4	16	28		0	0	8	4	2	14	0	2	3	2	1	8	0	1	3	1	3	1	6	56				
% Trucks	0	1.4	11.5	4.4	25	5.2		0	0	1.9	1.1	25	1.7	0	7.1	15	2.3	25	5.8	0	1	0.3	10.3	50	1.2	2.8					

File Name : 2 - Broderick Blvd & Brooks Blvd, 5-20-14, 6am - 7pm
Site Code : 2
Start Date : 5/20/2014
Page No : 3

Broderick Blvd & Brooks Blvd
Inver Grove Heights, MN





Broderick Blvd & Brooks Blvd
Inver Grove Heights, MN

Brooks Blvd Southbound							Broderick Blvd Westbound							Brooks Blvd Northbound							Broderick Blvd Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total		
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																											
Peak Hour for Entire Intersection Begins at 07:00 AM																											
07:00 AM	0	12	1	2	0	15	0	1	9	2	0	12	0	0	1	4	0	5	0	0	3	0	0	3	35		
07:15 AM	0	12	0	3	1	16	0	1	8	3	0	11	0	0	0	4	0	4	0	0	4	1	0	5	33		
07:30 AM	0	18	0	1	0	19	0	1	8	0	0	9	0	0	1	3	0	4	0	0	4	0	0	4	36		
07:45 AM	0	12	1	3	1	17	0	0	4	5	0	9	0	0	1	3	0	4	0	0	4	2	0	6	36		
Total Volume	0	54	2	9	2	67	0	2	29	10	0	41	0	0	3	14	0	17	0	0	15	3	0	18	143		
% App. Total	0	80.6	3	13.4	3		0	4.9	70.7	24.4	0	85.4	0	0	17.6	82.4	0	85.0	0	0	83.3	16.7	0	18	99.3		
PHF	.000	.750	.500	.750	.500	.882	.000	.500	.806	.500	.000	.854	.000	.000	.750	.875	.000	.850	.000	.000	.938	.375	.000	.750			
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																											
Peak Hour for Entire Intersection Begins at 11:30 AM																											
11:30 AM	0	8	0	2	0	10	0	0	9	8	0	17	0	0	2	0	0	2	0	2	9	2	0	13	42		
11:45 AM	0	3	1	2	1	7	0	0	12	7	0	19	0	1	0	1	0	2	0	1	6	0	0	7	35		
12:00 PM	0	6	0	1	0	7	0	1	9	9	0	19	0	0	1	0	1	2	0	1	12	0	0	13	41		
12:15 PM	0	10	0	1	1	12	0	0	13	4	0	17	0	0	1	1	1	3	0	4	5	1	0	10	42		
Total Volume	0	27	1	6	2	36	0	1	43	28	0	72	0	2	3	3	1	9	0	8	32	3	0	43	160		
% App. Total	0	75	2.8	16.7	5.6		0	1.4	59.7	38.9	0	72	0	22.2	33.3	33.3	11.1	75.0	0	18.6	74.4	7	0	43	95.2		
PHF	.000	.675	.250	.750	.500	.750	.000	.250	.827	.778	.000	.947	.000	.500	.375	.750	.250	.750	.000	.500	.667	.375	.000	.827			
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1																											
Peak Hour for Entire Intersection Begins at 05:00 PM																											
05:00 PM	0	7	0	0	1	8	0	5	18	12	0	35	0	3	0	2	0	5	0	4	15	0	0	19	67		
05:15 PM	0	10	2	0	7	19	0	5	8	21	0	34	0	0	1	3	0	4	0	6	10	3	1	20	77		
05:30 PM	0	5	0	2	10	17	0	3	10	16	3	32	0	1	1	2	0	4	0	8	11	1	0	20	73		
05:45 PM	0	13	2	2	6	23	0	3	11	16	0	30	0	1	1	2	0	6	0	3	7	0	0	10	69		
Total Volume	0	35	4	4	24	67	0	16	47	65	3	131	0	5	3	9	2	19	0	21	43	4	1	69	286		
% App. Total	0	52.2	6	6	35.8		0	12.2	35.9	49.6	2.3	79.2	0	26.3	15.8	47.4	10.5	79.0	0	30.4	62.3	5.8	1.4	69	99.0		
PHF	.000	.673	.500	.500	.600	.728	.000	.800	.653	.7	.250	.936	.000	.417	.750	.750	.250	.792	.000	.656	.711	.333	.250	.863			



Broderick Blvd & Buchanan Trail
Inver Grove Heights, MN

Groups Printed- Cars +- Trucks																							
Buckhann Tr Southbound						Broderick Blvd Westbound						Buckhann Tr Northbound						Broderick Blvd Eastbound					
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total				
06:00 AM	0	1	2	0	0	3	0	28	4	1	0	33	0	0	0	12	0	11	59				
06:15 AM	0	1	2	0	2	6	0	36	2	2	0	40	0	0	16	0	18	81					
06:30 AM	0	2	2	1	4	8	0	24	7	4	0	35	0	1	3	14	0	19					
06:45 AM	0	2	2	1	0	5	0	23	6	3	0	32	0	4	0	15	0	29					
Total	0	6	8	2	6	22	0	111	19	10	0	140	0	5	3	57	0	22	78				
07:00 AM	0	1	2	0	1	4	0	32	4	2	0	38	0	2	1	15	0	65	308				
07:15 AM	0	4	1	1	1	7	0	41	11	2	0	54	0	3	0	23	0	18	95				
07:30 AM	0	7	0	2	0	9	0	24	12	3	0	39	0	1	1	19	0	21	34				
07:45 AM	0	2	3	1	0	6	0	17	9	4	0	30	0	3	1	14	0	18	107				
Total	0	14	6	4	2	26	0	114	36	11	0	161	0	9	3	71	0	83	37				
08:00 AM	0	1	3	0	1	5	0	32	9	4	1	46	0	0	1	12	0	13	102				
08:15 AM	0	4	1	0	0	5	0	23	8	1	0	32	0	0	5	0	17	5	23				
08:30 AM	0	3	1	1	1	6	0	18	11	2	0	31	0	5	0	11	1	18	31				
08:45 AM	0	4	1	1	1	7	0	29	6	3	0	38	0	2	2	15	0	19	79				
Total	0	12	6	2	3	23	0	102	34	10	1	147	0	12	4	50	1	67	258				
09:00 AM	0	4	0	1	0	5	0	32	9	4	1	46	0	0	1	12	0	13	67				
09:15 AM	0	5	2	3	0	11	0	35	9	3	0	47	0	4	1	22	0	27	17				
09:30 AM	0	5	3	0	4	12	0	42	4	5	0	25	0	2	3	16	0	21	27				
09:45 AM	0	5	2	3	2	13	0	22	10	3	0	35	0	0	0	17	0	17	17				
Total	0	21	7	6	4	41	0	97	30	12	0	139	0	8	6	67	0	81	325				
10:00 AM	0	2	4	3	0	9	0	25	7	3	0	35	0	2	3	15	0	20	0				
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10:30 AM	0	7	6	4	1	18	0	19	10	9	0	38	0	0	1	21	0	22	89				
10:45 AM	0	11	0	2	2	15	0	21	9	11	0	41	0	4	4	13	0	21	86				
Total	0	27	13	12	6	58	0	85	33	29	0	147	0	9	8	71	0	88	100				
11:00 AM	0	6	4	4	0	14	0	27	7	4	2	40	0	2	1	12	0	15	354				
11:15 AM	0	13	8	3	4	28	0	26	6	6	0	38	0	7	1	26	0	34	0				
11:30 AM	0	7	7	1	2	17	0	31	7	2	0	40	0	8	4	22	0	34	0				
11:45 AM	0	17	5	4	7	27	0	26	13	7	0	46	0	6	3	16	0	25	0				
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12:15 PM	0	12	7	5	0	24	0	29	11	8	0	48	0	5	2	29	0	36	20				
12:30 PM	0	8	4	3	0	15	0	27	11	5	2	45	0	2	2	24	0	28	14				
12:45 PM	0	12	3	6	2	23	0	38	20	4	0	62	0	3	3	30	0	36	16				
Total	0	47	20	16	2	85	0	136	54	22	2	214	0	14	10	103	0	127	441				
01:00 PM	0	13	1	6	3	20	0	27	6	5	0	38	0	3	1	25	0	29	70				
01:15 PM	0	13	3	5	3	24	0	23	11	8	1	43	0	0	2	1	25	0	29	15			
01:30 PM	0	9	2	4	2	17	0	33	11	4	0	50	0	4	2	0	22	0	29	102			
01:45 PM	0	6	7	2	1	16	0	34	7	3	2	46	0	5	1	33	0	39	17				
Total	0	41	13	17	6	77	0	117	37	20	3	177	0	14	3	105	0	122	458				



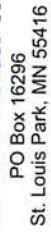
Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

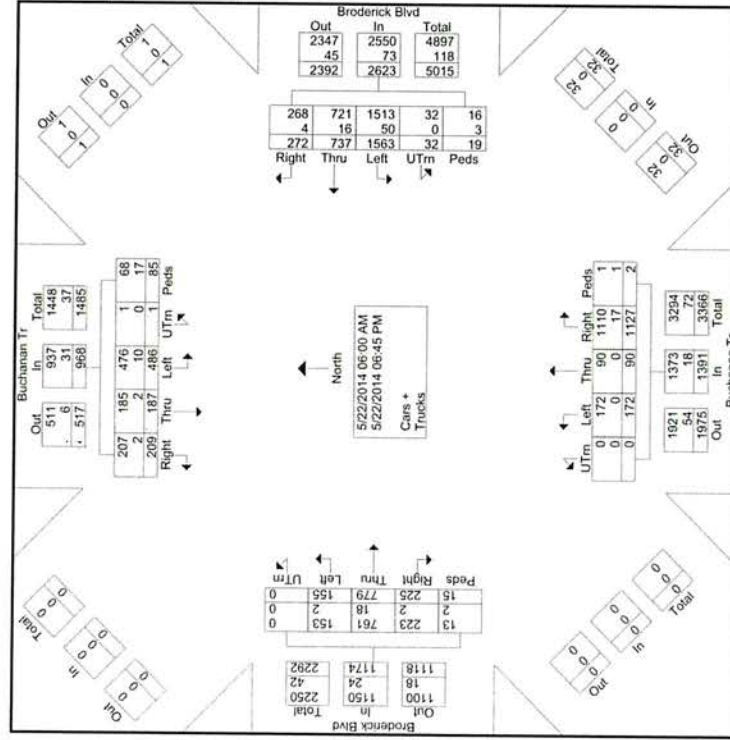
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Page No : 2

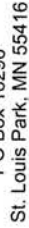
Broderick Blvd & Buchanan Trail
Inver Grove Heights, MN

Groups Printed- Cars + - Trucks																																															
Buchanan Tr Southbound														Broderick Blvd Westbound														Buchanan Tr Northbound										Broderick Blvd Eastbound									
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total																
02:00 PM	0	13	6	6	0	25	1	24	12	4	1	42	0	1	1	18	1	21	0	2	7	1	0	10	98																						
02:15 PM	1	4	6	4	2	17	2	22	18	5	0	47	0	4	3	20	0	27	0	1	3	4	0	8	99																						
02:30 PM	0	16	5	4	1	26	1	32	14	3	0	50	0	0	4	31	0	35	0	2	15	5	0	22	133																						
02:45 PM	0	12	8	3	4	27	1	48	17	10	0	76	0	5	1	25	0	31	0	1	16	0	1	18	152																						
Total	1	45	25	17	7	95	5	126	61	22	1	215	0	10	9	94	1	114	0	6	41	10	1	58	482																						
03:00 PM	0	14	6	4	0	24	0	33	16	4	0	53	0	6	4	29	0	39	0	8	17	5	2	32	148																						
03:15 PM	0	15	3	8	0	26	2	38	21	8	0	69	0	5	1	20	0	26	0	2	19	4	0	25	146																						
03:30 PM	0	7	4	14	0	25	3	31	28	6	0	68	0	3	1	17	0	21	0	6	13	7	0	26	140																						
03:45 PM	0	22	4	9	0	35	1	36	18	9	1	65	0	6	4	28	0	38	0	5	12	3	0	20	158																						
Total	0	58	17	35	0	110	6	138	83	27	1	255	0	20	10	94	0	124	0	21	61	19	2	103	592																						
04:00 PM	0	12	6	10	0	28	3	41	24	8	0	76	0	4	2	26	0	32	0	4	17	3	0	24	160																						
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04:45 PM	0	17	3	6	1	27	1	36	31	10	0	78	0	1	35	0	37	0	37	0	7	16	6	0	29	171																					
Total	0	60	13	27	2	102	7	161	104	36	1	309	0	14	9	121	0	144	0	19	65	19	0	103	658																						
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05:15 PM	0	17	9	8	1	35	2	34	31	14	0	81	0	4	2	27	0	33	0	5	20	2	2	29	178																						
05:30 PM	0	14	1	11	13	39	3	45	42	5	0	95	0	7	3	35	0	45	0	10	15	4	0	29	208																						
05:45 PM	0	13	1	11	3	28	4	31	28	5	0	68	0	6	2	25	0	33	0	6	21	1	0	28	157																						
Total	0	58	18	38	18	132	9	158	126	32	0	325	0	21	10	116	0	147	0	27	80	7	2	116	720																						
06:00 PM	0	16	8	7	6	37	2	33	17	8	2	62	0	5	0	24	0	29	0	9	9	4	0	22	150																						
06:15 PM	0	17	5	9	7	35	2	24	23	4	5	58	0	5	2	24	0	31	0	4	21	6	0	31	155																						
06:30 PM	0	12	1	7	3	23	0	29	32	5	1	67	0	1	3	31	0	35	0	1	15	3	0	19	144																						
06:45 PM	0	9	3	0	4	16	1	22	15	5	0	43	0	2	1	23	0	26	0	4	18	1	2	25	110																						
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Grand Total	1	486	187	209	85	968	32	1563	737	272	19	2623	0	172	90	1127	2	1391	0	155	779	225	15	1174	6156																						
Approch %	0.1	50.2	19.3	21.6	8.8		1.2	59.6	28.1	10.4	0.7		0	12.4	6.5	8.1	0.1		0	13.2	66.4	19.2	1.3		0	13.2	66.4	19.2	1.3																		
Total %	0	7.9	3	3.4	1.4	15.7	0.5	25.4	12	4.4	0.3	42.6	0	2.8	1.5	18.3	0	22.6	0	2.5	12.7	3.7	0.2	19.1	0	2.5	12.7	3.7	0.2	19.1																	
Cars +	1	476	185	207	68	937	32	1513	721	268	16	2550	0	172	90	1110	1	1373	0	153	761	223	13	1150	6010																						
% Cars +	100	97.9	98.9	99	80	96.8	100	96.8	97.8	98.5	84.2	97.2	0	100	100	98.5	50	98.7	0	98.7	97.7	99.1	86.7	96	0	98.7	97.7	99.1	86.7	96	97.6																
Trucks	0	10	2	2	17	31	0	50	16	4	3	73	0	0	0	17	1	18	0	2	18	2	2	24	146																						
% Trucks	0	2.1	1.1	1	20	3.2	0	3.2	2.2	1.5	15.8	2.8	0	0	0	1.5	50	1.3	0	1.3	2.3	0.9	13.3	2	0	1.3	2.3	0.9	13.3	2	2.4																



Broderick Blvd & Buchanan Trail
Inver Grove Heights, MN





Broderick Blvd & Buchanan Trail
Inver Grove Heights, MN

Buchanan Tr										Broderick Blvd					Broderick Blvd				
Southbound										Westbound					Eastbound				
Start Time	UTm	Left	Thru	Right	Peds	App. Total	UTm	Left	Thru	Right	Peds	App. Total	UTm	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																			
Peak Hour for Entire Intersection Begins at 07:00 AM																			
07:00 AM	0	1	2	0	1	4	0	32	4	2	0	38	0	2	1	15	0	18	0
07:15 AM	0	4	1	1	1	7	0	41	11	2	0	54	0	3	0	23	0	26	0
07:30 AM	0	7	0	2	0	9	0	34	12	3	0	39	0	1	1	19	0	21	0
07:45 AM	0	2	3	1	0	6	0	17	9	4	0	30	0	3	1	14	0	18	0
Total Volume	0	14	6	4	2	26	0	114	36	11	0	161	0	9	3	71	0	83	0
% App. Total	0	53.8	23.1	15.4	7.7	77.2	0	70.8	22.4	6.8	0	74.5	0	10.8	3.6	85.5	0	79.8	0
PHF	.000	.500	.500	.500	.500	.722	.000	.695	.750	.688	.000	.745	.000	.750	.750	.772	.000	.798	.000
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																			
Peak Hour for Entire Intersection Begins at 12:00 PM																			
12:00 PM	0	15	6	2	0	23	0	42	12	5	0	59	0	4	3	20	0	27	0
12:15 PM	0	12	7	5	0	24	0	29	11	8	0	48	0	5	2	29	0	36	0
12:30 PM	0	8	4	3	0	15	0	27	11	5	2	45	0	2	2	24	0	28	0
12:45 PM	0	12	3	6	2	23	0	38	20	4	0	62	0	3	3	30	0	36	0
Total Volume	0	47	20	16	2	85	0	136	54	22	2	214	0	14	10	103	0	127	0
% App. Total	0	55.3	23.5	18.8	2.4	88.5	0	63.6	25.2	10.3	0.9	86.3	0	11	7.9	81.1	0	100	0
PHF	.000	.783	.714	.667	.250	.885	.000	.810	.675	.688	.250	.863	.000	.700	.833	.858	.000	.882	.000
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1																			
Peak Hour for Entire Intersection Begins at 04:45 PM																			
04:45 PM	0	17	3	6	1	27	1	36	31	10	0	78	0	1	1	35	0	37	0
05:00 PM	0	14	7	8	1	30	0	48	25	8	0	81	0	4	3	29	0	36	0
05:15 PM	0	17	9	8	1	35	2	34	31	14	0	81	0	4	2	27	0	33	0
05:30 PM	0	14	1	11	13	39	3	45	42	5	0	95	0	7	3	35	0	45	0
Total Volume	0	62	20	33	16	131	6	163	129	37	0	335	0	16	9	126	0	151	0
% App. Total	0	47.3	15.3	25.2	12.2	87.2	1.8	48.7	38.5	11	0	88.2	0	10.6	6	83.4	0	100	0
PHF	.000	.912	.556	.750	.308	.840	.500	.849	.768	.661	.000	.882	.000	.571	.750	.900	.000	.839	.000

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting IPO No. 21C for Final Design Services from Kimley-Horn & Associates, Inc. for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard

Meeting Date: August 28, 2017
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Steve W. Dodge, Asst. City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

New FTE requested – N/A

X Other: Pavement Management Fund,
Special Assessments, Utility Funds, DEED
Grant, MN State Reconstruction Bonds,
State Aid Funds, Street Reconstruction
Bonds

PURPOSE/ACTION REQUESTED

Consider resolution accepting IPO No. 21C for final design services from Kimley-Horn & Associates, Inc. for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard.

SUMMARY

On May 12, 2014, City Council approved a resolution awarding a contract to Kimley-Horn & Associates, Inc. accepting proposal IPO No. 21 for preparation of the feasibility report and other engineering services for Broderick Boulevard and Reconstruction project. On November 23, 2015, the City Council approved additional engineering services due to the complexity of the project design, funding/assessments, and communications with the neighborhood.

On June 12, 2017, City Council approved a resolution accepting IPO No. 21B to finalize the Feasibility Report and perform preliminary design services.

IPO No. 21C, in the amount of \$192,200, is for final design, easement acquisition and bidding services.

I recommend that the Council adopt the resolution accepting proposal IPO No. 21C for final design services in the amount of \$192,200 for City Project No. 2015-09D – Broderick Boulevard Reconstruction.

TJK/kf

Attachments: Resolution
Kimley-Horn & Associates, Inc. IPO 21C

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

**CONSIDER RESOLUTION ACCEPTING IPO NO. 21C FOR FINAL DESIGN SERVICES FOR CITY
PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION FROM 80TH STREET
TO CONCORD BOULEVARD**

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Program, Broderick Boulevard has been identified for reconstruction; and

WHEREAS, on May 12, 2014, City Council approved a resolution awarding IPO No. 21 for preparation of the feasibility report and other engineering services for City Project No. 2015-09D – Broderick Boulevard Reconstruction; and

WHEREAS, on November 23, 2015, the Council approved IPO No. 21A and on June 12, 2017, the Council approved IPO No. 21B, to finalize the feasibility study and complete preliminary design for the project.

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

1. IPO No. 21C, in the amount of \$192,200 is hereby accepted for final design, easement acquisition and bidding services related to City Project No. 2015-09D – Broderick Boulevard Reconstruction.
2. Funding shall come from the Pavement Management Fund, special assessments, utility funds, DEED Grant, MN State Reconstruction Bonds, State Aid Funds, street reconstruction bonds.

Adopted by the City Council of Inver Grove Heights, Minnesota this 28th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

INDIVIDUAL PROJECT ORDER NUMBER 21C

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: Broderick Boulevard Reconstruction
City Project 2015-09D

General Category of Services: Final Design Services
Bidding Phase Services
Easement Coordination

Specific Scope of Basic Services: Final design and bidding phase services for the Broderick Boulevard Reconstruction project. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Final Design Plans
Project Manual/Specifications
Easement Coordination

Method of Compensation To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: *Sr. Vice President* _____

DATE: _____

DATE: *8/14/17* _____

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 21C

BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

This IPO includes final design and bidding phase services for City Project 2015-09D, Broderick Boulevard Reconstruction. The Scope of Work detailed below assumes the project will consist of the reconstruction of approximately 8,000 feet of Broderick Boulevard from 80th Street East to Concord Boulevard.

1. PROJECT MANAGEMENT/PUBLIC INVOLVEMENT/MEETINGS

A. Project Management

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budgets, staff roles, and responsibilities for the project. We will communicate project updates directly with the City's project manager.

B. Public Agency Coordination

We understand the proposed improvements will need to be coordinated with MnDOT and Dakota County. The proposed improvements at the 80th Street and Concord Boulevard intersections will need to be coordinated with the MnDOT and Dakota County traffic and ADA groups. Kimley-Horn will conduct up to two (2) coordination meetings and/or conference calls to coordinate the proposed design with the applicable design groups at MnDOT and Dakota County. The 95% submittal will also be provided to these agencies for review.

C. Design Team Meetings

We have assumed we will prepare for and conduct up to three (3) meetings with City staff through the plan development process. We have assumed that the following meetings will be necessary:

- 95% plan review meeting
- Project specifications/special provisions meeting
- Final redlines review meeting

2. FINAL DESIGN SERVICES

A. Preparation of Construction Plans

We will prepare final construction plans that include plan and profile information for the roadway, trail, utility and storm water improvements. We have assumed that a trail will be proposed along one side of Broderick Boulevard from College Trail to 80th Street East. We have assumed a sidewalk will be proposed along one side of Broderick Boulevard

between Brooks Boulevard and Concord Boulevard. We have assumed that pedestrian signal improvements will be implemented at the Broderick Boulevard and 80th Street East and Concord Boulevard intersections. We have assumed a small stormwater treatment basin will be needed to treat the additional impervious surfaces on the project. The plans will be prepared consistent with State Aid standards and include the following plan sheets:

- Cover Sheet
- Statement of Estimated Quantities
- Typical Sections and Details
- Standard Plan Sheets
- Alignment Plan and Tabulation
- Staging/Traffic Control
- Removals and Erosion Control
- Street and Storm Sewer Plan/Profile
- Storm Sewer Laterals
- Pond Grading Plans
- Intersection Details
- Utility Repair Plans
- Retaining Wall Plan and Profile/Details
- Signal Modification Plan and Details
- Signing and Striping Plan
- Cross Sections (50' intervals and all driveways)

Comments received at 60% during the preliminary design phase will be included in a 95% submittal of all plans and specifications to City staff for final review. We will submit to State Aid for review at 95% and 100% completion levels. We will provide the City with one full-size set and a PDF of the plans for each submittal.

B. Additional Geotechnical Investigation

Two additional borings and global stability analysis are needed for the design of the proposed retaining wall near 80th Street East. A Kimley-Horn sub-consultant, American Engineering Testing, will obtain the additional soil boring and prepare the global stability analysis. An additional boring and groundwater piezometer readings are also needed in the location of the potential stormwater basin.

C. Trunk Storm Sewer Televising

The proposed improvements include the protection of the existing trunk storm sewer. A Kimley-Horn sub-consultant will televise the trunk storm sewer and provide video and reports to City staff for review. We will review the televising reports and provide recommendations to City staff for potential replacement of trunk storm sewer.

D. Stormwater Management

We will prepare a proposed conditions model for the anticipated stormwater treatment basin. We have assumed the proposed improvements for the project will include a single stormwater treatment basin. We have assumed that storm sewer improvements will be limited to what is necessary to meet spread requirements.

E. Detailed Bid Items and Quantities

Upon completion of the final plans, we will provide the City detailed quantities and bid items for all the improvements proposed as part of this project. This will include the preparation of an engineer's opinion of probable cost.

F. Final Construction Specifications and Project Manual

We will provide the City with a project manual containing the specifications for the project. The format will be consistent with previous City reconstruction projects and follow the guidelines of State Aid.

G. Permitting and MnDOT Approval Assistance

We will prepare and submit permit applications for the project. We anticipate that this will include a MPCA National Pollutant Discharge Elimination System (NPDES) permit and Dakota County right-of-way permit. We will also prepare a SWPPP as required for the project. We have assumed that the contractor will pay the permit fee for the NPDES permit. The fee for the Dakota County permit is included in this IPO.

We will submit and coordinate the construction plans through MnDOT State Aid and/or Central Office review as necessary. We have assumed two (2) rounds of MnDOT comments may be necessary as part of the review.

H. Private Utility Coordination

We will utilize the survey of underground utilities to understand the potential private utility conflicts for the project. We will conduct one (1) meeting with private utility companies around the 95% submittal.

3. EASEMENT ACQUISITION COORDINATION

Kimley-Horn will be responsible for easement coordination. We have assumed this task will require coordination with up to nine (9) property owners, City staff, and the City Attorney as well as preparation of up to nine (9) exhibits and legal descriptions by a Kimley-Horn sub-consultant. This task also includes two (2) meetings and/or conference calls with each property owner. We will lead the negotiations with impacted property owners and coordinate with City staff on the drafting of agreements. We have assumed the City attorney will draft the easement agreements and the City will perform necessary appraisals under a separate contract. We have assumed up to twenty (20) hours of coordination may be necessary for each property owner.

4. BIDDING ASSISTANCE

We will produce a PDF version of the plans and specifications to be uploaded to QuestCDN. We will reproduce up to four (4) sets of plans and specifications for City staff use and maintain up to two (2) sets of plans and specifications in house for review by contractors during bidding. We will respond to contractor questions related to the project plans and specifications and prepare any necessary addenda.

We will attend the bid opening and prepare a bid tabulation and bid summary letter to be included in the Council memo. We will work with City staff to update project budgets and assessment rolls following the bid opening.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 21C

BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
1 Project Management/Public Involvement/Meetings	\$ 20,000
2 Final Design Services	\$ 120,000
3 Easement Acquisition Coordination	\$ 35,000
4 Bidding Assistance	\$ 7,500
Subtotal	\$ 182,500
<u>Reimbursable Expenses</u>	<u>\$ 9,700</u>
Total	\$ 192,200

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$192,200 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 21C

BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2015-09D

The following is a summary of the proposed schedule for the project:

Council Receives Feasibility Report	August 28, 2017
Calls Public Improvement Hearing	
Preliminary Design Plans Complete	August 31, 2017
Public Improvement Hearing	September 25, 2017
Council Orders Project	
95% Design Plans Complete	November 3, 2017
Council Approve Plans and Specs	November 13, 2017
Authorize Ad for Bid	
Bid Opening	December 12, 2017
Council Receives Bids	January 8, 2018
Calls Assessment Hearing	
Assessment Hearing	February 12, 2018
Award Contract	March 12, 2018
Construction Start	May 2018
Construction Complete	October 2018

** This schedule is based on a standard State Aid review and approval process. If MnDOT Central Office review is required the bid opening could be delayed 30-60 days to obtain approvals.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 11 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

Meeting Date: August 28, 2017
 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

TX

SAX SB

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 11 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge.

SUMMARY

The improvements were ordered as part of the 2015 Capital Improvement Program. The contract was awarded in the amount of \$6,402,333.35 to EJM Pipe Services on April 11, 2016.

Pay Voucher No. 11 is for work that occurred through the end of July for the installation of the trunk sanitary sewer and water main.

I recommend approval of Pay Voucher No. 11 in the amount of \$ 420,215.03 for work on the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

TJK/me

Attachments: Pay Voucher No. 11

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

ESTIMATE NO: 11 (Eleven)

DATE: August 28, 2017

PERIOD ENDING: July 31, 2017

PROJECT NO: 2015-13 NWA Trunk Utility Improvements, Argenta District
2015-16 Trunk Utilities, Argenta Trail to Blackstone Ridge

TO: EJM Pipe Services
7807 Lake Drive
Lino Lakes, MN 55014

Original Contract Amount	\$6,402,333.35
Total Addition (Change Orders No. 1,2,3 and 4).....	\$264,024.68
Total Deduction	\$0.00
Total Contract Amount.....	\$6,666,358.03
Total Value of Work to Date	\$6,441,887.37
Less Retained (2%).....	\$128,837.75
Less Previous Payment.....	\$5,892,834.59
Total Approved for Payment this Voucher	\$420,215.03
Total Payments including this Voucher	\$6,313,049.62

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through July 31, 2017.

Signed by:  August 28, 2017
Thomas J. Kaldunski, City Engineer

Signed by: _____
EJM Pipe Services Date

Signed by: _____
George Tourville, Mayor August 28, 2017

Partial Pay Estimate No.:

2015-13 NWA TRUNK UTILITY IMPROVEMENTS, ARGENTA DISTRICT
2015-16 TUNK UTILITIES, ARGENTA TRAIL TO BLACKSTONE RIDGE
CITY OF INVER GROVE HEIGHTS, MINNESOTA

11

Work Completed Through July 31, 2017

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
SCHEDULE 1								
1	2021.5 MOBILIZATION	\$250,000.00	0.5 LUMP SUM	\$125,000.00	0.5 LUMP SUM	\$125,000.00	0.50 LUMP SUM	\$125,000.00
2	2101.5 CLEARING	\$4,250.00	0.41 ACRE	\$1,742.50	0.41 ACRE	\$1,742.50	0.41 ACRE	\$1,742.50
3	2101.5 CLEARING	\$215.00	20 TREE	\$4,300.00	25 TREE	\$5,375.00	25.00 TREE	\$5,375.00
4	2101.51 GRUBBING	\$4,250.00	0.41 ACRE	\$1,742.50	0.41 ACRE	\$1,742.50	0.41 ACRE	\$1,742.50
5	2101.51 GRUBBING	\$215.00	20 TREE	\$4,300.00	15 TREE	\$3,225.00	15.00 TREE	\$3,225.00
6	2103.5 CORN CRIB REMOVAL	\$1,575.00	1 LUMP SUM	\$1,575.00	1 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
7	2104.5 REMOVE METAL CULVERT	\$14.00	26 LIN FT	\$364.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
8	2105.52 COMMON BORROW (LV)	\$8.00	3500 CY	\$28,000.00	3500 CY	\$28,000.00	3,500.00 CY	\$28,000.00
9	2105.6 CONSTRUCT TEMPORARY ACCESS ROAD	\$5,000.00	1 EACH	\$5,000.00	1 EACH	\$5,000.00	1.00 EACH	\$5,000.00
10	2105.6 OBSTRUCTION REMOVAL	\$4,500.00	8 EACH	\$36,000.00	3 EACH	\$13,500.00	3.00 EACH	\$13,500.00
11	2118.5 AGGREGATE SURFACING CLASS 2	\$22.00	210 TON	\$4,620.00	70.07 TON	\$1,541.54	285.86 TON	\$6,288.92
12	2123.61 STREET SWEEPER (WITH PICKUP BROOM)	\$168.00	5 HOUR	\$840.00	3 HOUR	\$504.00	3.00 HOUR	\$504.00
13	2130.6 WATER USAGE ALLOWANCE	\$5,000.00	0.5 LUMP SUM	\$2,500.00	LUMP SUM	\$0.00	0.12 LUMP SUM	\$577.36
14	2451.61 GRANULAR BACKFILL	\$0.01	1500 TON	\$15.00	TON	\$0.00	0.00 TON	\$0.00
15	2451.61 AGGREGATE FOUNDATION	\$0.01	690 TON	\$6.90	TON	\$0.00	0.00 TON	\$0.00
16	2476.6 WASTE COLLECTION AND DISPOSAL ALLOWANCE	\$10,000.00	0.5 LS	\$5,000.00	LS	\$0.00	0.00 LS	\$0.00
17	2501.51 15" RC PIPE CULVERT CLASS V	\$40.00	50 LIN FT	\$2,000.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
18	2501.52 15" RC PIPE APRON	\$887.00	2 EACH	\$1,774.00	EACH	\$0.00	0.00 EACH	\$0.00
19	2503.6 BORING PIT (SANITARY)	\$225,000.00	3 EACH	\$675,000.00	3 EACH	\$675,000.00	3.00 EACH	\$675,000.00
20	2503.6 BORING PIT (WATERMAIN)	\$3,500.00	2 EACH	\$7,000.00	2 EACH	\$7,000.00	2.00 EACH	\$7,000.00
21	2503.618" DIP CL 52 PIPE SEWER (SANITARY)	\$312.00	40 LIN FT	\$12,480.00	104 LIN FT	\$32,448.00	104.00 LIN FT	\$32,448.00
22	2503.618" DIP CL 52 PIPE SEWER (WATERMAIN)	\$47.00	40 LIN FT	\$1,880.00	40 LIN FT	\$1,880.00	40.00 LIN FT	\$1,880.00
23	2503.612" DIP CL 56 PIPE SEWER (SANITARY)	\$63.00	175 LIN FT	\$11,025.00	125 LIN FT	\$7,875.00	175.00 LIN FT	\$11,025.00
24	2503.612" DIP CL 52 PIPE SEWER (40"-50")	\$462.00	458 LIN FT	\$211,596.00	458 LIN FT	\$211,596.00	458.00 LIN FT	\$211,596.00
25	2503.612" DIP CL 52 PIPE SEWER (50"-60")	\$617.00	132 LIN FT	\$81,444.00	92 LIN FT	\$56,764.00	92.00 LIN FT	\$56,764.00
26	2503.612" DIP CL 52 PIPE SEWER (60"-70")	\$780.00	394 LIN FT	\$307,320.00	394 LIN FT	\$307,320.00	394.00 LIN FT	\$307,320.00
27	2503.612" PVC SDR 26 PIPE SEWER (THROUGH CASING)	\$12.00	1138 LIN FT	\$13,656.00	806 LIN FT	\$9,672.00	966.00 LIN FT	\$11,632.00
28	2503.6 CONNECT TO EXISTING SANITARY SEWER	\$11,340.00	1 EACH	\$11,340.00	1 EACH	\$11,340.00	1.00 EACH	\$11,340.00
29	2503.6 CASING PIPE (TRENCHLESS)(SANITARY)	\$850.00	1138 LIN FT	\$973,700.00	1046 LIN FT	\$879,900.00	1,138.00 LIN FT	\$973,700.00
30	2503.6 CONSTRUCT 8" OUTSIDE DROP	\$180.00	72 LIN FT	\$12,960.00	49.98 LIN FT	\$8,996.40	49.98 LIN FT	\$8,996.40
31	2503.6 CONSTRUCT 8" OUTSIDE DROP SPECIAL	\$184.00	140 LIN FT	\$25,760.00	120 LIN FT	\$22,080.00	140.00 LIN FT	\$25,760.00
32	2504.6 IRRIGATION SERVICE	\$1,785.00	1 LUMP SUM	\$1,785.00	1 LUMP SUM	\$1,785.00	1.00 LUMP SUM	\$1,785.00
33	2504.6 CONNECT TO EXISTING WATER MAIN	\$630.00	1 EACH	\$630.00	2 EACH	\$1,260.00	2.00 EACH	\$1,260.00
34	2504.6 HYDRANT	\$3,759.00	5 EACH	\$18,795.00	4 EACH	\$15,036.00	4.00 EACH	\$15,036.00
35	2504.6 FROST FREE HYDRANT	\$1,050.00	1 EACH	\$1,050.00	1 EACH	\$1,050.00	1.00 EACH	\$1,050.00
36	2504.61" CORPORATION STOP	\$142.00	1 EACH	\$142.00	1 EACH	\$142.00	2.00 EACH	\$284.00
37	2504.616" GATE VALVE & BOX	\$1,234.00	5 EACH	\$6,170.00	4 EACH	\$4,936.00	4.00 EACH	\$4,936.00
38	2504.616" BUTTERFLY GATE VALVE	\$2,546.00	6 EACH	\$15,276.00	6 EACH	\$15,276.00	6.00 EACH	\$15,276.00
39	2504.61" CURB STOP & BOX	\$236.00	1 EACH	\$236.00	1 EACH	\$236.00	2.00 EACH	\$472.00
40	2504.61" TYPE K COPPER PIPE	\$20.00	40 LIN FT	\$800.00	61 LIN FT	\$1,220.00	40.00 LIN FT	\$800.00
41	2504.61" TYPE PE PIPE	\$17.00	330 LIN FT	\$5,610.00	330 LIN FT	\$5,610.00	330.00 LIN FT	\$5,610.00
42	2504.616" WATERMAIN DUCTILE IRON CL 52	\$35.00	70 LIN FT	\$2,450.00	40 LIN FT	\$1,400.00	40.00 LIN FT	\$1,400.00
43	2504.616" WATERMAIN DUCTILE IRON CL 52	\$67.00	2141 LIN FT	\$143,447.00	2176 LIN FT	\$145,792.00	2,196.00 LIN FT	\$147,132.00
44	2504.616" DIP WATERMAIN (THROUGH CASING)	\$67.00	252 LIN FT	\$16,884.00	252 LIN FT	\$16,884.00	252.00 LIN FT	\$16,884.00
45	2504.6 CASING PIPE (TRENCHLESS)(WATERMAIN)	\$330.00	252 LIN FT	\$83,160.00	252 LIN FT	\$83,160.00	252.00 LIN FT	\$83,160.00
46	2504.6 BUTTERFLY VALVE MANHOLE	\$758.00	52 LIN FT	\$39,416.00	58.35 LIN FT	\$44,229.30	58.35 LIN FT	\$44,229.30
47	2504.64" POLYSTYRENE INSULATION	\$40.00	300 SY	\$12,000.00	304 SY	\$12,160.00	304.00 SY	\$12,160.00
48	2504.61 DUCTILE IRON FITTINGS	\$2.10	6500 POUND	\$13,650.00	5150 POUND	\$10,815.00	5,285.00 POUND	\$11,098.50
49	2506.548" DIAMETER SANITARY MANHOLE	\$136.00	130 LIN FT	\$17,680.00	130 LIN FT	\$17,680.00	130.00 LIN FT	\$17,680.00
50	2506.5 SANITARY MANHOLE SPECIAL	\$274.00	221 LIN FT	\$60,554.00	148.52 LIN FT	\$40,894.48	221.00 LIN FT	\$60,554.00
51	2506.52 CASTING ASSEMBLY (SANITARY)	\$503.00	6 EACH	\$3,018.00	6 EACH	\$3,018.00	6.00 EACH	\$3,018.00
52	2506.6 EXTERNAL CHIMNEY SEAL	\$257.00	6 EACH	\$1,542.00	2 EACH	\$514.00	6.00 EACH	\$1,542.00
53	2533.51 PORTABLE PRECAST CONC BARRIER DES 8337	\$17.00	325 LIN FT	\$5,525.00	60 LIN FT	\$1,020.00	60.00 LIN FT	\$1,020.00
54	2533.51 RELOCATE PORT PRECAST CONC BAR DES 8337	\$6.30	325 LIN FT	\$2,047.50	LIN FT	\$0.00	0.00 LIN FT	\$0.00
55	2550.6 MARKING POST	\$74.00	17 EACH	\$1,258.00	EACH	\$0.00	0.00 EACH	\$0.00
56	2557.6 CONSTRUCTION FENCE	\$4.20	1425 LIN FT	\$5,985.00	400 LIN FT	\$1,680.00	400.00 LIN FT	\$1,680.00
57	2563.6 TRAFFIC CONTROL	\$25,000.00	1 LUMP SUM	\$25,000.00	0.4 LUMP SUM	\$10,000.00	1.00 LUMP SUM	\$25,000.00
58	2573.5 SILT FENCE, TYPE MS	\$2.10	4300 LIN FT	\$9,030.00	2901 LIN FT	\$6,092.10	2,901.00 LIN FT	\$6,092.10
59	2573.6 ROCK CONSTRUCTION ENTRANCE	\$1,050.00	4 EACH	\$4,200.00	2 EACH	\$2,100.00	2.00 EACH	\$2,100.00
60	2573.9 STORM WATER MANAGEMENT ALLOWANCE	\$10,000.00	0.5 LUMP SUM	\$5,000.00	LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
61	2575.52 EROSION CONTROL BLANKET CATEGORY 3	\$2.10	250 SY	\$525.00	SY	\$0.00	2,340.00 SY	\$4,914.00
62	2575.54 HYDRAULIC BONDED FIBER MATRIX	\$4,305.00	2.75 ACRE	\$11,838.75	ACRE	\$0.00	0.51 ACRE	\$2,195.55
63	2575.57 RAPID STABILIZATION METHOD 3 (MIX 25-142)	\$3,256.00	3.5 ACRE	\$11,396.00	ACRE	\$0.00	7.15 ACRE	\$23,280.40
TOTAL SCHEDULE 1				\$2,862,431.15				\$2,863,655.53

Partial Pay Estimate No.:

2015-13 NWA TRUNK UTILITY IMPROVEMENTS, ARGENTA DISTRICT
2015-16 TUNK UTILITIES, ARGENTA TRAIL TO BLACKSTONE RIDGE
CITY OF INVER GROVE HEIGHTS, MINNESOTA

11

Work Completed Through July 31, 2017

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
SCHEDULE 2								
1	2021.5 MOBILIZATION	\$250,000.00	0.5 LUMP SUM	\$125,000.00	0.5 LUMP SUM	\$125,000.00	0.50 LUMP SUM	\$125,000.00
2	2101.5 CLEARING	\$3,255.00	2.07 ACRE	\$6,737.85	2.07 ACRE	\$6,737.85	2.07 ACRE	\$6,737.85
3	2101.51 GRUBBING	\$3,255.00	2.07 ACRE	\$6,737.85	2.07 ACRE	\$6,737.85	2.07 ACRE	\$6,737.85
4	2105.6 OBSTRUCTION REMOVAL	\$4,500.00	14 EACH	\$63,000.00	22 EACH	\$99,000.00	26.00 EACH	\$117,000.00
5	2118.5 AGGREGATE SURFACING CLASS 2	\$22.00	100 TON	\$2,200.00	TON	\$0.00	0.00 TON	\$0.00
6	2130.6 WATER USAGE ALLOWANCE	\$5,000.00	0.5 LUMP SUM	\$2,500.00	LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
7	2451.61 GRANULAR BACKFILL	\$9.01	500 TON	\$5,000.00	TON	\$0.00	0.00 TON	\$0.00
8	2476.6 WASTE COLLECTION AND DISPOSAL ALLOWANCE	\$10,000.00	0.5 LS	\$5,000.00	LS	\$0.00	0.00 LS	\$0.00
9	2503.6 BORE PIT (SANITARY)	\$70.00	7 EACH	\$1,505,000.00	5.25 EACH	\$1,128,750.00	7.00 EACH	\$1,505,000.00
10	2503.6 8" DIP CL 52 PIPE SEWER (SANITARY)	\$59.00	300 LIN FT	\$17,700.00	300 LIN FT	\$17,700.00	300.00 LIN FT	\$17,700.00
11	2503.6 12" DIP CL 56 PIPE SEWER (SANITARY)	\$15.00	1027 LIN FT	\$15,405.00	1008 LIN FT	\$21,168.00	902.00 LIN FT	\$13,530.00
12	2503.6 10" PVC SDR 26 PIPE SEWER (THROUGH CASING)	\$15.00	1027 LIN FT	\$15,405.00	1008 LIN FT	\$21,168.00	902.00 LIN FT	\$13,530.00
13	2503.6 12" PVC SDR 26 PIPE SEWER (THROUGH CASING)	\$21.00	1438 LIN FT	\$30,198.00	1294 LIN FT	\$841,100.00	2,205.00 LIN FT	\$1,433,250.00
14	2503.6 CASING PIPE (TRENCHLESS)(SANITARY)	\$850.00	2465 LIN FT	\$1,602,250.00	1294 LIN FT	\$841,100.00	2,205.00 LIN FT	\$1,433,250.00
15	2503.6 CASING PIPE (TRENCHLESS)(SANITARY)	\$202.00	28 LIN FT	\$5,656.00	28 LIN FT	\$5,656.00	28.00 LIN FT	\$5,656.00
16	2503.6 CONSTRUCT 8" OUTSIDE DROP SPECIAL	\$177.00	60 LIN FT	\$10,620.00	60 LIN FT	\$10,620.00	60.00 LIN FT	\$10,620.00
17	2506.5 SANITARY MANHOLE SPECIAL	\$314.00	282 LIN FT	\$88,548.00	55.96 LIN FT	\$17,571.44	282.24 LIN FT	\$88,623.36
18	2506.52 CASTING ASSEMBLY (SANITARY)	\$503.00	6 EACH	\$3,018.00	6 EACH	\$3,018.00	6.00 EACH	\$3,018.00
19	2506.6 EXTERNAL CHIMNEY SEAL	\$152.00	6 EACH	\$912.00	EACH	\$0.00	6.00 EACH	\$912.00
20	2550.6 MARKING POST	\$74.00	6 EACH	\$444.00	EACH	\$0.00	6.00 EACH	\$444.00
21	2557.6 CONSTRUCTION FENCE	\$4.20	100 LIN FT	\$420.00	100 LIN FT	\$420.00	100.00 LIN FT	\$420.00
22	2573.5 SILT FENCE, TYPE MS	\$2.10	7975 LIN FT	\$16,747.50	4211 LIN FT	\$8,843.10	4,211.00 LIN FT	\$8,843.10
23	2573.6 ROCK CONSTRUCTION ENTRANCE	\$2.10	2 EACH	\$2,100.00	EACH	\$0.00	0.00 EACH	\$0.00
24	2573.9 STORM WATER MANAGEMENT ALLOWANCE	\$1,050.00	0.5 LUMP SUM	\$5,000.00	LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
25	2575.52 EROSION CONTROL BLANKET CATEGORY 3	\$2.10	250 SY	\$525.00	SY	\$0.00	0.00 SY	\$0.00
26	2575.57 RAPID STABILIZATION METHOD 3 (MIX 25-142)	\$3,254.00	7 ACRE	\$22,778.00	ACRE	\$0.00	1.00 ACRE	\$3,254.00
TOTAL SCHEDULE 2				\$3,539,902.20				\$3,374,207.16
TOTAL AMOUNT:				\$6,402,333.35		\$4,955,404.06		\$6,177,862.69

Contract Cost to Date		Estimated Cost	
Schedule 1	\$2,862,431.15	Schedule 1	\$2,862,431.15
Schedule 2	\$3,539,902.20	Schedule 2	\$3,539,902.20
Original Contract Amount		\$6,402,333.35	
C.O. #1		\$9,989.29	
C.O. #2		\$34,705.98	
C.O. #3		\$19,329.41	
C.O. #4		\$200,000.00	
Revised Contract Amount		\$5,686,358.03	
Contract Work Completed to Date		\$6,441,887.37	
Retainage (2%)		\$128,837.75	
Previous Payments		\$5,892,834.59	
Amount Due This Payment 11		\$420,215.03	
Total payments		\$6,313,049.62	

12

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 3 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop

Meeting Date: August 28, 2017

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: 511 NWA Water Fund |

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 3 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop.

SUMMARY

The improvements were ordered as part of the 2017 Capital Improvement Program. The contract was awarded in the amount of \$1,362,495.50 to G.F. Jedlicki on March 27, 2017.

Pay Voucher No. 3 is for work that occurred through the end of July and includes the Inver Grove Heights-Eagan watermain interconnect along with the directional drilling and boring of the water main along TH 3.

I recommend approval of Pay Voucher No. 3, in the amount of \$ 317,336.20 for work on the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Trunk Utility Improvements, 65th Street Loop.

TJK/me

Attachments: Pay Voucher No. 3

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

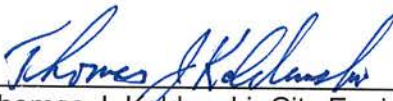
ESTIMATE NO: 3 (Three)
DATE: August 28, 2017
PERIOD ENDING: July 31, 2017
PROJECT NO: 2017-02 NWA Trunk Utility Improvements, 65th Street Loop

TO: G.F. Jedlicki, Inc.
2471 Galpin Court
Suite #110
Chanhassen, MN 55317

Original Contract Amount	\$1,362,495.50
Total Addition	\$173,518.00
Total Deduction	\$0.00
Total Contract Amount.....	\$1,536,013.50
Total Value of Work to Date (includes stored materials).....	\$ 473,088.11
Less Retained (5%).....	\$ 23,654.41
Less Previous Payment.....	\$ 132,097.50
Total Approved for Payment this Voucher	\$ 317,336.20
Total Payments including this Voucher	\$ 449,433.70

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through July 31, 2017.

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>August 28, 2017</u> Date
Signed by:	_____ G. F. Jedlicki	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>August 28, 2017</u> Date

Partial Pay Estimate No.:

3

2017-02 NWA WATERMAIN IMPROVEMENTS - 65TH STREET LOOP
CITY OF INVER GROVE HEIGHTS, MINNESOTA
BMI PROJECT NO. T18.108658

WORK COMPLETED THROUGH JULY 31, 2017

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
SCHEDULE 1								
1	2021.501 MOBILIZATION	\$50,000.00	0.8 LUMP SUM	\$40,000.00	0.50 LUMP SUM	\$25,000.00	0.50 LUMP SUM	\$25,000.00
2	2101.501 CLEARING	\$5,500.00	2.3 ACRE	\$12,650.00	1.58 ACRE	\$8,690.00	1.58 ACRE	\$8,690.00
3	2101.502 CLEARING	\$1110.00	26 TREE	\$2,860.00	12.00 TREE	\$1,320.00	12.00 TREE	\$1,320.00
4	2101.506 GRUBBING	\$5,500.00	2.3 ACRE	\$12,650.00	1.58 ACRE	\$8,690.00	1.58 ACRE	\$8,690.00
5	2101.507 GRUBBING	\$1110.00	26 TREE	\$2,860.00	12.00 TREE	\$1,320.00	12.00 TREE	\$1,320.00
6	2104.521 SALVAGE FENCE	\$10.00	260 LIN FT	\$2,600.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
7	2104.601 SALVAGE MISCELLANEOUS ITEMS ALLOWANCE	\$10,000.00	0.8 LUMP SUM	\$8,000.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
8	2105.511 CHANNEL AND POND EXCAVATION (P)	\$35.00	168 CU YD	\$5,880.00	0.00 CU YD	\$0.00	0.00 CU YD	\$0.00
9	2105.601 CONSTRUCT TEMPORARY ACCESS ROAD	\$23,500.00	1 EACH	\$23,500.00	0.00 EACH	\$0.00	0.50 EACH	\$11,750.00
10	2105.602 OBSTRUCTION REMOVAL	\$2,200.00	3 EACH	\$6,600.00	0.00 EACH	\$0.00	1.00 EACH	\$2,200.00
11	2118.501 AGGREGATE SURFACING CLASS 5	\$27.00	200 TON	\$5,400.00	0.00 TON	\$0.00	131.47 TON	\$3,549.69
12	2123.610 STREET SWEEPER (WITH PICKUP BROOM)	\$45.00	15 HOUR	\$675.00	3.00 HOUR	\$135.00	5.00 HOUR	\$225.00
13	2130.601 WATER USAGE ALLOWANCE	\$5,000.00	0.8 LUMP SUM	\$4,000.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
14	2451.609 GRANULAR BACKFILL	\$20.00	400 TON	\$8,000.00	0.00 TON	\$0.00	0.00 TON	\$0.00
15	2451.609 AGGREGATE FOUNDATION	\$52.00	100 TON	\$5,200.00	0.00 TON	\$0.00	43.06 TON	\$2,239.12
16	2476.601 WASTE COLLECTION AND DISPOSAL ALLOWANCE	\$10,000.00	0.8 LUMP SUM	\$8,000.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
17	2501.511 15" CS PIPE CULVERT	\$30.00	30 LIN FT	\$900.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
18	2501.511 18" CS PIPE CULVERT	\$34.00	20 LIN FT	\$680.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
19	2501.515 15" CS PIPE APRON	\$250.00	2 EACH	\$500.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
20	2501.515 18" CS PIPE APRON	\$350.00	2 EACH	\$700.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
21	2503.602 BORING PIT	\$15,250.00	1 EACH	\$15,250.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
22	2504.601 FLUSH WATERMAIN	\$3,900.00	0.8 LUMP SUM	\$3,120.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
23	2504.602 CONNECT TO EXISTING WATER MAIN	\$4,800.00	1 EACH	\$4,800.00	0.00 EACH	\$0.00	1.00 EACH	\$4,800.00
24	2504.602 HYDRANT	\$5,500.00	9 EACH	\$49,500.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
25	2504.602 1" CORPORATION STOP	\$400.00	1 EACH	\$400.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
26	2504.602 6" GATE VALVE & BOX	\$2,000.00	9 EACH	\$18,000.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
27	2504.602 16" BUTTERFLY GATE VALVE	\$6,500.00	7 EACH	\$45,500.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
28	2504.602 1" CURB STOP & BOX	\$550.00	1 EACH	\$550.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
29	2504.603 1" TYPE K COPPER PIPE	\$48.00	15 LIN FT	\$720.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
30	2504.603 6" WATERMAIN DUCTILE IRON CL 52	\$39.00	77 LIN FT	\$3,003.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
31	2504.603 16" WATERMAIN DUCTILE IRON CL 52	\$115.00	903 LIN FT	\$103,845.00	0.00 LIN FT	\$0.00	23.50 LIN FT	\$2,702.50
32	2504.603 16" WATERMAIN DUCTILE IRON CL 52 (THROUGH CASING)	\$101.00	247 LIN FT	\$24,947.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
33	2504.603 16" WATERMAIN DUCTILE IRON CL 52 (TIED JOINTS)	\$175.00	30 LIN FT	\$5,250.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
34	2504.603 STEEL CASING PIPE (TRENCHLESS)	\$440.00	247 LIN FT	\$108,680.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
35	2504.603 16" I.D. WATERMAIN (TRENCHLESS)	\$151.50	3294 LIN FT	\$499,041.00	0.00 LIN FT	\$0.00	1,380.00 LIN FT	\$209,070.00
36	2504.603 BUTTERFLY VALVE MANHOLE	\$550.00	70 LIN FT	\$38,500.00	0.00 LIN FT	\$0.00	11.00 LIN FT	\$6,050.00
37	2504.603 HYDRANT EXTENSION	\$900.00	7 LIN FT	\$6,300.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
38	2504.604 4" POLYSTYRENE INSULATION	\$37.00	20 SQ YD	\$740.00	0.00 SQ YD	\$0.00	0.00 SQ YD	\$0.00
39	2504.608 DUCTILE IRON FITTINGS	\$2.00	9815 POUND	\$19,630.00	0.00 POUND	\$0.00	500.00 POUND	\$1,000.00
40	2511.502 RANDOM RIPRAP CLASS III	\$100.00	24 TON	\$2,400.00	0.00 TON	\$0.00	0.00 TON	\$0.00

3

WORK COMPLETED THROUGH JULY 31, 2017

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE				
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT			
41	2533.507	PORTABLE PRECAST CONC BARRIER DES 8337	500	LIN FT	\$7,750.00	0.00	LIN FT	\$0.00	600.00	LIN FT	\$9,300.00
42	2533.508	RELOCATE PORT PRECAST CONC BAR DES 8337	500	LIN FT	\$2,000.00	0.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
43	2540.601	LANDSCAPE ALLOWANCE	0.8	LUMP SUM	\$8,000.00	0.00	LUMP SUM	\$0.00	0.00	LUMP SUM	\$0.00
44	2550.602	MARKING POST	7	EACH	\$1,400.00	0.00	EACH	\$0.00	0.00	EACH	\$0.00
45	2557.603	INSTALL FENCE	260	LIN FT	\$4,680.00	0.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
46	2557.603	CONSTRUCTION FENCE	100	LIN FT	\$500.00	40.00	LIN FT	\$200.00	40.00	LIN FT	\$200.00
47	2563.601	TRAFFIC CONTROL	0.8	LUMP SUM	\$2,640.00	0.40	LUMP SUM	\$1,320.00	0.80	LUMP SUM	\$2,640.00
48	2573.502	SILT FENCE, TYPE MS	3357	LIN FT	\$6,714.00	2050.00	LIN FT	\$4,100.00	2,050.00	LIN FT	\$4,100.00
49	2573.602	ROCK CONSTRUCTION ENTRANCE	2	EACH	\$1,800.00	1.00	EACH	\$900.00	1.00	EACH	\$900.00
50	2573.901	STORM WATER MANAGEMENT ALLOWANCE	0.8	LUMP SUM	\$8,000.00	0.00	LUMP SUM	\$0.00	0.00	LUMP SUM	\$0.00
51	2575.523	EROSION CONTROL BLANKET CATEGORY 3N	3541	SQ YD	\$5,311.50	0.00	SQ YD	\$0.00	0.00	SQ YD	\$0.00
52	2573.530	STORM DRAIN INLET PROTECTION	6	EACH	\$1,200.00	4.00	EACH	\$800.00	6.00	EACH	\$1,200.00
53	2575.533	SEDIMENT CONTROL LOG TYPE WOOD CHIP	200	LIN FT	\$440.00	500.00	LIN FT	\$1,100.00	500.00	LIN FT	\$1,100.00
54	2575.570	RAPID STABILIZATION METHOD 3 (MIX 25-141)	3.5	ACRE	\$11,550.00	0.00	ACRE	\$0.00	0.00	ACRE	\$0.00
		SCHEDULE 1 TOTAL:			\$1,163,816.50			\$53,575.00			\$308,046.31
SCHEDULE 2											
1	2021.501	MOBILIZATION	0.2	LUMP SUM	\$10,000.00	0.20	LUMP SUM	\$10,000.00	0.20	LUMP SUM	\$10,000.00
2	2101.501	CLEARING	3	EACH	\$600.00	3.00	EACH	\$600.00	4.00	EACH	\$800.00
3	2101.506	GRUBBING	3	EACH	\$600.00	3.00	EACH	\$600.00	4.00	EACH	\$800.00
4	2104.601	SALVAGE MISCELLANEOUS ITEMS ALLOWANCE	0.2	LUMP SUM	\$2,000.00	0.00	LUMP SUM	\$0.00	0.00	LUMP SUM	\$0.00
5	2105.601	CONSTRUCT TEMPORARY ACCESS ROAD	1	EACH	\$23,000.00	0.00	EACH	\$0.00	0.00	EACH	\$0.00
6	2118.501	AGGREGATE SURFACING CLASS 5	20	TON	\$540.00	0.00	TON	\$0.00	0.00	TON	\$0.00
7	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	10	HOURL	\$450.00	0.00	HOURL	\$0.00	1.00	HOURL	\$45.00
8	2130.601	WATER USAGE ALLOWANCE	0.2	LUMP SUM	\$1,000.00	0.00	LUMP SUM	\$0.00	0.00	LUMP SUM	\$0.00
9	2451.609	GRANULAR BACKFILL	75	TON	\$1,500.00	0.00	TON	\$0.00	0.00	TON	\$0.00
10	2451.609	AGGREGATE FOUNDATION	30	TON	\$1,560.00	0.00	TON	\$0.00	23.65	TON	\$1,229.80
11	2476.601	WASTE COLLECTION AND DISPOSAL ALLOWANCE	0.2	LUMP SUM	\$2,000.00	0.00	LUMP SUM	\$0.00	0.00	LUMP SUM	\$0.00
12	2504.601	FLUSH WATERMAIN	0.2	LUMP SUM	\$780.00	0.00	LUMP SUM	\$0.00	0.20	LUMP SUM	\$780.00
13	2504.602	CONNECT TO EXISTING WATER MAIN	2	EACH	\$9,600.00	0.00	EACH	\$0.00	2.00	EACH	\$9,600.00
14	2504.602	HYDRANT	1	EACH	\$5,500.00	0.00	EACH	\$0.00	1.00	EACH	\$5,500.00
15	2504.602	1" CORPORATION STOP	1	EACH	\$400.00	0.00	EACH	\$0.00	1.00	EACH	\$400.00
16	2504.602	6" GATE VALVE & BOX	1	EACH	\$2,000.00	0.00	EACH	\$0.00	1.00	EACH	\$2,000.00
17	2504.602	12" GATE VALVE & BOX	3	EACH	\$5,200.00	0.00	EACH	\$0.00	3.00	EACH	\$15,600.00
18	2504.602	WATER METER MANHOLE	1	EACH	\$33,400.00	0.00	EACH	\$0.00	1.00	EACH	\$33,400.00
19	2504.603	6" WATERMAIN DUCTILE IRON CL 52	13	LIN FT	\$624.00	0.00	LIN FT	\$0.00	14.00	LIN FT	\$672.00
20	2504.603	12" WATERMAIN DUCTILE IRON CL 52	73	LIN FT	\$5,840.00	0.00	LIN FT	\$0.00	61.00	LIN FT	\$4,880.00
21	2504.603	12" I.D. WATERMAIN (TRENCHLESS)	711	LIN FT	\$71,100.00	0.00	LIN FT	\$0.00	720.00	LIN FT	\$72,000.00
22	2504.604	4" POLYSTYRENE INSULATION	10	SQ YD	\$370.00	0.00	EACH	\$0.00	0.00	EACH	\$0.00
23	2504.608	DUCTILE IRON FITTINGS	540	POUND	\$1,080.00	0.00	POUND	\$0.00	500.00	POUND	\$1,000.00

Partial Pay Estimate No.:

3

2017-02 NWA WATERMAIN IMPROVEMENTS - 65TH STREET LOOP
CITY OF INVER GROVE HEIGHTS, MINNESOTA
BMI PROJECT NO. T18-108658

WORK COMPLETED THROUGH JULY 31, 2017

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
24	2506.602 EXTERNAL CHIMNEY SEAL	\$300.00	1 EACH	\$300.00	0.00 EACH	\$0.00	1.00 EACH	\$300.00
25	2540.601 LANDSCAPE ALLOWANCE	\$10,000.00	0.2 LUMP SUM	\$2,000.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
26	2550.602 MARKING POST	\$200.00	4 EACH	\$800.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
27	2563.601 TRAFFIC CONTROL	\$3,300.00	0.2 LUMP SUM	\$660.00	0.20 LUMP SUM	\$660.00	0.20 LUMP SUM	\$660.00
28	2573.502 SILT FENCE, TYPE MS	\$2.20	325 LIN FT	\$715.00	325.00 LIN FT	\$715.00	425.00 LIN FT	\$935.00
29	2573.602 ROCK CONSTRUCTION ENTRANCE	\$900.00	2 EACH	\$1,800.00	1.00 EACH	\$900.00	2.00 EACH	\$1,800.00
30	2573.901 STORM WATER MANAGEMENT ALLOWANCE	\$10,000.00	0.2 LUMP SUM	\$2,000.00	0.00 LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
31	2575.523 EROSION CONTROL BLANKET CATEGORY 3N	\$2.00	100 SQ YD	\$200.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
32	2575.570 RAPID STABILIZATION METHOD 3 (MIX 25-141)	\$3,300.00	0.2 ACRE	\$660.00	0.00 ACRE	\$0.00	0.80 ACRE	\$2,640.00
	SCHEDULE 2 TOTAL:			\$198,679.00		\$13,475.00		\$165,041.80
	TOTAL AMOUNT BID (SCHEDULE 1 + SCHEDULE 2):			\$1,362,495.50		\$67,050.00		\$473,088.11

STORED MATERIALS
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED
STORED MATERIALS REMAINING

Estimated Cost	Contract Cost to Date
Schedule 1	\$1,163,816.50
Schedule 2	\$198,679.00
Original Contract Amount	\$1,362,495.50
C.O.#1	\$173,518.00
Revised Contract Amount	\$1,536,013.50
Contract Work Completed to Date	\$473,088.11
Total Stored Materials to Date	\$0.00
Deduction for Stored Materials used	\$0.00
Completed Work and Stored Materials Retainage (5%)	\$473,088.11
Previous Payments	\$23,654.41
Amount Due This Payment 3	\$132,097.50
	\$317,336.20

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving Feasibility Report, Scheduling a Public Hearing, Authorizing Preparation of Plans and Specifications and Consider a Resolution Accepting the Supplemental Letter Agreement from Short Elliott Hendrickson Inc. for Design Services for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction

Meeting Date: August 28, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SD

Fiscal/FTE Impact:

- | | |
|-------------------------------------|--|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Pavement Management Fund, Special Assessments |

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the feasibility report, scheduling a public hearing, authorizing preparation of plans and specifications and consider a resolution accepting the Supplemental Letter Agreement from Short Elliott Hendrickson Inc. for design services for City Project No. 2017-09E - 93rd Street/Abigail Court Area Reconstruction.

SUMMARY

On May 23, 2016 Council received a petition from the 93rd Street/Abigail Court neighborhood and ordered a geotechnical investigation for City Project No. 2017-09E. On June 27, 2016 Council ordered a feasibility study and an assessment analysis and other related engineering services for City Project No. 2017-09E. On July 11, 2016 Council accepted a professional services proposal from Short Elliot Hendrickson, Inc. (SEH) for City Project No. 2017-09E. SEH has completed the feasibility study (attached).

The total estimated project cost is \$1,107,520 with \$262,000.00 in estimated assessments (24% of the project costs), for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction. A funding package has been prepared in the feasibility report which includes the pavement management fund, and special assessments.

A preliminary assessment roll has been prepared per City policy with the independent appraiser's special benefit analysis with a recommended "assessment cap" of \$19,500 per parcel for street and storm water facility improvements. The calculated City policy assessment amount is \$25,294.42 per single-family parcel for street reconstruction and \$14,705.86 per parcel for storm water facility improvements for a total per-policy assessment of \$40,000.28. The recommended preliminary assessment is the lower amount between the per-policy amount and special benefit analysis recommendation.

The parcel (203295001131), Map No. 13 would receive an additional storm assessment of \$8,500.00 because it is twice the size of the other lots (Map Nos. 1 through 12). A deferment of a portion of the assessment is proposed due to unique circumstances with the property access.

Resident input was achieved by a questionnaire and incorporated into the feasibility report. Staff also held a neighborhood meeting with affected property owners on June 7, 2017 to present the feasibility report recommendations, the proposed preliminary assessments, and receive feedback prior to the improvement hearing. Six residents attended the June 7th meeting and a summary of their comments are listed below (*staff responses in parenthesis and italicized*):

- No one expressed an issue with the assessment amount noted to be \$18,000 - 20,000 depending on recertification this year.
- Several hoped the project would be built yet this year.
- Residents around the cul-de-sac gave input on the proposed storm improvements and shared observations of runoff issues during rain events.
(The proposed storm improvements in the cul-de-sac are anticipated to include catch basins, outlet pipe to basin RV-K-3 and an infiltration basin, the existing piping and ditches off the west end of the cul-de-sac will remain and will receive water during large events.)
- 9320 Abigail Court is planning a significant landscaping project along their property lines this year. *(Staff recommended they wait for to install the portion along Abigail ROW until after the street project next summer.)*
- 9385 Abigail Court will need to provide an easement for the infiltration basin. Property owner was open to the idea. They lost a maple tree this year due to the low area north of the cul-de-sac having standing water too often.
- Several original home owners noted varying soil conditions consistent with boring logs.
- Property owners north and west of cul-de-sac stated that the water that flows through the culvert in 93rd Street, doesn't get past the Abigail Court cul-de-sac. Water sits in low area north of cul-de-sac until it infiltrates.
- Most seemed accepting of the barrier curb.
- Staff noted that private obstructions (invisible fence, irrigation, landscaping, etc.) in ROW will need to be moved by property owner prior to construction.
- Mailboxes will be temporarily relocated as part of the project.
- Most residents had not heard about the TH 3 project prior to this open house. No one requested a sump pump basket. Four responded on questionnaire as having a sump pump, but all stated that the sump pump does not run.

I recommend passage of the resolutions: (1) receiving the feasibility report, scheduling a public hearing, and authorizing preparation of plans and specifications, and (2) accepting the Supplemental Letter Agreement from Short Elliott Hendrickson Inc. for design services for City Project No. 2016-07E – 93rd Street/Abigail Court Area Reconstruction with a budget of \$58,000 as outlined in their proposal.

SWD/kf

Attachments: Resolutions
Project Area Map
SEH Proposal
Feasibility Report

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

RESOLUTION NO. _____

**CONSIDER RESOLUTION RECEIVING FEASIBILITY REPORT, SCHEDULING A PUBLIC HEARING,
AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR CITY PROJECT NO.
2017-09E – 93RD STREET/ABIGAIL COURT AREA RECONSTRUCTION**

WHEREAS, On May 23, 2016 Council received a petition from the 93rd Street/Abigail Court neighborhood and ordered a geotechnical investigation for City Project No. 2017-09E; and

WHEREAS, on June 27, 2016 Council ordered a feasibility study and an assessment analysis and other related engineering services for City Project No. 2017-09E; and

WHEREAS, on July 11, 2016 Council accepted a professional services proposal from Short Elliot Hendrickson, Inc. (SEH) for City Project No. 2017-09E; and

WHEREAS, a feasibility report has been prepared by SEH for the Public Works Director with reference to City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction.

<u>Project No.</u>	<u>Improvements</u>
2017-09E	Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, daintile, aggregate base, bituminous pavement), milling, concrete curb and gutter removal and replacement, storm sewer, drainage improvements, water quality improvements, appurtenances and restoration on the following streets: 93rd Street East from Robert Trail South to Abigail Court, and Abigail Court from 93rd Street to its terminus.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS
THAT: Said report is hereby received by the City Council of the City of Inver Grove Heights on August 28, 2017.

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$1,107,520.
2. A public hearing will be held on such improvements at 7:00 p.m. on Monday, September 25, 2017 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.
3. Preparation of Plans and Specifications are hereby authorized.
4. The City Attorney, Consultant Engineer, and staff are authorized to begin preliminary work on easement acquisition.

Adopted by the City Council of Inver Grove Heights this 28th day of August 2017.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**CONSIDER RESOLUTION ACCEPTING SUPPLEMENTAL LETTER AGREEMENT FROM
SHORT ELLIOTT HENDRICKSON INC. (SEH) FOR DESIGN SERVICES FOR CITY
PROJECT NO. 2017-09E – 93RD STREET/ABIGAIL COURT AREA RECONSTRUCTION**

WHEREAS, on June 27, 2016, City Council authorized a feasibility study for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction; and

WHEREAS, on July 11, 2016, City Council approved a proposal from SEH for professional services for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction; and

WHEREAS, a feasibility report has been prepared by SEH for the Public Works Director with reference to City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction; and

WHEREAS, the City requested and received a proposal from SEH for design services; and

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

1. The proposal from SEH for design services to include: project management, final design, plan and specification preparation, and bidding assistance in the amount of \$58,000 is hereby accepted and approved.
2. Project funding is provided through the Pavement Management Fund, and Special Assessments.

Adopted by the City Council of Inver Grove Heights this 28th day of August 2017.

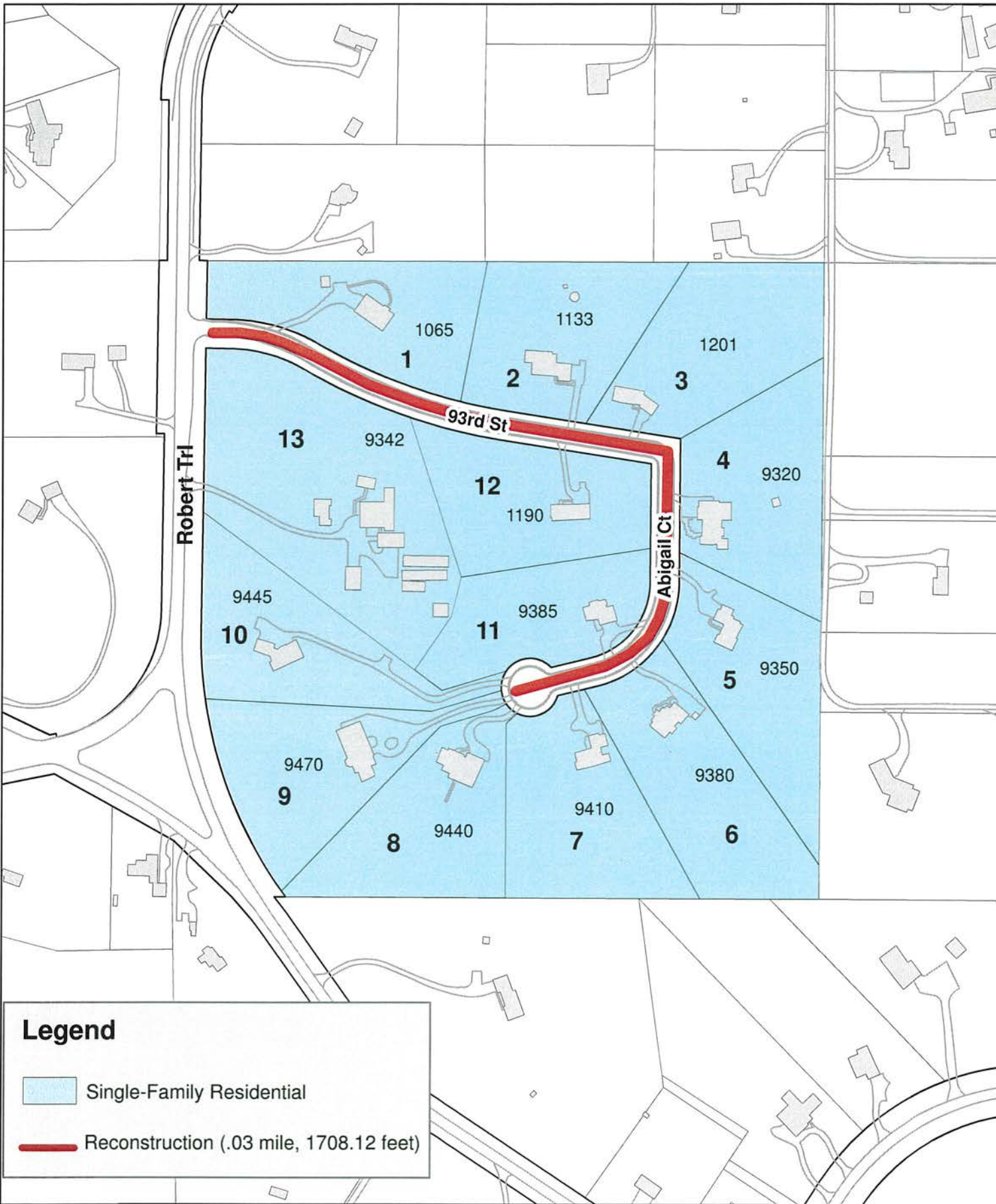
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Legend

 Single-Family Residential

 Reconstruction (.03 mile, 1708.12 feet)



8/2/17

City Project No. 2017-09E
93rd St/Abigail Ct Area Reconstruction
 Assessment Map



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.



Building a Better World
for All of Us®

August 16, 2017

RE: City of Inver Grove Heights, Minnesota
93rd Street Area Project
Design and Bidding Services
SEH No. INVER 138128 14.00
City Project No. 2017-09E

Mr. Tom Kaldunski
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3410

Dear Mr. Kaldunski:

SEH appreciates the opportunity to provide professional services to the City of Inver Grove Heights (City) for the 93rd Street Area Improvement Project as part of the Pavement Management Plan. The City has requested a proposal and scope of work that includes project management, final design, plan and specification preparation, and bidding assistance. This letter proposal serves as our Supplemental Letter Agreement in accordance with the Agreement for Professional Services between the City and SEH dated January 10, 2011 and Addendum #1 to that agreement.

Our project understanding, proposed scope of services, schedule and estimated fee and expenses are detailed below.

PROJECT UNDERSTANDING

The City has received petitions from ten (10) property owners along the streets in 93rd Street project area, requesting improvements to their streets. At their July 11, 2016 meeting the City Council ordered the preparation of a feasibility report for the improvements in this project area. The streets to be included in this study are 93rd Street and Abigale Court.

The City Council will receive the feasibility report for the improvements on August 14. The report identified the specific streets and improvements that will be part of this project. This letter agreement is based on the proposed improvements as outlined in the feasibility report dated August 2, 2017 for the 93rd Street Area Improvements.

SCOPE OF WORK

Task 1

SEH will coordinate with the City's project manager on a regular basis to discuss design and field decisions and progress throughout the project. We will provide project management of the day to day activities and tasks throughout the project and prepare monthly billing invoices.

We will attend two (2) public open house meetings to discuss the project. We assumed that these meetings will be with project residents with one occurring prior to the improvement hearing and the other prior to construction commencing on the project.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

We will assist City staff with correspondence and coordination with residents within the project area. We have assumed this will include up to four (4) field visits with property owners and the preparation of a resident letter which will be mailed to residents to inform them of the construction schedule, project contacts and project description. The letter will also provide the residents with project information.

We have assumed we will prepare for and conduct up to four (4) meetings with City staff through the final design process of the project. Those meetings are anticipated to be:

- Final design kick-off meeting
- 60% plan review meeting
- 95% plan review and specifications/special provisions meeting
- Final redlines/review comments meeting

Task 2 - Final Design

We will prepare the final construction plans that include plan and profile information for the roadway, utility and storm water improvements and are anticipated to include the following plan sheets:

- Title Sheet
- Statement of Estimated Quantities
- Typical Sections and Details
- Alignment Plan
- Removals and Erosion Control
- Street and Storm Sewer Plan & Profile
- Cross Sections (50 foot intervals and all driveways)

During the plan development SEH will provide the City with 60% plans that will include plan & profile information for the utility improvements as well as plan & profile and cross section information for the roadway for review. 60% comments received from the City will be incorporated into a 95% submittal of all plans and specifications to City staff for final review.

Specifications and contract documents will be prepared, a quantity takeoff will be completed and an engineer's estimate and bid form will be development from the final plans. Required permitting will be prepared and submitted to the necessary agencies. In addition SEH will prepare a SWPPP and a NPDES permit application for the project. We understand that the City or construction contractor will pay all necessary permit application fees.

During final design and construction, SEH will coordinate with private utilities following the City's seven step Utility Coordination Sheet. We will conduct two (2) meetings with private utility companies prior to the pre-construction meeting to discuss the project.

Task 3 - Bidding Assistance

We will produce a PDF version of the plans and specifications to be uploaded to QuestCDN. We assume reproduction of up to four (4) sets of plans and specifications for City staff use.

We will prepare the advertisement for bids and submit the ad to required publications, create and issue addenda (if needed), answer bidders questions, attend the bid opening at the City, review and tabulate the bid results, prepare a letter of award recommendation to the City and prepare and forward the notice of award and contract agreement to the contractor.

SCHEDULE

The following is a summary of the proposed schedule for the project:

City Council receives feasibility report August 28, 2017
 Order Improvement hearing
 Authorize preparation of plans & specs
Public Improvement Hearing September 25, 2017
Bid Opening TBD
Neighborhood Information meeting March/April 2017
Assessment Hearing/Award Project April 2018
Start construction May 2018
Construction complete October 2018

COMPENSATION

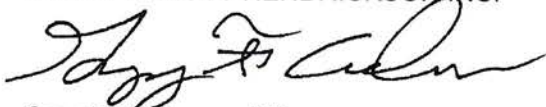
SEH proposes to complete all the services listed in this scope of work on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage and equipment. The following is a summary of our estimated costs for the scope of services:

	Work Task	Estimated Fee
1.	Project Management / Public Involvement	\$5,000
2.	Final Design	\$48,300
3.	Bidding Assistance	\$4,700
	Total Estimated Fees	\$58,000

Our total estimated cost for the scope of services included in the letter proposal is \$58,000 including all labor and reimbursable expenses.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Greg F. Anderson, PE
Project Manager



Miles Jensen, PE
Client Service Manager

ah

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Approved this ____ day of _____, 2017

City of Inver Grove Heights, Minnesota

by: _____

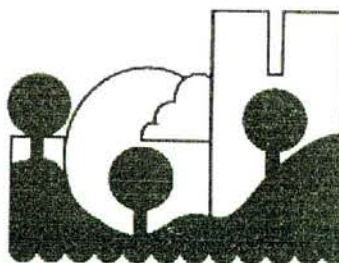
Feasibility Report

93rd Street Area Improvements

City of Inver Grove Heights, Minnesota

City Project No. 2017-09E
SEH No. INVER 138128 2.00

August 23, 2017



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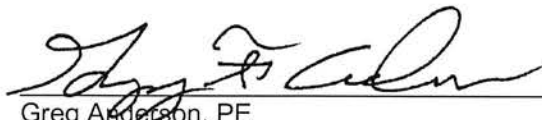
Engineers | Architects | Planners | Scientists

93rd Street Area Improvements
Feasibility Report
City of Inver Grove Heights, Minnesota

City Project No. 2017-09E
SEH No. INVER 138128

August 23, 2017

I hereby certify that this 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.



Greg Anderson, PE
Project Manager

Date: August 22, 2017 Lic. No.: 26859

Reviewed By: Dustin Cesafsky Date: August 22, 2017

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-5196
651.490.2000

Table of Contents

Letter of Transmittal
 Certification Page
 Title Page
 Table of Contents

	Page
1.0 Introduction.....	1
2.0 Existing Conditions	1
2.1 Streets	1
2.1.1 Sanitary Sewer	2
2.1.2 Water Main	2
2.1.3 Storm Sewer and Drainage	2
3.0 Proposed Improvements.....	2
3.1 Streets	3
3.2 Storm Sewer and Drainage	4
3.2.1 Water Quality Treatment	4
3.2.1.1 93 rd Street culvert crossing.....	4
3.2.1.2 Abigail Court Low Point	5
3.2.2 Wetland Review.....	5
4.0 Other Utilities	6
5.0 Right-of-Way	6
6.0 Neighborhood Meeting.....	6
7.0 Permits and Approvals.....	6
8.0 Estimated Costs.....	7
9.0 Financing.....	7
10.0 Implementation	7
10.1 Assessments	7
10.1.1 Street Assessments.....	8
10.1.2 Storm Assessments.....	8
10.2 Benefit Analysis	8
10.3 Resident Feedback.....	8
10.4 Project Schedule	9
11.0 Conclusion and Recommendations.....	9
11.1 Conclusions	10
11.2 Recommendations.....	10

List of Tables

Table 1	Approximate Street Widths	3
Table 2	93 rd Street Area Improvements (2017-09E).....	7
Table 3	93 rd Street Improvements (2017-09E)	7

Table of Contents (Continued)

List of Figures

- Figure 1 – Petitioning Parcels
- Figure 2 – Area Map
- Figure 3 – Project Streets - Existing Conditions
- Figure 4 – Typical Sections
- Figure 5 – Drainage Area
- Figure 6 – Drainage Improvements

List of Appendices

- | | |
|------------|---|
| Appendix A | Cost Estimate |
| Appendix B | Draft Preliminary Assessment Map and Roll |
| Appendix C | Summary of Neighborhood Completed Questionnaire Results |
| Appendix D | RV-K Watershed Report |

Feasibility Report

93rd Street Area Improvements

Prepared for Inver Grove Heights, Minnesota

1.0 Introduction

The City of Inver Grove Heights received a petition from ten (10) residents on the 93rd Street Project Area requesting improvements to their streets. Figure 1 shows the petitioning parcels. At their May 23, 2016 regular meeting the Inver Grove Heights City Council adopted Resolution No. 16-99 authorizing the preparation of a feasibility report for City Project No. 2017-09E: 93rd Street Area Reconstruction.

This project will provide residential street and drainage improvements in the 93rd Street neighborhoods. The proposed reconstruction project will include improvements to the streets, storm sewer, and overall stormwater management in the project areas. The streets included in this report are listed below:

- 93rd Street E., Robert Trail S to Abigail Ct.
- Abigail Court, 93rd Street East to its terminus

The project area is shown on Figure 2, found in at the end of this report.

MnDOT has a mill and overlay project planned for TH 3, Robert Trail, in 2018. The City's past agreement with MnDOT to cost share on turn lane improvements on TH 3 will not be part of the 2018 MnDOT project; therefore, no improvements are included in this report with respect to turn lanes on TH 3.

2.0 Existing Conditions

2.1 Streets

The streets in the 93rd Street Project Area were constructed in 1992. The existing streets are bituminous surfaced with concrete surmountable curb & gutter. The street widths in the 93rd Street Project Area are generally 29' face of curb to face of curb. These streets serve as local streets with relatively low traffic volumes. The existing pavement is showing significant signs of distress due to age, poor subgrade soils, excessive cracking, potholes and traffic. The bituminous pavement will be replaced on all project streets as part of this project. The existing curb & gutter will be completely replaced. There are no existing sidewalks or trails along these streets.

The existing streets in the 93rd Street project area are bituminous surfaced. The width of the bituminous surface is 29-feet in the 93rd Street Project Area. Both streets have concrete curb on both sides.

American Engineering Testing performed a series of four (4) soil borings in August of 2016 for the 93rd Street Project Area. The existing pavement and aggregate base thicknesses were noted as part of the soil boring process. The existing pavement thickness was found to range from 2.75 - 3 inches with most borings showing generally around 3-inch of bituminous pavement. The existing aggregate base thickness was found to be extremely variable with most borings not showing a distinct aggregate base layer. In general, the underlying soils beneath the streets were found to consist primarily of fill overlying till and coarse alluvium (clayey and silty sands).

2.1.1 Sanitary Sewer

The 93rd Street Project Area has no sanitary sewer and on-site septic systems serve the area.

2.1.2 Water Main

The 93rd Street Project Area has no water main and on-site well systems serve the area.

2.1.3 Storm Sewer and Drainage

Very limited storm sewer is located in the 93rd St East and Abigail Court reconstruction area. A single set of catch basins and an outlet to an existing low point are present on 93rd approximately 500 feet east of the intersection with South Robert Trail. No other storm sewer exists within the project area. There are existing semi-landlocked and landlocked stormwater basin areas located throughout the project as shown on Figure 3 and in Appendix D, RV-K Watershed Report.

The two known drainage issues in the project area are (1) a concentrated flow area at the west end of the cul-de-sac on Abigail Court and (2) the existing culvert at the 93rd Avenue low point has been undermined. Essentially all of Abigail Court and a small portion of 93rd Street route to this concentrated flow area at the west end of the cul-du-sac. In addition a larger drainage area north of the cul-du-sac overflows to the cul-du-sac on large rainfall events. (See Appendix D showing drainage basin RV-K information from third generation SWMP.) A total of about 2.3 acres of surface area drain directly to this point as shown in Figure 5. While this is the natural drainage point in the current condition, the concentrated flow enters a rock landscaped area between two of the three driveways that connect to the cul-de-sac in this location.

The drainage pattern for this concentrated flow point is generally to the west to several small and shallow depressions in the residential properties. Historically, some of this drainage area and some additional area to the north are routed to two small depressions located immediately north of the cul-de-sac. If a large enough event were to occur, runoff ultimately will drain to the southeast to landlocked basin RV-K-5 some 500 feet south of the cul-de-sac. The existing contours and high water levels mentioned above can be found in Figure 3. There have been no known structure flooding concerns at these residential locations. Residents have reports drainage damage to driveways and landscape areas near the terminus of the cul-du-sac.

3.0 Proposed Improvements

The proposed improvements are based on the results of the geotechnical investigation & recommendations, a review of the as-built drawings for the project streets, input from City Staff and feedback received from residents on the resident questionnaire. During the design and plan preparation, we will continue to work with City Staff on specific issues.

3.1 Streets

The improvements proposed for the project streets include a full pavement reconstruction. The method of improvement for a given block or section of street was determined based on the geotechnical recommendation, the existing pavement condition, existing curb type and amount of utility replacement needed. Based on our review of the existing pavement & underlying soils as part of this report and a geotechnical report prepared by AET in 2011, a full pavement reconstruction is recommended.

The full reconstruction method will consist of a complete removal of the existing pavement and curb & gutter and replacement with a new street section. Based on the geotechnical report recommendations, and the Inver Grove Heights standards for local streets, the proposed pavement section will consist of 4 inches of bituminous pavement (placed in two 2-inch lifts) over an 6-inch layer of aggregate base, on a 24-inch layer of select granular borrow. Roadway geotechnical fabrics will be placed below the sand base, and subsurface drain tile will be installed at the bottom of the street section behind the curb per City standards. The new concrete curb and gutter will be B618 in design. The local streets will be built to a width of 29 foot width from face-of-curb to face-of-curb. The proposed typical street sections are shown on Figure 4. Table 1 summarizes the existing street widths, curb types and proposed improvement method.

B618 concrete curb & gutter is recommended as the new curb in the project area. B618 curb has a 6-inch high curb back that aids in controlling drainage in the street as well as helping the snow plow driver "find" the curb as the street is plowed during the winter. The current surmountable curb has a more gradually back that isn't as detectable to the snow plow which allows the plow to sometimes drift past the curb and damage the yards. With the neighborhood being fully developed and all driveways in-place, the B618 curb can be installed and the driveway connections made. The existing surmountable curb is typically installed on new developments to allow flexibility in placing the new houses on the lots and locating the garage/driveway. The existing surmountable curb has a noticeable bump (typically 3 – 4.5 inches) when cars enter the driveway from the street. This bump is noticeable enough that cars need to slow to a near stop to enter the driveway. The proposed B618 curb has a much more gradual 1-1/4 inch rise at the driveway opening, creating a much more gentle driveway transition from the street. Residents on recent reconstruction projects often comment on how much smoother their driveway entrance is compared to before the project.

In addition, numerous residents within the neighborhood have complained of water running over the curb in even moderate rainfall events. The B618 curb is designed to keep stormwater within the gutterline, which would address these complaints.

The project area does not currently have sidewalks or trails. After reviewing the Cities Trail and Sidewalk Gap map there are no gaps in the existing City trail system that could be improved with this project.

Table 1
Approximate Street Widths

Street Name	Existing Width (F-F)	Proposed Width (F-F)	Existing Curb & Gutter Type	Proposed Curb Type
93 rd Street E.	29'	29'	Surmountable	B618
Abigail Ct.	29'	29'	Surmountable	B618

Several residents have requested the project to be pavement rehabilitation only. Typically, these request are due to the desire to reduce the cost or assessments. As the geotechnical report has noted, the subgrade tests show frost susceptible, low draining soils with silty clays. The limiting subgrade soils are recommended to be replaced with a select granular material that will be free draining and provide the structure support for the bituminous flexible pavement. For the reason, replacing the pavement only is not an option

3.2 Storm Sewer and Drainage

The proposed stormwater system improvements are shown on Figure 6 and the existing RV-K watershed is shown in Appendix D with inserts from the third generation SWMP.

Two potential drainage improvement areas have been identified. Both are discussed below in the water quality section as they would provide benefits in that area. They should be considered medium to low priority due to the lack of any significant issues impacting homes or structures.

3.2.1 Water Quality Treatment

The project is subject to City of Inver Grove Heights stormwater treatment goals to provide infiltration of 1-inch of runoff from the contributing impervious street surfaces. The total volume goal for this approach is 4,260 cubic feet. A review of the project area for water quality treatment features generally focuses on locations that meet three criteria: good soils; flat or mild slopes; and an adequate drainage area.

There are no clear locations along the roadway that have been identified as having good soils for infiltration. Therefore, any water quality BMPs would need to be constructed as filtration basins with a sand-compost filter media and an under drain. There are a few fairly small areas that have mild slope that would accommodate a small rain garden. These areas have such a limited drainage area that the water quality benefits would be limited. Following a review of the roadway opportunities, the following potential water quality features (shown in Figure 5) have been identified for further consideration:

3.2.1.1 93rd Street culvert crossing

The culvert and set of catch basins will be replaced. There are a couple of options to provide water quality benefit.

- A. Install a water quality manhole at the downstream catch basin. This improvement would reduce the extent of sediment entering the depression on the downstream side of 93rd and make any future sediment removal operations by the City more manageable and efficient. It is likely that the depression has collected sediment from the road runoff. This is a low priority because the existing depression may have sufficient capacity to collect the sediment long term without the need for sediment removal. This work will also result in stabilizing the downstream culvert outlet. Based on a delineation that was completed in 2011 the culvert outlet appears to be within a wetland. With visual observation on October 28, 2016, the area no longer appears to fit wetland characteristics. Additional information will need to be acquired prior to any work done on the downstream outlet.
- B. Another option would be to install/create an infiltration basin on the upstream side of the culvert to provide water quality treatment and to reduce the extent of standing water in an isolated low area within the residential property. The existing semi-landlocked basin RV-K-2 on the north side of 93rd Street could serve as a

pretreatment and infiltration basin prior to stormwater being discharged downstream through the culvert to semi-landlocked basin RV-K-3.

3.2.1.2 Abigail Court Low Point

- Divert flow from the street into an expanded depression/filtration basin area on the north side of Abigail just before the start of cul-de-sac. Diverting this flow to the natural depression/storage area to the north would reduce volume to the problem area at the west end of the cul-de-sac and provide an opportunity for additional water quality treatment by expanding the storage in the basin and improving the soils with a sand-compost mix. This basin has the potential to provide an estimated 3,000 to 5,000 cubic feet of volume credit depending on the final grading and depth of temporary ponding available during the final design process. This work will require the City to obtain a drainage easement over the existing private property and to gain support for the clearing of trees in the area and replacing them with native plantings. We are suggesting the City would own and maintain the bioretention basin.
- Addition of storm sewer catch basins at two locations in the cul-de-sac to collect runoff that is not routed to the filtration basin and any bypass from the curb cut. The north catch basin will be connected to an outlet structure for the filtration basin and routed south to the existing landlocked basin RV-K-5. This storm system will essentially capture and divert the majority of flows from passing through the rock channel and yards to the west of the cul-de-sac. Large event flows will continue to result in some stormwater following the existing path to the west. The outlet to the south will be stabilized. This work will require the City to obtain a drainage easement over the existing private property and to gain support for the clearing of trees in the area. The City would own and maintain the proposed storm sewer system if built.

The areas described in the improvements above would require additional drainage and utility easements acquired outside of the existing 5'-10' easement.

The standard practice of implementing the City's rainwater garden program within the project area was determined to be infeasible. The potential locations were too small and/or located in areas that would not collect sufficient runoff to give a cost effective water quality benefit. In addition, the larger basin described above will treat the same areas more efficiently.

3.2.2 Wetland Review

A culvert is proposed to be replaced along 93rd Street. The south end of the culvert flows to a steep eroded channel which flows downslope to an isolated wetland basin. The edge of the wetland basin appears to be far enough away from the culvert to not be impacted as part of these improvements. The wetland basin is a Type 1L wetland (seasonally flooded basin – forested). American elm is dominant in the tree stratum of this basin.

Several stormwater BMPs are proposed north and west of the Abigail Court cul-de-sac. The area just north of the cul-de-sac is not a wetland. Dominant vegetation here is burdock, tatarian honeysuckle, and scattered American elm and black cherry. The proposed BMP west of the cul-de-sac is a ditch constructed in uplands to provide adequate drainage for the blacktop residential driveway. The east end of this constructed ditch is river rock rip-rap. The ditch deepens to the west and has a mud substrate. At the time of the November 4, 2016 fieldwork the west end of the ditch had 2 inches of standing water in it. A culvert beneath the blacktop residential driveway connects this ditch with another detention basin on the south side of the driveway. We assert that this ditch was constructed in uplands for purpose of conveying stormwater and is therefore outside of the scope of the Wetland Conservation Act (WCA). This assertion will require verification from the WCA Local Governmental Unit (LGU).

A steep eroded dry channel is present south of residences along Abigail Court. The channel flows only during extreme rain events. The channel itself is not wetland and it is not a Public Watercourse. This channel empties into a small isolated shallow marsh at the low point on the landscape. The shallow marsh fringe is dominated by lakebank sedge and willow herb and deeper portions are dominated by narrow leaved cattail. This wetland is highly disturbed as a result of a large sediment load from the eroding channel.

4.0 Other Utilities

The proposed improvements will be coordinated with the private utility companies per the City's utility coordination plan. The intent would be to coordinate any private utility improvements during the project so that future disruptions of the newly constructed streets could be avoided.

Private obstructions in ROW, such as fences, landscaping, irrigation and invisible fence will be the responsibility of the owner to remove and replace at no cost to the City.

There are no existing street lights in the project area. Discussion following the informational meeting, some residents felt that with the existing exterior lighting in some yards, street lighting was not needed. The service provider in the project area is Dakota Electric.

5.0 Right-of-Way

The construction limits of this project will require permanent drainage and utility easements from 4 parcels throughout the project which are shown in figure 6.

6.0 Neighborhood Meeting

The Engineering Division will hold a neighborhood information meeting at the City Hall council chambers after the City Council receives the Feasibility Report. At the neighborhood meeting, we will review the street condition analysis, the recommended improvement, the estimated costs and proposed preliminary assessments for the benefitting properties. Representatives from SEH will also attend the meeting to assist City Staff in answering questions, record resident comments and providing information from the report.

7.0 Permits and Approvals

The proposed improvements will require securing the following permits:

- MPCA – General Stormwater Permit for Construction Activities under the National Pollutant Discharge Elimination System (NPDES) program will be required by the contractor during construction activities.
- Dakota County Soil and Water Conservation District – Wetland Reviews and Mitigation approval. An application for a No-Loss Determination is being prepared and will be submitted to the Wetland Conservation Act LGU in November 2017.
- MnDOT – work in right-of-way at entrance of 93rd Street.

8.0 Estimated Costs

The total estimated cost for the project outlined in this report is \$1,073,119. The costs for the project are broken out into the components and summarized in the table below:

Table 2
93rd Street Area Improvements (2017-09E)

Improvements	Local Street (Reconstruction)
Street Improvements	\$867,100
Storm Sewer Improvements	\$122,000
Water Quality Improvements	\$52,000
Easement Acquisition	\$66,100
Total	1,107,200

A detailed cost estimate has been prepared for the proposed improvements and is included in Appendix A of this report. These costs include the engineer's opinion of probable construction costs along with 10 percent for contingencies and 28 percent for indirect project costs including administrative, legal, fiscal, engineering, and capitalized interest.

9.0 Financing

The City intends to fund the proposed improvements through various methods including the City's Pavement Management Program (PMP) Fund, special assessments and Stormwater Utility Fund and general bonds

Street and storm sewer costs will be funded by special assessments, PMP Fund and Stormwater Utility Fund.

Table 3
93rd Street Improvements (2017-09E)

Improvements	Proposed Assessments	*Pavement Management Funds	Total
Street & Storm Improvements	\$262,000	\$845,200	\$1,107,200

* Final City portion funds may include a combination of PMP, Stormwater Utility and bonding.

10.0 Implementation

10.1 Assessments

The proposed street and drainage improvements are eligible for assessments according to the City's PMP Funding Policy. The policy includes obtaining a special benefit analysis conducted by an independent appraisal firm which takes into consideration the land use, area valuations, location, zoning and other characteristics within the project area to identify the special benefit to properties.

A preliminary assessment roll will be prepared for the Improvement Hearing and available at an informational meeting prior to the improvement hearing (see Appendix B for a proposed preliminary assessment roll). The project area includes single-family lots.

10.1.1 Street Assessments

Single-family residential and twin home properties are assessed equally on a per lot basis. Single-family parcels are included in the street assessment if their main driveway accesses a street being improved. Properties with driveways to the project are assessed for streets. City policy assess 35% of street improvement costs.

10.1.2 Storm Assessments

Properties benefitting from storm sewer and drainage improvements are assessed on a per parcel area basis for the neighborhood based on being adjacent to the project and contribution to the stormwater drainage, regardless of the parcel use type.

10.2 Benefit Analysis

A special benefit analysis has been completed by an independent appraiser, Metzen Appraisals. The final report will be available for public viewing at the Engineering Division at City Hall prior to the public hearing. The independent appraiser has reviewed the project and affected parcels to determine the following benefits to each parcel type as a result of the proposed improvements:

- Single Family Residential Street and/or Storm\$19,500 per parcel

The special benefit analysis is a recommendation by an independent appraiser for consideration by the Council. The preliminary assessment analysis will be completed by staff to identify a per policy; however, the recommended special benefit, or by the independent appraiser's assessment "caps" will be considered for Council action only during the final assessment hearing.

10.3 Resident Feedback

A questionnaire was sent to residents to survey for feedback on important items to incorporate into the Feasibility Report. We received nine (9) responses that identified the following items:

- 4 properties with sump pumps, all stating that their sump pumps never run.
- 4 drainage issues were identified within the neighborhood.
- 2 drainage issues were identified on specific parcels.
- 4 properties have irrigation systems.
- 1 property has private electrical system in ROW.
- Staff has contacted and had conversations with many of the survey respondents.

A neighborhood draft feasibility meeting was held on June 7, 2016 with seven (7) of the thirteen (13) parcels represented. Below is a summary of comments from the open house:

- No one expressed an issue with the assessment amount noted to be \$18,000 - 20,000 depending on recertification this year.
- Several wished/hoped the project would be built yet this year
- Residents around the cul-de-sac gave input on the proposed storm improvements and shared observations of runoff issues during rain events
- The proposed storm improvements in the cul-de-sac are anticipated to include catch basins, outlet pipe to basin RV-K-3 and an infiltration basin, the existing piping and ditches off the west end of the cul-de-sac will remain and will receive water during large events.

- 9320 Abigail Court is planning a significant landscaping project along their property lines this year. Staff recommended they wait for to install the portion along Abigail ROW until after the street project next summer.
- 9385 Abigail Court will need to provide an easement for the infiltration basin. Property owner didn't raise an objection to it. Did mention that they lost a maple tree this year due to the low area north of the cul-de-sac having standing water too often.
- Several home owners are the original owners and noted varying soil conditions consistent with glacial till and fill as noted in the boring logs.
- Property owners north and west of cul-de-sac stated that the water that flows through the culvert in 93rd Street, doesn't get past the Abigail Court cul-de-sac. Water sits in low area north of cul-de-sac until it infiltrates.
- Most seemed in favor of barrier curb
- Staff noted that private obstructions (invisible fence, irrigation, landscaping, etc.) in ROW will need to be moved by property owner prior to construction
- Mailboxes will be temporarily relocated as part of the project.
- Most residents had not heard about the TH 3 project prior to this open house.
- No one requested a sump pump basket. 4 responded on questionnaire as having a sump pump, but all stated that the sump pump does not run.

10.4 Project Schedule

The following schedule is proposed for the project:

- Neighborhood Draft Feasibility Meeting.....June 7, 2017
- City Council Receives Feasibility Report/Orders Improvement Hearing August 28, 2017
- Authorizing preparation of preliminary plans and specifications..... August 28, 2017
- Public Improvement Hearing.....September 25, 2017
- Authorize Final Plans & Specs/Order ImprovementSeptember 25, 2017
- Approve Plans & Specs/Authorize Ad for BidNovember 9, 2017
- Bid Opening TBD
- City Council Receives Bids/Orders Assessment Hearing February 2018
- Assessment Hearing/Award Project April 2018
- Begin ConstructionMay 2018
- Substantial Completion August 31, 2018
- Final CompletionSeptember 30, 2018

11.0 Conclusion and Recommendations

This report outlines the recommended improvements for the proposed City Project No. 2017-09E, the 93rd Street Area Improvements. This report also identifies the estimated cost for the recommended improvements as well as the approvals and permits necessary to proceed with the construction of the improvements.

11.1 Conclusions

As a result of this study, we conclude that:

- The proposed improvements are necessary to maintain the City's infrastructure based on the condition of the existing streets and infrastructure in the project area.
- The project is feasible from an engineering standpoint and cost effective, as portions of the existing infrastructure that are in good condition (existing storm sewer) will be preserved where possible.

11.2 Recommendations

Based on the above conclusions, we recommend that:

- This report be reviewed by the City Council, City Staff and the consulting appraiser.
- The City Council accepts this report and schedule the Improvement Hearing to receive public comment on the project.
- The project be completed under one contract in order to complete the work in an orderly and cost effective manner.
- The improvements proceed as outlined in this report.

List of Figures

Figure 1 – Petitioning Parcels

Figure 2 – Area Map

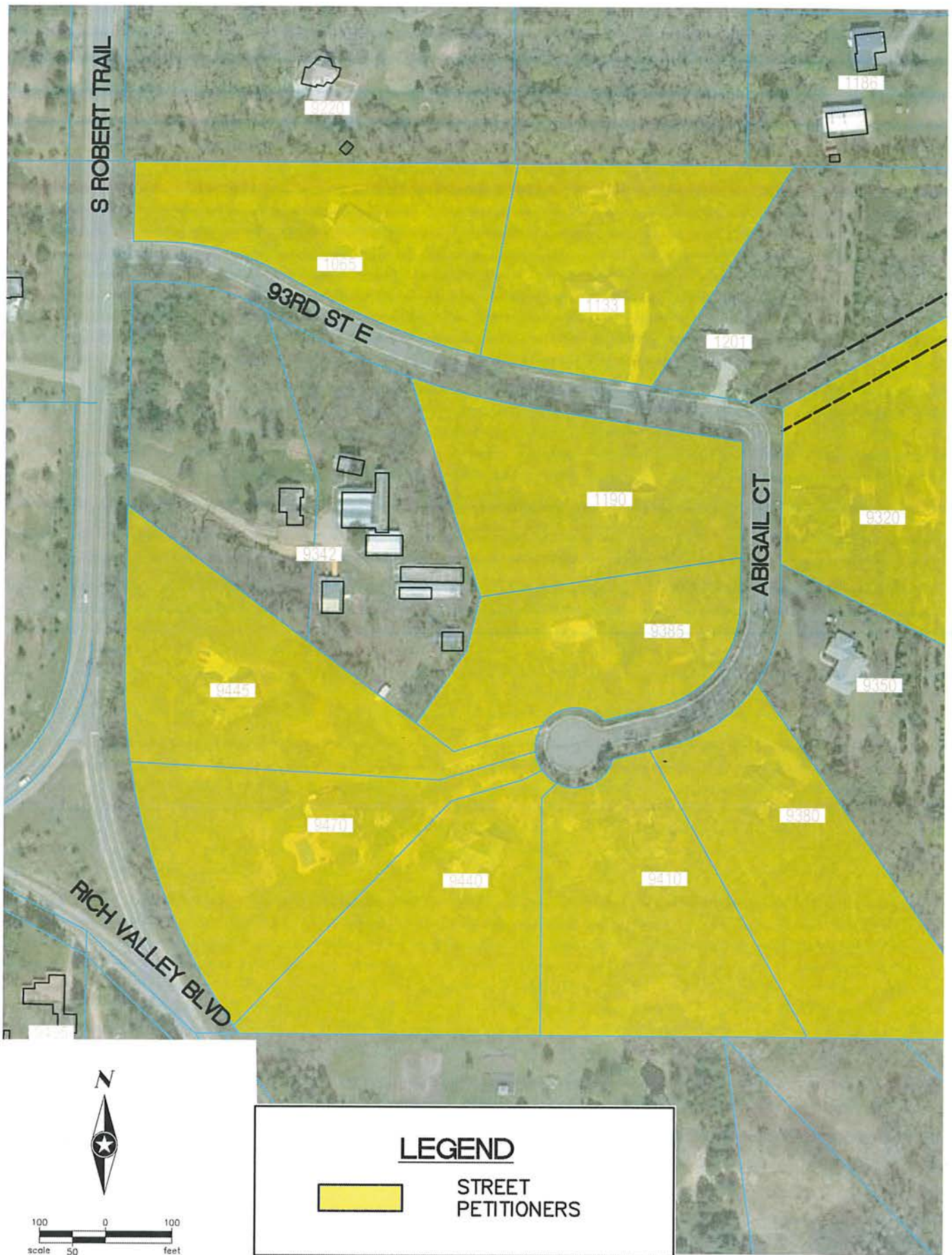
Figure 3 – Project Streets - Existing Conditions

Figure 4 – Typical Sections

Figure 5 – Drainage Area

Figure 6 – Drainage Improvements

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ST. PAUL, MN 55110-5196
www.sehinc.com

FILE NO.
138128
DATE:
11.03.16

PETITIONING PARCELS
2017 STREET IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA

FIGURE
NO. 1

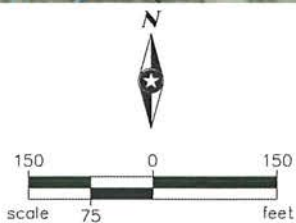
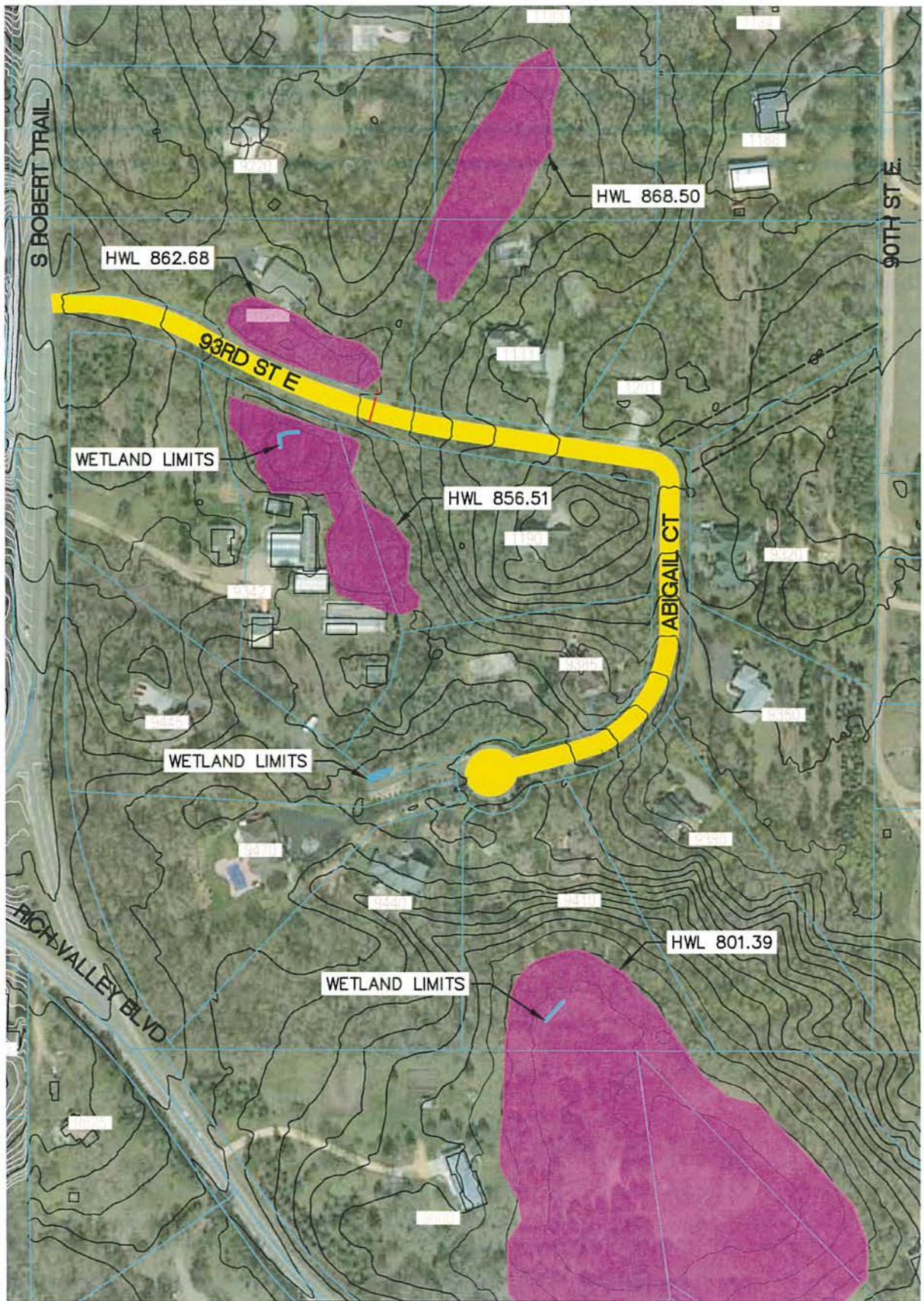


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AREA MAP
2017 STREET IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA

FIGURE
NO. 2



LEGEND

- 2017 STREET RECONSTRUCTION
- EXISTING STORM SEWER
- STORM WATER HWL FOR EXISTING BASINS
- EXISTING 5' CONTOUR

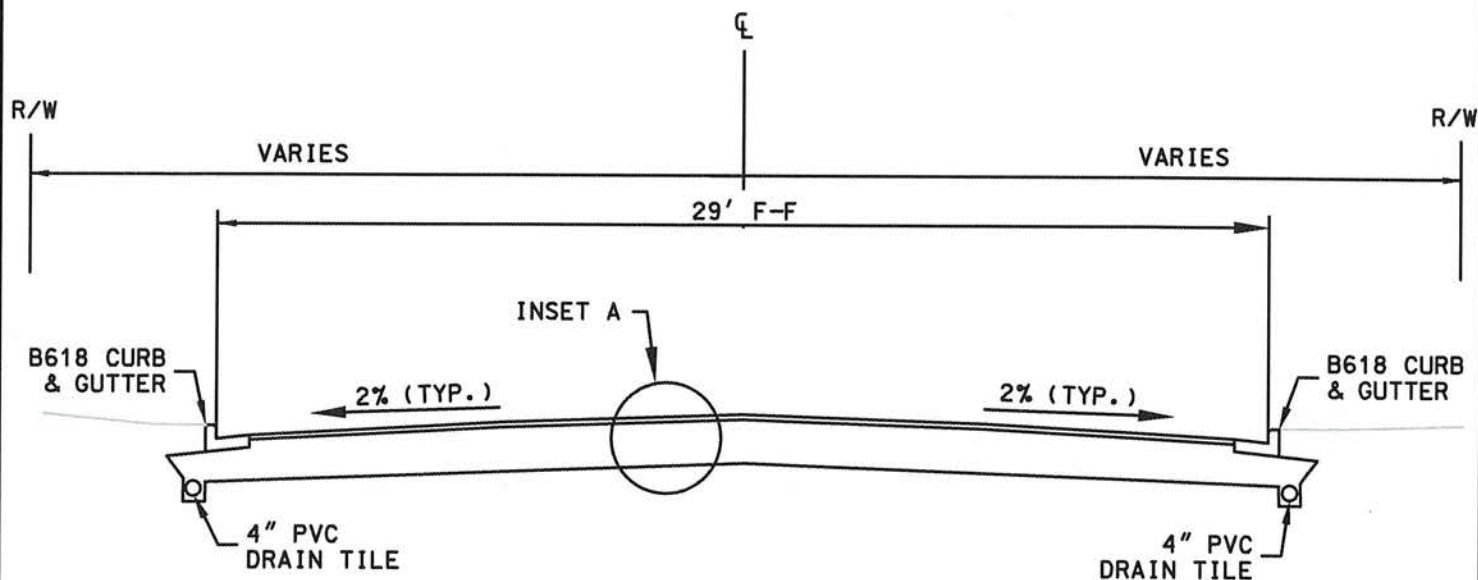


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PROJECT STREETS-EXISTING CONDITIONS
2017 STREET IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA

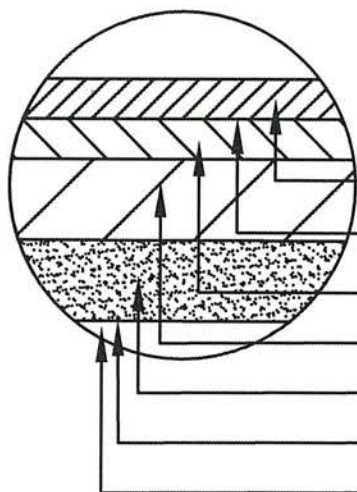
FIGURE
NO. 3



TYPICAL SECTION - RECONSTRUCTION

93RD STREET EAST

ABIGAIL COURT



- 2" PLANT MIXED BITUMINOUS WEARING COURSE SPEC. 2360 (SPWEA330C)
- TACK COAT (MNDOT SPEC. 2357)
- 2" PLANT MIXED BITUMINOUS NON-WEARING COURSE SPEC. 2360 (SPNWB330C)
- 6" CLASS 5 AGGREGATE BASE
- 24" SELECT GRANULAR BORROW
- GEOTEXTILE FABRIC TYPE V, WOVEN
- 6" SUBGRADE PREPARATION

INSET A



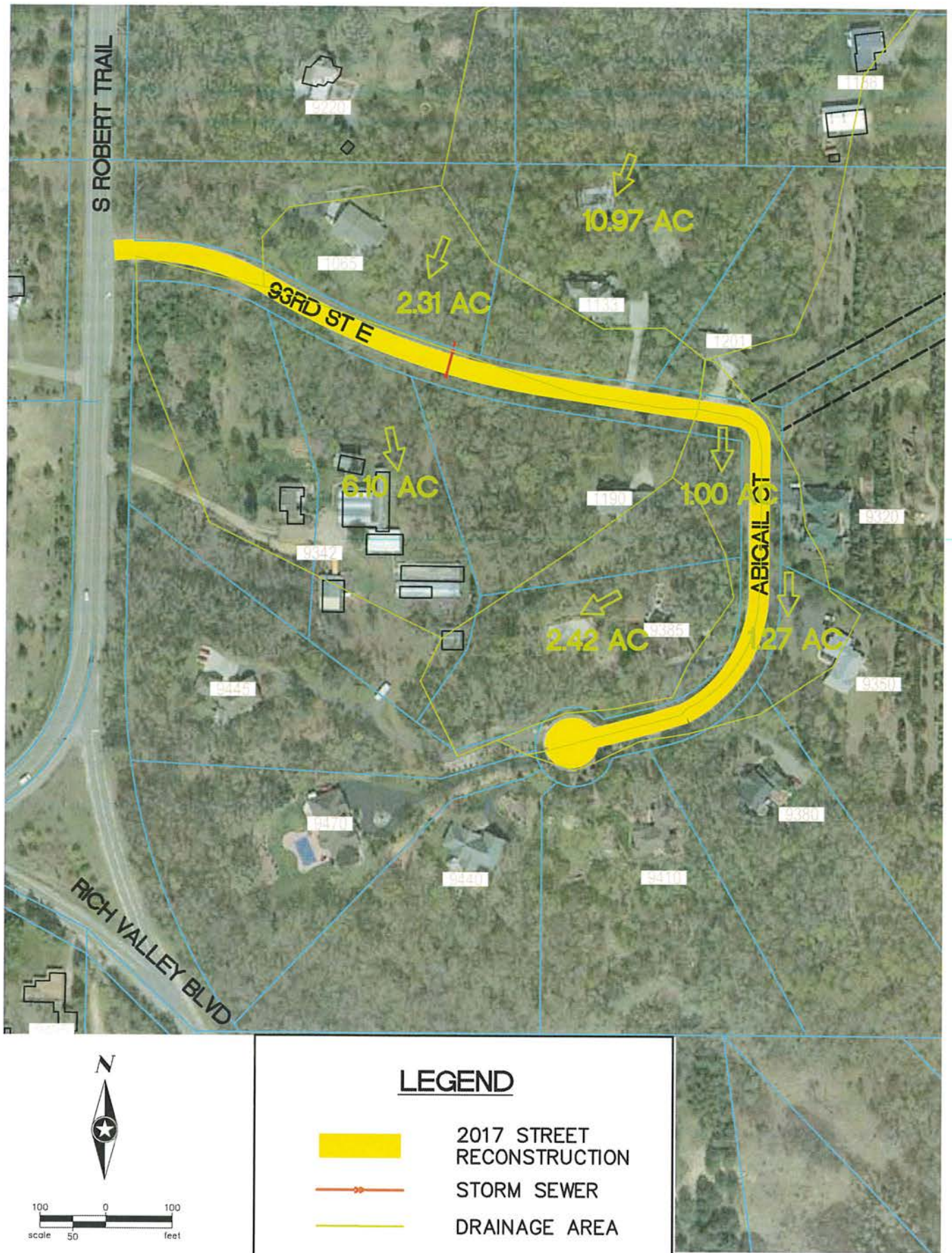
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FILE NO.
138128
DATE:
11.03.16

TYPICAL SECTION
2017 STREET IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA

FIGURE
NO. 4

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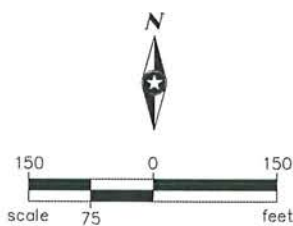
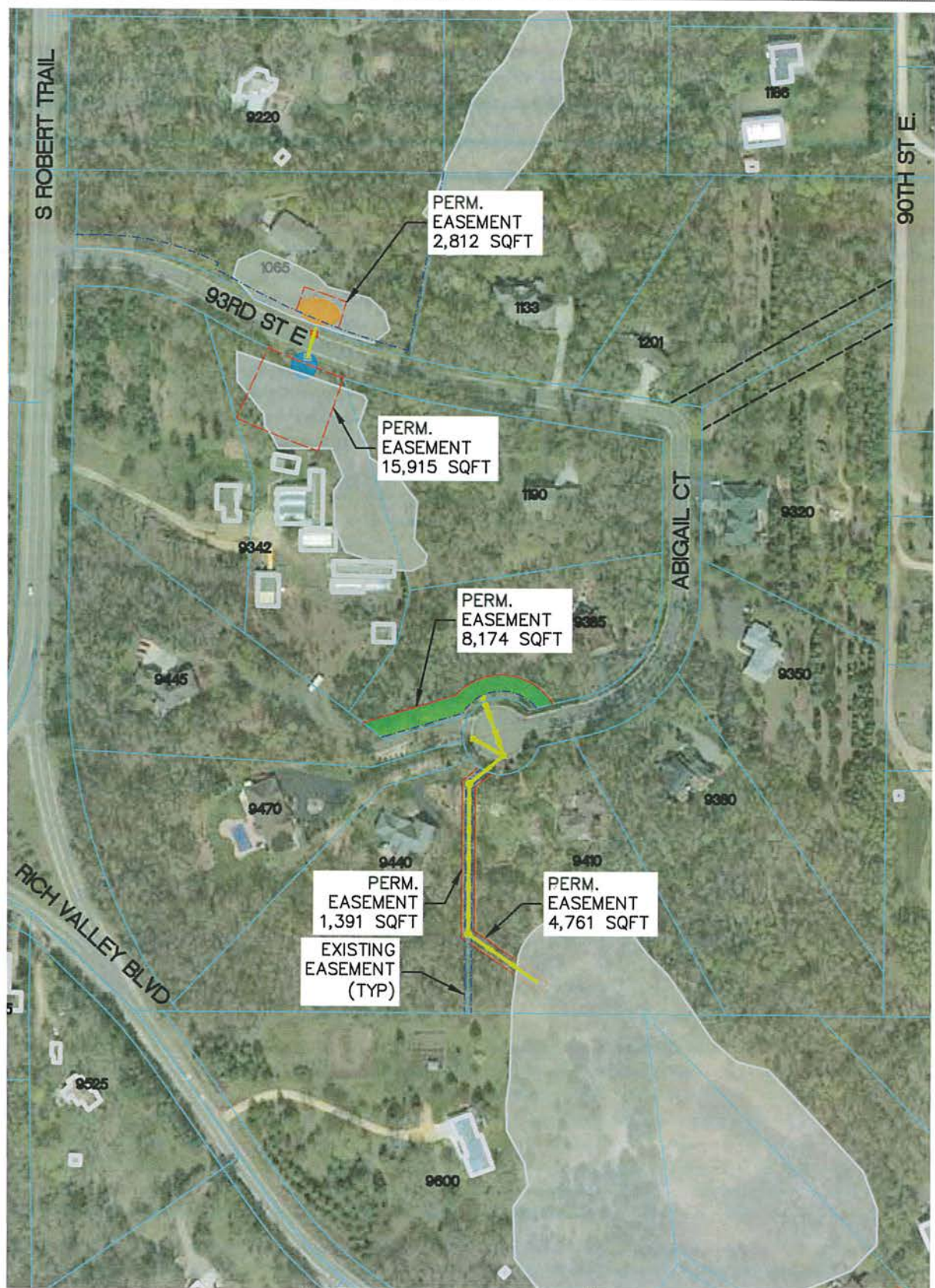


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FILE NO.
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DATE:
11.03.16

DRAINAGE AREAS
2017 STREET IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA

FIGURE
NO. 5



LEGEND

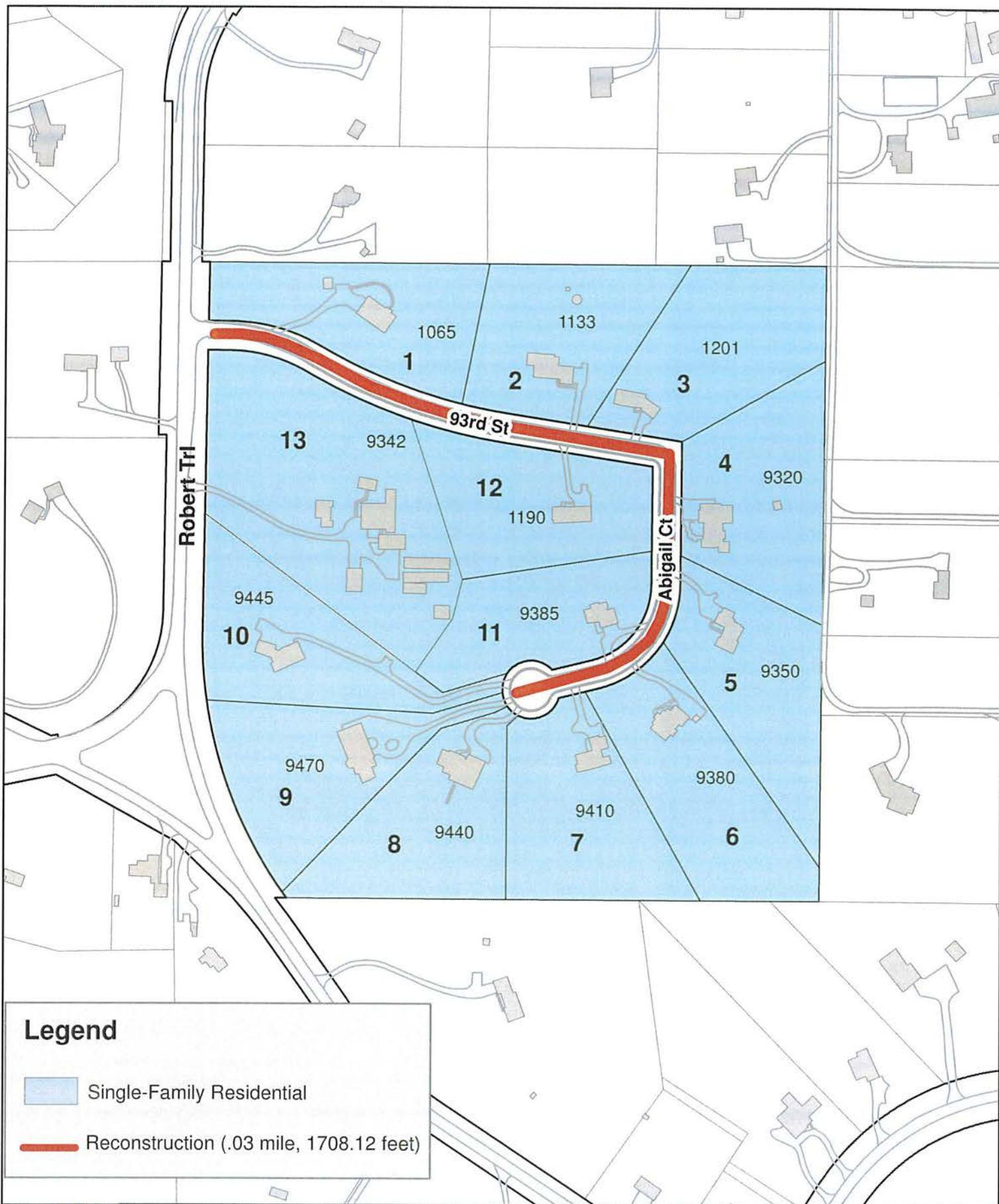
-  EXISTING/IMPROVED DEPRESSIONAL TREATMENT AREA 1
-  EXISTING/IMPROVED DEPRESSIONAL TREATMENT AREA 2
-  STABILIZE OUTLET
-  STORM SEWER IMPROVEMENTS

Appendix A

Cost Estimate

Appendix B

Draft Preliminary Assessment Map and Roll



8/2/17

City Project No. 2017-09E
93rd St/Abigail Ct Area Reconstruction
 Assessment Map



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.

**CITY PROJECT NO. 2017-09E - 93RD STREET/ABIGAIL COURT AREA RECONSTRUCTION
PRELIMINARY ASSESSMENT ROLL**

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET	STORM ASSESSMENT	STREET ASSESSMENT	TOTAL PER POLICY ASSESSMENT	SPECIAL BENEFIT ASSESSMENT CAP		PRELIMINARY ASSESSMENT	PROPOSED DEFERRED ASSESSMENT
									STORM	STREET/STORM		
1	203295001010	SFR	LEON J & WANNETTA M HANLEY	1065	93RD ST E	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
2	203295001020	SFR	REGINA L BLEVINS-PHILLIPS	1133	93RD ST E	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
3	203295001030	SFR	MICHAEL J MUTH	1201	93RD ST E	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
4	203295001040	SFR	ALLAN T & PATRICE C REID	9320	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
5	203295001050	SFR	TERENCE W STOERZINGER	9350	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
6	203295001060	SFR	BONNIE MAE TROSKA	9380	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
7	203295001070	SFR	GERALD & BARBARA OSIECKI	9410	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
8	203295001080	SFR	STEVE & ELIZABETH G HAGLIND	9440	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
9	203295001090	SFR	ROGER H & KYLE L GREEN	9470	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
10	203295001100	SFR	STEVEN J & NANCY L FOX	9445	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
11	203295001110	SFR	STEVEN J & SUZANNE M BRAUN	9385	ABIGAIL CT	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
12	203295001120	SFR	TERENCE W & HELEN C STOERZINGER	1190	93RD ST E	\$14,705.86	\$25,294.42	\$40,000.28		\$19,500.00	\$19,500.00	
13	203295001131	SFR	DALE B & LYNN R STOERZINGER	9342	ROBERT TRL S	\$29,411.72	\$25,294.42	\$54,706.14	\$8,500.00 *	\$19,500.00	\$28,000.00	\$19,500.00
								\$534,709.50		\$262,000.00		
						\$205,882.04	\$328,827.46					

Appendix C

Summary of Neighborhood Completed Questionnaire Results

Location	Sump Pump	Pump Runs	Drains to	Sump Basket	Private utilities	Drainage issues	Drainage Issue Comments	Neighborhood drainage issues:	Driveway opening	Additional comments?
Robert Trail	No				None	Yes		The street drains onto my property and floods a wooded area in spring and when there are heavy rains.	No	I have no driveway that opens onto 93rd and I don't use the street.
93rd Street East	Yes	Not at all	Back yard	No	None	No	All of 93rd Street and Abigail Court drain to natural retention areas. Even with the high rain fall of the summer of 2016, both of these areas have successfully retained and gradually dissipated the runoff. I believe that this storm water handling system is acceptable except for the issues identified in the next section.	1) There are grate interceptors and a pipe under 93rd street about 400 feet east of MN 3. Over the years, the south side of this pipe has required attention several times because of the soil near the south curb subsiding. The cause of the subsistence should be investigated and repaired before the street is reconstructed (to save potentially having to repair a new paving job). 2) All of the drainage from Abigail Court is directed to an apron through the surmountable curb at the end of the court. From here the water is channeled through a drainage ditch to a natural ravine, which then carries the water to a natural wetland about 400 feet south of the Cul-de-Sac. In recent years, the City has improved this drainage ditch, but the apron remains a problem in that it tends to act as a weir and traps sand and dirt at the end if the Cul-de-Sac. I know this irritates the citizens who live close to the apron. Furthermore, in heavy rain events, the grade of the Cul-de-Sac curb cannot handle the flow and water overflows into the adjacent lots causing erosion. As a part of the Abigail Court work, this issue should at least be considered. One solution might be a new apron with the proper grade. A better solution might be a new grate style interceptor which then feeds to the drainage ditch. An even better (but more costly) solution would be to install additional 2 grate interceptors (one either side) where the curbs enter the Cul-de-Sac and pipe this water to the drainage ditch.	No	93rd Street and Abigail Court both have surmountable curb installed over their entire lengths. My opinion is that the existing curb system is in good condition and does not require replacement with the possible exception of a few places where there is damage. The surmountable curb feature means that driveway openings and locations are not affected.
Abigail Court	Yes	Not at all	Basement	No	Irrigation system	No		Heavy rains flood the end of street in culdesac, part of the flood goes down the drainage ditch, the rest overflows the curb and washs out yard to the south. (Osiecki's)	No	No
93rd St.	No				Electric wiring	No			No	
93rd St.	No				None	Yes	Ground level is below bottom of street culvert. This results in a large pool of water during spring thaw. Rain has no effect.		No	
Abigail Court	Yes	Not at all	Left side of yard	No	Irrigation system	No			No	
Abigail Court	No				Irrigation system	No		water runs over curb from street even in moderate storms	No	
Abigail Court	Yes	Not at all	Back yard	No	Irrigation system	No			No	
Abigail Court	No				None	No			No	

Appendix D

RV-K Watershed Report

and pipe outlet elevations (if applicable) for the models. The modeling data and results for the Pine Bend Drainage Basin are in **Table 2-26**.

2.1.15 Rich Valley Drainage Basin

Prefix: "RV"

Drainage Basin Area: 1681 ac

Total Number of Watersheds: 155

Subbasin	Subbasin Area (ac)	Number of Watersheds
RV-A	140.0	9
RV-B	29.3	4
RV-C	163.9	14
RV-D	84.4	6
RV-E	47.7	2
RV-F	128.4	16
RV-G	179.6	21
RV-H	59.0	2
RV-I	82.3	11
RV-J	48.0	5
RV-K	58.6	5
RV-L	228.7	22
RV-M	175.4	18
RV-N	126.6	9
RV-O	129.3	11

The Rich Valley Drainage Basin (**Figures 2-22A & B**) is located on the western edge and southern half of the City. This drainage basin was modeled as part of the landlocked basins snowmelt modeling done for this WRMP.

Some recent developments were accounted for in the modeling effort for this drainage basin, even though they were not in place at the time of the topographic data acquisition. Development plans were obtained from the City, and changes were made to the watershed divides, drainage patterns, and overflow elevations and pipe outlet elevations (if applicable) for the models. These developments are Forest Ridge East, Inver Hills 7th, 8th, and 9th Additions, Ves Valley Estates, Coventry Pass 5th, 6th, and 7th Additions, and Marianna Ranch, which is also partially in the Northwest Drainage Basin. The modeling data and results for the Rich Valley Drainage Basin are in **Table 2-27**.

There is one unnamed water body that is a City-designated lake (DNR #19-43P).

2.1.16 Rosemount Drainage Basin

Prefix: "ROS"

Drainage Basin Area: 844 ac

Total Number of Watersheds: 90

The Rosemount Drainage Basin is made up of the area straddling the Inver Grove Heights/Rosemount border (**Figure 2-13**). The major land uses in this drainage basin are undeveloped and low density residential. There are also portions of industrial and utility land uses on the east side of the drainage basin.



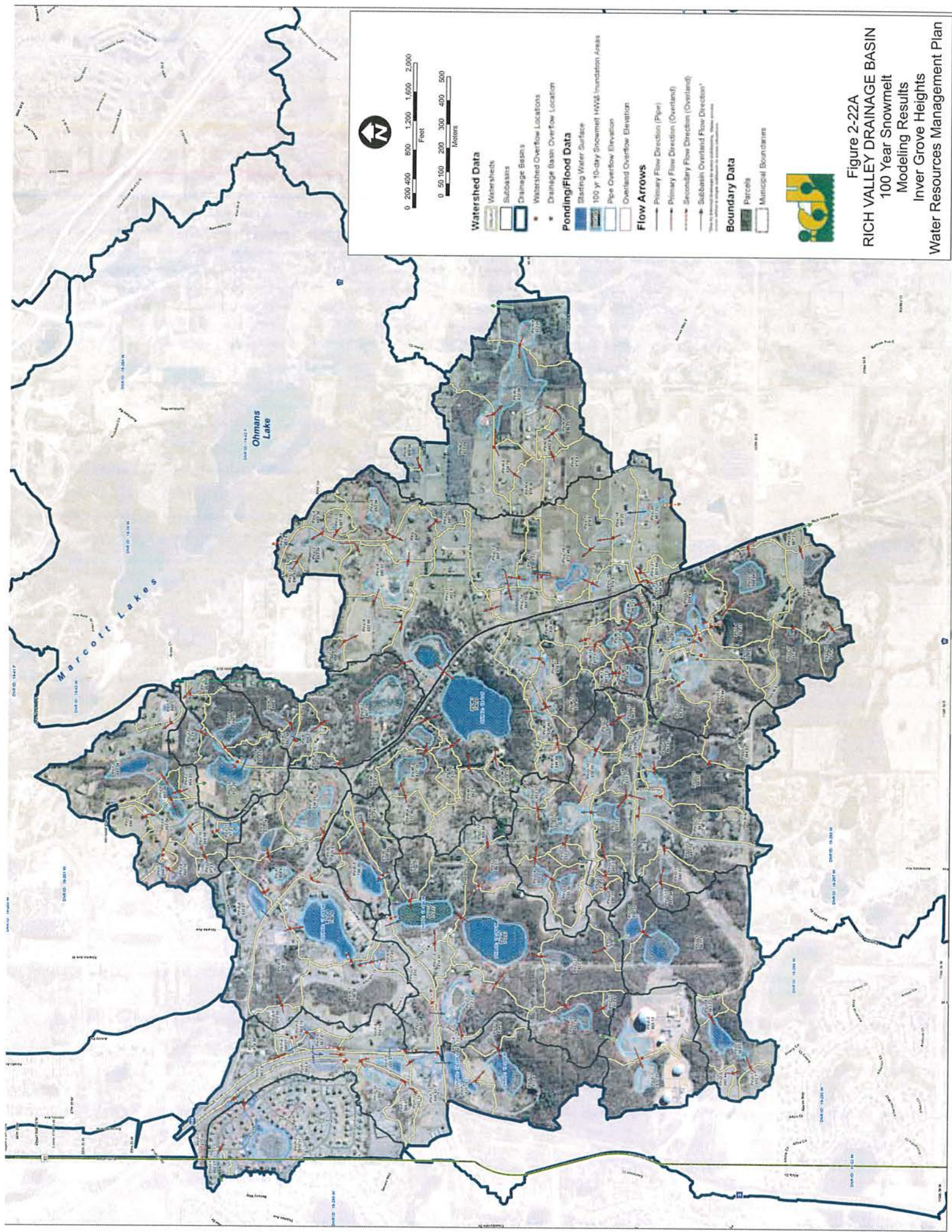


Figure 2-22A
RICH VALLEY DRAINAGE BASIN
 100 Year Snowmelt
 Modeling Results
 Inver Grove Heights
 Water Resources Management Plan

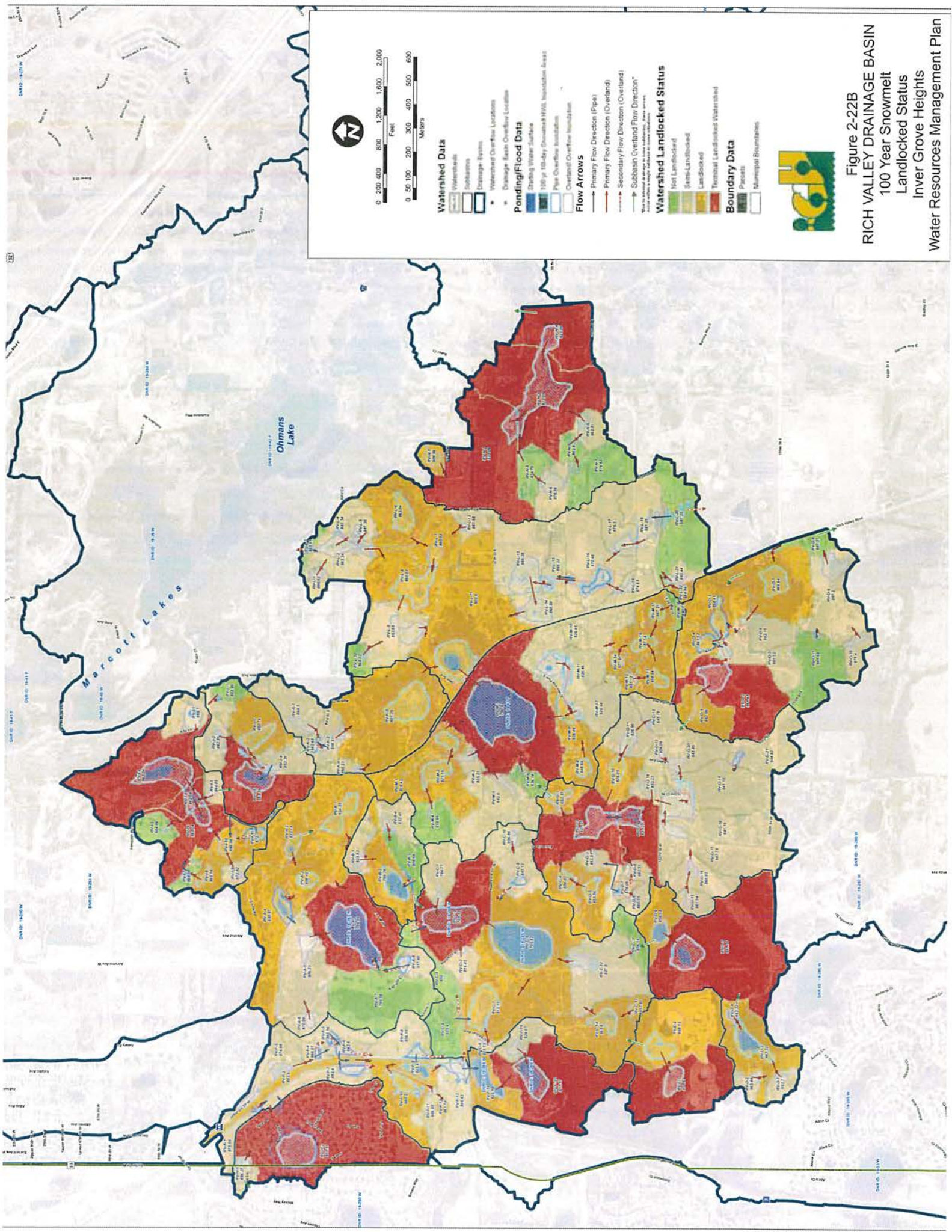


Figure 2-22B
RICH VALLEY DRAINAGE BASIN
 100 Year Snowmelt
 Landlocked Status
 Inver Grove Heights
 Water Resources Management Plan



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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Joint Powers Agreement (JPA) with Dakota County and the City of Eagan for a Feasibility Study and Preliminary Engineering for City Project No. 2015-08 – 70th Street from the Eagan Border to T.H. 3

Meeting Date: August 28, 2017
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:

- ☐ None
- ☐ Amount included in current budget
- ☐ Budget amendment requested
- ☐ FTE included in current complement
- ☐ New FTE requested – N/A
- ☒ Other: Local Improvement Fund

PURPOSE/ACTION REQUESTED

Resolution approving Joint Powers Agreement (JPA) with Dakota County and the City of Eagan for a feasibility study and preliminary engineering for City Project No. 2015-08 – 70th Street from the Eagan border to T.H. 3.

SUMMARY

The subject joint powers agreement (JPA) defines the division of responsibility between Dakota County, Eagan and Inver Grove Heights with regard to the completion of a feasibility study and preliminary engineering for City Project No. 2015-08. This project will be designed as a four-lane divided highway from T.H. 149 in Eagan to the roundabout that will be constructed at the intersection of 70th Street and T.H. 3 in 2018. See Exhibit 1. The design will identify right-of-way needs for the project, allowing final decisions to be made concerning the development of, and access to, adjacent parcels.

The study will also look at design alternatives for the relocation of the existing intersection of 70th Street (CSAH 26) and Argenta Trail (CSAH 63) to the future alignment of Argenta Trail.

This project is in the City's current CIP. Funding of the City's share of the feasibility study and preliminary (estimated to be \$130,000) is recommended to come from the Local Improvement Fund. I recommend that the City Council adopt this resolution approving the JPA.

SDT/kf

Attachments: Resolution
 JPA
 Exhibit 1

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A
JOINT POWERS AGREEMENT WITH DAKOTA COUNTY AND THE CITY OF EAGAN FOR
FEASIBILITY STUDY AND PRELIMINARY ENGINEERING FOR CITY PROJECT NO.
2015-08 – 70TH STREET FROM THE EAGAN BORDER TO T.H. 3**

WHEREAS, the City of Inver Grove Heights, the City of Eagan, and Dakota County desire to complete a feasibility study and preliminary engineering for the reconstruction of CSAH 26 (70th Street/Lone Oak Road) to a four-lane divided highway from T.H. 149 in Eagan to T.H. 3 in Inver Grove Heights; and

WHEREAS, the study will include the design of improvements to the intersection of 70th Street (CSAH 26) and Argenta Trail (CSAH 63 in Inver Grove Heights); and

NOW, THEREFORE, BE IT RESOLVED that the City of Inver Grove Heights enter into an agreement with Dakota County and the City of Eagan that defines the sharing of costs and the responsibilities of the three entities.

BE IT FURTHER RESOLVED, that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

BE IT FURTHER RESOLVED, that the City's share of the study costs shall be funded using Local Improvement Funds.

BE IT FURTHER RESOLVED, that the City shall utilize the results of the preliminary engineering to prepare a feasibility study for City Project No. 2015-08.

NOW, THEREFORE, BE IT RESOLVED that the Joint Powers Agreement with Dakota County (Contract No. C0029372) is approved.

Adopted by the City Council of Inver Grove Heights this 28th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Dakota County Contract Nos
C0029371 Eagan
C0029372 IGH

JOINT POWERS AGREEMENT FOR
FEASIBILITY STUDY AND PRELIMINARY ENGINEERING

BETWEEN

THE COUNTY OF DAKOTA,

THE CITY OF EAGAN

AND

THE CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY PROJECT NO. 26-54

CITY OF EAGAN PROJECT NO. 1275

CITY OF INVER GROVE HEIGHTS PROJECT NO. 2015-08

SYNOPSIS: Dakota County and the Cities of Eagan and Inver Grove Heights agree to conduct a feasibility study and preliminary engineering through 30% design for the construction of the 4-lane divided section of County State Aid Highway (CSAH) 26 from Trunk Highway (TH) 55/149 in Eagan to TH 3 in Inver Grove Heights, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; the City of Eagan, referred to in this agreement as "Eagan", and the City of Inver Grove Heights, referred to in this Agreement as "Inver Grove Heights" (collectively the "Cities"); and witnesses the following:

WHEREAS, under Minnesota Statutes Section 162.17, subdivision 1 and 471.59, subdivision 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to conduct a feasibility study and provide preliminary design to develop the County State Aid Highway (CSAH) 26 (Lone Oak Road/ 70th Street West) corridor from Trunk Highway (TH) 55/149 in Eagan to TH 3 in Inver Grove Heights, Dakota County (the "Project"); and

WHEREAS, the County and Cities have included this project in their Capital Improvement Programs and will jointly participate in the costs of said engineering.

NOW, THEREFORE, it is agreed that the County and the Cities will share project responsibilities and jointly participate in the project costs associated with the feasibility study and 30% preliminary engineering:

1. Administration. The County will enter into and administer the contract with a consulting firm, the consulting engineer, and will coordinate the preliminary engineering work of the consulting engineer with the Cities. Subject to the requirements of Section 10 below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.

2. Preliminary Engineering. "Preliminary "Engineering" shall be defined as engineering work completed through preliminary layouts, which includes, but is not limited to:

- a. Surveying and Mapping;
- b. Engineering Studies and Reports;
- c. Public Involvement Process;
- d. Environmental Reports;
- e. Traffic evaluation of various alternatives; and

- f. Preliminary Layouts (including Level 1 Layout as required by MnDOT)
- g. 30% final plan development for CSAH 26 from TH 55/149 to TH 3

for the CSAH 26 (Lone Oak Road/ 70th Street West) corridor from TH 55/149 in Eagan to TH 3 in Inver Grove Heights. The Cities and the County shall divide the project costs for the preliminary engineering as follows:

- the County shall be responsible for 55% of all project costs,
- the City of Eagan shall be responsible for 22.5% of the project costs excluding the costs for the concept layout for the CSAH 26/63 intersection in the City of Inver Grove Heights, and
- the City of Inver Grove Heights shall be responsible for 45% of the costs for the concept layout for the CSAH 26/63 intersection in the City of Inver Grove Heights and responsible for 22.5% of the remaining projects costs.

3. Storm Water and Hydraulic Engineering. If it is deemed necessary storm water and hydraulic engineering work outside of the County contract for the Project, the Cities may enter into separate contracts for the proposed work within their respective cities.

The Cities and the County shall divide the project costs for storm water and hydraulic engineering as follows:

- the County shall be responsible for 55% of the costs,
- the Cities shall be responsible for 45% of the costs within their respective City.

4. Right-of-Way Pre-acquisition. The County will prepare right of way maps for the required permanent and temporary highway and drainage easements for this project.

5. Plans and Specifications. A consulting firm will be selected by the County and the Cities as the consulting engineering firm to perform the Preliminary Engineering. The anticipated completion date of the Preliminary Engineering is May 31, 2018.

6. Project Cost Updates. The County will provide updated cost estimates to the City showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the County to the City at the following times:

- prior to contract award,
- prior to any mutually agreed upon change in scope to the consultant's contract as provided for in Paragraph 7, and

- Upon completion of the 30% plans.

7. Payment. The County will administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as the Project work progresses and when certified by the County Engineer. The County, in turn, will bill the Cities for their share of the Project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

8. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost participation must be approved by all parties prior to execution of work.

9. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.

10. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2018.

11. Rules and Regulations. The County and the Cities shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.

12. Indemnification. The County agrees to defend, indemnify, and hold harmless the Cities against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The Cities agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any tort claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any tort claims or actions filed against either party, nothing in this Agreement shall be

construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

13. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the Cities for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the Cities. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the Cities and any and all claims made by any third party as a consequence of any act or omission on the part of said Cities employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

14. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and each City relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and each City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement. Dakota County will be financially responsible for the cost of the audit.

15. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the Cities and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the improvements provided for in this Agreement.

16. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

Mark Krebsbach, Dakota County
Engineer (or successor)
14955 Galaxie Ave.
Apple Valley, MN 55124
Office: (952) 891-7102
Mark.Krebsbach@co.dakota.mn.us

John Gorder, City Engineer
(or successor)
City of Eagan
3830 Pilot Knob Road
Eagan, MN 55122
(651) 675-5000
JGorder@cityofeagan.com

Scott Thureen, Public Works Director
(or successor)
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Office: 651- 450-2500
sthureen@invergroveheights.org

*County Project 26-54
C0029371 Eagan and C0029372 IGH
August 9, 2017*

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF EAGAN

RECOMMENDED FOR APPROVAL:

City Engineer

By _____
Mayor

APPROVED AS TO FORM:

(SEAL)

City Attorney

By _____
City Clerk

Date _____

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Public Works Director

By _____
Mayor

APPROVED AS TO FORM:

(SEAL)

City Attorney

By _____
City Clerk

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

Mark Krebsbach
Its: County Engineer

By _____
Steven C. Mielke
Its: Physical Development Director

Date _____

APPROVED AS TO FORM:

Assistant County Attorney Date
KS-17-345; KS-17-346

COUNTY BOARD RESOLUTION

No. 17-_____ Date: August 22, 2017

Exhibit 1

City Project No. 2015-08

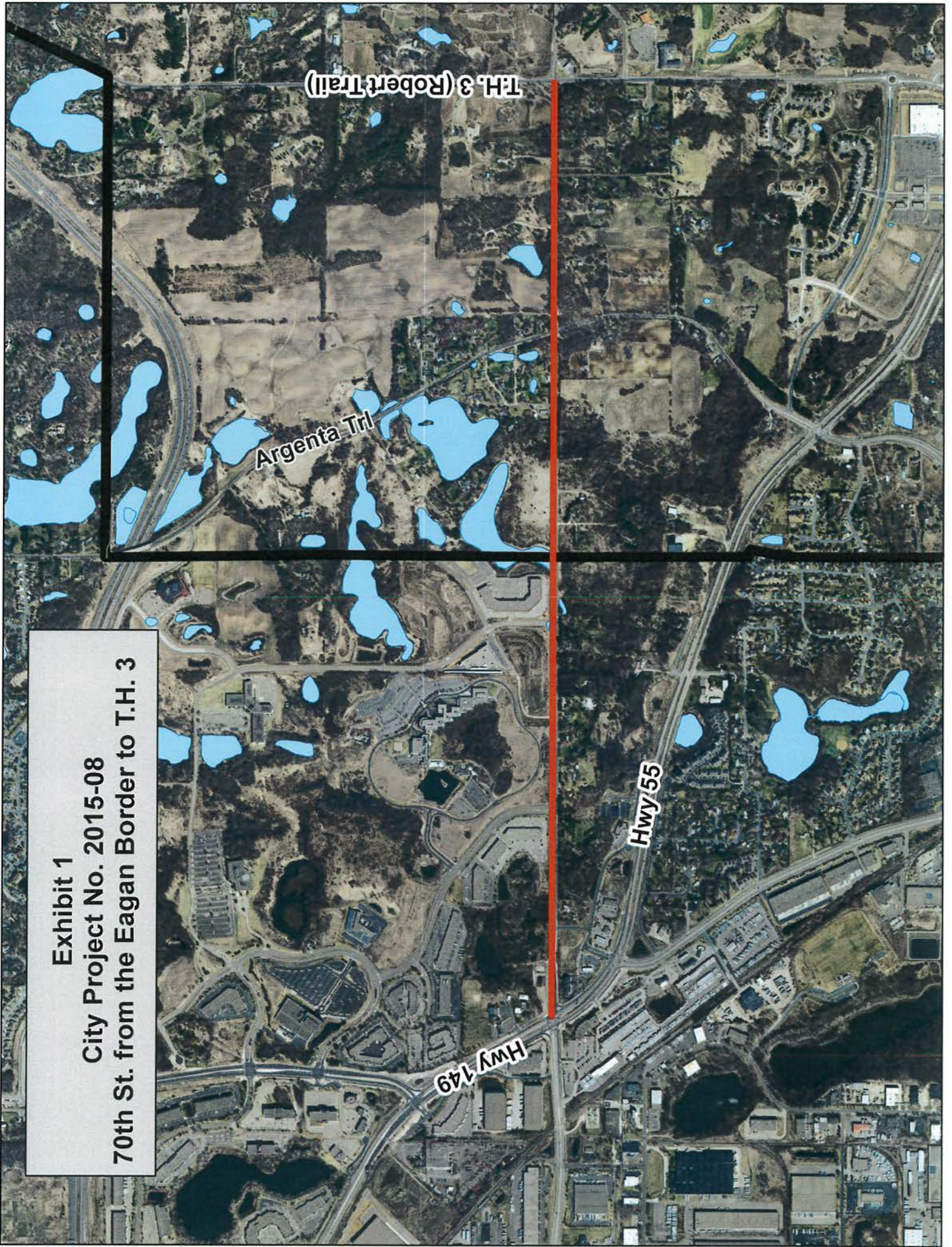
70th St. from the Eagan Border to T.H. 3

T.H. 3 (Robert Trail)

Argenta Trl

Hwy 55

Hwy 149



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Proposal from Northern Technologies (NTI) for Geotechnical Testing Services for the Review of Stormwater Conditions at 7376 Courthouse Boulevard

Meeting Date: August 28, 2017
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

SJK

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: NWA Stormwater

PURPOSE/ACTION REQUESTED

Consider accepting proposal from Northern Technologies (NTI) for geotechnical testing services for the review of stormwater conditions at 7376 Courthouse Boulevard.

SUMMARY

A proposal for geotechnical services was requested by staff to investigate potential groundwater conditions at 7376 Courthouse Boulevard. Staff has been contacted by the owner expressing concerns about runoff coming from the adjacent development (Blackstone Vista) which may be affecting Regional Basin W-006 on this site. He has also expressed concern about the possibility of infiltration practices activating an underground spring along the east side of the site. The City will be exploring the soil conditions to determine if a spring has been activated. This work will allow the review of potential options to address the issue.

Engineering Division recommends accepting the proposal and awarding a contract to NTI in an amount not to exceed \$1,600 for geotechnical testing services for the geotechnical investigation at 7376 Courthouse Boulevard.

TJK/kf

Attachments: Proposal from NTI
Map



NTI
NORTHERN
TECHNOLOGIES, LLC

6160 Carmen Avenue East
Inver Grove Heights, MN 55076
P: 651.389.4191 F: 651.389.4190
www.NTIgeo.com

Unearthing confidence™

July 20, 2017

City of Inver Grove Heights
Attention: Tom Kaldunski
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Proposal for Geotechnical Services
7376 Courthouse Boulevard
Inver Grove Heights, Minnesota
NTI Proposal P7672

We are pleased to submit our proposal to perform Geotechnical Services for the above referenced project. The purpose of this study is to collect representative soil samples and provide a factual geotechnical report. The project site is located at 7376 Courthouse Boulevard in Inver Grove Heights, Minnesota.

NTI understands that the purpose of the exploration is to investigate a historically wet area along the eastern boundary of the project site. There is the potential that the City may elect to install drain tile at an approximate elevation of 840 feet.

SCOPE OF WORK

The following is our proposed work scope based on the request for proposal provided by the City of Inver Grove Heights.

NTI will mark the proposed boring locations based upon the proposed locations indicated within the request for proposal document. We will make you aware of these field activities before proceeding to the site to allow you the option to notify any pertinent parties prior to NTI's field work.

NTI will contact the Minnesota "One-Call" system for clearance of public utilities within the area of the soil borings. NTI assumes that a representative of the owner will locate any existing private utilities that may be onsite. If the owner is unwilling or unable to locate the private utilities, NTI can provide a private locator. The cost of the locator would be a reimbursable expense and is not included within the fee indicated below. The total fee associated with the private locate services is based upon an hourly unit rate but typically ranges from \$200 to \$300 for a project of this scale.

Precision Expertise Geotechnical Materials

FARGO BISMARCK GRANDFORKS MINOT INVERGROVEHEIGHTS RAMSEY RAPIDCITY SIOUXFALLS



**Proposal for Geotechnical Services
7376 Courthouse Boulevard
Inver Grove Heights, Minnesota**

NTI will then mobilize a truck or ATV mounted drill to the site to drill three (3) borings. The boring depths are to vary from approximately 7 to 15 feet below existing grade.

The total lineal feet of drilling proposed is 31 feet. Borings may be terminated early if soil/bedrock conditions resulting in practical auger refusal are encountered prior to the proposed termination depths.

NTI has assumed that there is reasonable access to the proposed borehole locations. This would include slopes suitable for traversing with a geotechnical drill rig, safe working distances from utilities, removal of site obstructions that prohibit access to the proposed borehole locations, etc. In addition, drill rig access to the proposed boring locations may result in cracking of onsite pavements or sidewalks and rutting of site soils. NTI will take reasonable precautions to prevent such damage but repair and final restoration inclusive of settled borings shall be performed by others at no charge to NTI.

Soil sampling in the borings will be performed continuously to the termination depth of the borings. Soil sampling will be performed in general accordance with ASTM D 1586. A geotechnical engineer will visually classify field-collected samples in general accordance with ASTM D 2488. Each soil sample's color, relative moisture, SPT N-value, relative density, consistency and estimated compressive strength will be documented on soil boring logs.

We will measure for the presence of groundwater or lack thereof when we complete each soil boring. We will backfill the soil borings with soil cuttings or high solids bentonite grout to comply with current Minnesota Department of Health Regulations.

Upon completion of the field and laboratory work, a factual geotechnical engineering report will be prepared. The report will include the logs of the borings and location drawing along with a summary of the field exploration procedures and soils observed within the boreholes.

DELIVERABLES

NTI will provide an electronic PDF copy of the final report to the client. Two bound hard copies are available upon request.

COST

We will perform the base geotechnical exploration and report described above for a fixed fee of \$1,600.

As of July 1, 2017, MDH has modified the requirements for abandonment of geotechnical soil bore holes. The new mandate requires that a bore hole sealing report is submitted for each site where borings deeper than 15 feet have been performed. Additionally, all borings 15 feet or greater in depth must be grouted. This proposal includes our fee for these additional requirements.



Proposal for Geotechnical Services
7376 Courthouse Boulevard
Inver Grove Heights, Minnesota

SCHEDULE

Upon receiving authorization to proceed, the field work will typically begin in approximately 7 to 10 business days and will take approximately ½ day to complete. The report will be issued to you within 5 to 7 business days of completion of the field work. Boring logs and verbal information regarding our findings can be provided within 2 to 3 days after the field work has been completed.

ACCEPTANCE

Please indicate your acceptance of this proposal by signing on the signature block below, and returning a copy to us. The attached General Conditions are an integral part of this proposal. This proposal is effective until October 30, 2017.

We thank you for the opportunity of submitting this proposal and look forward to working with you through both the design and construction phase of this project. If you have any questions regarding this proposal please contact the undersigned at 763-433-9175.

NORTHERN TECHNOLOGIES, LLC

CITY OF INVER GROVE HEIGHTS

Ryan M. Benson, P.E.
Regional Manager/Principal Engineer

By: _____

Attachments: General Conditions

Printed Name: _____

Title: _____

Date: _____



GENERAL TERMS & CONDITIONS

1.0 CONTRACT

- a. The foregoing Proposal and these General Terms and Conditions constitute the contract (hereinafter, "Contract") between Northern Technologies, LLC, (hereinafter, "NTI") and the party signing the Client Authorization (hereinafter, "Client")
- b. If Client directs NTI to proceed with Services (as defined below) prior to execution of this Contract, or if Client allows NTI to continue with Services after having received this Contract, it is understood that each party is bound by the terms and conditions of this Contract whether or not Client has signed this Contract.

2.0 SERVICES

- a. NTI will provide Client with the services specified in the Proposal (hereinafter, "Services" or "Scope of Services") in accordance with the Contract's terms. Services enumerated in writing in the Contract are considered Basic Services. Services not specifically enumerated in writing in the Contract are not included in the scope of NTI's Services and are not NTI's responsibility.
- b. Should the need arise for NTI to expand our services in response to conditions or events outside our control, NTI would, under Client's direction, submit a separate proposal providing such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation for Basic Services.
- c. NTI will provide Services to Client as an independent contractor and not as the Client's employee, agent, partner, or joint venturer.
- d. NTI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. If, while performing the Services any hazardous substances or conditions are discovered or encountered that pose unanticipated risks or costs, it is agreed that the scope of Services, time schedule and the estimated Contract costs shall be reconsidered and that this Contract may, at NTI's option, be re-negotiated or terminated. If the Contract is so terminated, Client shall pay NTI for the Services performed up to the date of termination plus NTI's reasonable termination and demobilization costs and expenses.
- e. If NTI's performance of the Services is delayed by Client or by any other circumstance beyond NTI's direct and reasonable control, then the time for NTI's completion of the Services shall be automatically extended based upon the duration and impact of each such delay and NTI shall be entitled to additional compensation from Client

3.0 GENERAL RESPONSIBILITIES

- a. NTI shall not be responsible for the performance of any activity or obligation other than the Services specified in the Contract, and NTI's performance shall not be construed as relieving Client or any third party of their responsibilities. NTI shall have no responsibility for, or any liability pertaining to: (1) the superintending, supervising, or directing of the work of any independent contractor, agent or employee of Client or any third party; or (2) the results or consequences of work performed by any such independent contractor, agent or employee of Client or any third party; or (3) any claims or allegations of rights by any person or party other than Client relating to NTI's Services; or (4) for job site safety at the location which is the subject of this Contract (hereinafter, "Site").
- b. NTI will be responsible for obtaining only those government permits, approvals and authorizations that are specified in the Scope of Services of the Contract. NTI is not responsible for project delays, damages or impacts due to the government's failure to issue said permits in a timely fashion.
- c. Unless otherwise expressly agreed by NTI and Client in writing NTI's performance of its Services is solely and exclusively for the benefit of the Client and no party other than Client shall be entitled to rely upon any documentation, representation, report, statement or service made or performed by NTI.

4.0 CLIENT RESPONSIBILITIES

- a. Client will make available to NTI all known information regarding existing and proposed requirements which affects the work, including but not limited to: specifications, contracts, recommendations, plans and change orders.

- b. Client will immediately transmit to NTI any new information that becomes available to Client or Client's contractors or subcontractors, so that recommended actions can be reviewed.
- c. Client will provide a representative to answer questions about the project when required by NTI upon 24-hour notice.
- d. Client will not hold NTI liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by or on behalf of Client, and Client will indemnify NTI against liability arising out of or contributed to by such information.
- e. NTI shall be entitled to additional compensation for all extra work caused by or resulting from the failure of the information provided to accurately describe the Site conditions.
- f. With the exception of those specified as NTI's responsibility in the Scope of Services, Client shall timely obtain all necessary permits, governmental approvals and access agreements to allow NTI and its agents access to the Site and any buildings thereon.
- g. Client is responsible for notifying property owner(s) of the nature, scope and timing of NTI's work, along with any potential damage that may occur during the execution of said work.
- h. Client shall provide reasonable safe access to the proposed location of work including but not limited to slopes, distance from unities, removal of site obstructions, etc.

5.0 NTI RESPONSIBILITIES

- a. NTI will perform its Services consistent with the level of care and skill ordinarily exercised by members of the geotechnical and materials testing profession currently practicing under similar conditions (the "Standard of Care"). No warranty of any kind, expressed or implied, is made by NTI.
- b. NTI will be responsible for its data, interpretation and recommendations, but will not be responsible for interpretation by others.
- c. NTI will take reasonable precautions to prevent damage to property. However, unless specifically included in the Scope of Services NTI will not be responsible for the repair or cost of repairs of property including but not limited to pavements, turf, walks, vegetation, utilities, irrigation, buildings or any other site improvements.

6.0 INSURANCE

- a. NTI will carry worker's compensation insurance and public liability, property damage, and errors and omissions insurance policies, which NTI considers adequate. In addition to any other limitations set forth in this Contract, it is agreed that in no event will NTI be responsible for loss, damage or liability beyond the limits and conditions of NTI's available insurance. NTI will not be responsible for any loss or liability arising from the negligence of Client or by other persons or entities employed by Client.

7.0 COMPENSATION

- a. NTI's Proposal specifies if the fee is a fixed fee or an estimate based on set rates. Unless specifically stated in the Proposal Client acknowledges that the fee estimate will not be construed to be a maximum or not to exceed amount.
- b. NTI will submit invoices to client monthly, and a final invoice upon completion of Services. Invoices will show charges based on current NTI Fee Schedule or other basis agreed upon in writing. A detailed separation of charges and backup data will be provided at Client's request.
- c. Client shall notify NTI immediately if there are any issues relating to the invoice format, amounts, name of responsible party or any other factors preventing payment of the invoice as submitted.
- d. Unless specifically stated in the Proposal, NTI's fees will not be subject to retainage.
- e. Unless specifically stated in the Proposal, payment of invoices for NTI Services shall not be contingent upon project financing or payments received by the Client from other parties.
- f. The Client will pay the balance stated on the invoices unless Client notifies NTI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. NTI will strive to resolve Client's concerns in a timely manner as long as the balance of the invoice is paid within the terms of this Contract. In



GENERAL TERMS & CONDITIONS

the event Client fails to bring a billing dispute to NTI's attention within the 15-day period, Client waives the right to later dispute the invoice.

- g. Payment is due upon receipt of invoice and is considered past due thirty (30) days from invoice date. On past due accounts, Client will pay a late charge of 1.5(%) per month, or the maximum allowed by law.
- h. In the event Client fails to pay NTI within sixty (60) days following invoice date, NTI may consider the default a total breach of this Contract and all duties of NTI under this Contract will be terminated.
- i. Partial payments received will first be applied to accrued late charges, then expenses and then to the principal balance.
- j. Client agrees that NTI may increase its billing rates/fees on each anniversary of this Contract.

8.0 OWNERSHIP OF DOCUMENTS / SAMPLES

- a. The Client acknowledges that the reports, data, plans, specifications, representations, correspondence and all other documents prepared by NTI as part of its Services under this Contract (collectively referred to as "Documentation") are instruments of NTI's service to Client. Client agrees to save, defend, indemnify and hold NTI and its officers, directors, shareholders, employees and agents harmless from and against all claims, damages, losses and related expenses (including, without limitation, all reasonable attorney fees, disbursements, expert witness fees and all costs of court and litigation) in any manner arising from or pertaining to: (a) any re-use of the Documentation without the prior written authorization of NTI or, (b) claim(s) by any third party (other than Client) to whom Client distributed or provided any of the Documentation, either directly, through an agent, or by requesting that NTI provide it to the third party, without the prior written authorization of NTI.
- b. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- c. NTI will retain all pertinent records concerning Services performed for a period of two (2) years after the report is sent; during that time the records will be made available to the Client during NTI's normal business hours.
- d. NTI will retain representative samples for 30 days after submission of NTI report. Upon request by Client, samples can be shipped, charges collect, to destination selected by Client; or NTI can store them for an agreed upon storage charge.

9.0 DISPUTES

- a. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Contract, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to litigation.
- b. In the event of any litigation arising out of or relating to this Contract or the Services, the prevailing party shall be entitled to reasonable attorneys' and experts' fees, court costs and other costs of collection including NTI's labor costs in connection with the prosecution of any collection lawsuit.

10.0 LIMITATION OF LIABILITY

- a. CLIENT understands that the Services provided by NTI involve the application of scientific and technical skill, judgment and discretion that is not an exact science and that NTI cannot and does not guaranty the results of its Services. Instead, NTI agrees to perform the Services according to the Standard of Care.
- b. NTI's liability to the Client and all contractors and subcontractors on the project, for damages due to professional negligence, negligence or breach of any other obligation to Client or others, will be limited to an amount not to exceed \$20,000 or NTI's fee, whichever is less.
- c. Client will notify any contractor or subcontractor who performs work in connection with any work done by NTI of the limitations of liability for design defects, errors, omissions, or professional negligence, and to require as a condition precedent to their performing their work, a like indemnity and limitations of liability on their part as against NTI.

In the event the Client fails to obtain a like limitation and indemnity, Client agrees to indemnify NTI for any liability to any third party.

- d. NTI shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control. Additionally, in no event shall NTI be liable or responsible to Client or any other person for any consequential, special, incidental, exemplary, or punitive damages, including but not limited to, governmental fines, penalties or liabilities, lost profits or other economic loss (whether arising from negligence, errors, omissions, breach of contract, breach of warranty, tort, strict liability or otherwise), resulting from any claimed defect or deficiency in the Services provided by NTI or any failure by NTI to provide Services.

11.0 TERMINATION

- a. This agreement may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven days. Upon termination, other than for NTI's default, NTI will be paid for Services rendered plus reasonable termination expenses.
- b. If the Contract is terminated prior to completion of all reports contemplated by the agreement, or suspended for more than three (3) months, NTI may complete analysis and records as are necessary to complete its files and may complete a report on the Services performed. Termination or suspension expenses will include direct costs of completing analysis, records and report.

12.0 ASSIGNS

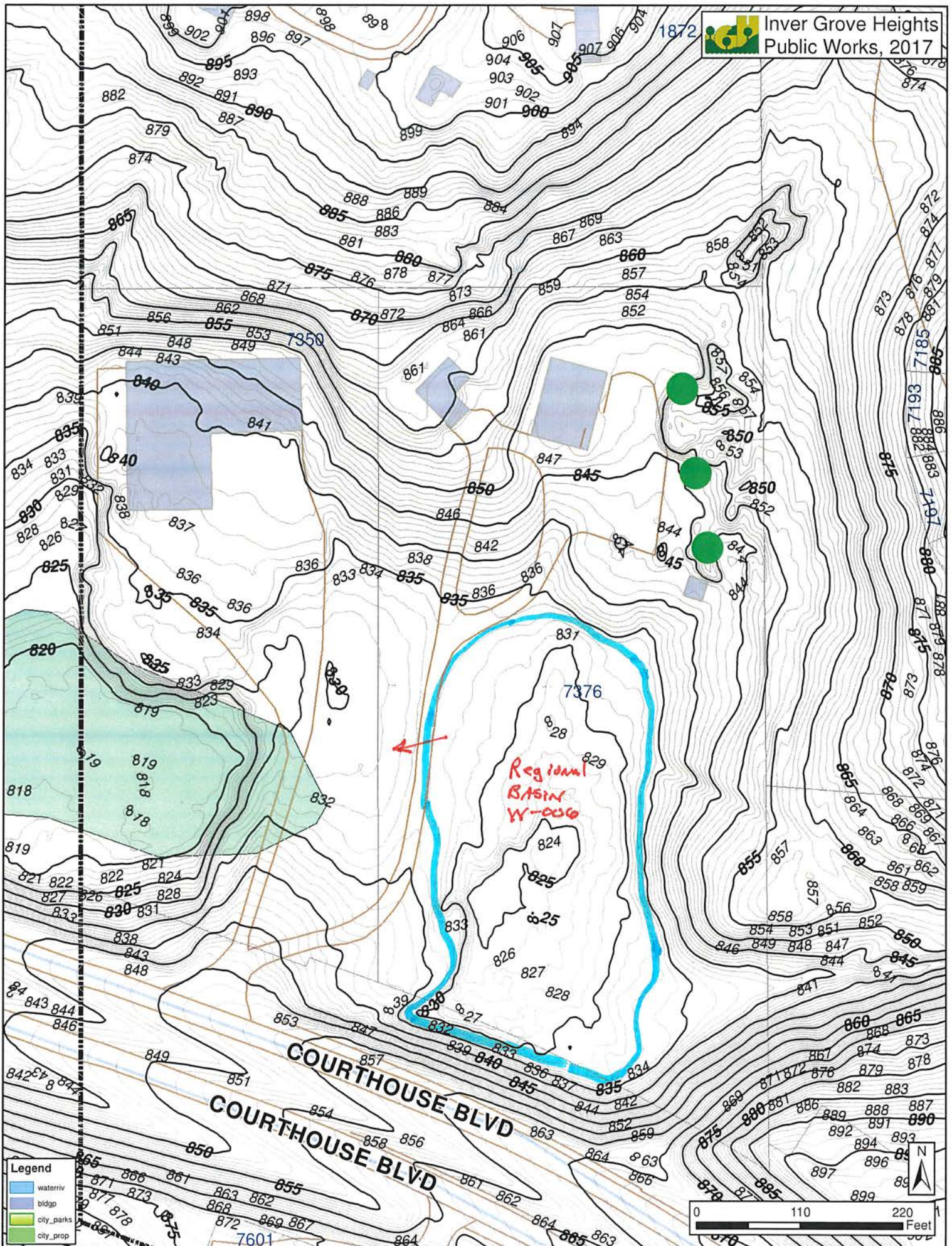
- a. Neither party may assign duties or interest in the Contract without the written consent of the other party.

13.0 MISCELLANEOUS

- a. If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- b. This Contract is the entire agreement between NTI and Client and it supersedes all prior written or oral agreements with respect to the subject matter hereof. No amendment or assignment of the Contract shall be effective unless agreed to in a writing signed by authorized representatives of both parties.
- c. The provisions of this Contract relating to the limitation of liability and damages, warranties, indemnification, use of plans, specifications, reports and all other Documentation provided by NTI and those specifying choice of law, dispute resolution, notice, waiver, and severability shall survive termination of this Contract.
- d. The terms of this Contract and its enforcement and interpretation shall be governed by the laws of the state where the project is located. If any provision of this Contract is determined to be unlawful, invalid or unenforceable, that provision shall be severed from the Contract and shall not render this Contract, or any other of its other provisions, unlawful, invalid or unenforceable.

14.0 PRE-LIEN NOTICE

- a. By signing this Contract Client represents and warrants that it either owns fee title to, or has the legal right to direct NTI to perform Services in connection with, the site of the project and that there is presently nothing to prevent NTI from filing a lien against the site of the project.
- b. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- c. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Authorizing Staff to Secure an Appraisal for City Stormwater Basin W-006 – 7376 Courthouse Boulevard

Meeting Date: August 28, 2017
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

SJS

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: NWA Stormwater Management Funds

PURPOSE/ACTION REQUESTED

Consider a resolution authorizing staff to secure an appraisal for City Stormwater Basin W-006 – 7376 Courthouse Boulevard.

SUMMARY

The City is reviewing the potential cost for acquiring an easement on Regional Basin W-006 as outlined in the NWA Stormwater Manual dated July 2006. The City has been in contact with the landowners and they expressed interest in working with the City to secure an easement.

Staff contacted firms that provide appraisal services requesting a proposal for a land appraisal. The appraisers have the expertise and local knowledge to provide these services. Mr. Sean Butts was provided the appraisal services on 65th Street's Trunk Watermain Loop project. He will provide the requested appraisal for \$3,200.

I recommend approval of the resolution authorizing staff to enter into an agreement to procure this appraisal for the City's Regional Stormwater Basin W-006.

TJK/kf

Attachment: Resolution
Sean Butts Appraisal Services Proposal
Regional Basin W-006 Map

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING STAFF TO PROCURE AN APPRAISAL FOR EASEMENTS AT
NWA REGIONAL BASIN W-006 LOCATED AT 7376 COURTHOUSE BOULEVARD**

WHEREAS, the City has been in discussions with the landowners about Regional Basin W-006 and other drainage issues on the site at 7376 Courthouse Boulevard; and

WHEREAS, the City will review the feasibility of securing the easements in this area for stormwater facilities of regional significance; and

WHEREAS, City staff is requesting authorization to secure an appraisal for said easements.

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

1. The City Engineer is hereby authorized to enter into an agreement to procure an appraisal for an easement on Regional Basin W-006 and on an easement that may be secured from the landowners for other regionally significant drainage features.
2. The City Attorney is hereby authorized to provide his services, as needed.
3. The City Engineer is hereby authorized to negotiate.

Adopted by the City Council of Inver Grove Heights this 28th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

August 11, 2017

Delivered by email: tkaldunski@invergroveheights.org

Tom Kaldunski
City Engineer
City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

RE: Douglas & Gretchen Schaaf Property
Proposed Stormwater Ponding and Drainage Easement
7376 Courthouse Boulevard
Inver Grove Heights, MN 55077
PID No. 20-00700-28-012

Dear Mr. Kaldunski,

Thank you for the opportunity to provide a proposal for appraisal services for this project. As I understand, you need a before and after appraisal of the above property for the purposes of securing a drainage easement on the land. Based on my investigation, an appraisal of the *land only* would be appropriate in this instance. I can provide an appraisal report on the land for this purpose, for a **fee of \$3,200.**

The purpose of the appraisal will be to provide an opinion of the fee simple market value of the property before and after the proposed easement taking. The report will be delivered in the Appraisal Report format, in compliance with the reporting requirements of Standards Rule 2 -2 (a) of USPAP).

Timing of delivery would be September 29, 2017, or 30 days from engagement, *if the engagement occurs after September 1, 2017.* This timeline assumes that all information necessary to complete the appraisal will be available at the commencement of the assignment, and no outside delays are encountered.

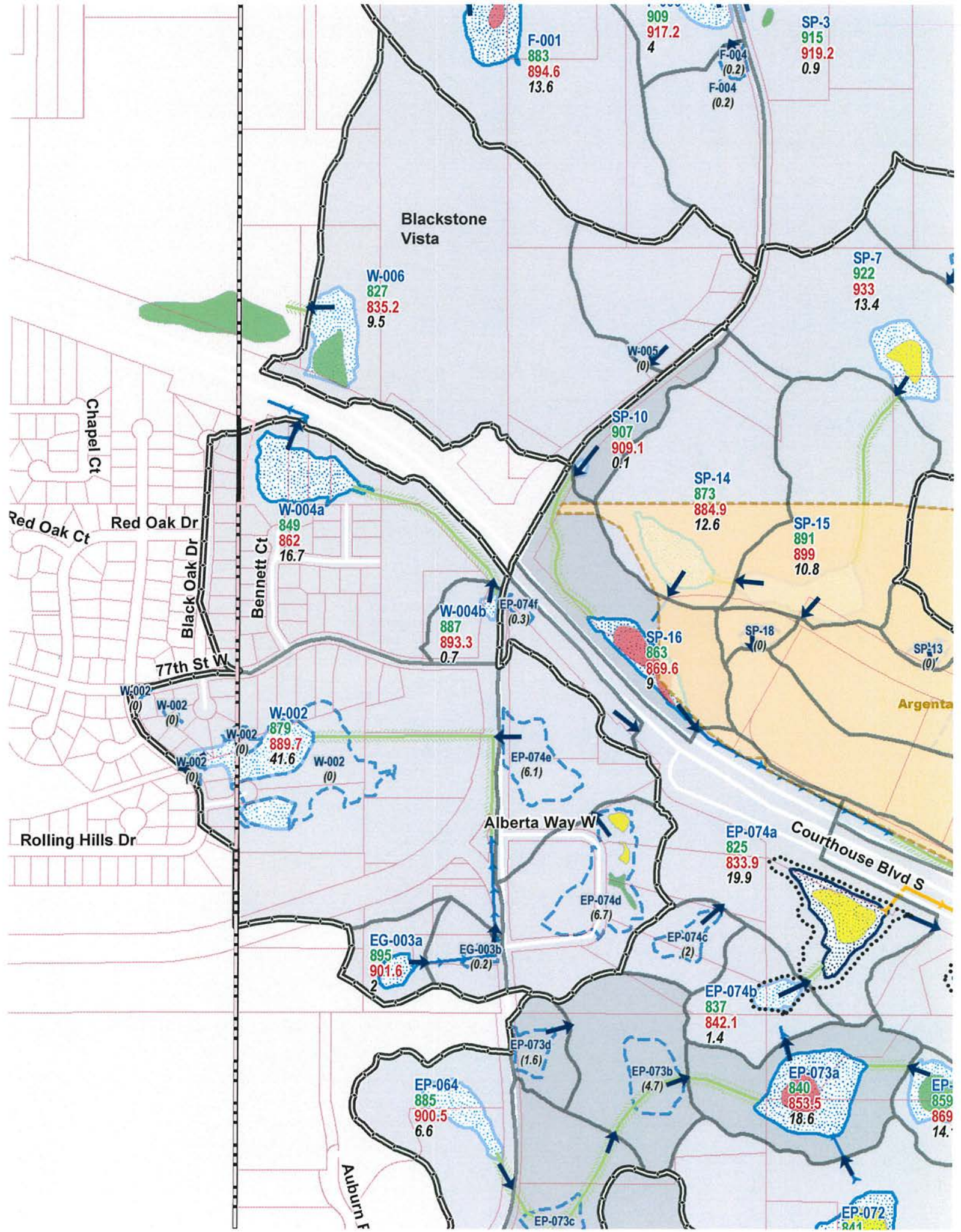
Please contact me at your convenience if you have any questions or should require any additional information.

Sincerely,



Sean P. Butts
Certified General Appraiser
MN License No. 4003334

Sean Butts Appraisal Services
6410 208th Street North, Forest Lake, MN 55025
Phone: 651-235-0874 || Email: spbutts@icloud.com



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Stormwater Facilities Maintenance Agreement for Dakota Pediatrics, 5975 Carmen Avenue

Meeting Date: August 28, 2017
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

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 Stormwater Facilities Maintenance Agreement (SWFMA) for Dakota Pediatrics, 5975 Carmen Avenue.

SUMMARY

The owner of Dakota Pediatrics was required to add additional means of treating stormwater to their site to accommodate their site improvements as part of the site's redevelopment.

The owner, Robert Deeb, has agreed to execute a SWFMA for an infiltration basin to be constructed on a City drainage and utility easement in the adjacent property owned by Parkview Manor. Parkview Manor has been contacted with regard to these stormwater improvements by Dakota Pediatrics.

The owner of Dakota Pediatrics has provided the required grading and erosion control plans. Dakota Pediatrics provided a \$1,750 engineering escrow. They have also signed the Stormwater Facilities Maintenance Agreement (attached). A vegetative escrow of \$1,500 has been submitted to ensure proper vegetative establishment within the garden. Dakota Pediatrics is responsible for the operations and maintenance of these stormwater facilities.

It is recommended that the City Council approve the Stormwater Facilities Maintenance Agreement for Dakota Pediatrics, 5975 Carmen Avenue.

TJK/np

Attachments: Storm Water Facilities Maintenance Agreement

STORM WATER FACILITIES MAINTENANCE AGREEMENT
RELATING TO PROPERTY LOCATED AT
5975 CARMEN AVENUE E., INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 25th day of August, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Robert J. Deeb, a single person (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 Robert J. Deeb, a single person, and his 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 or located within the public drainage and utility easement dedicated on the east side of Lot 1, Block 1, Parkview Manor which adjoins the Landowner Property:

Any existing or future outlet control structure, storm water outlet pipe, curb inlet pre-treatment device, infiltration basin, overflow pipes, drainage swales, drain tiles, manholes, catch basins, vegetation and related appurtenances lying within the Landowner Property or lying within the public drainage and utility easement dedicated on the east

side of Lot 1, Block 1, Parkview Manor, Dakota County, Minnesota which adjoins the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means collectively the Site Plan (C2.0), Grading Plan (C3.0), Utility Plan (C4.0), Landscape Plan (L1.0 and L1.1), SWPPP – Proposed Conditions (SW1.1), SWPPP – Details (SW1.2) and SWPPP – Narrative (SW1.3) all prepared by Civil Site Group dated November 9, 2016 and approved by the City Engineer on November 10, 2016 and on November 1, 2016. The Storm Water Facility Plan is on file with the City.

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:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner. In case the fee title owner or any successor owner of the property legally described on Exhibit A attached hereto, shall convey or otherwise dispose of any portion thereof to another person, such other person shall in its own name thereupon be and become the Responsible Owner hereunder and shall assume fully and be liable upon all liabilities and obligations of this Agreement to be performed by the Responsible Owner which exist on the date of conveyance or which first arise after the date of conveyance; and such original Responsible Owner or successor owner shall, from and after the date of conveyance, be free of all liabilities and obligations not then incurred.

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner is making parking lot improvements to the Landowner Property and the City is requiring Landowner construct the Storm Water Facilities in connection with the parking lot improvements. Due to the topographical nature of the Landowner Property, stormwater collected from the impervious surface on the Landowner Property naturally flows to the west downhill onto the property adjoining the Landowner Property legally described as Lot 1, Block 1, Parkview Manor, Dakota County, Minnesota.

Recital No. 3. There is a public drainage and utility easement dedicated on the plat of Parkview Manor located on the east side of Lot 1, Block 1, Parkview Manor which adjoins the Landowner Property. The public drainage and utility easement dedicated on the plat of Parkview

Manor is located on the east side of Lot 1, Block 1, Parkview Manor and is not located on the Landowner Property. Landowner does not own the property that contains the public drainage and utility easement dedicated on the plat of Parkview Manor located on the east side of Lot 1, Block 1, Parkview Manor.

Recital No. 4. Due to the unique natural flowage of stormwater from the west side of the Landowner Property onto the east side of the adjoining property identified as Lot 1, Block 1, Parkview Manor, the City is allowing Landowner to construct the Storm Water Facilities within the public drainage and utility easement dedicated on the plat of Parkview Manor located on the east side of Lot 1, Block 1, Parkview Manor.

Recital No. 5. The City is willing to approve the parking lot improvements being made to the Landowner Property if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 6. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of constructing and maintaining the Storm Water Facilities, notwithstanding the fact that some of the Storm Water Facilities will be located within the public drainage and utility easement dedicated on Lot 1, Block 1, Parkview Manor.
- 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 September 1, 2017, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole cost and expense of Responsible Owner at a location and in a configuration as approved by the City.

The City hereby grants to the Responsible Owner a right and license to enter the public drainage and utility easement located on the east side of Lot 1, Block 1, Parkview Manor adjoining the Landowner Property for the purpose of constructing the Storm Water Facilities and for the purpose of perpetual maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The City affirmatively represents and warrants to the Landowner and the Responsible Owner that the City has the right and license to enter the aforementioned drainage and utility easement, and further that it has the ability to so grant the Responsible Owner said right and license to enter onto said land, as well as to construct and maintain the Storm Water Facility. 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.

3.2 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. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities 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. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities exists even though the Storm Water Facilities are located within a public drainage and utility easement dedicated on Lot 1, Block 1, Parkview Manor and even though the Storm Water Facilities are located on property not owned by the Landowner, namely, Lot 1, Block 1, Parkview Manor.

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. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.

- ii.) Responsible Owner 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. Whenever requested by the City in writing, but no more than once annually, the Responsible Owner shall provide the City with test results of the discharge.
- 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. Responsible Owner has prepared an Operations & Maintenance Plan to show how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The 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. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iv.) The Landowner and Responsible Owner shall provide the following information to the City after completion of the Storm Water Facilities:
 - a. Contact information for the Responsible Owner;
 - b. As built plans of the Storm Water Facilities;
 - c. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - d. 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.

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 commence the cure of the default within thirty (30) days and complete the cure with reasonable promptness, subject to delays beyond the Responsible Owner's control. 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 reasonable 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 reasonable, and 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 thirty (30) 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, 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 are within public drainage and utility easements.

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 Indemnification of Landowner and Responsible Owner. City shall indemnify, defend and hold the Landowner and the Responsible Owner, its/their 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 Landowner or the Responsible Owner incur or suffer, which arise out of, result from or relate to:

- a.) any claims of adjoining land owners that the Storm Water Facility Plan exceeds the easement rights of the City.

3.10 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be

construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner shall deposit \$1,750 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 Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

Subject to Section 4.2, upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

4.2 Additional Escrow Amount for Turf Establishment. The Landowner shall deposit \$1,500 in cash with the City (hereinafter "Additional Escrow Amount") contemporaneously with the execution of this Agreement. The Additional Escrow Amount shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping associated with the Storm Water Facilities in the event such problems and deficiencies arise. The City may use the Additional Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

- a.) all of the landscaping and vegetation has been established to the reasonable 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 Additional Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5
CITY'S COVENANTS

5.1 Approval of Improvement Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Engineering Memo dated October 13, 2016 relating to the parking lot improvements and Storm Water Facilities are met, the Council will approve the improvement plans for the Landowner Property.

ARTICLE 6
MISCELLANEOUS

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

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

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

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

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

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

If to City:

City of Inver Grove Heights
Attention: City Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Landowner:

Robert J. Deeb
5 Dorset Road
Mendota Heights, MN 55120

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.

6.7 Recording. This Agreement shall be recorded against the Landowner Property even though the Storm Water Facilities are located on property lying outside of the Landowner Property. This Agreement is being recorded against the Landowner Property because the Landowner has the obligation for construction and perpetual maintenance of the Storm Water Facilities.

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Robert J. Deeb

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of August, 2017, by Robert J. Deeb, a single person.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

South 249 feet of the East 215 feet of the South Half of the Southwest Quarter of the Southwest Quarter (S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$), except the East 40.00 feet thereof, all in Section Thirty-Four (34), Township Twenty-Eight (28), Range Twenty-two (22), according to the recorded plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN



Stormwater Best Management Practice
Operations and Maintenance Plan

Project Name: Dakota Pediatrics
Property Address: 5975 Carmen Avenue
Inver Grove Heights, MN 55076
Date: 11/01/2016

NOTE: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL OPERATION AND MAINTENANCE (O & M) OF THE STORMWATER FACILITIES ON THE SITE. THE OWNER SHALL MEET ALL REQUIREMENTS OF THE O & M AGREEMENT AND SUBMIT A COPY OF AN O & M REPORT TO THE SITE BY DECEMBER 31ST OF EACH YEAR. THE REPORT FORM IS THE LAST PAGE OF THIS DOCUMENT.

INDEX

1. BMP Location Map
2. BMP Inspection Activities
3. BMP Maintenance Activities
4. BMP Inspection and Maintenance Report – Inver Grove Heights Standard Form

2. INSPECTION ACTIVITIES

InspectionActivity	Recommended Inspection Frequency	Outcomes/Actions
1. Visual inspection for trash and debris in pretreatment devices and bioretention basin	Monthly and following large storm events	Notify maintenance staff/contractor of need for debris removal (See Maintenance Activity 1)
2. Sediment accumulation in pretreatment devices and bioretention basin	Every 3-6 months depending on drainage area conditions	Notify maintenance staff/contractor of need to remove sediment when depth exceeds 4" in the bottom of the pipes (See Maintenance Activity 2)
3. Oil accumulation in pretreatment devices and bioretention basin	Every 3-6 months or following a known oil or gasoline spill	Notify maintenance staff/contractor of need to remove oil when a layer of oil/gasoline develops on water surface in device (See Maintenance Activity 3)
4. Visual inspection of internal components of pretreatment devices, piping and outlet control structure	As part of all inspection visits	Notify maintenance staff/contractor of any broken or missing components of device (See Maintenance Activity 4)
5. Visual inspection of pond vegetation	As part of all inspection visits	Notify maintenance staff/contractor of any broken or missing components of device (See Maintenance Activity 5)

** For additional information, see the MPCA Stormwater Manual, 2005
<http://www.pca.state.mn.us/water/stormwater/stormwater-manual.html>

3. MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance By
1. Trash and debris removal from device	As needed per inspection	Remove trash and debris from structure as outlined by manufacturer's recommendation	By owner unless designated
2. Sediment removal	Every 6 months or when sediment accumulation exceeds 4" in the bottom of the system	Remove accumulated sediment from device per the manufacturer's recommendations	By owner unless designated
3. Oil removal	Remove oil from water surface by using vac truck	Remove oil from water surface using vac truck	By owner unless designated
4. Clean/fix device components	As part of all inspection visits	Dependent on type of damage; Repair structures per manufacturer's recommendations	By owner unless designated
5. Weed and replant pond vegetation	As part of all inspection visits	Weed and replant pond vegetation	By owner unless designated

** For additional information, see the MPCA Stormwater Manual, 2005
<http://www.pca.state.mn.us/water/stormwater/stormwater-manual.html>

Local Maintenance Contractors

Charlie Wilson
 Minnesota Utilities & Excavating
 (651) 464-5532

Jesse Wilcox
 Carl Bolander and Sons
 (651) 224-6299

EXHIBIT C
ANNUAL INSPECTION FORM

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

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located on Lot 5, Glenn Clarke Homestead (Inver Grove Toyota)

Meeting Date: August 28, 2017
Item Type: Consent
Contact: Thomas J. Kaldunski, City Engineer *TJK*
Prepared by: Thomas J. Kaldunski, 651.450.2572
Reviewed by: Scott D. Thureen, Public Works Director *SDT*

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 an agreement related to a fence encroaching within a drainage and utility easement located on Lot 5, Glenn Clarke Homestead (Inver Grove Toyota).

SUMMARY

The owner of Lot 5, Glenn Clarke Homestead, Inver Grove Toyota, has requested to install a fence in an existing drainage and utility easement on their property. There is a sanitary sewer line within this drainage and utility easement. The owner has agreed to accept responsibility for removing the fence if the sanitary sewer line ever needs to be repaired or replaced. The location and design of the fence will keep the property owner in compliance with the City's Obstruction Policy. An engineering escrow of \$500.00 has been provided to cover attorney fees.

A copy of the signed encroachment agreement is attached. It is recommended that the City Council approve the Easement Encroachment Agreement for Lot 5, Glenn Clarke Homestead (Inver Grove Toyota).

TJK/mdw

Attachments: Easement Encroachment Agreement

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT LOCATED ON
LOT 5, GLENN CLARKE HOMESTEAD, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT (Agreement) is made this 28th day of August, 2017, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and LKMCD Properties, LLC, a Minnesota limited liability company (hereafter collectively referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

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

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

1.3 Subject Land. "Subject Land" means that certain real property located at 4600 Akron Avenue in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 5, Glenn Clarke Homestead, except the South 274.8 feet thereof, according to the plat thereof, Dakota County, Minnesota.

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

The Permanent Utility and Drainage Easement dated June 17, 2009 recorded on June 23, 2009, as Dakota County Document No. 2666167 with the Dakota County Recorder, Dakota County, Minnesota.

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

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

ARTICLE 2 **RECITALS**

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

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

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

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

- a.) The Landowner constructs and 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 Landowner's own cost, is hereby authorized by the City to construct the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

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

The Landowner shall comply with all required City setbacks 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 Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City

shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

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

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

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

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

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER
LKMCD PROPERTIES, LLC**

By: _____
Stephen McDaniels
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Stephen McDaniels, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of LKMCD Properties, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of LKMCD Properties, LLC by authority of the Board of Governors of LKMCD Properties, LLC.

Notary Public

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

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

EXHIBIT A
CONSTRUCTION PLAN



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Agreements for Inver Grove Hotel (Lot 2, Heartland Addition)

Meeting Date: August 28, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving of five agreements for Inver Grove Hotel (Lot 2, Heartland Addition).

SUMMARY

On September 12, 2016, Council approved agreements relating to the Inver Grove Hotel site. These agreements are being brought back to Council for approval due to considerable stormwater improvement modifications that affect the agreements.

Engineering staff recommends approval of the following agreements for the Inver Grove Hotel site: Improvement Agreement, Stormwater Facilities Maintenance Agreement, Fire Hydrant License Agreement, Permanent Utility and Drainage Easement, and Storm Sewer Easement Agreement.

TJK/kf

Attachment: Resolution
 Agreements

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENTS FOR THE INVER GROVE HOTEL (LOT 2,
HEARTLAND ADDITION)**

WHEREAS, on September 12, 2016, City Council approved agreements for the Inver Grove Hotel (Lot 2, Heartland Addition); and

WHEREAS, the agreements have been revised due to considerable changes to the stormwater facilities on the site; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT: The City Council hereby approves the following agreements for the Inver Grove Hotel (Lot 2, Heartland Addition) site: Improvement Agreement, Stormwater Facilities Maintenance Agreement, Fire Hydrant License Agreement, Permanent Utility and Drainage Easement, and Storm Sewer Easement Agreement.

Adopted by the City Council of Inver Grove Heights this 28th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

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

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 25th day of August, 2017, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

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

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

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

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

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

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

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

**ARTICLE 1
DEFINITIONS**

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

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

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

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

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

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

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

1.8 Council. “Council” means the Council of the City of Inver Grove Heights.

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

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

1.11 County. “County” means Dakota County, Minnesota.

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

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

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

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

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

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

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

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

1.17 Developer Default. “Developer Default” means and includes, individually and collectively, any of the following or any combination thereof:

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

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

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

1.19 Developer Warranties. “Developer Warranties” means that the Developer hereby warrants and represents the following:

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

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

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

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

I. Fee Title/Ownership Interest. Sarju IGH, LLC, a Minnesota limited liability company, owns fee title to the Subject Property.

1.20 City Warranties. "City Warranties" means that the City hereby warrants and represents as follows:

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

B. Authority. City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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

If to City:

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

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

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

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

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

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

ARTICLE 3 **DEVELOPER IMPROVEMENTS**

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

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

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

that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

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

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

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

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

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

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

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

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

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

the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. The record plan "as built" drawings of the Developer Public Improvements shall be provided by the Developer in accordance with City standards no later than 90 days after completion and acceptance of the Developer Public Improvements by the City, unless otherwise approved in writing by the PWD. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties. The following information is required to be shown on the record plans:

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and Invert elevations on all manholes and catch basins.
6. Apron invert elevations on all Flared End Structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. Copy of final plat shall be submitted in an electronic format (see item 12).
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
12. Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built

conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 7

RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 8

DEVELOPER WARRANTIES

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

ARTICLE 9

CITY WARRANTIES

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

ARTICLE 10

INDEMNIFICATION OF CITY

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits,

proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

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

ARTICLE 11

CITY REMEDIES UPON DEVELOPER DEFAULT

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

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;

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

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

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

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

and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12

ESCROW DEPOSIT

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

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2019. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2019, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2019.

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

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

12.2 Escrow Release and Escrow Increase; Developer Improvements.

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

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

ARTICLE 13 **MISCELLANEOUS**

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

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

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

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

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

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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

By: Hemant Bhakta

Hemant Bhakta
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 2017, before me a Notary Public within and for said County, personally appeared Hemant Bhakta, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Sarju IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Sarju IGH, LLC by authority of the Boards of Governors of Sarju IGH, LLC.



[Signature]
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 2, Block 1, HCU Members Addition, Dakota County, Minnesota.

Torrens Property

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Title Sheet (C1.1)	7-7-17*	James R. Hill, Inc.
Existing Conditions (C1.2)	7-7-17*	James R. Hill, Inc.
Preliminary Erosion & Sediment Control Plan (C2.1)	7-7-17*	James R. Hill, Inc.
Erosion & Sediment Control Details (C2.2)	7-7-17*	James R. Hill, Inc.
Grading & Drainage Plan (C3.1)	7-7-17*	James R. Hill, Inc.
Utility Plan (C4.1)	7-7-17*	James R. Hill, Inc.
Paving & Dimensional Plan (C5.1)	7-7-17*	James R. Hill, Inc.
Details (C6.1)	7-7-17*	James R. Hill, Inc.
Landscape Plan (L1.1)	11-1-16	Calyx Design Group, LLC
Landscape Details (L1.2)	11-1-16	Calyx Design Group, LLC

*February 9, 2017 is the final revision date listed on the above-listed Development Plans.

The above-listed Development Plans were approved by the City Engineer on July 18, 2017.

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

1. Memo from Assistant City Engineer Steve Dodge to Associate City Planner Heather Botten dated October 7, 2016;
2. Memorandum from Greg Fransen of Barr Engineering to City Engineer Tom Kaldunski dated October 7, 2016;
3. Memo from Assistant City Engineer Steve Dodge to Associate City Planner Heather Botten dated August 13, 2016;
4. E-mail correspondence from Greg Fransen at Barr Engineering to Eric Fagerberg and Joel Cooper at James R. Hill, Inc. dated August 11, 2016;
5. Memo from Greg Fransen at Barr Engineering to City Engineer Tom Kaldunski dated July 22, 2016.

The City Engineer Memos are on file with the City.

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	12-31-17, or prior to issuance of building, permit, whichever occurs first	grading, drainage, sediment and erosion control
X	12-31-17, or prior to issuance of building permit, whichever occurs first	stormwater facilities substantially complete and functional to a level approved by the City Engineer
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	extension of sewer and water service lines
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	stormwater facilities complete and functional
X	12-31-17, or prior to issuance of certificate of, occupancy, whichever occurs first	retaining walls
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	curb and pavement for parking lot
X	12-31-17, or prior to issuance of certificate of occupancy, whichever occurs first	landscaping / vegetation*

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

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

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

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

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

- a.) Developer and Owner must execute this Improvement Agreement.
- b.) Developer must provide the letter of credit or cash deposit for the amount stated on Exhibit E of this Improvement Agreement.
- c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of the Improvement Agreement.
- d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
- e.) Final site plans and the Operations and Maintenance Plan for the stormwater facilities shall be submitted to the City and approved by the City Engineer.
- f.) Developer and/or Owner must execute the following documents for the Subject Property:
 - Improvement Agreement
 - Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, HCU Members Addition
 - Fire Hydrant License Agreement
 - Permanent Drainage and Utility Easement (for sanitary sewer forcemain)
 - Permanent Drainage and Utility Easement for benefit of Lot 6, Block 1, Salem Heights Plaza

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

- g.) Owner must present to the City a title insurance policy that shows that Owner is the fee title owner of the Subject Property.

- 2.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2017 OR BEFORE CITY ISSUES BUILDING PERMIT FOR SUBJECT PROPERTY.** By December 31, 2017, or before the City issues a building permit for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) Grading, drainage, erosion and sediment control have been completed or, in the judgment of the City Engineer or Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
 - c.) Storm water facilities have been substantially completed and functional to a level approved by the City Engineer.
- 3.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2017 OR BEFORE CITY ISSUES CERTIFICATE OF OCCUPANCY FOR SUBJECT PROPERTY.** By December 31, 2017, or before the City issues a certificate of occupancy for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) All grading, drainage and erosion control must be completed.
 - c.) All storm water facilities must be completed and approved by the City Engineer.
 - d.) Sewer and water service lines shall be extended to the Subject Property.
 - e.) All site landscaping and vegetation must be completed, with the exception provided in Exhibit C.
 - f.) Certified as-builts shall be submitted to the City.
 - g.) The curb and paving for the parking lot shall be completed.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.
- 5.) **RETAINING WALL REQUIREMENTS.** Prior to the City issuing a building permit for the Subject Property all retaining wall permits (if required) must be issued by the City. If

applicable, prior to the City granting a certificate of occupancy for the Subject Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

- 6.) **DRAINAGE AND UTILITY EASEMENT FOR SANITARY SEWER FORCEMAIN.**
A portion of the sanitary sewer forcemain located in the northwest corner of the Subject Property is proposed to be located outside of the City's drainage and utility easement. City and Owner will need to enter into a drainage and utility easement covering that portion of the sanitary sewer forcemain located outside of the City's drainage and utility easement. Developer shall prepare and provide the legal description for the drainage and utility easement covering that portion of the sanitary sewer forcemain located outside of the City's drainage and utility easement.
- 7.) **NEW STORMWATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 2, BLOCK 1, HCU MEMBERS ADDITION.** When the Subject Property was platted as Lot 2, Block 1, HCU Members Addition, the City required the owner to enter into a Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, HCU Members Addition recorded as Dakota County Document No. 603248. That agreement required the owner to maintain the storm water facilities on Lot 2, Block 1, HCU Members Addition. With the current improvements being made to the Subject Property, Developer is constructing new storm water facilities. As a result, the City is requiring that the Owner enter into a new Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, HCU Members Addition which will include an Operations and Maintenance Plan for the Storm Water Facilities. The new Storm Water Facilities Maintenance Agreement will supercede the previous agreement recorded as Dakota County Document No. 603248.
- 8.) **STORMWATER EASEMENT FOR BENEFIT OF LOT 6, BLOCK 1, SALEM HEIGHTS PLAZA.** Developer shall provide information to the City to show whether any stormwater piping or other stormwater drainage from Lot 6, Block 1, Salem Heights Plaza currently flows into Lot 2, Block 1, HCU Members Addition. If such stormwater flow exists, and if there is no existing easement on Lot 2, Block 1, HCU Members Addition for the benefit of Lot 6, Block 1, Salem Heights Plaza, then Developer shall establish and grant such easement to Lot 6, Block 1, Salem Heights Plaza and shall record such easement.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage Erosion & Sediment Control	\$103,116
2.)	Sewer and Water Service Lines Extension	\$ 34,449
3.)	Storm Water Facilities	\$113,548
4.)	Retaining Walls	\$ 25,920
5.)	Parking lot and curb	\$ 82,797
6.)	Landscaping / Vegetation	\$ 60,000
7.)	Certified As-Builts	\$ 2,750
8.)	Construction Debris Clean-up	\$ 5,750
SUBTOTAL:		\$428,330
<u>MULTIPLIED BY:</u>		x 1.25
EQUALS		\$535,412.50
<u>ESCROW AMOUNT:</u>		\$535,412

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$6,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

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

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

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

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

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or vegetation exceed the initially deposited \$6,500 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 2, BLOCK 1, HCU MEMBERS ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 25th day of August, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Sarju IGH, LLC, a Minnesota limited liability company (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

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

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

Any existing or future storm water treatment facilities, storm water storage facilities, pipes, conduits, culverts, ditches, catch basins, storm water collection appurtenances, drainage areas, water quality manhole, underground treatment cells and other storm water appurtenances lying within the Landowner Property; and piping from Landowner Property to and within the dedicated Drainage and Utility Easement on Lot 1, Block 1, HCU Members Addition, Dakota County, Minnesota.

1.5 Stormwater Facility Plan. “Stormwater Facility Plan” means the Existing Basin Modification Plan, Grading and Drainage Plan, Erosion & Sediment Control Plan, Erosion & Sediment Control Details and Utility Plan and Drainage Map prepared by James R. Hill, Inc. revised July 7, 2017 and approved by the City Engineer on July 18, 2017 as well as the Operations and Maintenance Plan prepared by James R. Hill, Inc. and approved by the City in or about August 17, 2017. The Stormwater Facility Plan is on file with the City.

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

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

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

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

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

1.9 Improvement Agreement. “Improvement Agreement” means that certain Improvement Agreement between the Landowner and City dated August 25, 2017.

ARTICLE 2

RECITALS

Recital No. 1. Landowner owns the Landowner Property.

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

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

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

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

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

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

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

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

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

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

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

- e.) The Standard of Maintenance shall include but not be limited to each of the following:
- i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
 - iv. The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

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

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

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

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

ARTICLE 5 **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

5.7 Superseding Effect. This Agreement shall supersede the previously recorded Storm Water Facilities Maintenance Agreement dated October 23, 2006, recorded as Dakota County Document No. 603248 for Lot 2, Block 1, HCU Members Addition.

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

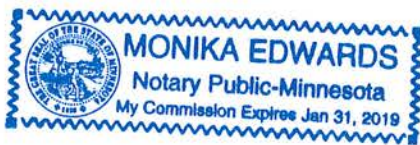
**LANDOWNER:
SARJU IGH, LLC**

By: _____

Hemant Bhakta
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 2017, before me a Notary Public within and for said County, personally appeared Hemant Bhakta, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Sarju IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Sarju IGH, LLC by authority of the Boards of Governors of Sarju IGH, LLC.



Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 2, Block 1, HCU Members Addition, Dakota County, Minnesota.

Torrens Property

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

STORMWATER BMP OPERATIONS & MAINTENANCE PLAN

PROJECT NAME: Inver Grove Heights - Extended Stay Hotel
PROJECT ADDRESS: 5492 Robert Trail South
Inver Grove Heights, MN
PROPERTY ID#: 203235001020

CONTACT INFORMATION:

OWNER: Sarju Inc. **TELEPHONE #:** (612) 398-3684
OWNER ADDRESS: 2020 Wilson Avenue South **EMAIL:** hemantbhakta@hotmail.com
South Saint Paul, Minnesota 55075

ALTERNATE CONTACT INFORMATION:

NAME: **TELEPHONE #:** ()
ADDRESS: **EMAIL:**

PROJECT BMP'S

☐	INFILTRATION BASIN	☐	OTHER (DESCRIBE)
☐	FILTRATION BASIN W/ UNDERDRAIN		
☒	UNDERGROUND RETENTION/ TREATMENT		
☐	NURP POND		
☒	PRETREATMENT DEVICE		

PLEASE RETURN THIS SHEET WITH APPLICABLE MAINTENANCE INSPECTION FORMS TO:

Engineering Department
City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

* An annual inspection report shall be submitted to the City Engineering Division by Dec. 31st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN
Continued

OPERATIONS & MAINTENANCE PLAN FOR PRE-TREATMENT DEVICES			
INSPECTION/MAINTENANCE ACTIVITY	RECOMMENDED FREQUENCY	ACTIONS	RESPONSIBLE PARTY
1) Visual inspection for trash and debris accumulation	Monthly and following large storm events.	Remove trash and debris from structure. Follow manufacturers recommendations for proprietary structures.	By Owner unless designated to others.
2) Sediment accumulation in device	Bi-Annually at a minimum. More frequent removal if sediment exceeds manufacturers specifications or more than 1/2 of depth of sump.	Remove accumulated sediment. Vacuum truck or hand work may be necessary. Follow manufacturers recommendations. Dispose sediment according to local and state regulations.	By Owner unless designated to others.
3) Oil removal	Bi-Annually at a minimum, or after an oil/fuel spill.	Remove oil and fuel from water surface per manufacturers recommendations. Dispose of oil and fuel per current EPA regulations.	By Owner unless designated to others.
4) Visual inspection of system components	During all inspections	Clean and repair internal components per manufacturers recommendations. Replace any damaged or missing parts with approved replacements.	By Owner unless designated to others.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN
Continued

INSPECTION & MAINTENANCE RECORD FOR PRE-TREATMENT DEVICES				
PROJECT NAME: Inver Grove Heights - Extended Stay Hotel		INSPECTOR: _____		
INSPECTION DATE: _____		CONTRACTOR: _____		
STRUCTURE ID (PER PLAN)	TRASH	SEDIMENT	DEPTH (inches)	ADDITIONAL COMMENTS (damage, etc.)
STMH-102 (Sump w/ Preserver)	Y/N	Y/N	_____	
ISOLATOR ROW	Y/N	Y/N	_____	
_____	Y/N	Y/N	_____	
_____	Y/N	Y/N	_____	
_____	Y/N	Y/N	_____	
_____	Y/N	Y/N	_____	
_____	Y/N	Y/N	_____	
_____	Y/N	Y/N	_____	

Maintenance comments:

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN
Continued

OPERATIONS & MAINTENANCE PLAN FOR INFILTRATION BASINS			
INSPECTION/MAINTENANCE ACTIVITY	RECOMMENDED FREQUENCY	ACTIONS	RESPONSIBLE PARTY
1) Visual inspection of pretreatment devices and castings for trash and debris accumulation.	Monthly and following large storm events.	Remove trash and debris from structure/casting. Follow manufacturers recommendations for proprietary structures.	By Owner unless designated to others.
2) Visual Inspection of erosion around inlet and outlet.	Monthly and following large storm events.	Repair eroded soils as needed. Install addition permanent erosion stabilization measures if the issue persists.	By Owner unless designated to others.
3) Visual Inspection of stormwater pipes and catchbasins.	Bi-Annually.	Inspect storm sewer pipe and structures for sediment buildup or operational issues. Repair pipe/structures per manufacturers recommendations.	By Owner unless designated to others.
4) Sediment accumulation in pretreatment, basin, and outlet structures.	Bi-Annually at a minimum. Increases frequency for heavy sediment accumulation.	Remove accumulated sediment. Vacuum truck or hand work may be necessary. Follow manufacturers recommendations. Dispose sediment according to local and state regulations.	By Owner unless designated to others.
5) System Performance	After large storm events, 1-inch or greater. Design draw down time is within 48 hours of a storm event.	If 0.9' of visible water (50% of design depth), or greater, is remaining in system, 72 hours after storm event, with valve fully opened, perform maintenance action #4. Repeat inspection activity #5.	By Owner unless designated to others.
6) System Rehabilitation	When system no longer complies with activity #4	Remove underground system. Recondition underlying soils, replace system per original design. Repeat inspection activity #5 and document with City.	By Owner unless designated to others.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN
Continued

INSPECTION & MAINTENANCE RECORD FOR INFILTRATION BASINS					
PROJECT NAME: Inver Grove Heights - Extended Stay Hotel		INSPECTOR: _____			
INSPECTION DATE: _____		CONTRACTOR: _____			
BMP ID (PER PLAN)	TRASH	SEDIMENT	DEPTH (inches)	VISIBLE WATER IN SYSTEM AT INDICATED TIME ADDITIONAL COMMENTS (damage, etc.)	
Underground Infiltration Basin	Y/N	Y/N	_____	48 HRS	72 HRS
_____	Y/N	Y/N	_____		
_____	Y/N	Y/N	_____		
Was Maintenance Required?	Y/N	Maintenance Date: _____ Maintenance Contractor: _____			

EXHIBIT C
ANNUAL INSPECTION FORM

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

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

FIRE HYDRANT LICENSE AGREEMENT
FOR LOT 2, BLOCK 1, HCU MEMBERS ADDITION
DAKOTA COUNTY, MINNESOTA

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 25th day of August, 2017, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Sarju IGH, LLC, a Minnesota limited liability company (hereinafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 **RECITALS**

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

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

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

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

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

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Fire Hydrants. Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner by December 31, 2018.

3.2 Maintenance of Fire Hydrants. The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

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

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

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

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The

Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

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

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

ARTICLE 4 **CITY'S COVENANTS**

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

ARTICLE 5 **MISCELLANEOUS**

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

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

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
SARJU IGH, LLC**

By:

Hemant Bhakta
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 2017, before me a Notary Public within and for said County, personally appeared Hemant Bhakta, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Sarju IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Sarju IGH, LLC by authority of the Boards of Governors of Sarju IGH, LLC.



[Signature]
Notary Public

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

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

EXHIBIT A

STANDARD OF MAINTENANCE



5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH.** High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment. It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning.** If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening

direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.

4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.



5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH.** High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment. It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

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direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.

4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.

PACER - TROUBLESHOOTING GUIDE



WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.

Problem

1. Operating nut turns freely but hydrant does not open.
2. Hydrant will not shut off or ground around hydrant is highly saturated.
3. External leakage is noticed around the operating nut.
4. Operating nut is extremely hard to turn.
5. Water is dripping around nozzles.
6. Hydrant will not drain properly.

Solution

1. Inspect rod coupling for breakage and ensure rod pin is properly installed.
2. Close hydrant and remove nozzle cap. Check with listening device to determine if water is passing by main valve. If it is determined that the main valve is leaking, try the following:
 - a. Flush hydrant in fully open position (watch to see if rocks or other foreign objects flush out of the barrel).
 - b. After flushing for several minutes, shut off the hydrant. Watch for several minutes to see if flow stops. Place hand over open hose nozzle; suction should be felt, indicating hydrant is no longer leaking and drains are working properly.
 - c. If flushing does not solve the problem, it would indicate that something is trapped or has cut the main valve rubber. Follow the seat removing instructions to replace the valve. Check threads on bronze seat to be sure that is not damaged. If threads appear worn or bent, replace the bronze seat.
 - d. If replacing the valve does not stop the leakage, bolting at the hydrant shoe may be loose or the base gasket is damaged. The hydrant must be excavated to make the repair.
3. This indicates that O-rings are cut or missing. Replace o-rings as referenced in the disassembly and repair instructions.
4. Try to turn the operating nut. If the nut turns, carefully turn the nut back from a tight closed position until it turns freely. If it is necessary to add lubricant, for hydrants with an oil reservoir, remove the oil level plug on the back of the nozzle section and add oil. Fill oil to the level of the plug, if necessary. For hydrants with no oil reservoir, remove the flat head screw on the operating nut and add mineral oil or similar lubricant. ALWAYS FULLY OPEN AND CLOSE THE HYDRANT AFTER LUBRICATING. Replace the oil level plug or the flat head screw taking care to replace the thread sealant. The hydrant should cycle freely. If this does not solve the problem, remove the operating nut. Inspect the threads of the operating nut and upper rod. Inspect the thrust washer to ensure it is lubricated and is undamaged. Replace and/or lubricate the thrust washer if necessary. If this does not solve the problem, remove the hydrant seat and flush thoroughly. Note: Where grease is specified, use an AMERICAN Flow Control recommended food grade grease.
5. Close hydrant and remove nozzle cap. Replace cap gasket. Check the nozzle to be sure it is properly installed. Earlier model hydrants used caulked nozzles. Nozzle may require re-caulking or replacement of barrel. If nozzle has an O-ring behind the nozzle, it may need replacing.
6. Check to be sure the water table has not risen too high to allow for drainage. Flush hydrant to be sure drains are clear. Open hydrant slowly several turns while leaving caps firmly in place to ensure hydrant drains are clear. Close hydrant and repeat this procedure. Do this slowly several times. If this does not solve the problem, remove the hydrant seat assembly and check the rubber drain facings. If no problems are found, excavate the hydrant to see if concrete or other materials have blocked the drain outlets.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 2, Block 1, HCU Members Addition, Dakota County, Minnesota.

Torrens Property

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this ____ day of July 2017, between Sarju IGH, LLC, a Minnesota limited liability company (hereinafter referred to as "Landowner") and City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

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

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

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

EXEMPT FROM STATE DEED TAX

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

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

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

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

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

This Easement shall run with the Landowner's Property and shall inure to the benefit of the Landowner and the City and shall bind Landowner and the successors and assigns of Landowner and shall be binding upon the City and the successor's and assigns of the City. This Easement shall also be binding upon any right title or interest of the parties to the Landowner's Property acquired after the date of this Easement or acquired after the date of recording of this Easement.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of July 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
SARJU IGH, LLC**

By: _____

Hemant Bhakta

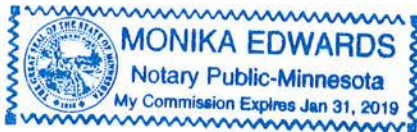
Its: Chief Manager

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

On this 22nd day of ~~July~~ ^{August} 2017, before me a Notary Public within and for said County, personally appeared Hemant Bhakta, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Sarju IGH, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Sarju IGH, LLC by authority of the Boards of Governors of Sarju IGH, LLC.



Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 2, Block 1, HCU Members Addition, Dakota County, Minnesota.

Torrens Property

STORM SEWER EASEMENT AGREEMENT

THIS INDENTURE, made this ___ day of _____, 2017, by and between Sarju IGH, LLC, a Minnesota limited liability company hereinafter designated as "**Sarju**", and, Omnibus Investments, LLP, a Minnesota limited liability partnership, hereinafter designated as "**Omnibus**"

RECITALS

FIRST: Omnibus, is the fee owner of Lot 6, Salem Heights Plaza which is located in Dakota County, Minnesota (the "**Benefited Parcel**")

SECOND: Sarju is the Owner of Lot 2, Block 1, HCU Members Addition, Dakota County, Minnesota which is adjacent to the Benefitted Parcel and is hereinafter referred to as the **Servient Parcel**.

THIRD: The Benefitted Parcel is served by a storm water sewer line which lies over and across the Servient Parcel and is not evidenced of record.

FOURTH: Sarju proposes to improve the Servient Parcel and in connection with such improvement, the parties wish to place of record a storm sewer easement agreement evidencing the existing storm

sewer line and surface drainage and their agreement regarding their maintenance.

AGREEMENT

NOW, THEREFORE, In consideration of the mutual covenants herein contained, the parties, for themselves, their successors and assigns, do hereby mutually agree as follows:

1. **Grant of Easement.** Sarju hereby conveys and grants to Omnibus a perpetual easement in, under, through and over and across that portion of the Servient Parcel which is legally described and depicted on attached Exhibit A (the “**Easement Area**”) for the existence, maintenance and repair of the existing storm sewer line (the “**Storm Sewer Line**”).

2. **Maintenance.** Omnibus shall maintain the Storm Sewer Line at its sole cost and expense. In case of default by Omnibus in relation to the maintenance or repair of the Storm Sewer Line, Sarju may enter upon said easement and construct, reconstruct, maintain, or repair the Storm Sewer Line and all reasonable cost and expense thus incurred by Sarju shall be chargeable to Omnibus and shall become due and payable upon presentation of a proper invoice therefor; and if such charges are not paid when due, they shall become and constitute a lien upon the real property served.

3. **Restriction upon Improvement or Interference.** With the exception of a retaining wall and surface parking to be constructed by Sarju as a part of its hotel development, Sarju shall not construct additional improvements within or across the Easement Area without the prior written consent of Omnibus. Sarju shall not interfere with or impede the use of the storm sewer line by Omnibus.

4. **Binding Effect.** This agreement shall be binding upon Omnibus and its successors and assigns.

5. **Indemnity.** Omnibus, its successors and assigns, shall fully indemnify, defend and save harmless Sarju and its officers, agents, employees and servants from all suits, actions or claims which shall arise from any injuries caused by any break in the Storm Sewer Line that may occur or from any act or omission of Omnibus or its officers, agents, employees and contractors in connection with the maintenance, repair or reconstruction of the Storm Sewer Line.

IN WITNESS WHEREOF, The Parties have hereunto caused these presents to be executed the day and year first above written.

SARJU IGH, LLC

By: Hemant Bhakta
Hemant Bhakta

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 2nd day of August, 2017, by Hemant Bhakta, the chief manager of Sarju IGH, a Minnesota limited liability company, on behalf of the Company.



[Signature]
Notary Public

SIGNATURES CONTINUED ON FOLLOWING PAGE

Omnibus Investments, LLP

By: *E. Paul Dunn*

Its *Partner*

MINNESOTA
STATE OF ~~ILLINOIS~~)
) ss.
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 26 day of July, 2017, by E. Paul Dunn, the Partner of Omnibus Investments, L.L.P. a Minnesota limited liability partnership, on behalf of the partnership.



Kelly L. DeChaine
Notary Public

THIS INSTRUMENT DRAFTED BY:

Glenn A. Bergman
Pfbaw, Professional Association
55 East Fifth Street, Suite 800
St. Paul, MN 55101
(651) 291-8955

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

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

(651) 451-1831

EXHIBIT A

Sketch and Description For: SARJU, INC.

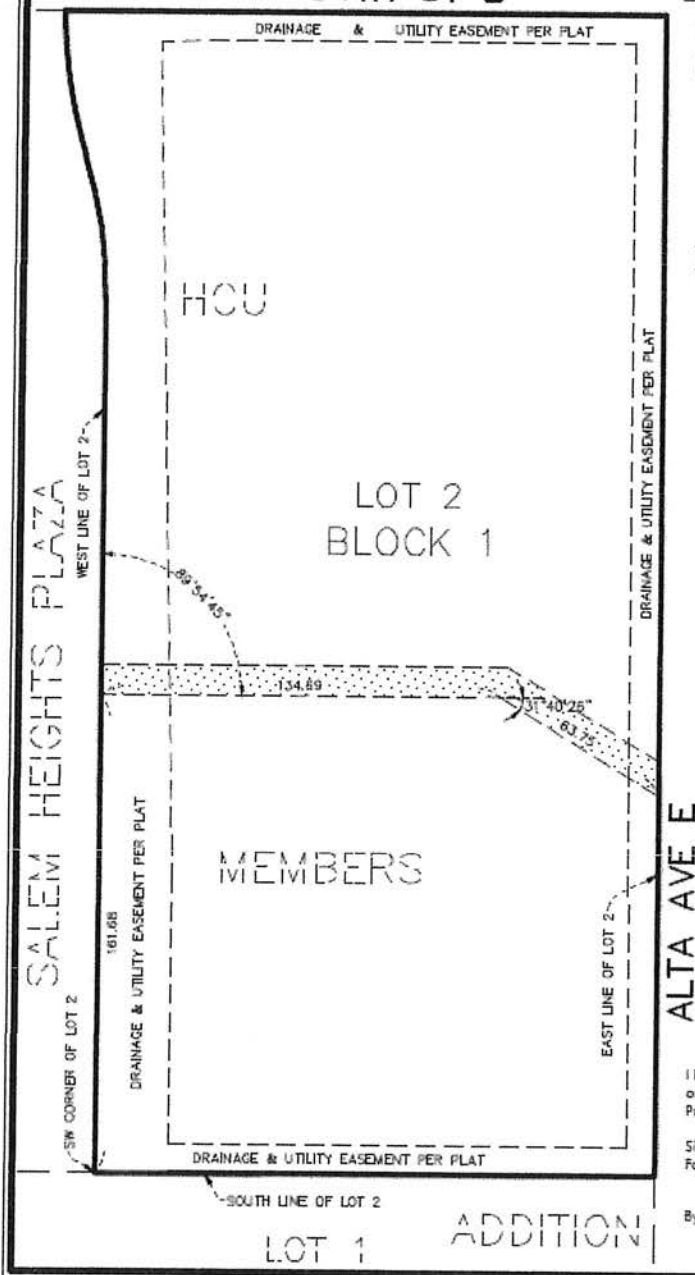
54TH ST E

DRAINAGE & UTILITY EASEMENT

A 10.00 foot wide easement for drainage & utility purposes over, under, and across Lot 2, Block 1, HCU MEMBERS ADDITION, according to the recorded plat thereof, Dakota County, Minnesota. The south line of said easement is described as follows:

Commencing at the southwest corner of said Lot 2; thence northerly, along said west line, a distance of 161.68 feet to the point of beginning of the line to be described; thence deflecting to the right 89 degrees 54 minutes 45 seconds a distance of 134.69 feet; thence deflecting to the right 31 degrees 40 minutes 26 seconds a distance of 63.75 feet to the east line of said Lot 2, and said line there terminating.

The sidelines of said easements shall be prolonged or shortened to terminate at said west and east lines of Lot 2.



Scale: 1"=50'

DENOTES PROPOSED DRAINAGE & UTILITY EASEMENT

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.

Signed this 3rd day of March, 2017
For: James R. Hill, Inc.

By: Marcus F. Hampton, Land Surveyor
MN License No. 47481

James R. Hill, Inc.

PROJECT NO. 23224-00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Quote and Awarding Contract for the 2017 Raingarden Inlet Retrofits

Meeting Date: August 28, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK
 SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving a quote and awarding contract for the 2017 Raingarden Inlet Retrofits.

SUMMARY

A quote was received in the month of August for the 2017 Raingarden Inlet Retrofits. M & J services submitted a quote for \$1,825.00 per inlet.

The City has determined it has \$7,500 of the budget available out of its storm water utility fund to install new raingarden inlets for those that need the new model.

The City will start retrofitting raingarden inlets to reduce maintenance and improve the raingarden function. A copy of the standard now used at raingarden inlets is attached. It can be maintained with the City's vacuum truck. Four inlets will be retrofitted in 2017 at a cost of \$7,300.

The quote was received as follows:

CONTRACTOR	QUOTE (per raingarden inlet)
M & J Services	\$1,825.00

I recommend that the City Council adopt the resolution receiving the quote and awarding contract to M & J Services for \$1,825 per raingarden inlet. A total of \$7,300 will be used to retrofit four inlets.

TJK/np

Attachments: Resolution

Quote

Standard Plate STM-13

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

**RESOLUTION RECEIVING QUOTE AND AWARDING CONTRACT FOR THE 2017 RAINGARDEN
INLET RETROFIT**

RESOLUTION NO. _____

WHEREAS, there are a number of roadside raingardens in the City of Inver Grove Heights that need inlet retrofits to improve efficiency of maintenance and flow into the raingardens; and

WHEREAS, the City requested a quote from M & J Services for the work on the 2017 Raingarden Inlet Retrofit; and

WHEREAS, the quote is as listed:

CONTRACTOR	QUOTE (per raingarden inlet)
M & J Services	\$1,825.00

WHEREAS, the City will hire M & J Services to install four raingarden inlets; and

WHEREAS, the total amount spent on retrofits will not exceed \$7,300 in 2017.

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 for the work of the 2017 Raingarden Inlet Retrofit.
2. The 2017 Raingarden Inlet Retrofit shall be funded through the City's Storm Water Utility Fund.

Adopted by the City Council of Inver Grove Heights this 28th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

M & J Services LLC
6775 Cahill Avenue
Inver Grove Heights, MN 55076
United States
651-775-0485
mrtrog86@gmail.com

ESTIMATE

ADDRESS

City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN
55077

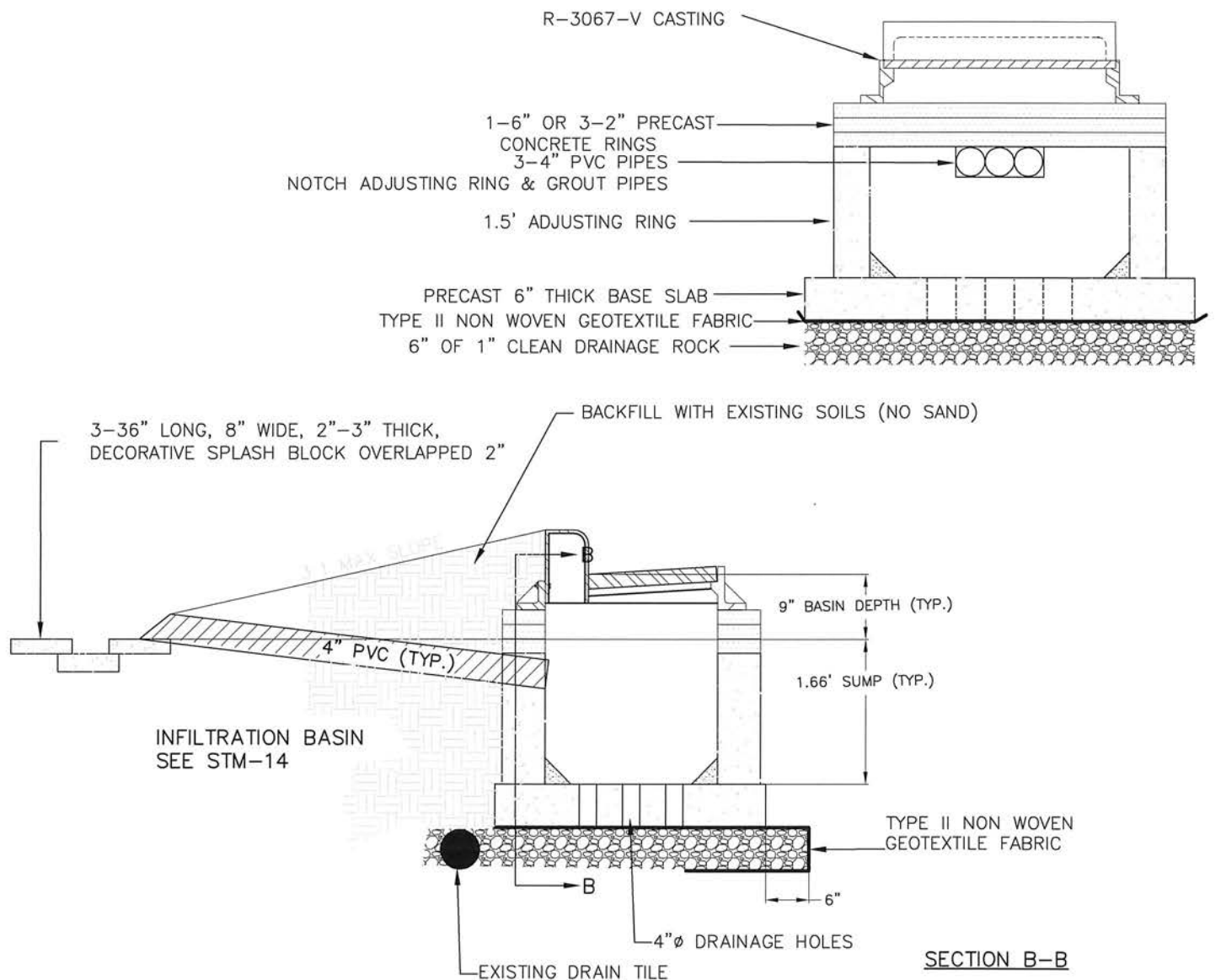
ESTIMATE # 1030

DATE 08/21/2017

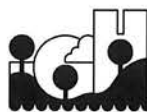
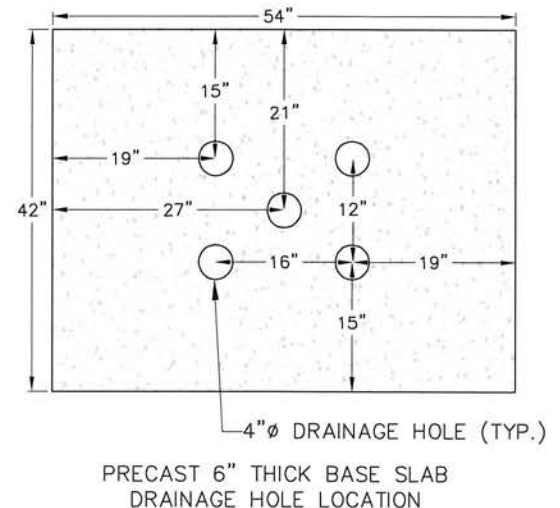
DATE	ACTIVITY	QTY	RATE	AMOUNT
08/21/2017	repairs Rain Garden inlet reconstruction. Install new inlet with new structure per plate #STM-13. Price is per each structure installed. All labor and material included.	1	1,825.00	1,825.00
TOTAL				\$1,825.00

Accepted By

Accepted Date



1. INLET CASTING SHALL BE SUMPED 2" FROM NORMAL GUTTER GRADE (SEE STR-07 FOR CURB TRANSITION)
2. BOTTOM SLAB DRAINAGE HOLES TO BE CONSTRUCTED DURING FABRICATION OR CORE DRILLED PRIOR TO PLACEMENT
3. 6" LAYER OF DRAINAGE ROCK SHALL BE PLACED TO ALLOW FLOW FROM UNDER STRUCTURE TO BIORETENTION FACILITY IF NO DRAINTILE IS INSTALLED.
4. PVC PIPE TO BE PLACED WITH REVERSE GRADE. INVERT AT BASIN SHALL BE A MINIMUM OF 1" HIGHER THAN TOP OF PIPE AT STRUCTURE.
5. DECORATIVE SPLASH BLOCKS TO BE SET WITH A 2" OVERLAP AND NO JOINTS MAY BE SET DIRECTLY UNDER PIPE
6. SEDIMENT BASIN STRUCTURE SHALL INCLUDE FRAME AND CASTING, 18" ADJUSTING RING, 6" OR 2" ADJUSTING RINGS, 6" BASE SLAB, DECORATIVE SPLASH BLOCKS, GEOTEXTILE FABRIC, DRAINAGE ROCK AND PVC PIPE.



CURB INLET FOR BIORETENTION BASIN

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

9/15

PLATE NO.
STM-13

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Quotes and Awarding Contract for the 2017 Raingarden Rehabilitation Project

Meeting Date: August 28, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving quotes and awarding contract for the 2017 Raingarden Rehabilitation Project.

SUMMARY

Quotes were received in the month of August for the 2017 Raingarden Rehabilitation Project. Four contractors submitted quotes. M & J Services is the lowest responsible contractor with a flat rate quote of \$225 per raingarden. Outdoor Lab Landscape submitted the second lowest quote with a range of \$225 (with a caveat to request additional hours and expense on some raingardens) to \$450 per raingarden. Weeds submitted a quote of \$265 for each raingarden; however, they indicated how the pricing could vary depending on actual work. Ecoscapes Sustainable Landscaping submitted the highest quote with a range of \$361 to \$565 per raingarden.

There are 58 raingardens in the City of Inver Grove Heights that need rehabilitation. The City's Public Works staff is going to rehabilitate approximately 18 raingardens. The remaining 40 gardens will be awarded to M & J Services. M & J Services has done many projects for the City. Note they have also been selected to retrofit four raingarden inlets under a separate project on the agenda.

The quotes were received as follows:

CONTRACTOR	QUOTE (per raingarden)	ESTIMATED QUOTE RANGE
M & J Services LLC	\$225	\$9,000
Outdoor Lab Landscapes	\$225	*\$9,000
Weeds	\$265	\$10,600
Ecoscapes Sustainable Landscape	\$361 to \$565	\$14,440 to \$22,600

*If additional hours are required Outdoor Lab will contact the City prior to work continuing to discuss expense

I recommend that the City Council adopt the resolution receiving the quotes and awarding the contract to M & J Services for 40 raingardens in the estimated amount of \$9,000.

TJK/kf

Attachments: Resolution
 Quotes

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

**RESOLUTION RECEIVING QUOTES AND AWARDING CONTRACT FOR THE 2017 RAINGARDEN
REHABILITATION PROJECT**

RESOLUTION NO. _____

WHEREAS, there are 58 roadside raingardens in the City of Inver Grove Heights that need rehabilitation to maintain the raingardens with new plants; and

WHEREAS, the City requested quotes from four contractors for the Raingarden Rehabilitation Project; and

WHEREAS, the quotes are as listed:

CONTRACTOR	QUOTE (per raingarden)	ESTIMATED QUOTE RANGE
M & J Services LLC	\$225	\$9,000
Outdoor Lab Landscapes	\$225	*\$9,000
Weeds	\$265	\$10,600
Ecoscapes Sustainable Landscape	\$361 to \$565	\$14,440 to \$22,600

*If additional hours are required Outdoor Lab will contact the City prior to work continuing to discuss expense

WHEREAS, the City will hire a contractor to complete 40 raingardens; and

WHEREAS, M & J Services LLC is the lowest responsible contractor with a quote of \$225 per raingarden for a total amount of \$9,000.

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 LLC in the name of the City of Inver Grove Heights for the 2017 Raingarden Rehabilitation Project according to quote received.
2. The Raingarden Rehabilitation Project shall be funded through the City's Storm Water Utility Fund.

Adopted by the City Council of Inver Grove Heights this 28th day of August 2017

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

M & J Services LLC
6775 Cahill Avenue
Inver Grove Heights, MN 55076
United States
651-775-0485
mrtrog86@gmail.com

ESTIMATE

ADDRESS

City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN
55077

ESTIMATE # 1031

DATE 08/21/2017

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/21/2017	repairs Maintainance of rain gardens around the city of IGH. City to provide engginered soil, mulch and plantings as needed. Price includes labor and equipment to remove and install engginered soil, mulch and plantings as needed. Price is per rain garden maintained.	1	225.00	225.00

TOTAL

\$225.00

Accepted By

Accepted Date



LAB Landscape Design LLC

address: 147 Tenth Street, St. Paul, Minnesota 55101

email: chuck@outdoorlab.net phone: 651-202-3662

City of Inver Grove Heights Raingarden Maintenance (60 Sites) 2017

Owner: City of Inver Grove Heights MN

Contractor: Outdoor Lab Landscape Design Inc

MAINTENANCE CONTRACTOR'S RESPONSIBILITIES

Outdoor Lab Landscape Design Inc. shall schedule maintenance activities as for the week of September 11, 2017.

A. Clean-Ups of 40 Residential Raingardens

- Removal, dead plant material and trash. Hand weed, cut back over grown perennials, remove silt and sand from inlets and basins. A chemical treatment will be used to treat thistle, reed canary and other invasive species.

Total Charges:

\$225.00

Raingarden Clean Up Charges Based on Time and Material

Rate \$75.00/Man-Hour

Estimated 120 Man-Hours (If Additional hours are required Outdoor Lab will contact City Prior to Work Continuing)

Total Charges for 2017 \$9,000.00 Plus Sales Tax

Additional Items if Requested:

Chemical Treatment: (Glyphosate): \$40.00/ Per Gallon.

Double Shredded Hardwood Mulch: \$65.00/cy

50/50 Sand/Compost Amended Soil: \$60.00/cy

4" Installed Native Perennial \$9.00

#1 Installed Perennial \$16.00

Any additional services requested, outside of the scheduled maintenance as described above shall be invoiced at \$75.00/man plus material.

Outdoor Lab may make recommendations to the City of Inver Grove Heights as issues occur. Any additional request for services shall be done in writing or electronically to Chuck@outdoorlab.net

Outdoor Lab will invoice services on the 1st of each month for the prior month's work.

City of Inver Grove Heights Representative

Date

Outdoor Lab Landscape Signature

Date

**Weeds Native Landscaping and Maintenance**

881 Dayton Ave

Saint Paul, MN 55104

(651)210-8099

jennweeds@gmail.com

weeds.squarespace.com

Estimate 1028**ADDRESS**City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN
55077**SHIP TO**

Roadside Raingardens

DATE
08/20/2017TOTAL
\$265.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/20/2017	Weeding mechanical (by hand) per 50 square feet	1	25.00	25.00
08/20/2017	Mulching per 1/2 cubic yard (if mulch is on site, add time for getting mulch from city)	1	25.00	25.00
08/20/2017	Planting 12 plants - 3" & 4" pots- perennials	1	25.00	25.00
08/20/2017	Planting 6 plants -gallon pots- perennials	1	25.00	25.00
08/20/2017	Planting 4 shrubs #2 and larger	1	25.00	25.00
08/20/2017	Clean Inlet scrape sediment & vegetation from surface of approximately 20 square feet (8 sections) of permeable pavers (disposal separate)	1	25.00	25.00
08/20/2017	Clean Inlet remove plume/ mound near inlet as able without disturbing desirable plants in 20 square foot area (disposal separate)	1	25.00	25.00
08/20/2017	Soil/sod disposal dump up to 1 cubic yard of sediment collected from inlets	1	40.00	40.00
08/20/2017	Tree/ shrub pruning/trimming prune overgrown plants- 2 shrubs	1	25.00	25.00
08/20/2017	Clean Inlet remove trash from entire raingarden	1	25.00	25.00

Thank you for the opportunity to quote! I look forward to growing together in the future!

TOTAL

\$265.00

THANK YOU.

Nicole Portugal

From: Craig Stark <craigstark@ecoscapescapes1.com>
Sent: Thursday, August 17, 2017 4:57 PM
To: Nicole Portugal
Subject: Re: FW: Inver Grove Heights Raingardens

Hello Nicole,

I think I can do 40 of the gardens, and possibly all 60 if need be. I will try to make my pricing ala carte. We have a pretty good selection of the plants on the plant list the only things we don't have are: followed by a possible substitution:

Fragrant Hyssop - Boneset

Nearly Wild Rose - Annabelle Hydrangea or Weigela sp.

- Weeding-Using a non chemical method - \$125 each garden - 5,000
- Adding mulch (The City will provide) - \$75 each garden - 3,000
- Pruning overgrown plants - \$25 each garden - 1,000
- Adding new plants (The City will provide) - \$8 per plant delivered & installed - 400
- Cleaning inlets from sediment and overgrown grass - \$40 each -- new sodding were needed - 1,600
- Cleaning any trash out of gardens (There isn't much of that) - included.
- Supplying 1 gallon plants from our nursery are \$6 each
- Supplying 5 gallon shrubs from our nursery are \$14 each

40 Gardens

3,840 - 11,520

+ 1,600

\$14,440 - 16,600 \$22/shrub

\$360/Garden \$400 \$65/shrub

per garden

Please let me know if you need this in a different format. I figured this would make the most sense.

Thank you,

Craig Stark

Landscape Designer/Owner

Ecoscapescapes Sustainable Landscaping

Ecoscapescapes Do It Yourself

Ecoscapescapes Native Nursery

craigstark@ecoscapescapes1.com

www.ecoscapescapes1.com

612-965-0848

Right Plant In The Right Place.....The First Time!

On Wed, Aug 16, 2017 at 9:16 AM, Nicole Portugal <nportugal@invergroveheights.org> wrote:

Nicole Portugal | Engineering Technician

Tel: [651-450-2573](tel:651-450-2573) | Fax: [651-259-8053](tel:651-259-8053)

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving City's Americans With Disabilities Act Transportation Infrastructure Transition Plan

Meeting Date: August 28, 2017
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


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 resolution approving ADA Transition Plan for City's Transportation Infrastructure.

SUMMARY

The City is required, under Section 504 and Title 11 of the Americans with Disabilities Act (1990) (ADA) and 28 CFR 35.105 to perform a self-evaluation of its current transportation infrastructure policies, practices and programs.

This update needs to comply in order to receive federal funding. The ADA Transition Plan for these components was reviewed by the City Council at the May 1, 2017 worksession. The Engineering Division prepared this portion of the ADA Transition Plan and worked with the City's consultant to prepare the final version of the ADA Transition Plan which is attached.

Following the Council directives, staff continued to seek public input on the document. Notices were posted on the City website and other distribution points on social media. Letters were sent to various disability groups in Dakota County seeking input.

The draft ADA Transition Plan was presented at an Open House on June 1st of 2017. The comments received at the Open House are attached. There was then a 60-day comment period for residents to be able to voice their concerns or questions regarding the City's plan to improve its transportation infrastructure to becoming more ADA compliant in the future. The comment period has ended. No public comments were received during the comment period.

It is recommended that the City Council approve the ADA Transition Plan so that it can be implemented and posted on the City webpage. The attached resolution should be approved by Council action to formally adopt this ADA Transition Plan for Transportation Infrastructure.

TJK/kf

Attachments: Resolution
 Summary of Comments
 ADA Transition Plan

**DAKOTA COUNTY
CITY OF INVER GROVE HEIGHTS**

**RESOLUTION APPROVING THE CITY OF INVER GROVE HEIGHTS AMERICANS WITH
DISABILITIES ACT (ADA) TRANSITION PLAN FOR TRANSPORTATION INFRASTRUCTURE**

RESOLUTION NO. _____

WHEREAS, the American with Disabilities Act Policy and Procedures was approved by Council on August 27, 2012 and revised by Council on January 12, 2015 with the policy primarily addressing access to buildings, operations of its programs, services and activities; and

WHEREAS, on January 9, 2017, Council reviewed and approved the public notice as required by Title II of the ADA of 1990 and Section 504 of the 1973 Rehabilitation Act; and

WHEREAS, Inver Grove Heights is required, under Section 504 and Title II of the Americans with Disabilities Act 1990 (ADA) and 28 CFR 35.105, to perform a self-evaluation of its current transportation infrastructure policies, practices, and programs; and

WHEREAS, MnDOT suggested that all MN cities update their ADA Transition Plan as it relates to highways, streets, walks and trails as this update is needed in order to be in compliance for receiving federal funding; and

WHEREAS, as required by Title 11 of ADA, 28 CFR. Part 35 Sec. 35.105 and Sec. 35.150, the City of Inver Grove Heights conducted a self-evaluation of its facilities within public rights of way and has developed a Transition Plan detailing how the City will ensure that those facilities are usable by individuals and this document serves as a supplement to the City's existing Transition Plan covering buildings, services, programs and activities; and

WHEREAS, the City worked with a consultant to prepare the final version of the ADA Transition Plan for Transportation Infrastructure; and

WHEREAS, public input from the community was sought for inclusion in the ADA Transition Plan for Transportation Infrastructure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Inver Grove Heights hereby approves the City of Inver Grove Heights Americans with Disabilities Act Transition Plan for Transportation Infrastructure dated April 2017, and this Plan will continue to be updated as conditions within the City evolve.

Approved by the City Council of the City of Inver Grove Heights this 28th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

ADA TRANSITION PLAN OPEN HOUSE

JUNE 1, 2017

SUMMARY OF COMMENTS

- Resident on Broderick reported walks affected by trees overhanging
- Resident noted cracks on walk traveling to McDonalds
- Suggested City consider electrical charging stations for wheelchairs – max. 2 mile separation
- Reported Holiday Gas, 8800 block, removed some walk
- Bridge at T.H. 52 and 80th Street walk has large gaps causing wheelchair tire issues
- White Pines has many wheelchair residents in two buildings
- Like the patching on walks done near Walmart
- Reported gap in walking paths at Cahill and Arbor Point
- Blaine Avenue – wheelchair has to ride on opposite side of street
- Requested trees be cleared away from walk along College Trail
- Sidewalk shoveling by residents is an issue for wheelchair users. Reports police department has been helpful when called.
- Resident requested space around truncated domes on ramps to assist rollerblading
- Have other styles of ramp markings been reviewed

City of Inver Grove Heights

Americans with Disabilities Act (ADA)

**Transition Plan for
Transportation Infrastructure**

April 2017

CITY OF INVER GROVE HEIGHTS

Inver Grove Heights Americans with Disabilities Act (ADA)

Transition Plan for Transportation Infrastructure

April 2017

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

**Thomas J. Kaldunski, P.E.
Registration No. 16798**

April 2017

Table of Contents

1. Introduction.....	4
a. Transition Plan Need and Purpose	
b. ADA and its Relationship to Other Laws	
2. Self Evaluation.....	4-5
a. Overview	
b. Evaluation	
c. Future Evaluations	
3. Policies and Practices.....	5-6
a. Previous Practices	
b. Current Policy	
4. Improvement Schedule.....	6-7
a. Priority Areas	
b. External Agency Coordinator	
c. Schedule	
5. ADA Coordinator	7
6. Implementation Schedule	7
7. Public Outreach	7
8. Grievance Procedure.....	8
9. Monitor the Progress	8
Appendices	9-21
A. Self Evaluation Results	
B. Budget/Schedule Information	
C. Public Outreach	
D. Contact Information	
E. Agency ADA ROW Design Standards and Procedures	
F. Glossary of Terms	
G. Relevant Memos	
i. Briefing Memo	
ii. ADA Transition Policy for Building	
Figures 1 though 6.....	22-27

1. Introduction

a. Transition Plan Need and Purpose

As required by Title II of ADA, 28 CFR. Part 35 Sec. 35.105 and Sec. 35.150, the City of Inver Grove Heights has conducted a self-evaluation of its facilities within public rights of way and has developed this Transition Plan detailing how the City will ensure that those facilities are usable by individuals. This document serves as a supplement to the City's existing Transition Plan covering buildings, services, programs and activities which may be reviewed at the Inver Grove Heights City Hall, 8150 Barbara Avenue.

b. ADA and its Relationship to Other Laws

Title II of ADA is companion legislation to two previous federal statutes and regulations: the Architectural Barriers Acts of 1968 and Section 504 of the Rehabilitation Act of 1973.

The Architectural Barriers Act of 1968 is a Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The requirements of the law apply to employers and recipients that receive financial assistance from any Federal department or agency.

Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

The City of Inver Grove Heights has PROWAG (2005), as adopted by the Minnesota Department of Transportation (MnDOT), as its design standard.

2. Self-Evaluation

a. Overview

Inver Grove Heights is required, under Section 504 and Title II of the Americans with Disabilities Act 1990 (ADA) and 28 CFR 35.105, to perform a self-evaluation of its current transportation infrastructure policies, practices, and programs. This self-evaluation will identify what policies and practices impact accessibility and examine how the City implements these policies. The goal of the self-evaluation is to document that, in implementing the City's policies and practices, the department is providing accessibility and not adversely affecting the full participation of individuals with disabilities.

This self-evaluation will examine and identify the condition of the City's pedestrian related infrastructures and potential improvements. Included in the evaluation are the sidewalks, bicycle/pedestrian trails, pavement conditions and traffic control signals that are located within the City rights of way. Barriers to accessibility identified in the self-evaluation and the possible remedies to the identified barrier are set out in this transition plan.

b. Evaluation

From 2012-2016, the City of Inver Grove Heights conducted an inventory of pedestrian facilities within its public right of way consisting of the evaluation of the following facilities:

- 17 miles of sidewalks (exterior accessible routes) (Figure 1)
- 18 miles of commuter trails (Figure 1)
- 397 curb ramps (Figure 6)
**For a definition of a curb ramp go to: <http://www.ada.gov/pcatoolkit/app1curbramps.htm>*
- 2 traffic control signals
- Northern 1/3 of City pavement ratings (Figure 4)

A detailed evaluation on how these facilities relate to ADA standards is found in Appendix A and may be updated periodically.

c. Future Evaluations

The City of Inver Grove Heights will continue to conduct evaluations to help identify priority areas for future improvements of the pedestrian infrastructure.

- In 2017, ICON pavement rating surveys will be conducted by Goodpointe, for the middle and southern thirds of the City.
- Regular maintenance inspections will be conducted by our City Public Works Department of the walks and trails.
- Curb ramps, sidewalks and commuter trails are improved to standard with new construction projects or as standalone projects as funding becomes available.
- Improvements are prioritized for completing certain trail gaps (Figure 3) and curb ramps throughout the City that will help with egress and bringing them up to standard.

3. Policies and Practices

a. Previous Practices

Since the adoption of the American's with Disabilities Act of 1990, the City of Inver Grove Heights has strived to provide accessible pedestrian features as part of the City's capital improvement projects.

As Federal guidance and MnDOT provided methods of improving accessible pedestrian accessible features, the City updated their procedures to accommodate these regulations.

Maintenance of pedestrian facilities within the public right of way has followed the practices set forth by the City. Prior to City's annual street improvement projects, pedestrian curb ramps in the project area are improved during concrete work. In addition, the City has conducted a series of annual projects to upgrade ramps between 2012 and 2015. Sidewalks are improved with new construction projects.

b. Current Policy

The City of Inver Grove Heights has developed this transition plan to establish policy. The City's past practices have followed our standard plates to ensure ramps and exterior accessible walks meet requirements. Specific policies, plans, and best management practices included in our standard plates are:

- Sidewalks are constructed to be a minimum of 3 feet wide, 10:1 or flatter slope depending on type of walkway, 2% side slope for water drainage, in good condition and no obstructions hindering egress.
- Curb ramps are constructed to be a minimum of 3 feet wide, contain a truncated dome depending on location of ramp, have side flares with 10:1 slopes, and have no lip at the gutter section.
- Traffic signals are installed to have push buttons that are accessible, or have the pedestrian indications on recall. More current signals will have audible pedestrian signals (APS).
- Street crossing policy will also be developed in 2018.

The City of Inver Grove Heights' obligation is to continue to provide accessible pedestrian design features as part of the City's capital improvement projects (Figure 5). Requests for accessibility improvements can be submitted to the City. Contact information for the City is located in Appendix D. The City has adopted ADA design standards and procedures as listed in Appendix E. These standards and procedures will be kept up to date with nationwide and local best management practices.

The City will continue to consider and respond to accessibility improvement requests. Accessibility improvements that have been deemed reasonable by the Title II ADA Coordinator will be scheduled consistent with transportation priorities. The City will coordinate with external agencies to ensure that all new or altered pedestrian facilities within the City's jurisdiction are ADA compliant to the maximum extent feasible.

4. Improvement Schedule

a. Priority Areas

The City of Inver Grove Heights has identified priority areas in the 2012-2016 self-evaluations as follows:

- Municipal State Aid Streets
- Collector Streets
- Arterial Streets
- Trail Gap Study
- Annual Pavement Management Program
- ICON Pavement Ratings

b. External Agency Coordination

Other agencies, including MnDOT, Dakota County, and Metro Transit, are responsible for pedestrian facilities within their jurisdiction located in the City of Inver Grove Heights.

The City will coordinate with those agencies to assist in facilitating of the elimination of accessibility barriers along their routes.

c. Schedule

The City of Inver Grove Heights has set the goals for improving the accessibility of its pedestrian facilities within the City's jurisdiction. Accessibility features on local roads, trails and walks, within the jurisdiction of the City will continue to approach ADA compliance.

5. ADA Coordinator

In accordance with 28 CFR 35.107(a), the City of Inver Grove Heights has identified an ADA Title II coordinator to oversee the City policies and procedures. Contact information for this individual is located in Appendix D.

6. Implementation Schedule

Methodology

The City of Inver Grove Heights will utilize the scheduled street and utility improvement projects for upgrading pedestrian facilities to the current ADA standards. In some cases, special funding may allow for standalone sidewalk and ADA accessibility improvement projects.

7. Public Outreach

The City of Inver Grove Heights recognizes that public participation is a required component in the development of this document. Input from the community will be gathered and used to help define priority areas for improvements within the jurisdiction of the City of Inver Heights. Public outreach for the creation of this document will consist of the following activities:

- Council Worksession
- Project Open House Meetings
- City Council Meetings

This document will also be available for public comment; a schedule will be available in Appendix C.

8. Grievance Procedure

The grievance procedure for all the City facilities shall follow that detailed in the overall City ADA Plan. The procedure is as follows:

- Within 10 working days after the Grievant becomes aware of the alleged violation, he or she should submit the grievance to the Accessibility Coordinator. The grievance may be submitted on the grievance form or by describing the alleged violation, the structure involved, the date of the alleged violation, and the name and address of the person filing the grievance. The grievance may be made in writing, orally or by any other means that insures that the grievance is communicated to the Accessibility Coordinator.
- The Accessibility Coordinator will investigate and provide a written report with findings of fact, conclusions and a proposed resolution within ten (10) working days of final submission of the complaint. The Accessibility Coordinator will provide a copy of the written report to the Grievant.
- If the Grievant does not agree with the findings of fact, conclusions and proposed resolution, the Grievant may ask for a reconsideration of the grievance by the Accessibility Coordinator. The Grievant must forward the request for reconsideration to the Coordinator within ten working days of the date the Grievant receives the report of the Coordinator. The Coordinator may affirm, reverse or modify the terms of the issued report.

General Provisions

- The Grievant and Accessibility Coordinator may agree to extend any of the timelines set out in the grievance procedure but must do so in writing.
- The Grievant and the Accessibility Coordinator may agree to pursue mediation or other forms of alternative dispute resolution at any time during the grievance procedure.
- The Grievant may file a complaint with community, state, or federal agencies at any time before, during, or after the grievance process.

See Appendix H for Grievance Form

9. Monitor the Progress

This document will continue to be updated as conditions within the City evolve. The appendices in this document will be updated periodically, while the main body of the document will be updated as needed in the future. With each main body update, a public comment period will be established to continue the public outreach.

APPENDICES

A. Self-Evaluation Results	10
B. Schedule/Budget Information	11
C. Public Outreach	12
D. Contact Information	13
E. Agency ADA Design Standards and Procedures	14
F. Glossary of Terms	15
G. Briefing Memo	17
H. Grievance Procedure Policy	20

APPENDIX A

Self-Evaluation Results (Updated 2016)

This initial self-evaluation of pedestrian facilities yielded the following results (includes facilities along Dakota County roads if the City is responsible for their maintenance):

- Approximately 94% of sidewalks met accessibility criteria
- 12% of curb ramps met accessibility criteria
- Less than 1% intersections with sidewalks and trails did not have any curb ramps
- Approximately 89% of trails met accessibility criteria
 - ☐ Areas on the remaining 11% may be a challenge to meet ADA criteria due to the City's topography (Figure 2)
 - ☐ Trails and walks that are not ADA compliant will be signed to warn pedestrians of non-compliant conditions as City budgets allow
- Estimated 100% of traffic control signals had push buttons that are accessible, or had the pedestrian indications on recall
- The two (2) City traffic control signals do not have audible pedestrian signal (APS)
- ICON pavement ratings

Trail and walk calculations are for City owned and operated infrastructure only

APPENDIX B

Budget/Schedule Information

Cost Information

Unit Prices

Construction costs for upgrading facilities can vary depending on each individual improvement and conditions of each site. Costs can also vary on the type and size of project the improvements are associated with.

Listed below are representative 2016 costs for some typical accessibility improvements based on if the improvements are included as part of a retrofit type project, or as part of a larger comprehensive capital improvement project.

Intersection corner ADA improvement retrofit: +/- \$5,000 per corner
□ 350 ramps x \$5,000 = \$1,750,000

Traffic control signal APS upgrade retrofit: +/- \$20,000
□ 2 traffic signals X \$20,000 = \$40,000

Sidewalk / Trail ADA improvement retrofit: +/- \$5.00 per SF
□ 15,840 SF X \$5.00 = \$79,200

Entire Jurisdiction

Based on the results of the self-evaluation, the estimated costs associated with providing ADA accessibility within the entire jurisdiction is \$1,869,200. This amount represents a significant investment that the City of Inver Grove Heights is committed to making in the upcoming years. A systematic approach to providing accessibility will be taken in order to absorb the cost into the City's budget for improvements to the public right-of-way.

The total budget of \$1,869,200 can be reduced by including the ADA improvements as part of our capital projects. The following unit price estimates would apply on larger capital projects.

Intersection corner ADA improvement as part of adjacent capital project: +/- \$2,000 per corner

Traffic control signal APS upgrade as part of full traffic control signal installation: +/- \$10,000

Sidewalk / Trail ADA improvement as part of adjacent capital project: +/- \$3.50 per SF

APPENDIX C

Public Outreach

Posted notice on City Website/Cable

Targeted notices

Council Worksession.....May, 2017

Public Open HouseJune 1, 2017

Public Comment Period.....June 26, 2017

City Council MeetingJune 26, 2017

APPENDIX D

Contact Information

ADA Title II Coordinator

Name: Eric Carlson, Parks and Recreation Director
Address: 8055 Barbara Avenue, Inver Grove Heights, MN 55077
Phone: 651-450-2587
E-mail: ecarlson@invergroveheights.org

Public Right of Ways ADA Implementation Coordinator

Name: Thomas Kaldunski, P.E., City Engineer
Address: 8150 Barbara Avenue, Inver Grove Heights, MN 55077
Phone: 651-450-2572
E-mail: tkaldunski@invergroveheights.org

APPENDIX E

Agency ADA ROW Design Standards and Procedures

Intersection Corners

The City will attempt to construct or upgrade curb ramps or blended transitions to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted and those intersection corners will remain in the transition plan. As future projects or opportunities arise, those intersection corners shall continue to be incorporated into future work. Regardless of if full compliance can be achieved or not, each intersection corner shall be made as compliant as possible in accordance with the judgment of City staff.

Sidewalks/Trails

The City will attempt to construct or upgrade sidewalks and trails to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for segments of sidewalks or trails to achieve full accessibility within the scope of any project. Those limitations will be noted and those segments will remain in the transition plan. As future projects or opportunities arise, those segments shall continue to be incorporated into future work. Regardless if full compliance can be achieved or not, every sidewalk or trail shall be made as compliant as possible in accordance with the judgment of City staff.

Traffic Control Signals

The City will attempt to construct or upgrade traffic control signals to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for individual traffic control signal locations to achieve full accessibility within the scope of any project. Those limitations will be noted and those locations will remain in the transition plan. As future projects or opportunities arise, those locations shall continue to be incorporated into future work. Regardless of if full compliance can be achieved or not, each traffic control signal location shall be made as compliant as possible in accordance with the judgment of City staff.

Other Transit Facilities

Additional transit facilities are present within the limits of the City of Inver Grove Heights. Those facilities fall under the jurisdiction of Metro Transit. The City of Inver Grove Heights will work with Metro Transit to facilitate changes to those facilities so that they meet all appropriate accessibility standards. Other policies, practices and programs not identified in this document will follow the applicable ADA standards.

Design Standards

The City of Inver Grove Heights has PROWAG, as adopted by the Minnesota Department of Transportation (MnDOT), as its design standard.

APPENDIX F

Glossary of Terms

ABA: See Architectural Barriers Act.

ADA: See Americans with Disabilities Act.

ADA Transition Plan: Mn/DOT's transportation system plan that identifies accessibility needs, the process to fully integrate accessibility improvements into the Statewide Transportation Improvement Program (STIP), and ensures all transportation facilities, services, programs, and activities are accessible to all individuals.

ADAAG: See Americans with Disabilities Act Accessibility Guidelines.

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibrotactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): The Americans with Disabilities Act; civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Americans with Disabilities Act Accessibility Guidelines (ADAAG): contains scoping and technical requirements for accessibility to buildings and public facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

APS: See Accessible Pedestrian Signal.

Architectural Barriers Act (ABA): Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Capital Improvement Program (CIP): The CIP for the City includes an annual capital budget and a five-year plan for funding the new construction and reconstruction projects on the county's transportation system.

Detectable Warning: A surface feature of truncated domes built in or applied to the walking surface to indicate an upcoming change from pedestrian to vehicular way.

DOJ: See United States Department of Justice

Federal Highway Administration (FHWA): A branch of the US Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

FHWA: See Federal Highway Administration

Pedestrian Access Route (PAR): A continuous and unobstructed walkway within a pedestrian circulation path that provides accessibility.

Pedestrian Circulation Route (PCR): A prepared exterior or interior way of passage provided for pedestrian travel.

PROWAG: An acronym for the *Guidelines for Accessible Public Rights-of-Way* issued in 2005 by the U. S. Access Board. This guidance addresses roadway design practices, slope, and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.

Right-of-Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks, and trails creating public pedestrian access within a public entity's jurisdictional limits.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

Uniform Accessibility Standards (UFAS): Accessibility standards that all federal agencies are required to meet; includes scoping and technical specifications.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

United States Department of Justice (DOJ): The United States Department of Justice (often referred to as the Justice Department or DOJ), is the United States federal executive department responsible for the enforcement of the law and administration of justice.

APPENDIX G

Briefing Memo

BRIEFING MEMO

SUBJECT: Department of Justice / Department of Transportation Joint Technical Assistance on Title II of the Americans with Disabilities Act Requirements to provide curb ramps when streets, roads, or highways are altered through resurfacing

ISSUE: Throughout the nation, there are different interpretations and inconsistencies in enforcement of when curb ramps are required.

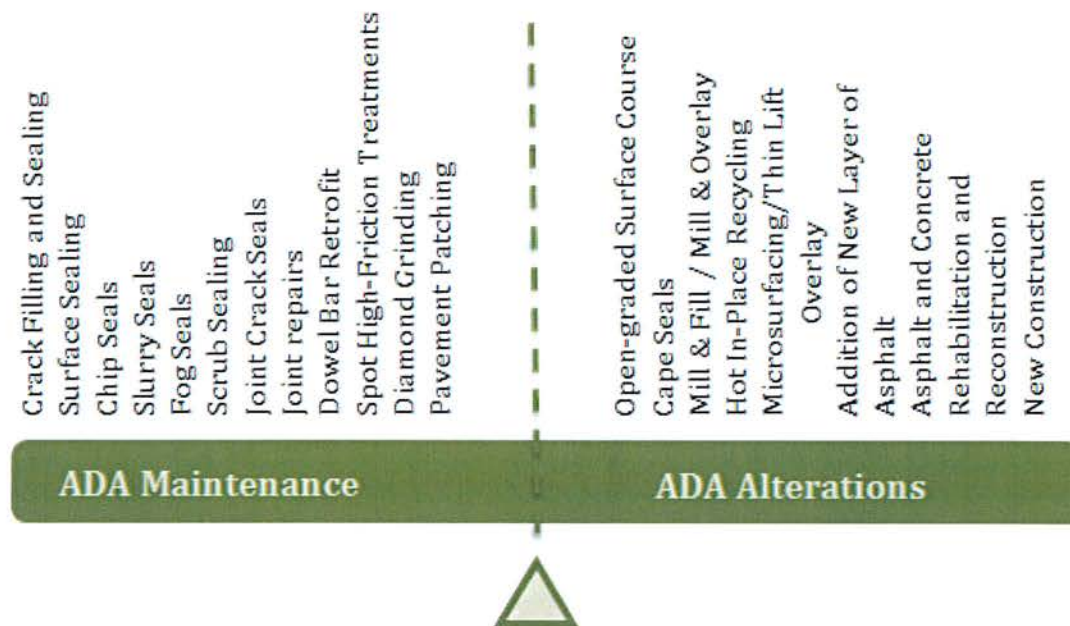
BACKGROUND

The Americans with Disabilities Act of 1990 (ADA) is a civil rights statute prohibiting discrimination against persons with disabilities in all aspects of life, including transportation, based on regulations promulgated by the United States Department of Justice (DOJ). DOJ's regulations require accessible planning, design, and construction to integrate people with disabilities into mainstream society. Further, these laws require that public entities responsible for operating and maintaining the public rights-of-way do not discriminate in their programs and activities against persons with disabilities. FHWA's ADA program implements the DOJ regulations through delegated authority to ensure that pedestrians with disabilities have the opportunity to use the transportation system's pedestrian facilities in an accessible and safe manner.

FHWA and DOJ met in March 2012 and March 2013 to clarify guidance on the ADA's requirements for constructing curb ramps on resurfacing projects. Projects deemed to be alterations must include curb ramps within the scope of the project.

SUMMARY OF GUIDANCE CLARIFICATION

This clarification provides a single Federal policy that identifies specific asphalt and concrete-pavement repair treatments that are considered to be alterations—requiring installation of curb ramps within the scope of the project—and those that are considered to be maintenance, which do not require curb ramps at the time of the improvement.



This approach clearly identifies the types of structural treatments that both DOJ and FHWA agree require curb ramps (when there is a pedestrian walkway with a prepared surface for pedestrian use and a curb, elevation, or other barrier between the street and the walkway) and furthers the goal of the ADA to provide increased accessibility to the public right-of-way for persons with disabilities. This single Federal policy will provide for increased consistency and improved enforcement.

MOVING FORWARD

Divisions are expected to initiate discussions with their Partnering Agency / State to:

1. Disseminate this clarification with regard to when curb ramps are required
 - a. States are expected to inform/assist local agencies
2. Establish a plan to implement this single Federal policy as soon as practical
 - a. FHWA Headquarters is not providing a set deadline for all projects to comply with this policy.
 - b. Projects that are ready for Construction Advertisement or are under contract may proceed.
 - c. The Division should evaluate the projects in the state pavement preservation/resurfacing program and agree on projects to comply with this policy.
 - d. The Division should work with its Partnering Agencies / States to evaluate and modify, if necessary, their existing resurfacing ADA policies to comply with this policy.

POINTS OF CONTACT:

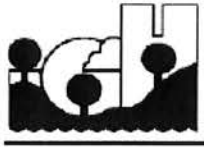
Brooke Struve, RC Safety & Design Team, CTSRC-LAK, 720-963-3270,
Brooke.Struve@dot.gov

Candace Groudine, Director-External Civil Rights, HCR, 202-366-4634,
Candace.Groudine@dot.gov

Robert Mooney, Pre-Construction Team Leader, HIPA, 202-366-2221,
Robert.Mooney@dot.gov

APPENDIX H

Grievance Procedure Policy



American with Disabilities Act Policy & Procedure

Department: Administration
Specific Policy: Grievance Procedure
Approved by Council: August 27, 2012
Date Revised by Council:

Purpose

Public entities must establish a grievance procedure. The purpose of the grievance procedure is to provide a means for timely resolution of all problems or conflicts related to ADA compliance before they escalate to the point where the grievant feels it necessary to report to the federal complaint process or litigation. This procedure must be just as accessible and appropriate for use by the public or employees.

Objectives

A grievance may be filed with the City of Inver Grove Heights Accessibility Coordinator if an individual believes there has been a violation of Section 504 or Title II of the Americans with Disabilities Act.

Any such grievance must be filed in writing within 30 days after the alleged violation occurred. The grievant must fully state the facts of the alleged violation and the remedy that is sought. The complaint should be in writing and contain information about the alleged discrimination such as name, telephone, number of grievant and location, date and description of the problem. Alternate means of filing complaints, such as personal interview or recording of the complaint, will be made available for persons with disabilities up request.

Name: Eric Carlson - Accessibility Coordinator
Address: 8055 Barbara Avenue, Inver Grove Heights, MN 55077
Office Telephone: 651.450.2587
Cell Phone: 763.350.8850
Email: ecarlson@invergroveheights.org
Website: www.invergroveheights.org
Hours Available: 8:00am – 4:30pm Central Standard Time
Services Available: Large print, braille, or audio

Individuals who need auxiliary aids for effective communication are invited to make their needs and preferences known to the Accessibility Coordinator.

Procedure

Step One

Within 30 working days after the Grievant becomes aware of the alleged violation, he or she should submit the grievance to the Accessibility Coordinator. The grievance may be submitted on the grievance form or by describing the alleged violation, the building involved, the date of the alleged violation, and the name and address of the person filing the grievance. The grievance may be made in writing, orally or by any other means that insures that the grievance is communicated to the Accessibility Coordinator.

Step Two

The Accessibility Coordinator will investigate and provide a written report with findings of fact, conclusions and a proposed resolution within ten (10) working days of final submission of the complaint. The Accessibility Coordinator will provide a copy of the written report to the Grievant.

Step Three

If the Grievant does not agree with the findings of fact, conclusions and proposed resolution, the Grievant may ask for a reconsideration of the grievance by the Accessibility Coordinator. The Grievant must forward the request for reconsideration to the Coordinator within ten working days of the date the Grievant receives the report of the Coordinator. The Coordinator may affirm, reverse or modify the terms of the issued report.

General Provisions

The Grievant and Accessibility Coordinator may agree to extend any of the timelines set out in the grievance procedure but must do so in writing.

The Grievant and the Accessibility Coordinator may agree to pursue mediation or other forms of alternative dispute resolution at any time during the grievance procedure.

The Grievant may file a complaint with community, state, or federal agencies at any time before, during, or after the grievance process.

**City of Inver Grove Heights
AMERICANS WITH DISABILITIES ACT GRIEVANCE FORM**

NAME: _____ TODAY'S DATE: _____
ADDRESS: _____ E-MAIL: _____
PHONE NUMBER: _____ CELL PHONE: _____
Name, Address, and Telephone Number of Alternate Contact Person:

Department alleged to have denied access:

Location: _____

I was denied access on: _____ (date)

Disability Statement
My disability is:

This problem is: _____ (temporary) _____ (permanent)

I am seeking access to the following City of Inver Grove Heights program or activity in which I haven't been able to participate because I need an accommodation: _____

Proposed access or accommodation: _____

Incident or Barrier:

Please describe the particular way in which you believe you have been denied the benefits of any services, program or activity or have otherwise been subjected to discrimination. Please specify dates, times and places of incidents and names and/or positions of agency employees involved; if any, as well as names, addresses and telephone numbers of any eye witnesses to any such incident. Attach additional pages if necessary. Include a description of the way in which you feel access may be facilitated to the benefits described above or the way in which accommodations could be provided to allow access.

Return this form to:

Eric Carlson, ADA Coordinator
Director of Parks and Recreation
8055 Barbara Avenue
IGH, MN 55077
651-450-2587
651-450-2490 (Fax)
ecarlson@invergroveheights.org

FIGURE 1

(2016 Trails and Sidewalks)

FIGURE 1

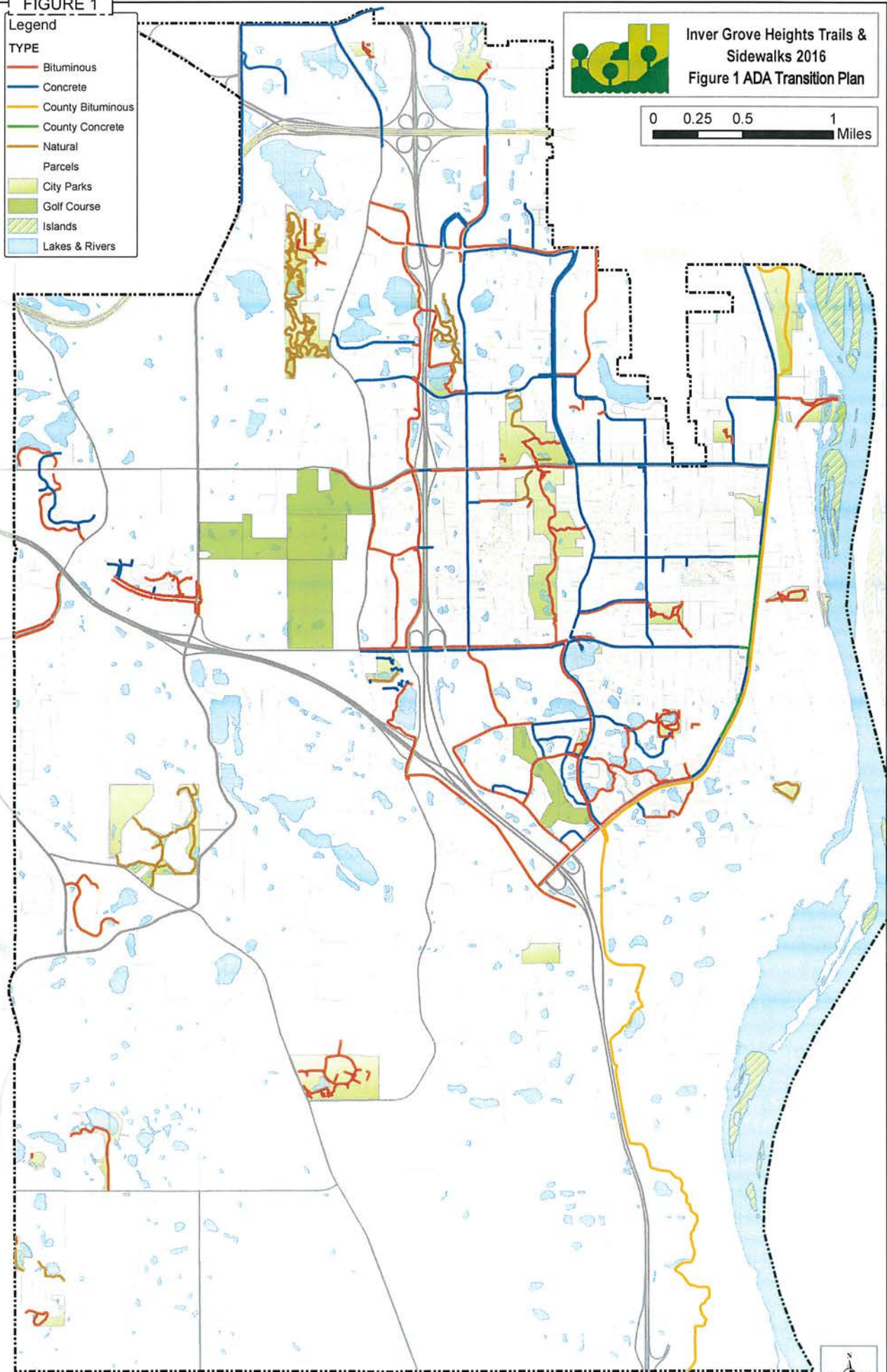
- Legend**
- TYPE**
- Bituminous
 - Concrete
 - County Bituminous
 - County Concrete
 - Natural
 - Parcels
 - City Parks
 - Golf Course
 - Islands
 - Lakes & Rivers



Inver Grove Heights Trails &
Sidewalks 2016
Figure 1 ADA Transition Plan

0 0.25 0.5 1
Miles

Document Path: C:\GIS\Drawings\Inver Grove Heights\Trails_Sidewalks_2016\Drawings\Trails_Sidewalks_2016.dwg Date: 12/22/2016 3:52:51 PM User: soddemall



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED. Map produced by the City of Inver Grove Heights. Copyright © City of Inver Grove Heights 2016.



FIGURE 2

(Trails and Sidewalks with Greater Than 8% Slope)

Legend

TYPE

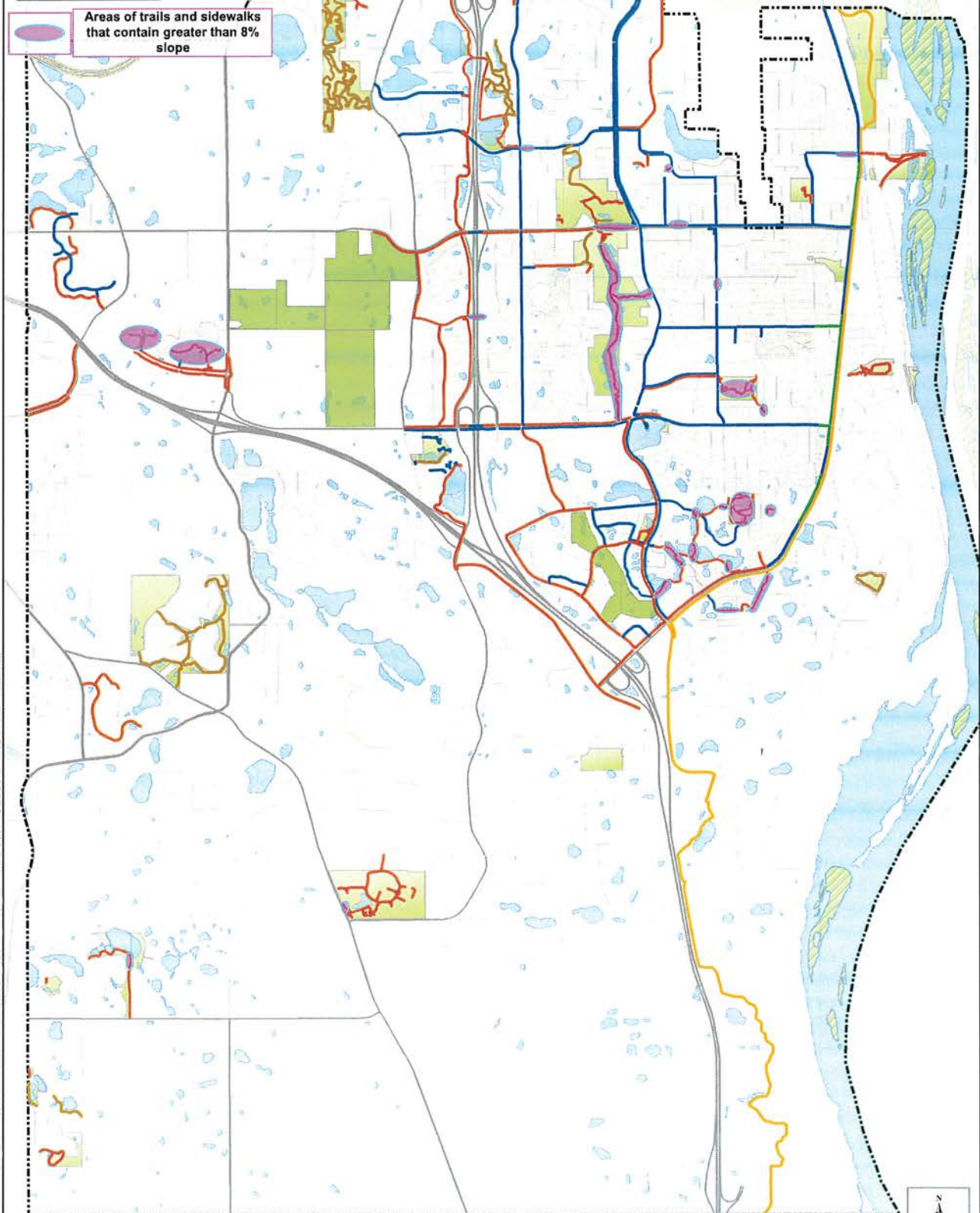
-  Bituminous
 Concrete
 County Bituminous
 County Concrete
 Natural
 Parcels
 City Parks
 Golf Course
 Islands
 Lakes & Rivers

**Areas of trails and sidewalks
that contain greater than 8%
slope**



**Inver Grove Heights
2016
Figure 2 ADA Transition Plan
City Maintained Trails With
Greater Than 8% Slope**

A horizontal scale bar with a black background and white markings. The markings are labeled 0, 0.25, 0.5, and 1. The unit 'Miles' is written at the right end of the bar.



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Map produced by the City of Inver Grove Heights. Copyright © City of Inver Grove Heights 2016.



FIGURE 3

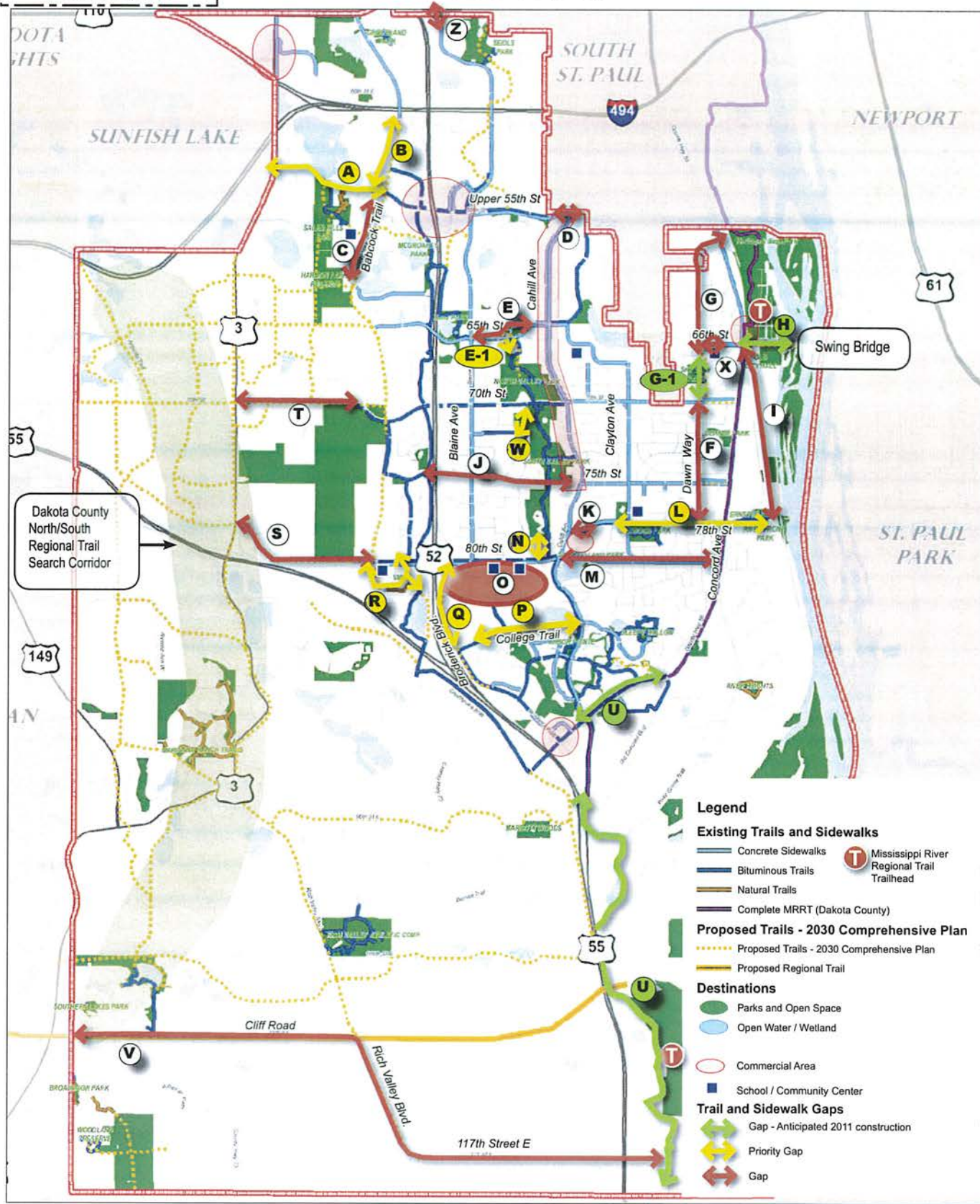
(Trail and Sidewalk Gap Map)

Note This map does not reflect recent improvements on the following segments:

- a) P – College Trail Improvements
- b) R – Barbara Avenue Sidewalk Improvement
- c) L – 78th Street Sidewalk (South Grove Area)
- d) H – Swing Bridge Trail Improvements
- e) G-1 – Walk Improvements on Dawn Way
- f) B and C – Currently in Project Development
- g) A – Currently in Project Development with Upper 55th Feasibility

FIGURE 3

Trail and Sidewalk Gap Map



Hoisington Koeigler Group Inc.

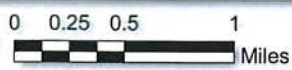


FIGURE 4

(ICON Pavement Rating Maps of Trails)

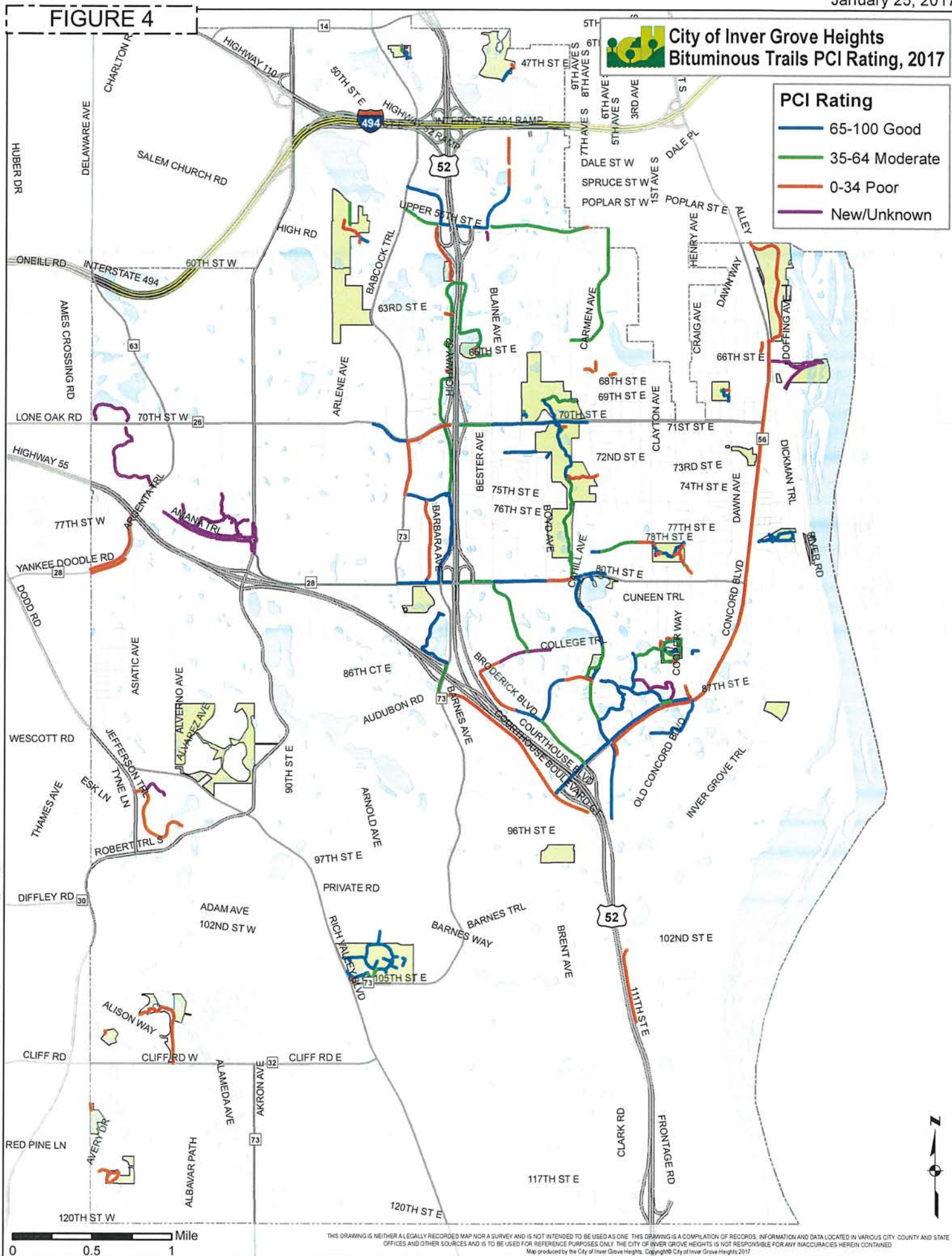


FIGURE 5

(Pedestrian Curb Ramp Assessments)

FIGURE 5



Pedestrian Curb Ramps

ADA Accessibility Specifications Assessment

City of Inver Grove Heights, Engineering and GIS

Compiled by Andra Bontrager, GIS Technician, December 9, 2014

Pedestrian ramps were surveyed for ADA criteria for accessibility in 2013-2014. Data were collected for pedestrian ramps to determine the current condition of IGH pedestrian ramps per the ADA specifications. Field measurements were taken for the following features: Ramp Type, Deteriorated, Domes, Landing Clear, Ramp Clear, Heaved Pan Ramp, Heaved Landing, Ramp Width, Running Slope, Cross Slope, Vehicle Obstruction, Returned or Flared Side, Returned Curb Side, Built Up Ramp, Marked Crossing, Corner Type Ramp Distance, Built Up Complain, Comments, Flush Top, Flush Bottom, Gutter Slope, Flared Side Slope Right, Flared Side Slope Left, and Clear Space ≥ 48 .

GIS was used to assess the categorical and quantitative feature values for each pedestrian ramp in order to identify the location of pedestrian ramps that fall within ADA specifications and also to quantify the level of ADA compliance for ramps that are not in compliance with the ADA specifications. Curb ramp specifications were collected from the ADA Accessibility Survey Instructions on Curb Ramps from:

<http://www.ada.gov/pcatoolkit/app1curbramps.htm>

The ADA criteria were used to select feature sets from the Pedestrian Ramps GPS collected data in GIS using the following summary of criteria and specifications:

PedRampComplete_ADA_2014							
Field Alias	Field Name	Domain	Min	Max	FAIL VALUE	VALUE FIELD	FAIL Score
Deteriorated	Deteriorat	YES/NO			YES	DET_VAL	-1
Domes	Domes	YES/NO			NO	DOM_VAL	-1
LandingClear	LandingCle	YES/NO			NO	LC_VAL	-1
RampAClear	RampClear	YES/NO			NO	RC_VAL	-1
HeavedPanRamp	HeavedPanR	YES/NO			YES	HPR_VAL	-1
HeavedLanding	HeavedLand	YES/NO			YES	HLD_VAL	-1
Ramp Width	RampWidth	RANGE	4	45	< 3'	RW_VAL	-1
Running Slope	RunningSlo	RANGE	-50	20	> 8.33	RS_VAL	-1
Cross Slope	CrossSlope	RANGE	0	32	> 2%	CS_VAL	-1
VehicleObstruction	VehicleObs	YES/NO			YES	VO_VAL	-1
Corner Type Ramp Distance	CornerType	RANGE	0	108	< 48" IF Corner	CT_VAL	-1
FlushTop	FlushTop	YES/NO			NO	FT_VAL	-1
Flush Bottom	FlushBotto	YES/NO			NO	FB_VAL	-1
Gutter Slope	GutterSlop	RANGE	-12.7	12.8	> 5%	GS_VAL	-1
Flared Side Slope Right	RFlaredSid	RANGE	-7	29.3	SEE CLEAR SPACE	TCR_VAL	-1
Flared Side Slope Left	LFlaredSid	RANGE	-5.6	55	SEE CLEAR SPACE	TCL_VAL	-1
Clear Space ≥ 48	TopClearSp	YES/NO			IF YES, THEN Flare > 10%; IF NO, THEN Flare > 8.33%		
ADAComplia	ADAComplia				ADA COMPLIANT = 0	Total ADA_SCORE	-16

Results

Outputs from the compliance assessment resulted in a 12.14% full ADA compliance rating for the City of Inver Grove Heights (42 passing curb ramps of a total n=346). The overall rate of ADA compliance including MNDOT ramps in the municipality is 11.9% (44 passing curb ramps of a total n=370). The compliance rating is based upon a 100% passing score for all 16 criteria.

The remaining pedestrian curb ramps had a negative fail score in at least one of the ADA criteria, ranging from 1 to 7 variables total that failed to meet ADA specifications. The overall fail scores ranged from -1 to -7, as such the overall rate of failure to fully comply with ADA criteria as between 93.75% (-1 score, n=109) and 56.25% (-7 score, n=1). The overall compliance rating was approximately 88%, wherein the majority of pedestrian curb ramps in Inver Grove Heights are passing in compliance with 14 of 16 ADA criteria. The failure rates for the variables are summarized in Exhibit 1 and Table 1.

EXHIBIT 1

2017

2015 Ped Ramp Results

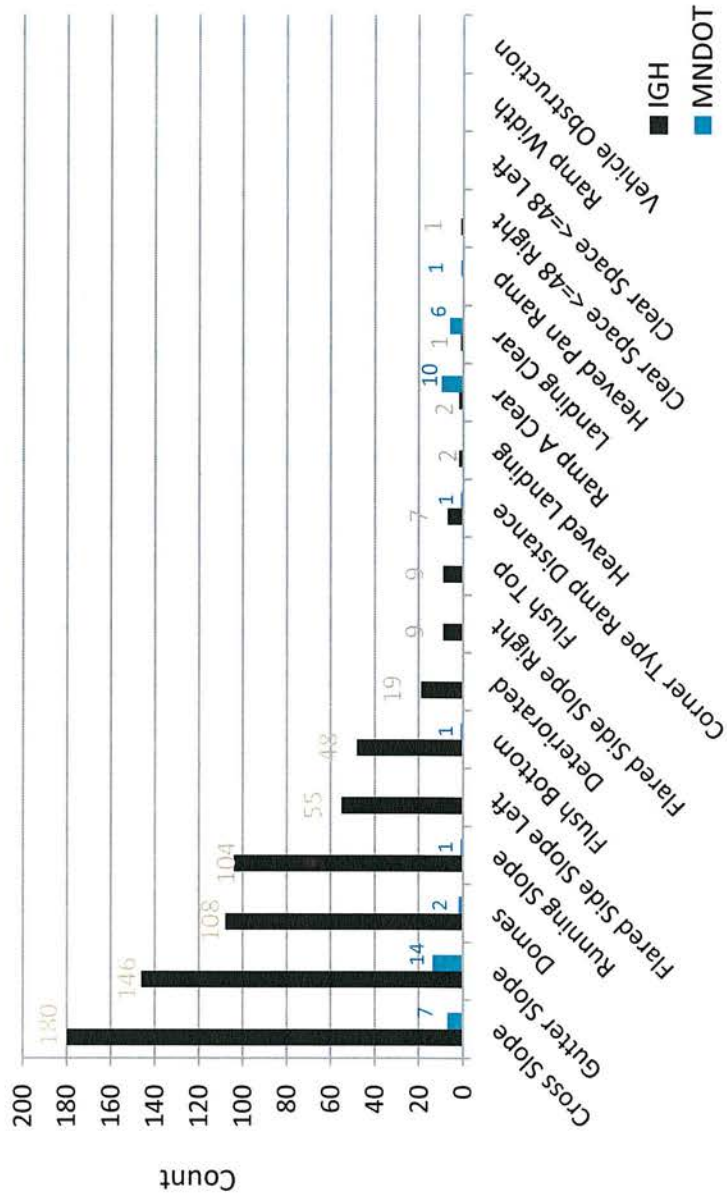
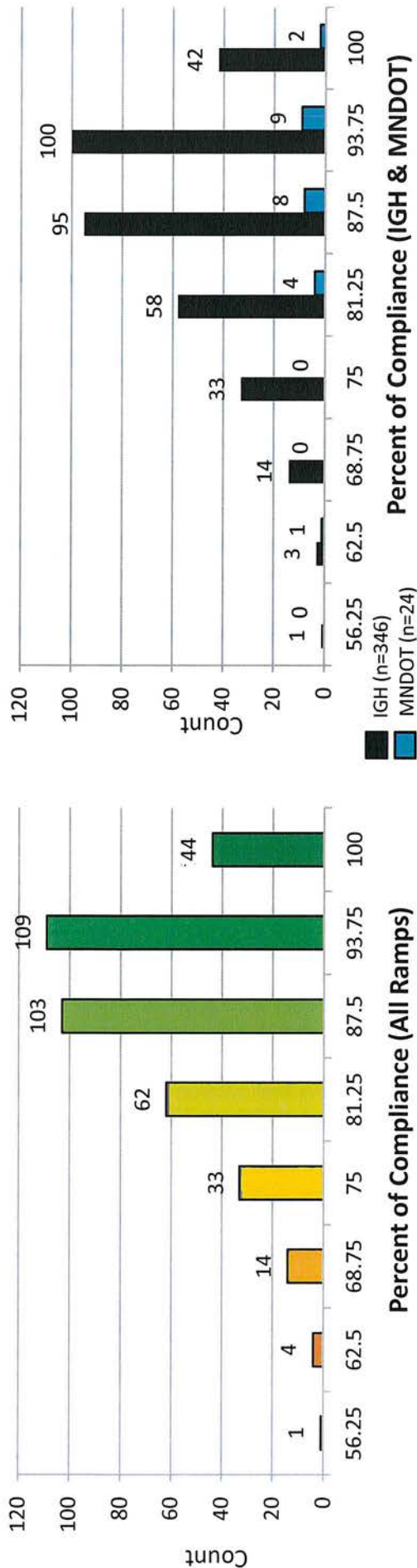


EXHIBIT 1.1

2017

2015 Ped Ramp Results Continued

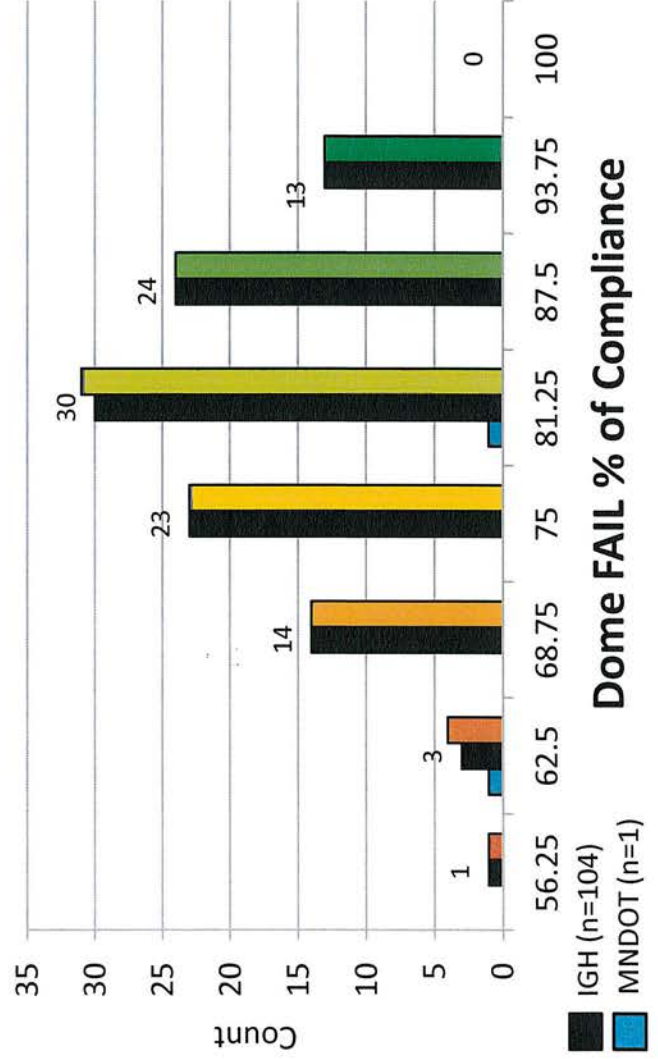
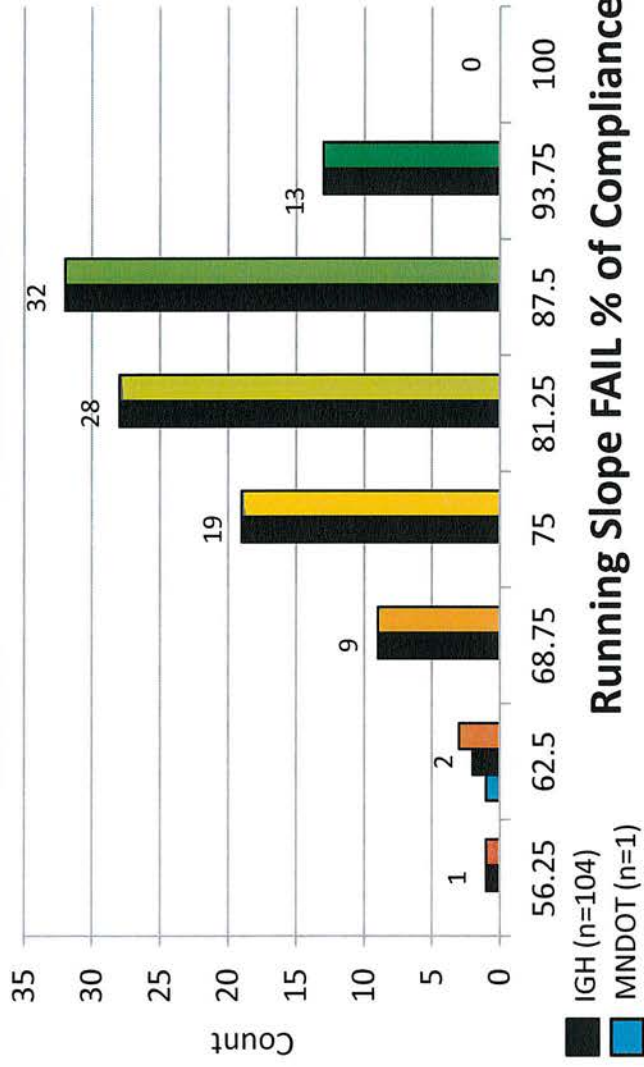


EXHIBIT 1.2

2017

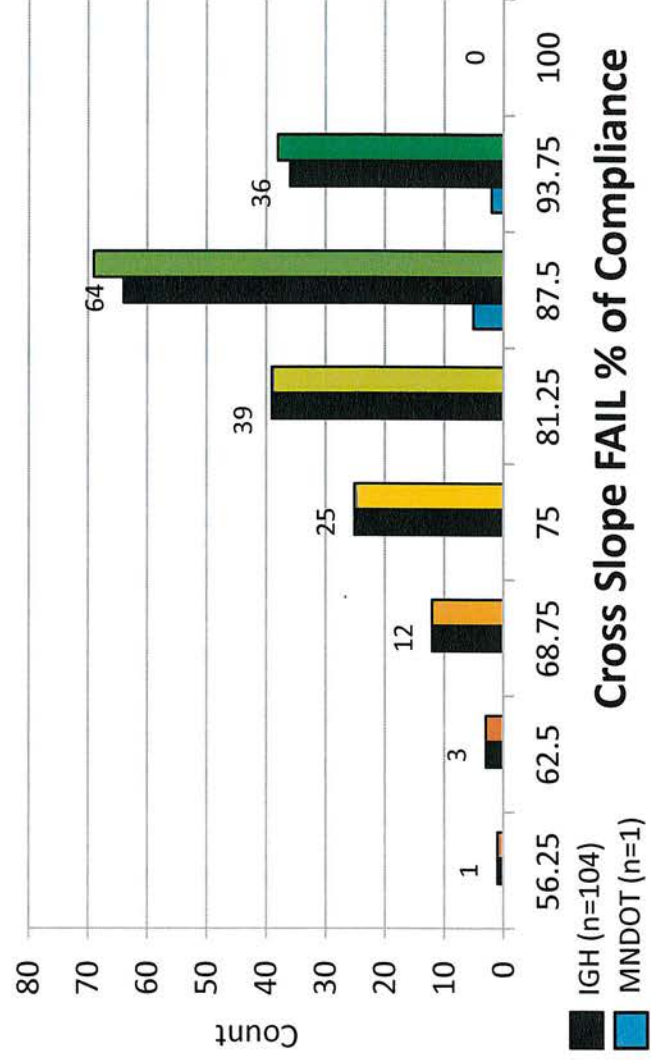
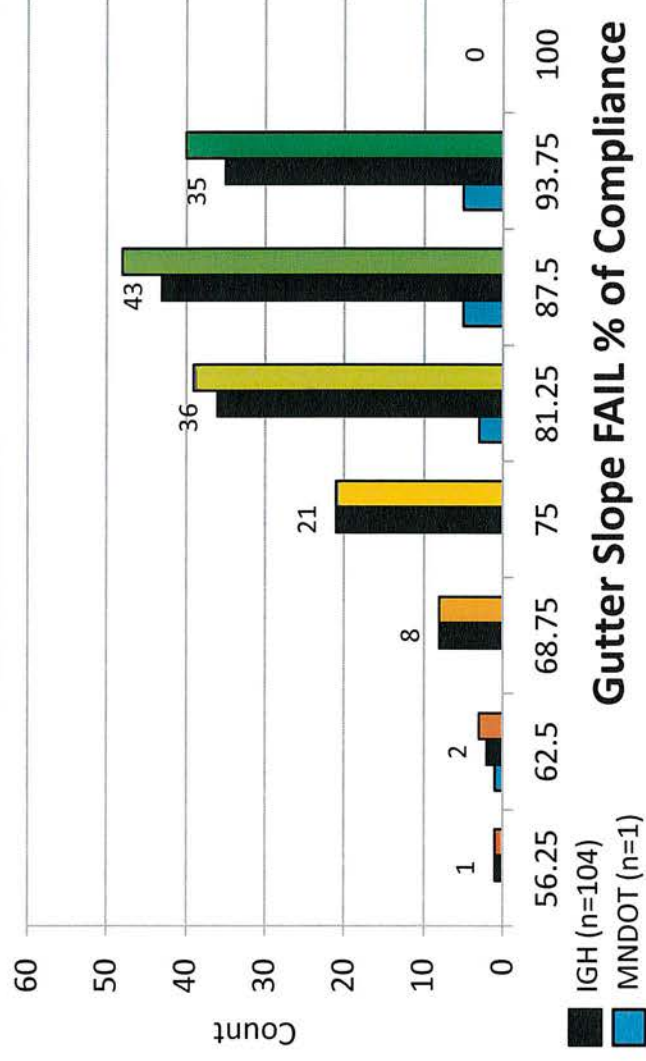


TABLE 1

Output summary from curb ramp ADA criteria compliance assessment.

Pedestrian Curb Ramps Compliance Assessment Outputs

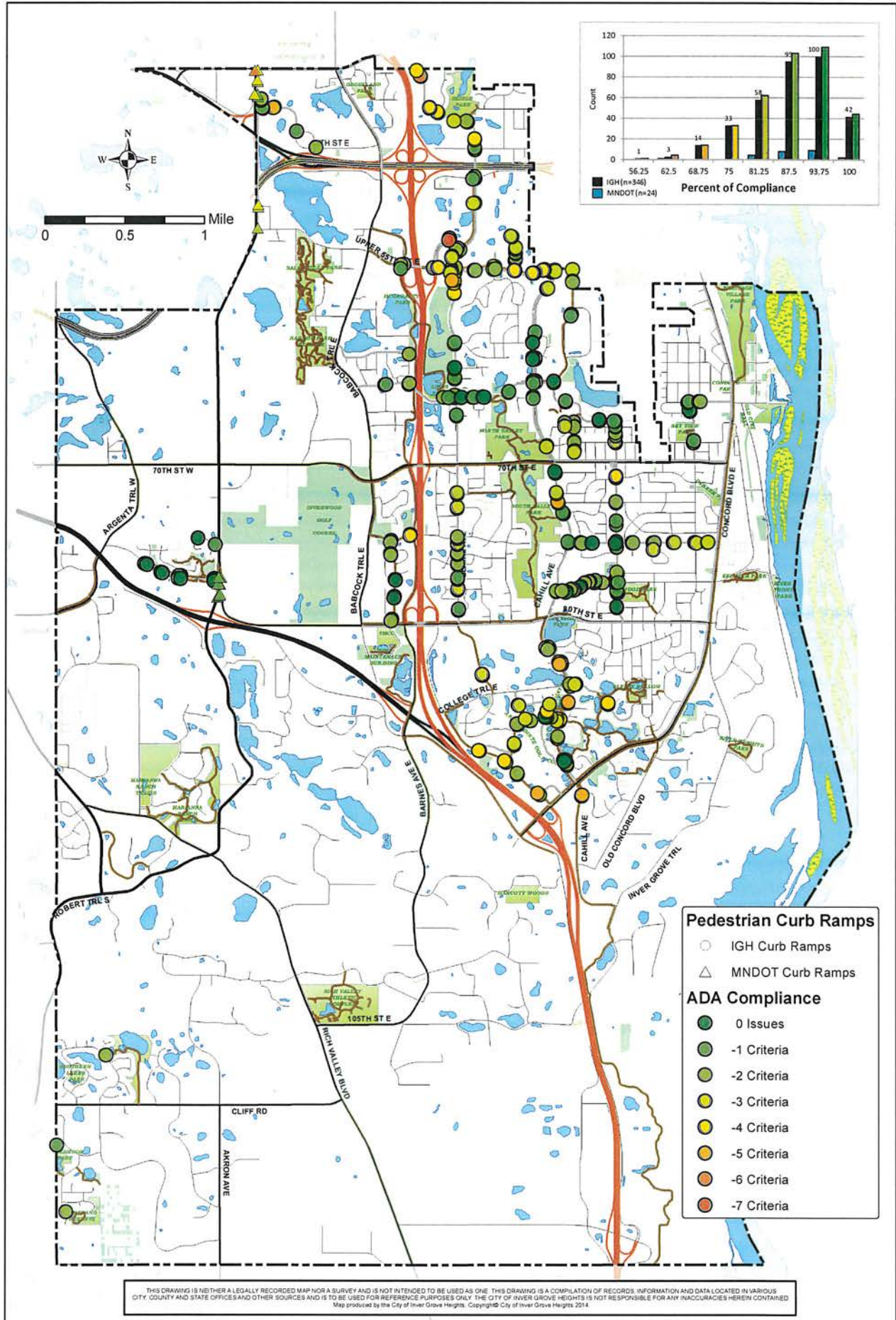
Field Alias	Field Name	FAIL?	FAIL Score	Summary Results			
				Attribute	Count n=370	IGH	MNDOT
						count	count
						n=346	n=24
Deteriorated	Deteriorat	YES	-1	DET_VAL	19	19	0
Domes	Domes	NO	-1	DOME_VAL	110	108	2
LandingClear	LandingCle	NO	-1	LC_VAL	7	1	6
RampAClear	RampClear	NO	-1	RC_VAL	12	2	10
HeavedPanRamp	HeavedPanR	YES	-1	HPR_VAL	1	0	1
HeavedLanding	HeavedLand	YES	-1	HLD_VAL	2	2	0
Ramp Width	RampWidth	< 3'	-1	RW_VAL	0	0	0
Running Slope	RunningSlo	> 8.33	-1	RS_VAL	105	104	1
Cross Slope	CrossSlope	> 2%	-1	CS_VAL	187	180	7
VehicleObstruction	VehicleObs	YES	-1	VO_VAL	0	0	0
Returned or Flared Side	SideTaper	n/a					
ReturnedCurbSide	ReturnedCu	n/a					
Built Up Ramp	BuiltUpRam	n/a					
MarkedCrossing	MarkedCros	n/a					
Corner Type Ramp Distance	CornerType	< 48" IF Corner	-1	CT_VAL	8	7	1
BuiltUpComplaing	BuiltUpCom	n/a					
Comments	Comments	n/a					
FlushTop	FlushTop	NO	-1	FT_VAL	9	9	0
Flush Bottom	FlushBotto	NO	-1	FB_VAL	49	48	1
Gutter Slope	GutterSlop	> 5%	-1	GS_VAL	160	146	14
Flared Side Slope Right	RFlaredSid	SEE CLEAR SPACE	-1	TCL_VAL	9	9	0
Flared Side Slope Left	LFlaredSid	SEE CLEAR SPACE	-1	TCR_VAL	55	55	0
		IF YES, THEN Flare > 10%; IF NO, THEN Flare >					
Clear Space >=48	TopClearSp	8.33%		TCL_NO_VAL	0	0	0
				TCR_NO_VAL	1	1	0
ADACompliance	ADAComplia	ADA COMPLIANT = 0	SUM poss. -16	Average ADA_SCORE		-1.98	-2.12
				Average % Compliance		87.52%	88.80%



City of Inver Grove Heights ADA Curb Ramp Accessibility Compliance

(Curb Ramps total n=370; IGH n=346, MNDOT n=24)

EXHIBIT 2

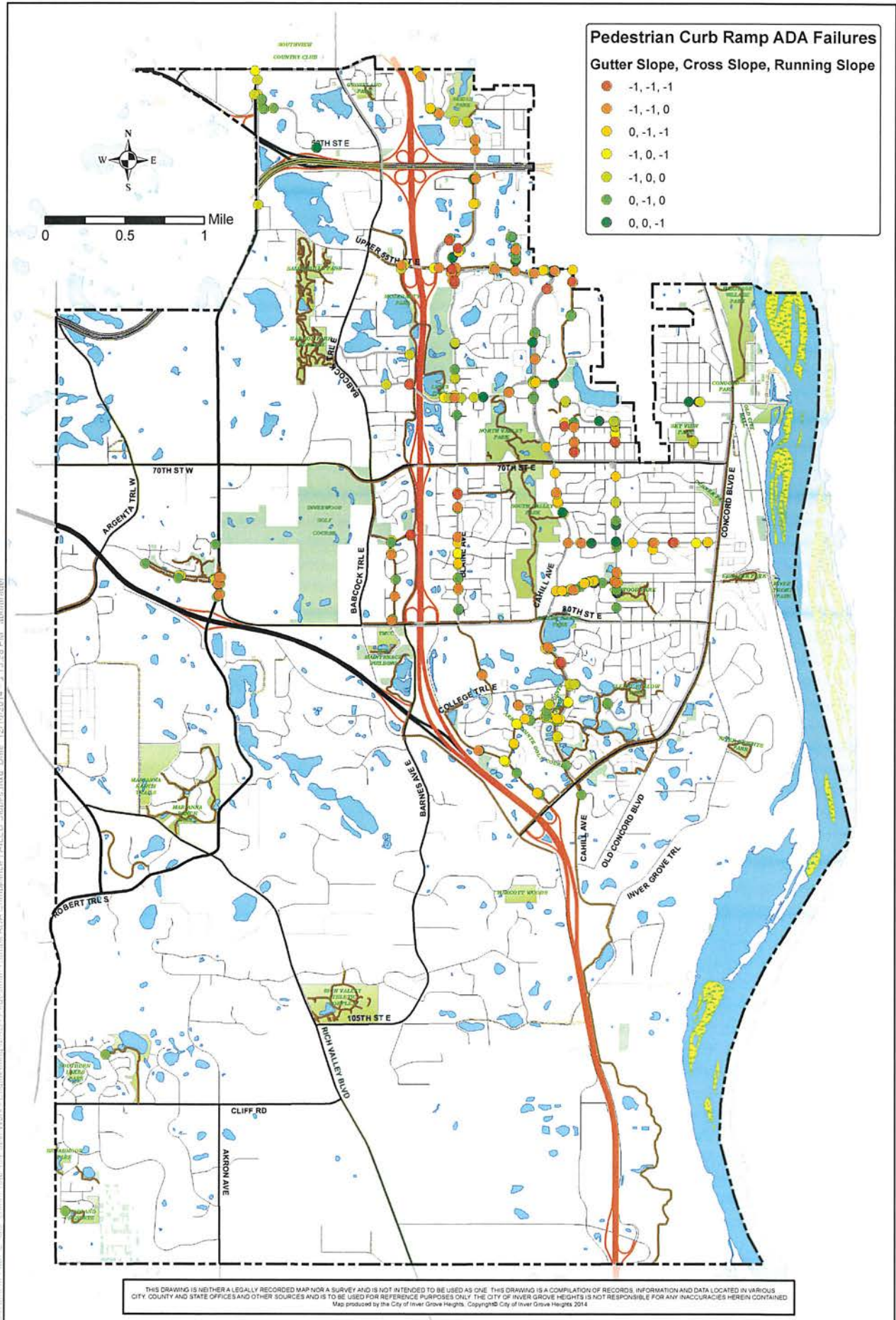




City of Inver Grove Heights ADA Curb Ramp Accessibility Compliance

(Slope FAIL Curb Ramps (n=296); including MNDOT Ramps (n=16))

EXHIBIT 3

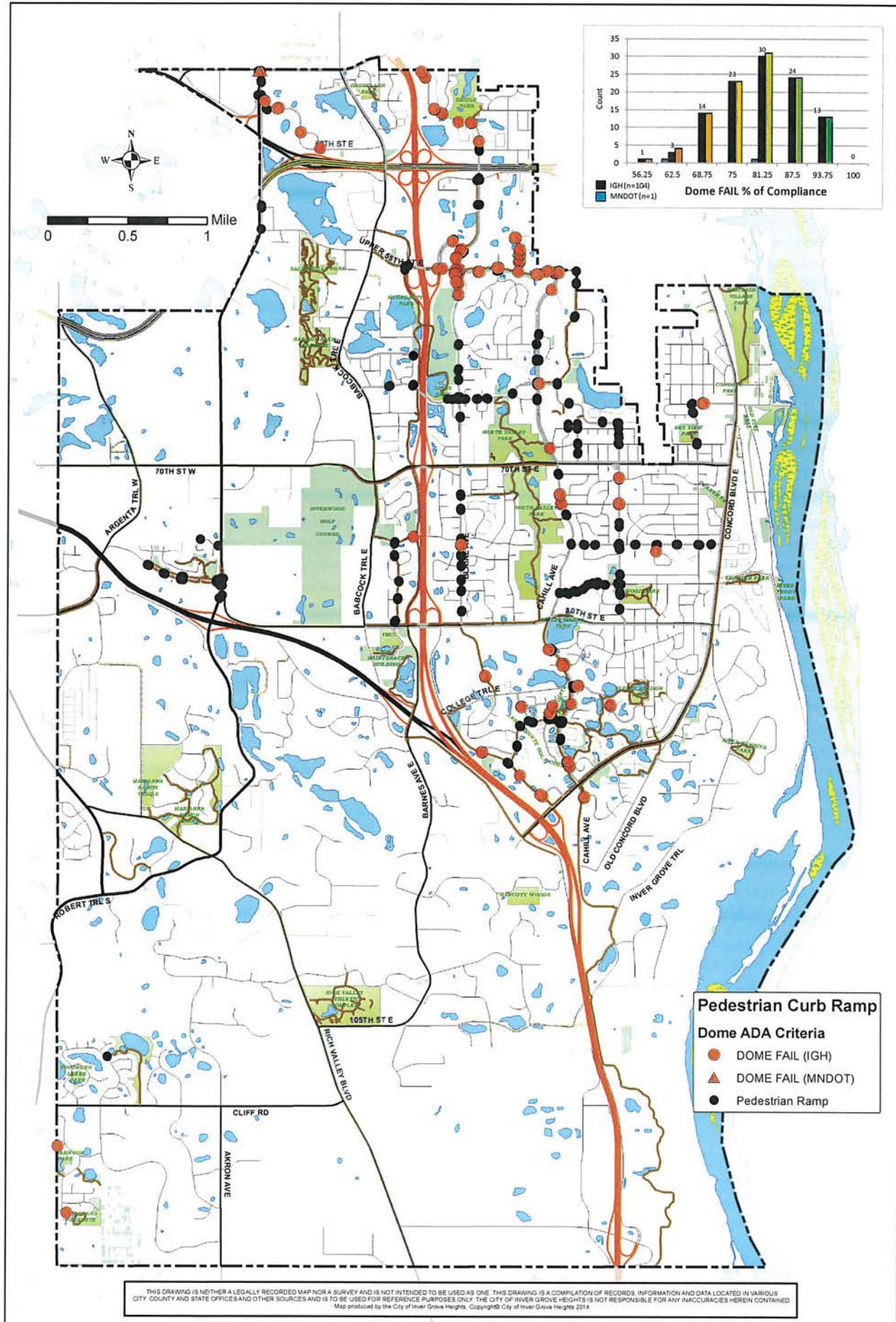




City of Inver Grove Heights ADA Curb Ramp Accessibility Compliance

(Dome FAIL Curb Ramps n=110; including 2 MNDOT)

EXHIBIT 4



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 28, 2017
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 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 Consider awarding the purchase of two Scott X380 Three-Button Thermal Imaging Cameras, each with (2) Batteries, Lanyard and truck charger to Clarey's Safety Equipment.

SUMMARY

One of the many tools used by the Inver Grove Heights Fire Department is a thermal imaging camera (TIC). These cameras, using temperature sensing technology, allow firefighters to do things like "see through smoke", which can assist in locating victims and determining the actual location of a fire. They can also be used to find victims thrown from crashed vehicles or someone lost in the woods after dark. Our Scott TICs for Engine 17 and Ladder 13 started failing over the past year. One TIC has been out for repairs twice in the past year and a second one was out once in November and has now quit working again in the last couple weeks. Past repairs have cost up to \$1,200.

Bids were received from two companies. Scott sells only through its authorized vendors which are set up by regions. There are two authorized vendors for Minnesota. The two bid amounts received were \$7,431.00 and \$8,359.25 per camera. The low bid was received from Clarey's. Through other purchases from Clarey's, our experiences have been positive and they provide good service.

Staff recommends going with Clarey's Safety Equipment for their lowest bid of \$7,431.00 per camera, for a total of \$14,862.00. This will be to purchase two Scott X380 Three-Button Thermal Imaging Cameras, each with (2) Batteries, Lanyard and truck charger. The funds are in the 2017 budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 28, 2017
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Cord
 Reviewed by: Janet Shefchik, HR Manager

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 Staff requests that Council approve the personnel actions listed below:

Please confirm the Part-Time/Temporary/Seasonal Employment of:

Parks & Recreation/VMCC

Kassebaum, Kylee, Lifeguard
 Peterson, Vaughn, Fitness Worker/Instructor/Trainer
 Phares, Connor, Shift Lead Lifeguard
 Youssef, Manal, Child Care Worker

Golf Course

Cherep, Thomas, Golf Course Laborer
 Crotty, Lori, Food & Beverage Concessionaire

Please confirm the Resignation/Termination of Employment of:

Firefighters

Buckley, Brandon
 Heagle, Robert
 McLoughlin, Merissa
 Wright, Jerret

Parks & Recreation/VMCC*

Alexander, Carre, Child Care Worker
 Anaya, Nicole, Lifeguard
 Anderson, Tanner, Lifeguard
 Kedrowski, Krista, Lifeguard
 Kuefler, Erika, Lifeguard
 Kuntz, Luke, Lifeguard
 Kurr, Amy, Lifeguard
 Kurr, Laura, Lifeguard
 Reeves, Ryan, Lifeguard
 Sweeney, Jackson, Lifeguard

**Please note the pool at the VMCC is now under construction and some staff are returning to school.*

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Liquor License Alcohol Compliance Check Failures 2017

Meeting Date: August 28, 2017
 Item Type: Public Hearing
 Contact:
 Prepared by: Michelle Tesser, City Clerk

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Per Inver Grove Heights Ordinance 4-1-19 Civil Penalties and Sanctions shall be imposed by the City Council for a violation of MN Statute 340A.503 Subd.2 of selling alcohol to a minor.

SUMMARY:

On July 7, 2017, police conducted an alcohol compliance check, two current liquor license holders failed. Those violators include Outback and Bierstube.

The City Clerk published the notice of public hearing in the South-West Review local paper on August 6, 2017. Both violators received notification by certified mail of the violation, alcohol training certification requirement and hearing date.

Outback provided the City Clerk with proof of alcohol training certification from the server who failed the compliance check. Bierstube did not provide a proof of alcohol training certification from the bartender who failed the compliance check. However, Bierstube Manager James Coleman told the City Clerk he will provide the certification before the City Council meeting on August 28, 2017. Per City Code Section 4-1-14 (J)(7), liquor licensees shall retain information about all persons who currently serve or sell alcoholic beverages. Per filing instructions, liquor license holders are responsible for the alcohol training certificate retention.

According to City ordinance, 4-1-19 (Civil Penalties and Sanctions), the City Council shall impose civil penalties for violations. Based on city records, this is the first violation in five years for Bierstube.

- The first violation is \$750.00 civil penalty.

Based on city records, this is the second violation in five years for Outback. The first violation was in 8/6/2016.

- The second violation is \$1,000 civil penalty AND one day license suspension.

The Council may impose penalties exceeding those stated in the section and at their sole discretion.

The City Code section, 4-1-19 is attached.

4-1-19: CIVIL PENALTIES AND SANCTIONS:

A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

1. Sold alcoholic beverages to another retail licensee for the purpose of resale;
2. Purchased alcoholic beverages from another retail licensee for the purpose of resale;
3. Conducted or permitted the conduct of gambling on the licensed premises in violation of the law;
4. Failed to remove or dispose of alcoholic beverages when ordered by the chief of police to do so under Minnesota statutes section 340A.508, subdivision 3;
5. Failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages; or
6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

1. First violation within the last five (5) years: Seven hundred fifty dollar (\$750.00) civil penalty.
2. Second violation within the last five (5) years: One thousand dollar (\$1,000.00) civil penalty and a one day license suspension.
3. Third violation within the last five (5) years: Two thousand dollar (\$2,000.00) civil penalty and a three (3) day license suspension.
4. More than three (3) violations in the last five (5) years: Two thousand dollar (\$2,000.00) civil penalty and a suspension of more than three (3) days or the council shall revoke the license.

C. Hearing And Notice: The licensee shall be granted a hearing upon at least ten (10) days' notice before revocation or suspension is ordered by the council. For purposes of this subsection, "notice" shall mean written notice served upon the licensee personally or by leaving the same at the licensee's usual place of abode with some person of suitable age and discretion then residing therein or by leaving the same at the licensed premises with the person in charge thereof. The notice shall state the time and place of the hearing and shall state the nature of charges against the licensee. No suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing

pursuant to Minnesota statutes sections 14.57 to 14.69 (the administrative procedures act). This subsection does not require the council to conduct the hearing before an employee of the office of administrative hearings. Imposition of a fine or suspension by either the council or the commissioner of public safety does not preclude the imposition of an additional fine or suspension by the other so long as the total fine or suspension does not exceed the maximum allowed by state statute. (Ord. 1276, 1-27-2014)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONDUCT PUBLIC HEARING TO CONSIDER APPLICATION FOR NEW OWNERS OF THE NOW CLOSED OFF-SALE LIQUOR LICENSE SALEM LIQUOR- PACHECO LLC dba SALEM LIQUOR

Meeting Date: August 28, 2017
Item Type: Public Hearing
Contact: 651.450.2513
Prepared by: Michelle Tesser

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:

Conduct a Public Hearing to consider the application for New Owners of the closed Off-Sale Liquor License for Pacheco LLC dba Salem Liquor premise located at 5300 S. Robert Trail #600. This is not a transferable license. This is considered a new application.

SUMMARY:

On 6/12/2017 the City Council approved a liquor license for Ochinerro LLC dba Salem Liquor for an Off-Sale Liquor License for the premise located at 5300 S. Robert Trail #600. Lee did not have authorization to conduct business because he did not have the signed and approved Off Sale Liquor License issued from the Alcohol & Gambling Enforcement Division. Lee was told by the City Clerk that the state must approve the license before he can operate the business. On the same day the license was approved by the city (6/12/2017) the owner of Ochinerro, LLC, Ochinerro Lee sold the business to Beatrice Pacheco through a Craig's List advertising.

Beatrice Pacheco told the City Clerk that Ochinerro Lee advised her not to apply for a city license because it would confuse the city.

On 7/12/2017, the City Clerk was notified by previous owner of Salem Liquor, Erica Lentsch that Lee sold the business. It was verified by the Inver Grove Heights Police Department that Lee no longer owned the business and the new owner was Beatrice Pacheco. City Attorney Tim Kuntz advised closing down the business immediately until Pacheco could apply for a city/ state license and provide insurance coverage.

Beatrice Pacheco has complied with the requests for information. She has been informed of the state/city law, procedures and yearly requirements of a license. The applicant paid the fees as required by City Code and provided proof of liquor liability insurance for the premise proposed to be licensed. She provided all the necessary documentation required as a new license holder.

The Police Department conducted a background investigation and found no basis for denial of the application.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONDUCT PUBLIC HEARING TO CONSIDER APPLICATION FOR NEW OWNERS OF THE ESTABLISHED OFF-SALE LIQUOR LICENSE (MGM Liquors) - JUST BECAUSE LIQUOR TOO LLC (DBA) MGM WINE & SPIRITS

Meeting Date: August 28, 2017

Item Type: Public Hearing

Contact: 651.450.2513

Prepared by: Michelle Tesser

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:

Conduct a Public Hearing to consider the application for New Owners of the Established Off-Sale Liquor License for MGM Liquors now Just Because Liquor Too LLC dba MGM Wine & Spirits premise located at 7804 Cahill Ave E. This is not a transferable license. This is considered a new application. This hearing was published in the South-West review local paper on August 6, 2017.

SUMMARY:

Just Because Liquor Too LLC dba MGM Wine & Spirits submitted an application for an Off-Sale Liquor License for the premise located at 7804 Cahill Ave E. The premise currently holds an Off-Sale License under the name MGM Liquors. The new owner is requesting the approval of an Off-Sale Liquor license. The name of the liquor store will change to MGM Wine & Spirits. This is not a transferable license and is considered a new application per City Code.

The applicant paid the fees as required by City Code and provided proof of liquor liability insurance for the premise proposed to be licensed. They provided all the necessary documentation required as a new license holder.

The Police Department conducted a background investigation and found no basis for denial of the application.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MIHM CUSTOM HOMES – Case No. 17-25PUD

Meeting Date: August 28, 2017
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider A Resolution approving the Final Plat, Final PUD Development Plan and related agreements for the plat of Windwood 2nd Addition.

- Requires 3/5th's vote.
- 60-day deadline: October 4, 2017 (second 60-days)

SUMMARY

The applicant is proposing the final PUD development plans for Windwood 2nd Addition, a 44 lot single family development located directly east of Blackstone Ridge. The City Council approved the preliminary plat and PUD on May 9, 2016.

ANALYSIS

The plat and development plans are consistent with the preliminary plans. Engineering has indicated they are comfortable with the final plans and they have met their conditions of approval. There are a few minor points to update on the plans but they will be approved by the city engineer before any works begins on site.

Connection Fees. The developer is required to pay shortage amount of building permit connection fees since the approved plan provides for less lots than the financial models assumed for this parcel. The shortage amount is \$468,050. A credit for land dedicated over 25% of the required open space is indentified in the contract. This credit amounts to \$72,520. Therefore, the adjusted shortage owned by the developer is \$395,530. This amount is in addition to the utility building permit connection fees. The adjusted amount will be divided by the number of lots and is payable at time of building permit for each lot.

Tree Replacement Shortage. The final landscape plan does not provide all of the necessary plantings required to meet the Tree Reforestation requirement. The developer will pay the difference in a cash dedication of \$99,600.

65th Street West Project Assesements. The future 65th Street abuts the property on the north side. Financing for the construction is contemplated to involve special assessments. The development contract identifies an agreement relating to Waiver and Assessment. Under the agreement, the developer agrees to waive an assessment appeal up to an amount of \$5,273 per lot.

RECOMMENDATION

Planning Staff: Recommends approval of the Final plans with the three conditions listed in the attached resolution.

Planning Commission: Reviewed the Final PUD plans on July 5, 2017 and recommended approval (6-0).

August 28, 2017
Council Memo – Mihm Custom Homes
Page 2

Attachments: Resolution approving the Final Plat, Final PUD Development Plans including Development Contract and Related Agreements (16 total documents) for the plat of Windwood 2nd Addition.
Final Plat and Plan Set.
Planning Commission Recommendation.
Planning Report.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FINAL PLAT, FINAL PUD DEVELOPMENT PLAN,
DEVELOPMENT CONTRACT, STORM WATER FACILITIES MAINTENANCE
AGREEMENT AND RELATED AGREEMENTS FOR THE PLAT OF WINDWOOD 2ND
ADDITION

CASE NO. 17-25PUD
(Mihm Custom Homes)

WHEREAS, a Final Plat and Final PUD Development Plan application has been submitted to the City for property legally described as;

Lots 2 and 3, Block 1, Windwood Addition

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on May 9, 2016;

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat and Final PUD Development Plan of Windwood 2nd Addition, Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements are hereby approved subject to the following conditions:

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

Final Plat
Sanitary and Watermain Plan (4 sheets)
Storm Sewer Plans (3 sheets)
Street Plan (3 sheets)
Sign and Lighting Plan
Grading Plan
Landscape Plan

No Date
dated 7/25/17*
dated 7/25/17*
dated 7/25/17*
dated 7/25/17*
dated 7/25/17*
dated 7/25/17

Site Plan/Open Space Plan

dated 7/29/16

* Final revisions to be approved by City Engineer

2. The final plat and final PUD approval is subject to execution of a development contract for the plat and subject to execution of the agreements referenced in the development contract. Said contract must be executed prior to release of the final plat for recording.
3. Prior to releasing the plat for recording, all engineering comments on the final grading, drainage and erosion control, utility plans and final plat relating to easements shall be addressed and approved by the City Engineer.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 28th day of August, 2017.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

WINDWOOD 2ND ADDITION

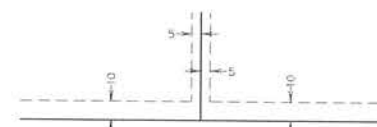


THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF LOT 1, BLOCK 1, WINDWOOD ADDITION, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 00°58'41" WEST.

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 42299.

- DENOTES FOUND CAST IRON MONUMENT
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH M.S. SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining street lines and rear lot lines unless otherwise indicated on the plat.

SECTION 6, TWP. 27, RGE. 22
LOCATION MAP
NO SCALE

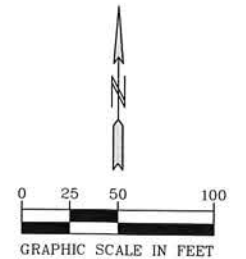
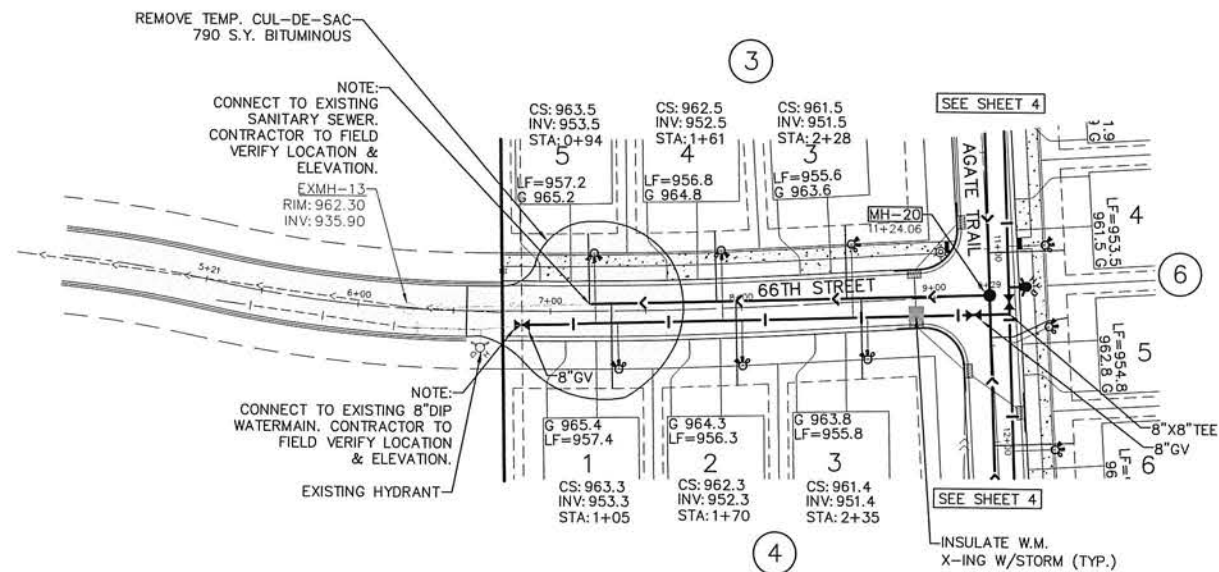


Scale in Feet
1 Inch = 50 Feet

SANITARY & WATERMAIN CONSTRUCTION NOTES

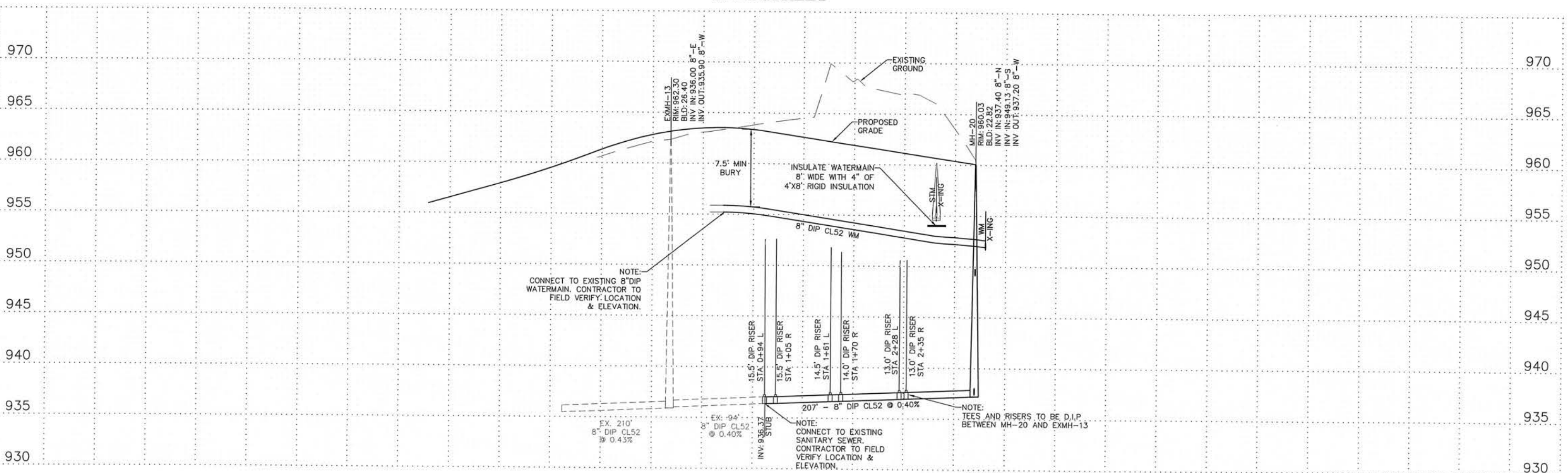
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2. WATER MAIN SERVICES SHALL TERMINATE AT THE ROW. SANITARY SERVICES SHALL EXTEND 10' PAST ROW.
3. SANITARY SEWER TRACER WIRE BOX SHALL BE PLACED AT ROW.
4. ALL SANITARY SEWER SERVICES AND RISERS SHALL BE 4" P.V.C. (SDR 26), UNLESS OTHERWISE NOTED, WITH A MINIMUM SERVICE GRADE OF 2%.
5. WATER SERVICES ARE 3' UP STREAM FROM SANITARY SERVICE WITH A MIN 7.5' BURY.
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7. ALL D.I.P. WATER MAIN SHALL BE CLASS 52 UNLESS OTHERWISE NOTED.
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9. SANITARY SEWER PIPE SDR 35 & 26 SHALL BE ASTM D-3034A.
10. ALL UTILITY CONFLICTS SHALL BE RESOLVED ACCORDING TO CITY STANDARD SPECIFICATIONS.
11. CONTRACTOR IS RESPONSIBLE FOR ALL TRENCH DESIGN AND MEETING ALL OSHA REGULATIONS.
12. MAINTAIN 10' HORIZONTAL AND 1.5' VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATERMAIN.
13. SANITARY SEWER INVERT ELEVATIONS ARE AT END OF SERVICE.
14. ACTIVATION OF WATERMAIN SYSTEM SHALL BE PERFORMED BY CITY PERSONNEL ONLY.
15. DEFLECTION TESTING FOR ALL NON-RIGID PIPE SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE FOR 30 DAYS.
16. THE SEWER AND WATER SERVICES SHALL BE INCLUDED IN THE PRESSURE AND LEAKAGE TESTING REQUIREMENTS FOR THE MAIN LINES.
17. ALL DIP SANITARY SEWER SHALL HAVE CERAMIC EPOXY LINING.

**NOTE: LOWER WATERMAIN SERVICES BELOW STORM PIPE



BENCH MARK
MnDOT BENCH 1908 E
NORTHEAST QUADRANT OF TRUNK
HWY 3 & COUNTY ROAD 26.
(NAVD88) ELEV=897.626

66TH STREET



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2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name: *Paul J. Chernie*
Reg. No.: 19860 Date: 6-5-2017

Revisions:
1. 6-15-2017 City Comments
2. 7-25-2017 City Comments

Date: 6-5-2017
Designed: PIC/BNM
Drawn: MSN

SANITARY SEWER & WATERMAIN

MIHM CUSTOM HOMES
842 IVY LANE
EAGAN, MN 55123

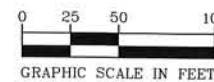
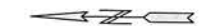
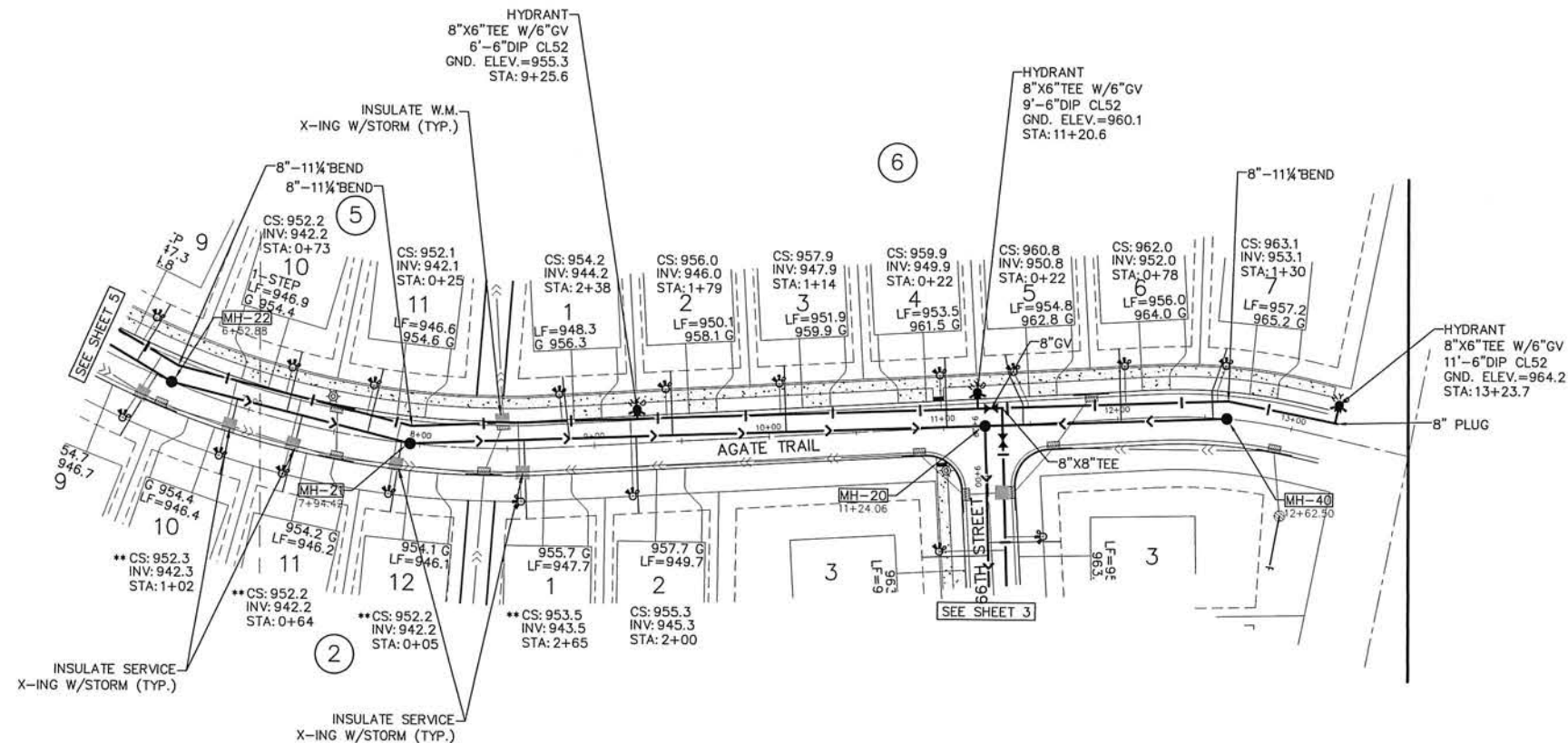
WINDWOOD 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

3 OF 21

SANITARY & WATERMAIN CONSTRUCTION NOTES

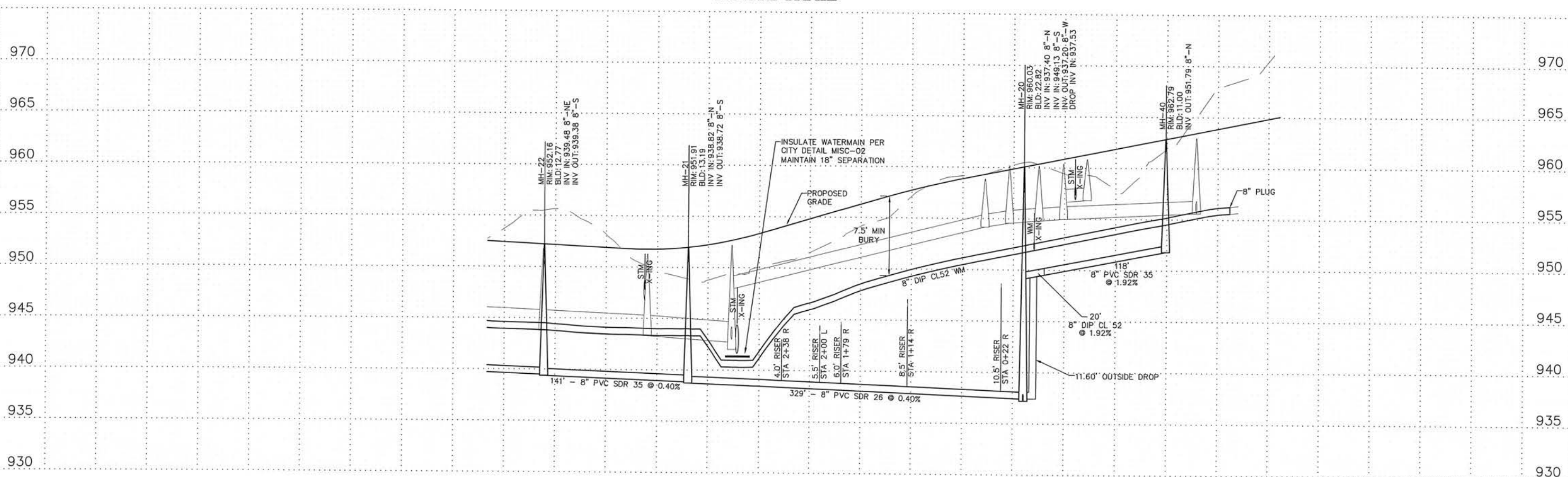
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AGATE TRAIL



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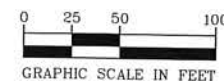
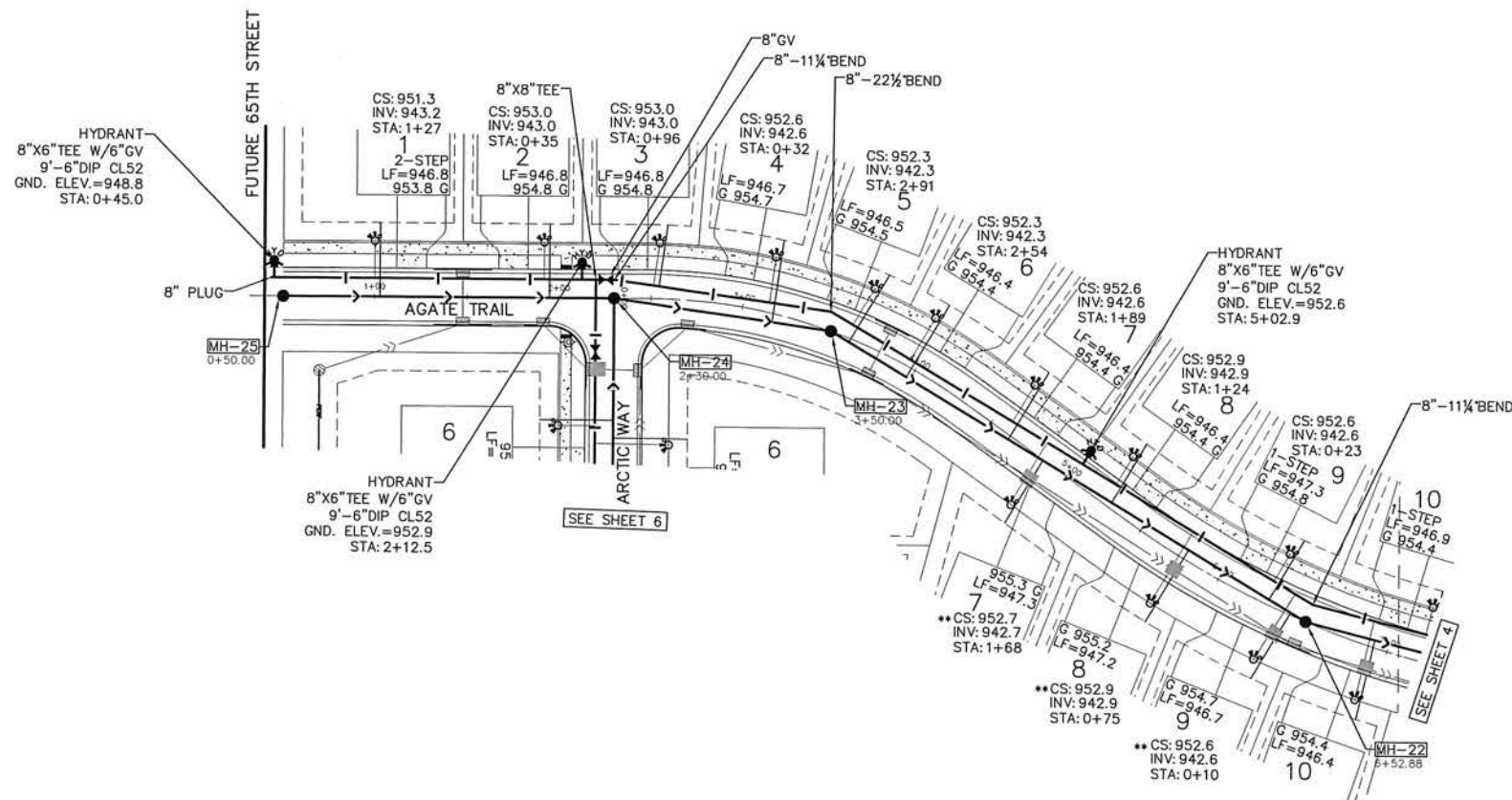
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4 OF 21

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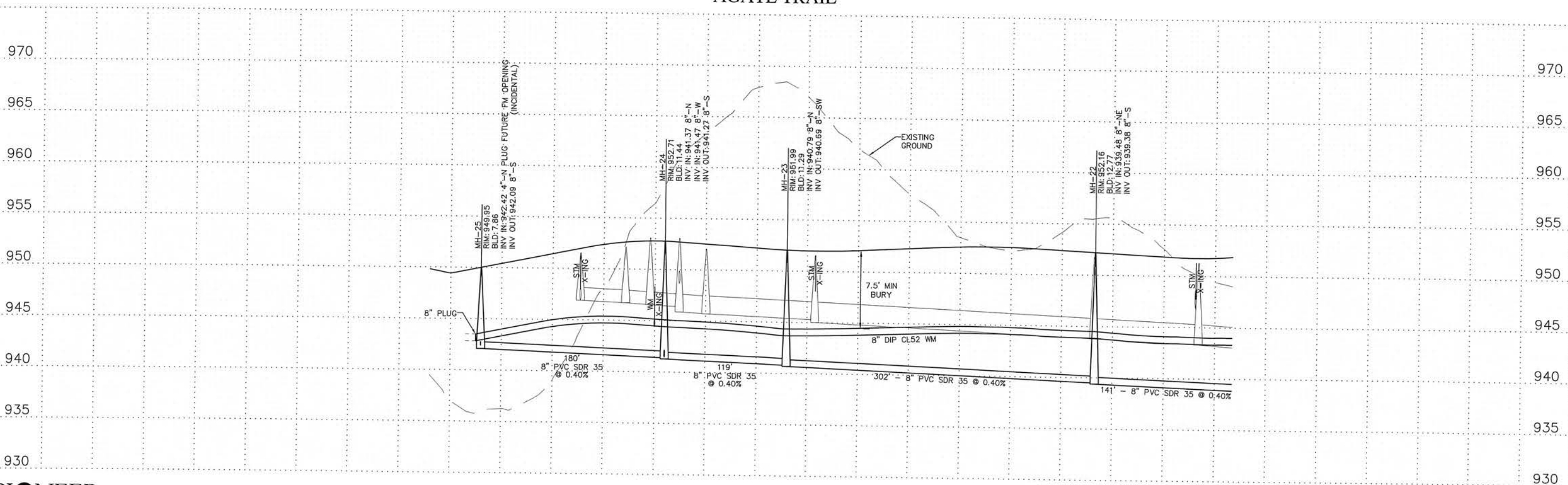
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Reg. No.: 19860 Date: 6-5-2017

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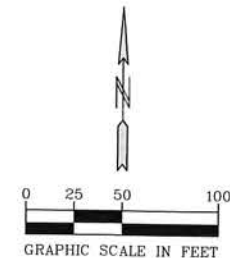
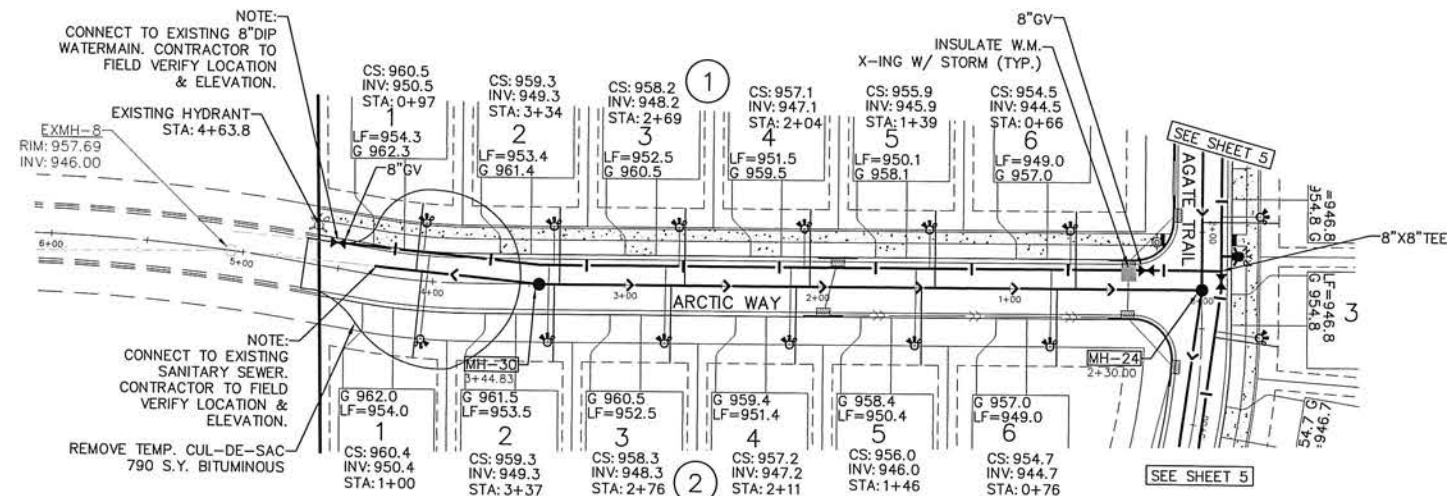
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5 OF 21

SANITARY & WATERMAIN CONSTRUCTION NOTES

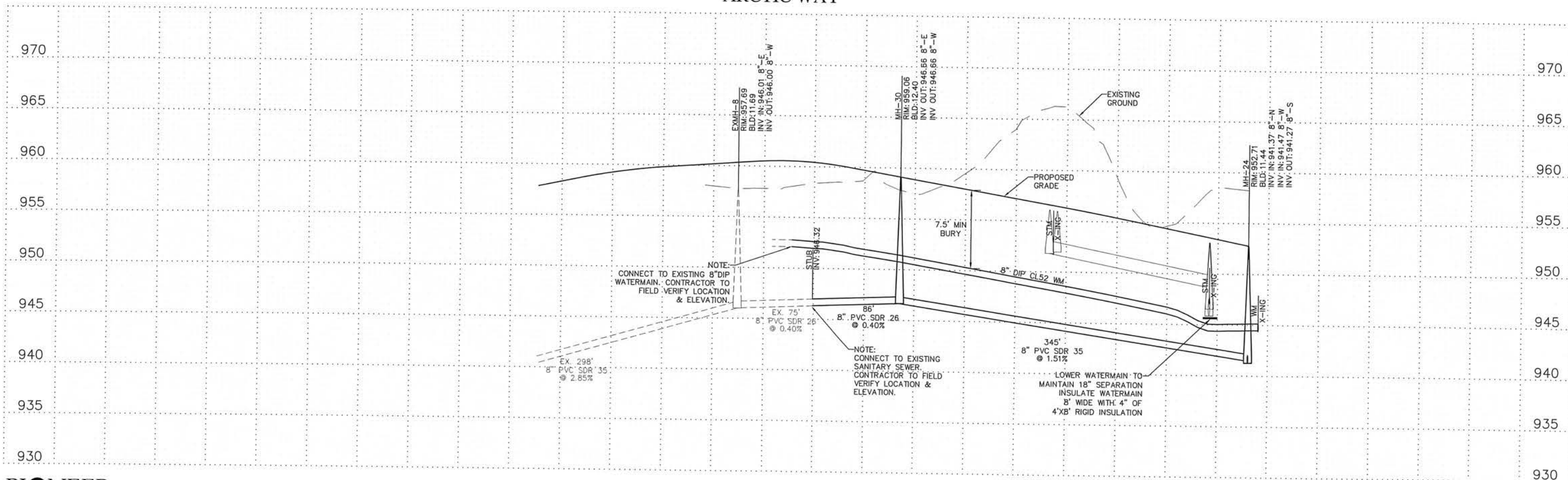
1. SANITARY SEWER SERVICE WYES ARE STATIONED FROM DOWNSTREAM MANHOLES.
2. WATER MAIN SERVICES SHALL TERMINATE AT THE ROW. SANITARY SERVICES SHALL EXTEND 10' PAST ROW.
3. SANITARY SEWER TRACER WIRE BOX SHALL BE PLACED AT ROW.
4. ALL SANITARY SEWER SERVICES AND RISERS SHALL BE 4" P.V.C. (SDR 26), UNLESS OTHERWISE NOTED, WITH A MINIMUM SERVICE GRADE OF 2%.
5. WATER SERVICES ARE 3' UP STREAM FROM SANITARY SERVICE WITH A MIN 7.5' BURY.
6. ALL WATER SERVICES SHALL BE 1" (TYPE "K") COPPER UNLESS OTHERWISE NOTED.
7. ALL D.I.P. WATER MAIN SHALL BE CLASS 52 UNLESS OTHERWISE NOTED.
8. ALL HYDRANT G.V. SHALL BE 1' BEHIND CURB.
9. SANITARY SEWER PIPE SDR 35 & 26 SHALL BE ASTM D-3034A.
10. ALL UTILITY CONFLICTS SHALL BE RESOLVED ACCORDING TO CITY STANDARD SPECIFICATIONS.
11. CONTRACTOR IS RESPONSIBLE FOR ALL TRENCH DESIGN AND MEETING ALL OSHA REGULATIONS.
12. MAINTAIN 10' HORIZONTAL AND 1.5' VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATERMAIN.
13. SANITARY SEWER INVERT ELEVATIONS ARE AT END OF SERVICE.
14. ACTIVATION OF WATERMAIN SYSTEM SHALL BE PERFORMED BY CITY PERSONNEL ONLY.
15. DEFLECTION TESTING FOR ALL NON-RIGID PIPE SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE FOR 30 DAYS.
16. THE SEWER AND WATER SERVICES SHALL BE INCLUDED IN THE PRESSURE AND LEAKAGE TESTING REQUIREMENTS FOR THE MAIN LINES.
17. ALL DIP SANITARY SEWER SHALL HAVE CERAMIC EPOXY LINING.

**NOTE: LOWER WATERMAIN SERVICES BELOW STORM PIPE



BENCH MARK
MnDOT BENCH 1908 E
NORTHEAST QUADRANT OF TRUNK
HWY 3 & COUNTY ROAD 26.
(NAVD88) ELEV=897.626

ARCTIC WAY



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2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name Paul J. Cherne
Reg. No. 19860 Date 6-5-2017

Revisions:
1. 6-15-2017 City Comments
2. 7-25-2017 City Comments

Date 6-5-2017
Designed PJC/BNM
Drawn MSN

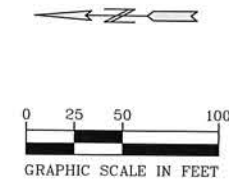
SANITARY SEWER & WATERMAIN

MIHM CUSTOM HOMES
842 IVY LANE
EAGAN, MN 55123

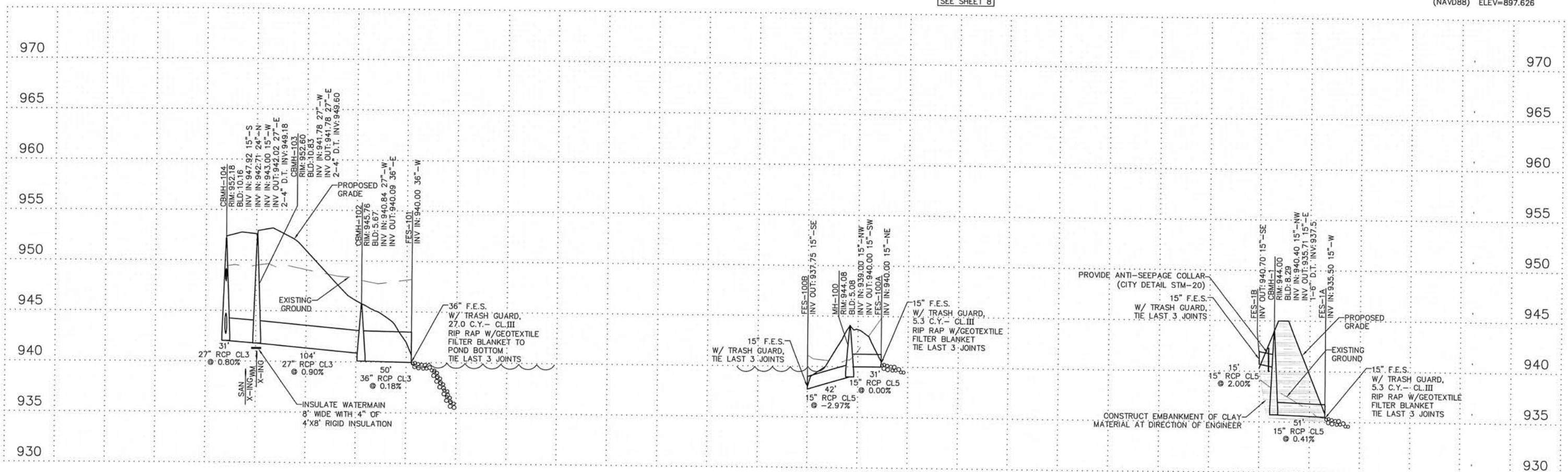
WINDWOOD 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

02-ENG-115260-SHEET-314

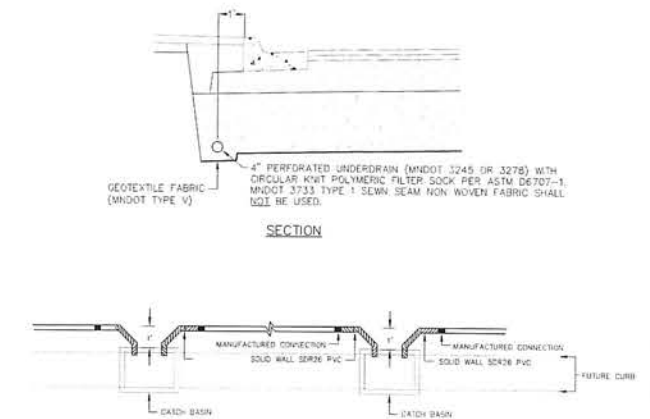
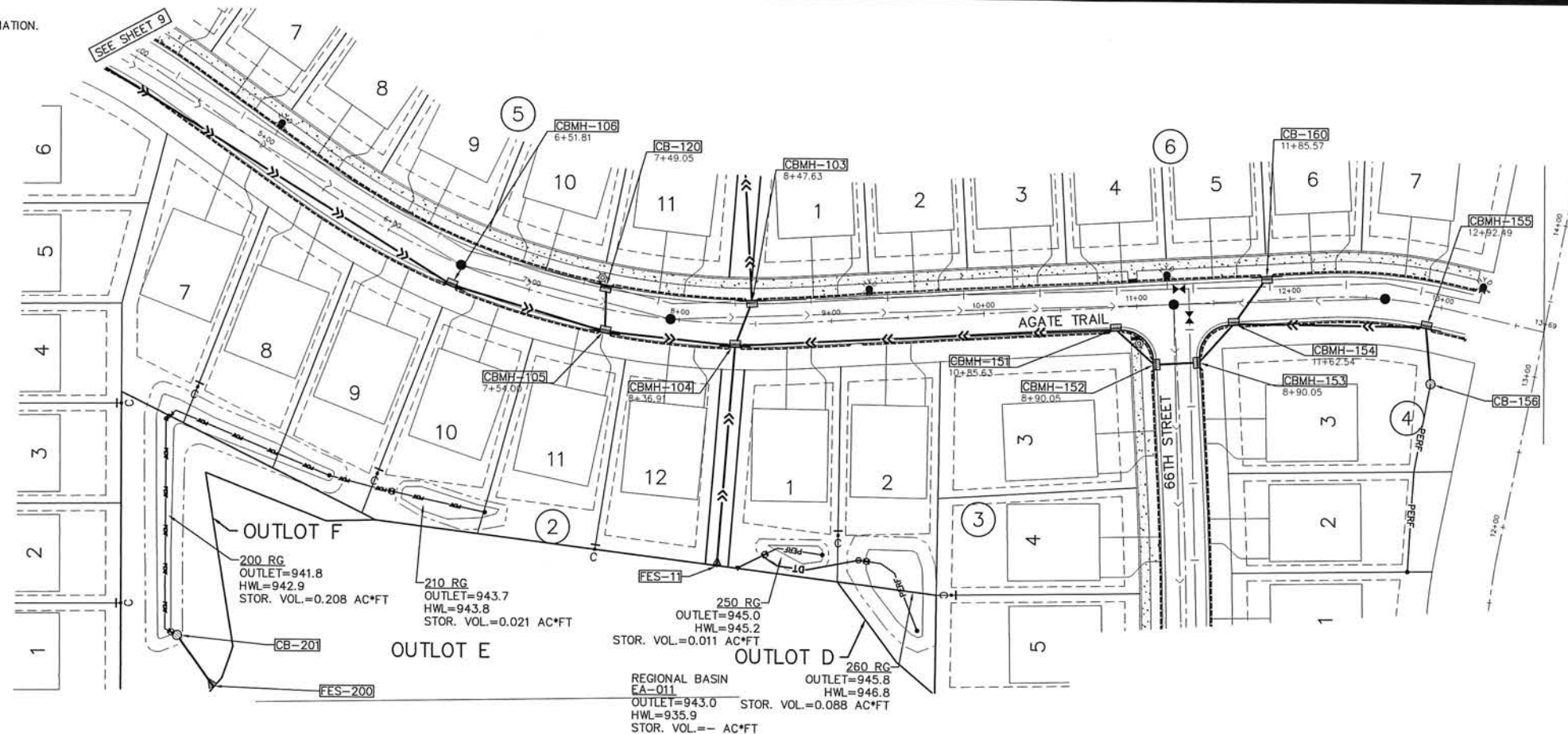
6 OF 21



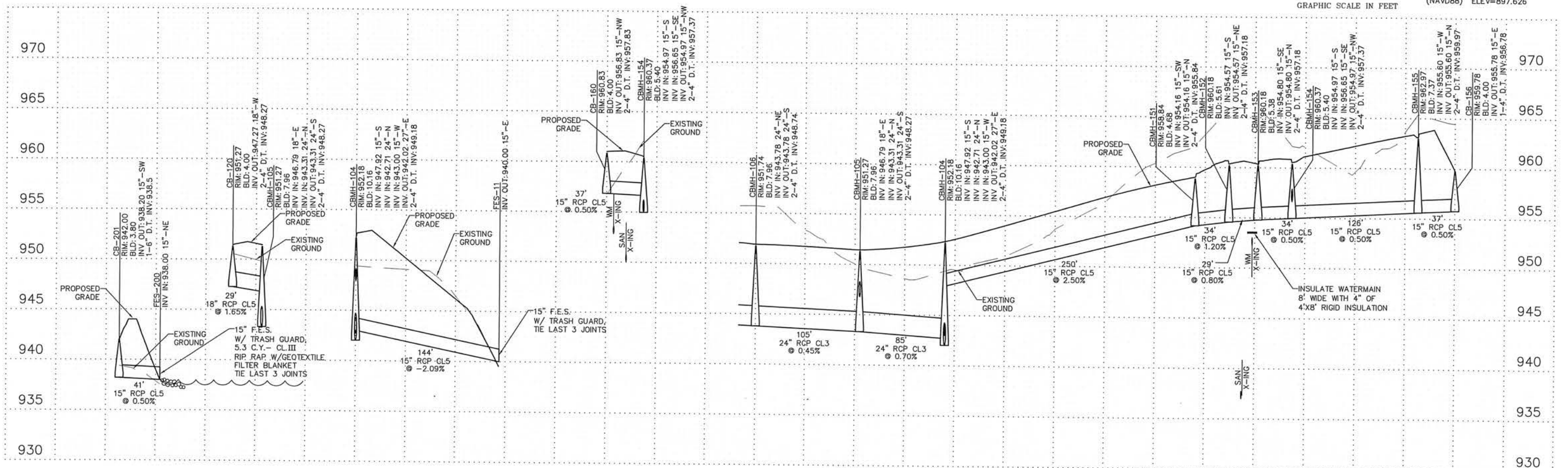
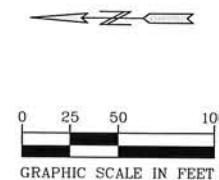
BENCH MARK
MnDOT BENCH 1908 E
NORTHEAST QUADRANT OF TRUNK
HWY 3 & COUNTY ROAD 26.
(NAVD88) ELEV=897.626



STORM SEWER NOTES:
1. SEE SHEET 10 FOR DRAINTILE INFORMATION.



1. DRAINTILE SHALL BE PLACED CONTINUOUS IN BOTH SIDES OF THE STREET FROM CATCHBASIN TO CATCHBASIN. AT TERMINAL CATCHBASINS THE DRAINTILE SHALL BE EXTENDED A MINIMUM OF 30 FEET.
2. THE FIRST 18" AT THE CATCHBASIN SHALL BE NON PERFORATED SOLID WALL SDR 26 PVC. CONNECTIONS BETWEEN PVC AND HOPE SHALL BE MADE WITH MANUFACTURED CONNECTIONS (FERROD FITTINGS OR EQUAL).
3. DRAINTILE SHALL BE PLACED IN THE DESIGN SECTION OF THE STREET, 6" BELOW SUBGRADE OR AT THE BOTTOM OF THE SELECT GRANULAR SECTION, AND 1' BEHIND THE PROPOSED CURBLINE.
4. DRAINTILE SHALL BE PLACED ON THE STREET SIDE OF THE CATCHBASIN AT THE REQUEST OF THE ENGINEER.
5. DRAINTILE SHALL BE PLACED AT THE SAME TIME THE SELECT GRANULAR SECTION IS PLACED AND FOLLOW THE STREET GRADE.
6. CONNECTIONS TO CATCH BASIN SHALL BE PRE FORMED OR CORE DRILLED. VOIDS AT CONNECTION TO BE GROUTED.
7. IF SUMP DISCHARGE CONNECTIONS ARE BEING INSTALLED, THE DRAINTILE MUST RIGID PVC TO THE NEXT DOWNSTREAM CATCHBASIN.



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Name: *Paul J. Chernie*
Reg. No.: 19860 Date: 6-5-2017

Revisions:
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2. 7-25-2017 City Comments

Date: 6-5-2017
Designed: PJC/BNM
Drawn: MSN

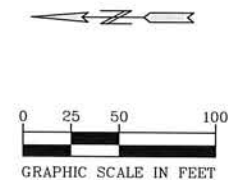
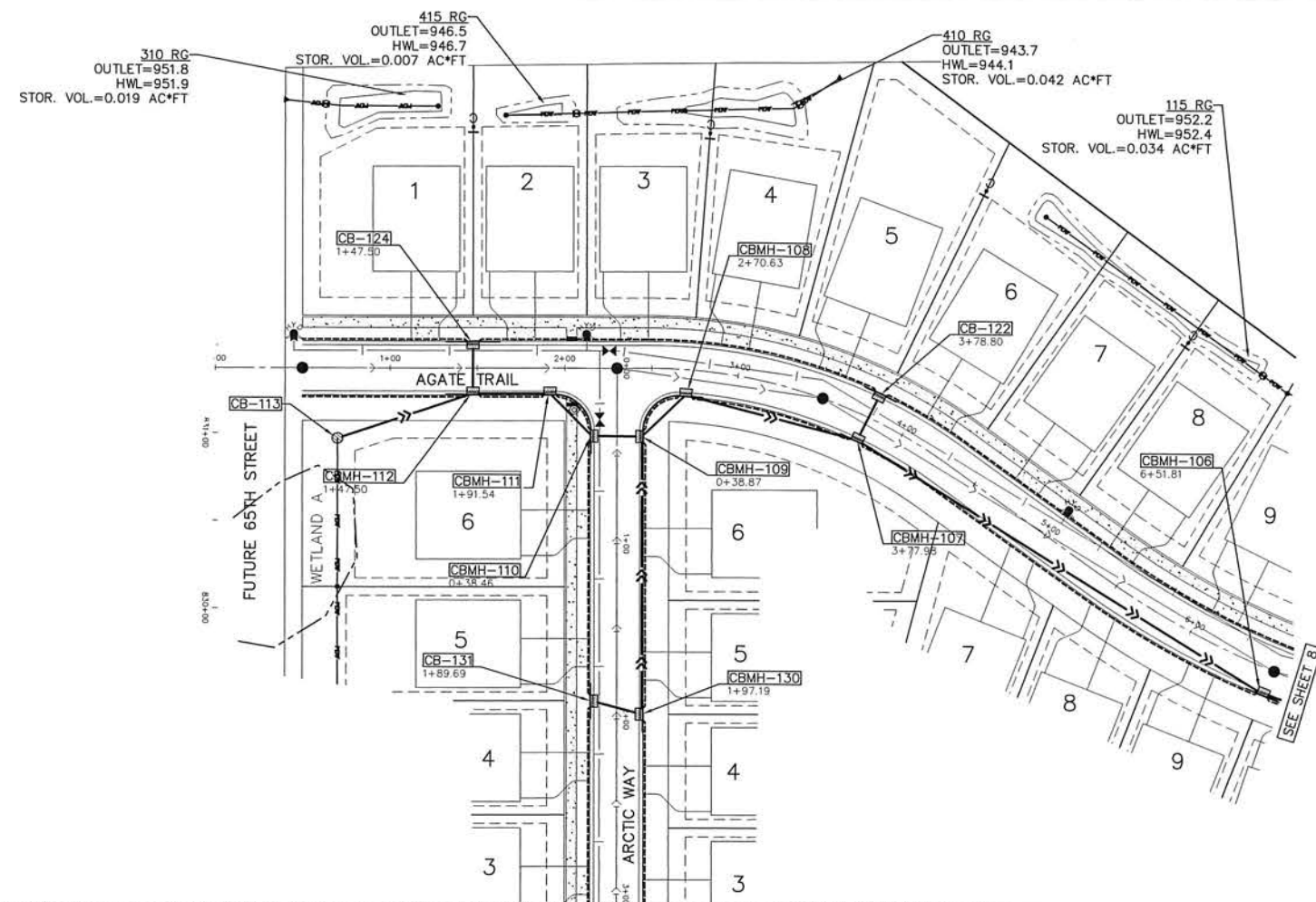
STORM SEWER

MIHM CUSTOM HOMES
843 IVY LANE
EAGAN, MN 55123

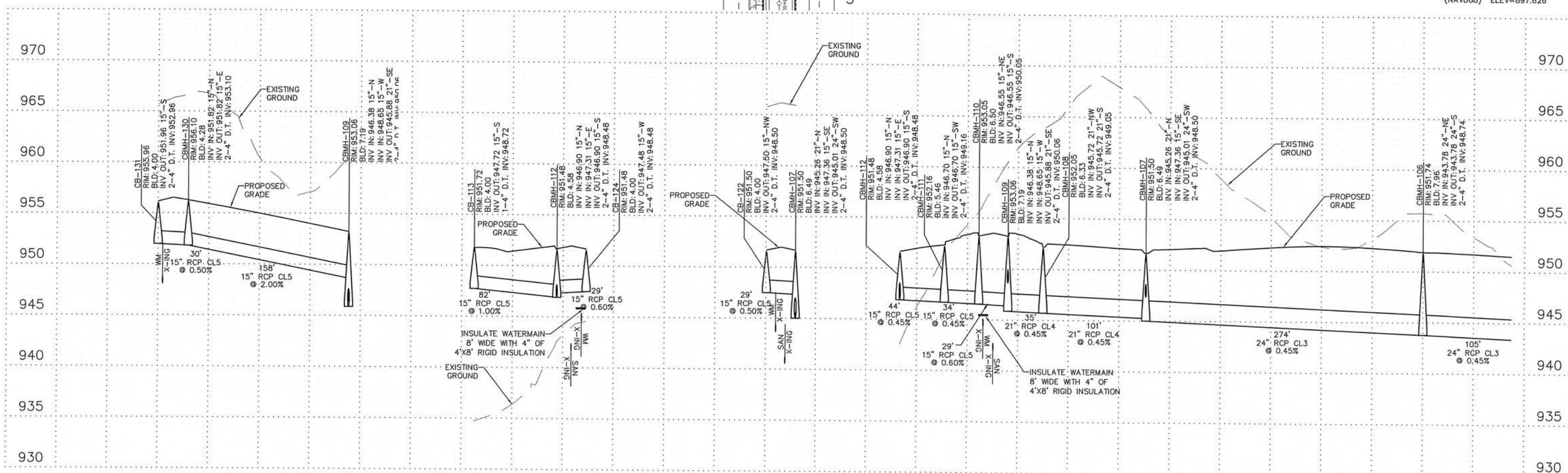
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INVER GROVE HEIGHTS, MINNESOTA

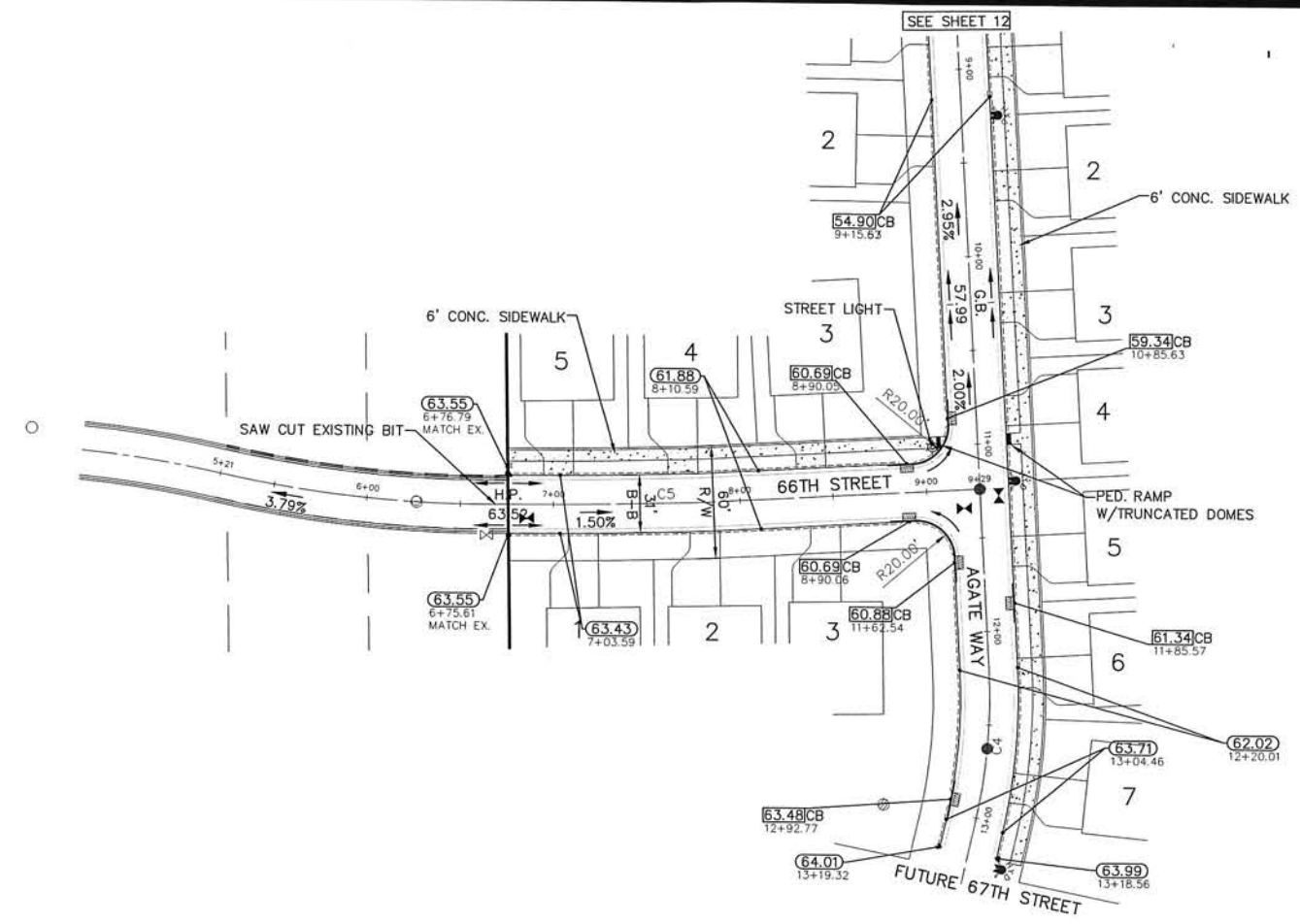
02-ENG-115260-SHEET-322
8 OF 21

STORM SEWER NOTES:
1. SEE SHEET 10 FOR DRAINTILE INFORMATION.

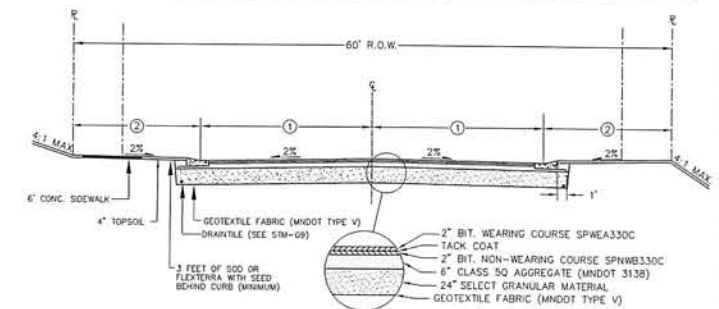


BENCH MARK
MnDOT BENCH 1908 E
NORTHEAST QUADRANT OF TRUNK
HWY 3 & COUNTY ROAD 26.
(NAVD88) ELEV=897.626





CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C1	9°31'34"	58.19	350.00	29.16	3+78.44	4+36.63
C2	35°27'05"	179.44	290.00	92.69	2+51.07	4+30.50
C3	38°31'21"	336.17	500.00	174.72	5+38.86	8+75.03
C4	16°07'45"	84.45	300.00	42.51	12+20.01	13+04.46
C5	3°03'56"	107.01	2000.00	53.52	7+03.56	8+10.57

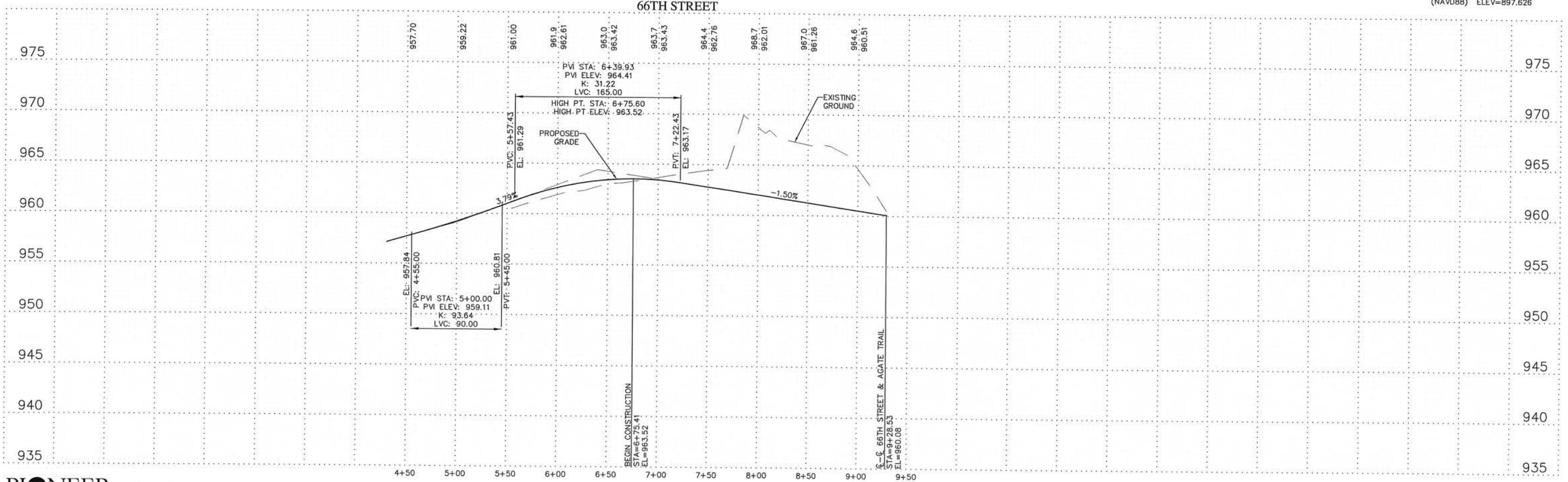


CURB LEGEND

- = TOP OF CURB ELEVATION FOR SURMOUNTABLE CURB
- = TOP OF CURB ELEVATION FOR SURMOUNTABLE CURB (TIP OUT GUTTER)
- = TOP OF CURB ELEVATION FOR B618 CURB
- = TOP OF CURB ELEVATION FOR B618 CURB (TIP OUT GUTTER)
- = BITUMINOUS ELEVATION

BENCH MARK
MnDOT BENCH 1908 E
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66TH STREET



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Name: Paul J. Chene
Reg. No.: 19860 Date: 6-5-2017

Revisions:
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2. 7-25-2017 City Comments

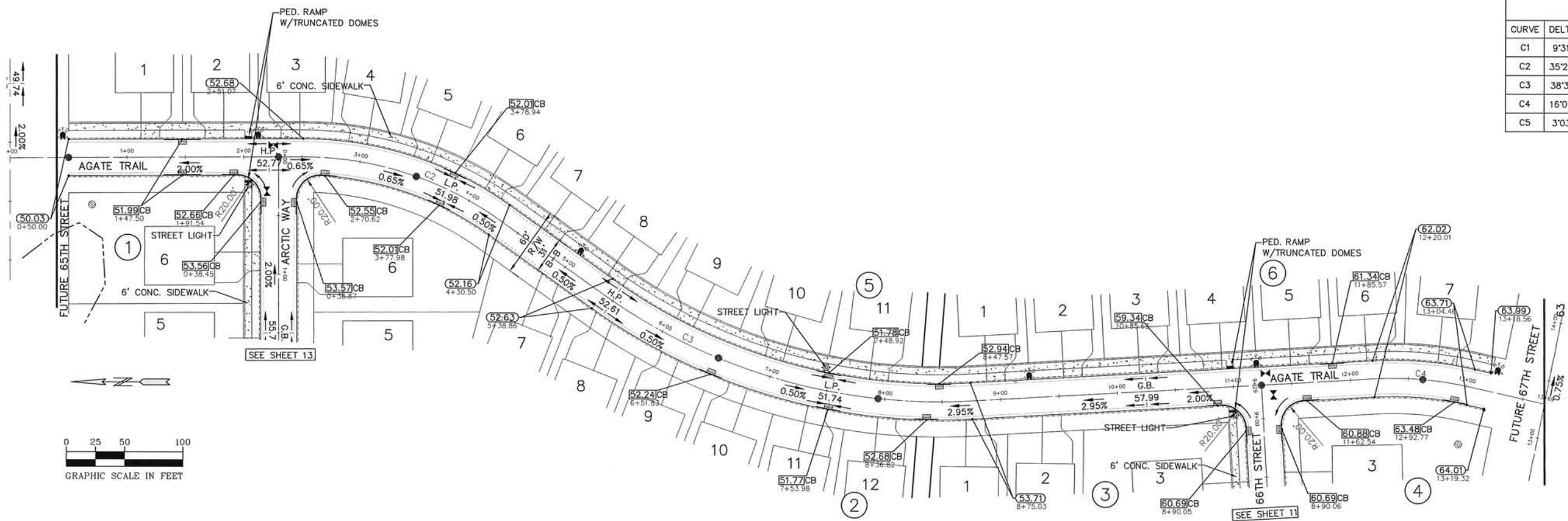
Date: 6-5-2017
Designed: PJC/BNM
Drawn: MSN

STREET CONSTRUCTION

MIHM CUSTOM HOMES
842 IVY LANE
EAGAN, MN 55123

WINDWOOD 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

02-ENG-115260-SHEET-331
11 OF 21



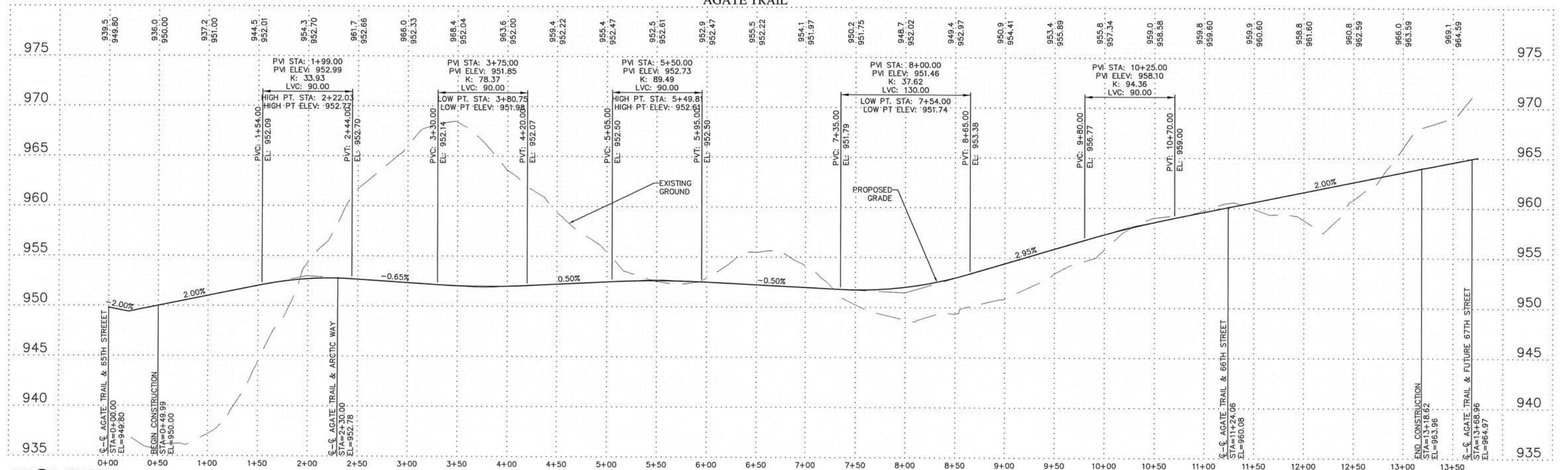
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C3	38°31'21"	336.17	500.00	174.72	5+38.86	8+75.03
C4	16°07'45"	84.45	300.00	42.51	12+20.01	13+04.46
C5	3°03'56"	107.01	2000.00	53.52	7+03.56	8+10.57

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BENCH MARK
 MNDOT BENCH 1908 E
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 HWY 3 & COUNTY ROAD 26.
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AGATE TRAIL



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Name: *Paul J. Chernie*
 Reg. No.: 19860 Date: 6-5-2017

Revisions:
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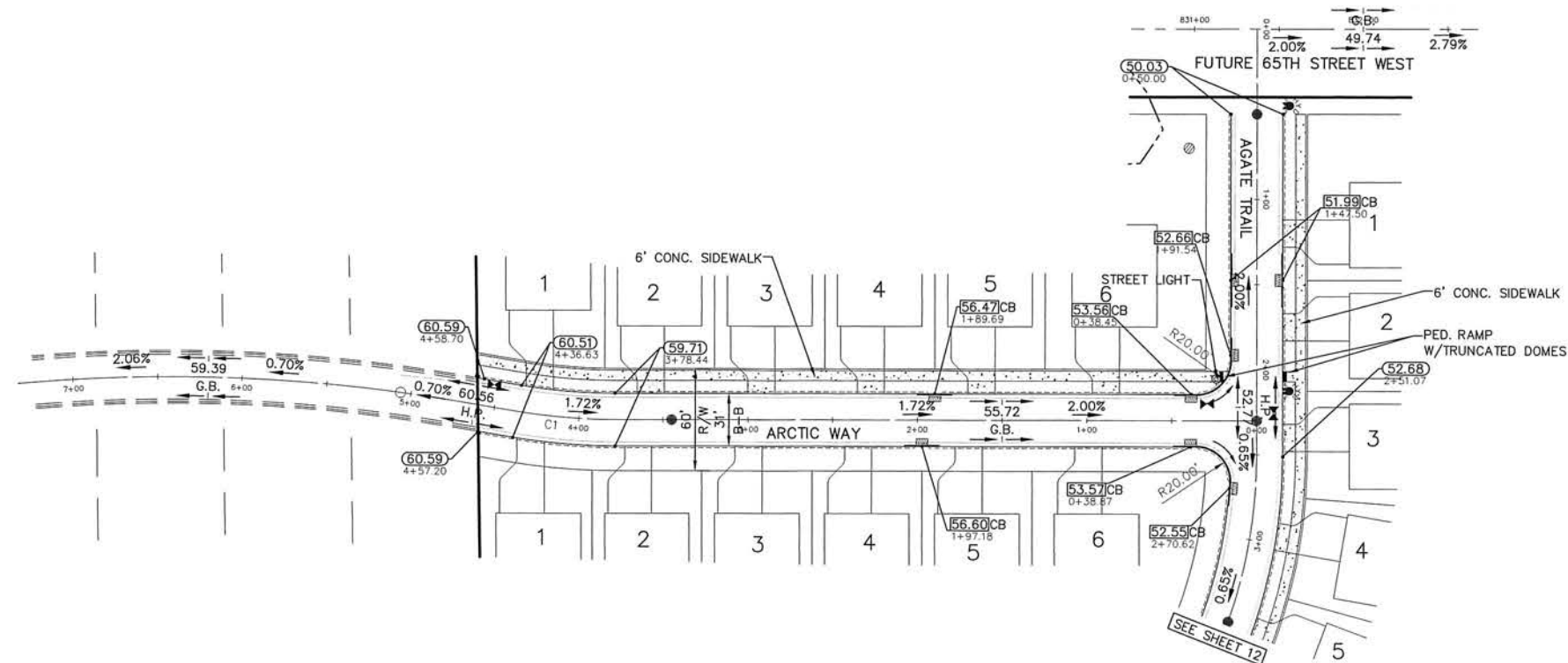
Date: 6-5-2017
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 Drawn: MSN

STREET CONSTRUCTION

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 INVER GROVE HEIGHTS, MINNESOTA

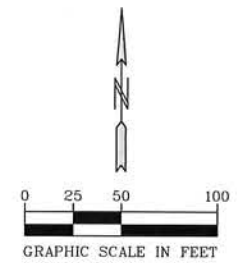
12 OF 21



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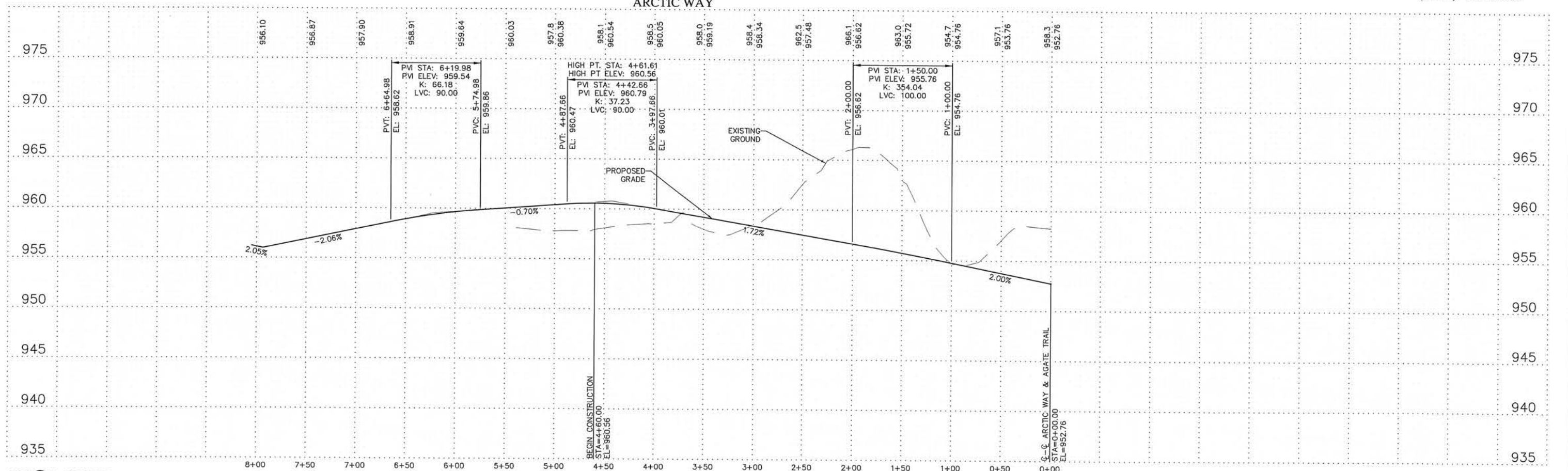
CURB LEGEND

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BENCH MARK
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ARCTIC WAY



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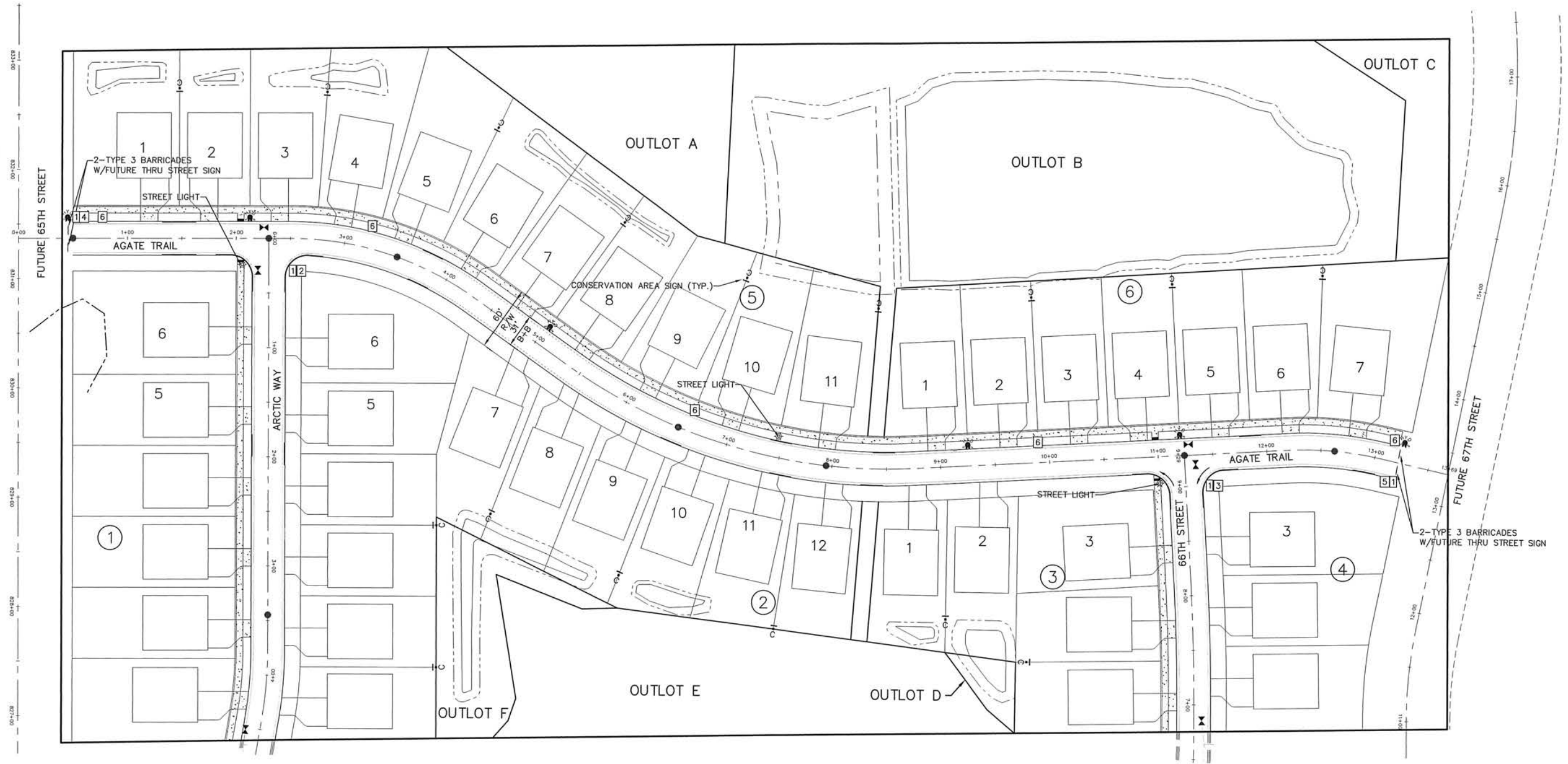
Date: 6-5-2017
Designed: PIC/BNM
Drawn: MSN

STREET CONSTRUCTION

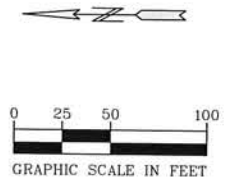
MIHM CUSTOM HOMES
842 IVY LANE
EAGAN, MN 55123

WINDWOOD 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

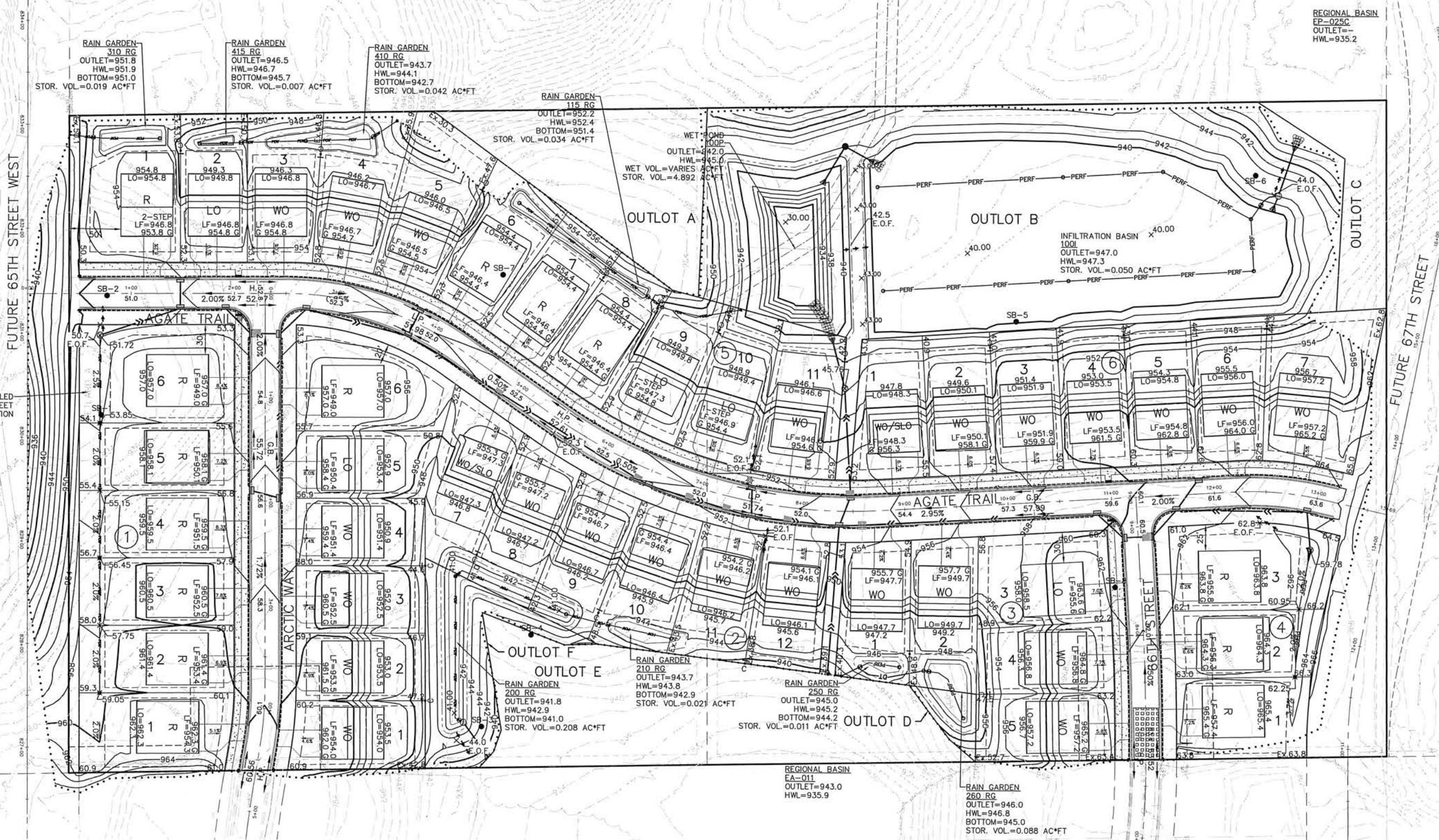
13 OF 21



- SIGN LEGEND**
- 1 STOP R1-1
 - 2 STREET SIGNS "ARCTIC WAY" "STREET A"
 - 3 STREET SIGNS "66TH STREET" "STREET A"
 - 4 STREET SIGNS "65TH STREET" "STREET A"
 - 5 STREET SIGNS "67TH STREET" "STREET A"
 - 6 NO PARKING R7-13
 - C CONSERVATION AREA SIGN (PROVIDE 4X4 TREATED WOOD POST)



BENCH MARK
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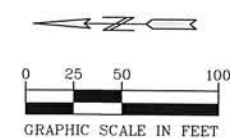
REGIONAL BASIN
EP-025C
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HWL=935.2

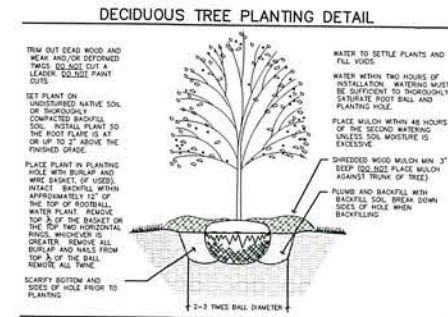
EARTHWORK VOLUMES
65,400 CY CUT
62,800 CY FILL

SETBACKS - PUD NORTHWEST AREA
FRONT ALL STREETS:
GARAGE FOUNDATION TO R.O.W =25'
HOUSE FOUNDATION TO R.O.W =25'
SIDE:
GARAGE =7.5'
HOUSE =7.5'
REAR:
30' LOCAL STREET
30' COLLECTOR STREET
40' 65TH STREET WEST & 67TH STREET CORNER
20' LOCAL STREET
20' COLLECTOR STREET
LOW FLOOR =HWL+2'
LOWEST OPENING = EOF+1'

MIN AREA:
LOT AREA =8125 SF
MIN LOT WIDTH:
LOT WIDTH =65'
IMPERVIOUS COVERAGE
PER LOT=45% MAX
TOTAL SITE=31% MAX

- BIORETENTION/INFILTRATION FACILITY NOTES:
1. SEE CITY DETAILS STM-15 & STM-19 FOR BASIN PROTECTION & CONSTRUCTION REQUIREMENTS.
 2. BASINS SHALL BE CONSTRUCTED TO DCSWCD REQUIREMENTS.
 3. BASINS SHALL NOT BE EXCAVATED FOR ENGINEERED SOIL UNTIL THEY ARE READY FOR CONSTRUCTION. UNEXCAVATED BASINS MAY BE USED AS TEMPORARY SEDIMENTATION BASINS.
 4. BASINS SHALL BE PROTECTED FROM COMPACTION DURING SITE GRADING AND HOME CONSTRUCTION.
 5. BASINS SHALL HAVE LAWN EDGING PLACED AROUND PERIMETER OF ENGINEERED SOILS.





- LANDSCAPE NOTES**
- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
 - THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITHIN CORNER STAKE ONE (1) HOUR PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
 - GRADING TO BE PERFORMED BY OTHERS.
 - NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
 - ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERMEN-AMERICAN STANDARD FOR NURSERY STOCK.
 - ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
 - DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 50 M.P.H.
 - THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE THE REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR BEFORE, DURING OF AFTER INSTALLATION.
 - THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO SELECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY.
 - IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WILDOSES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
 - COMMERCIAL GRADE POLY LAM EDDING SHALL BE INSTALLED WHERE NOTED.
 - THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
 - THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNPAVED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY CHANGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
 - STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

PLANTING SCHEDULE

KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY	SPECIAL INSTRUCTIONS
OVERSTORY TREES				
	AUTUMN BLAZE MAPLE/ACER X FREEMANII	4" B&B	20	
	HACKBERRY/CELTIS OCCIDENTALIS	4" B&B	29	
	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	4" B&B	16	
	RED OAK/QUERCUS RUBRA	4" B&B	20	
	THORNLESS HONEYLOCUST/GLEDITSIA TRACANTHOS VAR INEMIS	4" B&B	7	
	RIVER BIRCH/BETULA NIGRA	12' B&B	49	COUNT AS A 4" TREE
	WHITE WILLOW/SALIX ALBA 'NIOBE'	4" B&B	23	
EVERGREEN TREES				
	BLACK HILLS SPRUCE/PICEA GLAUCA DENSATA	12' B&B	375	COUNT AS A 5.5" TREE
	AUSTRIAN PINE/PINUS NIGRA	12' B&B	84	COUNT AS A 5.5" TREE

MITIGATION REQUIREMENT

TOTAL TREES INCHES TO BE MITIGATED = 3,178"

PROPOSED MITIGATION = 3,180.5"

= SAVED EXISTING TREE

SEE TREE PRESERVATION PLAN

PRINTED

AUG 03 2017

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ENGINEERING, P.A.



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Fax: 681-9488
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota

Name: Jennifer L. Thompson
Reg. No.: 44763 Date: 6-5-2017

Revisions:
1. 6-15-2017 City Comments
2. 7-25-2017 City Comments

Date: 2-25-16
Designed: TML
Drawn: TML

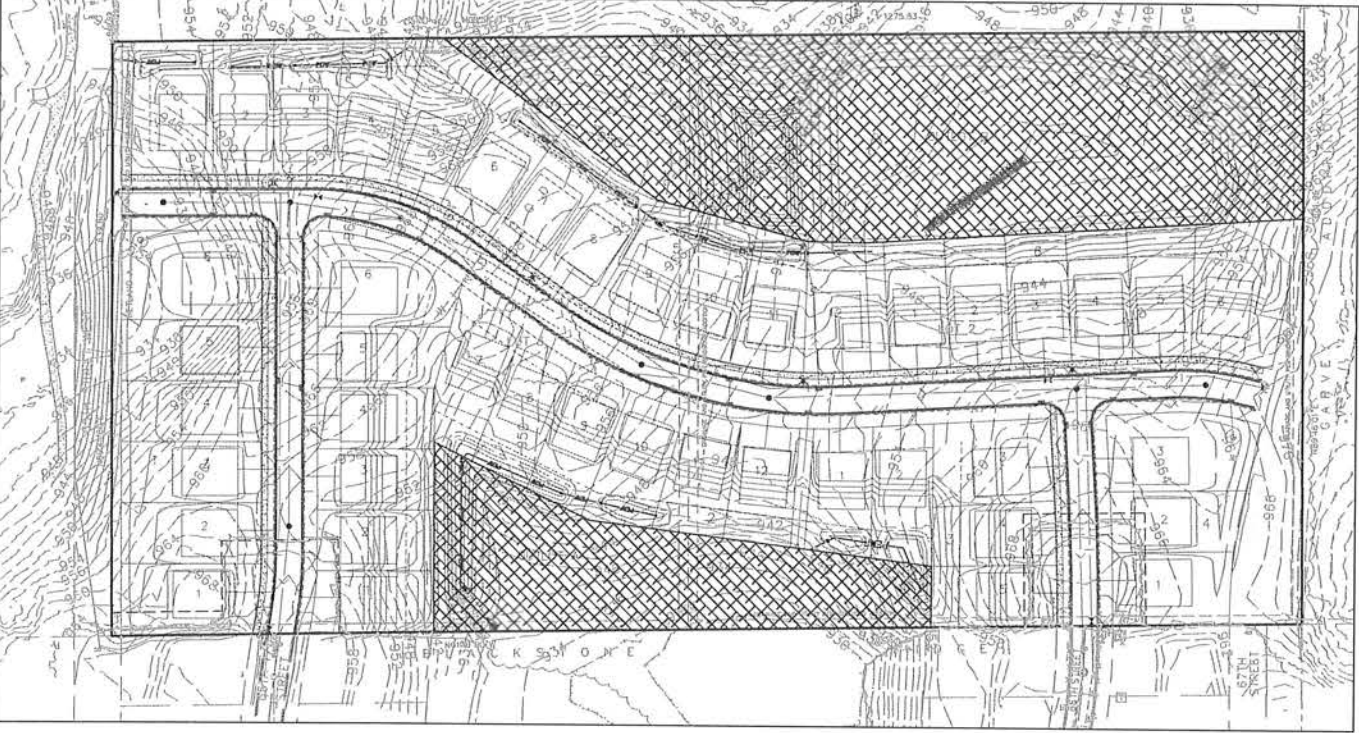
LANDSCAPE PLAN

MIHM CUSTOM HOMES
842 IVY LANE
EAGAN, MN 55123

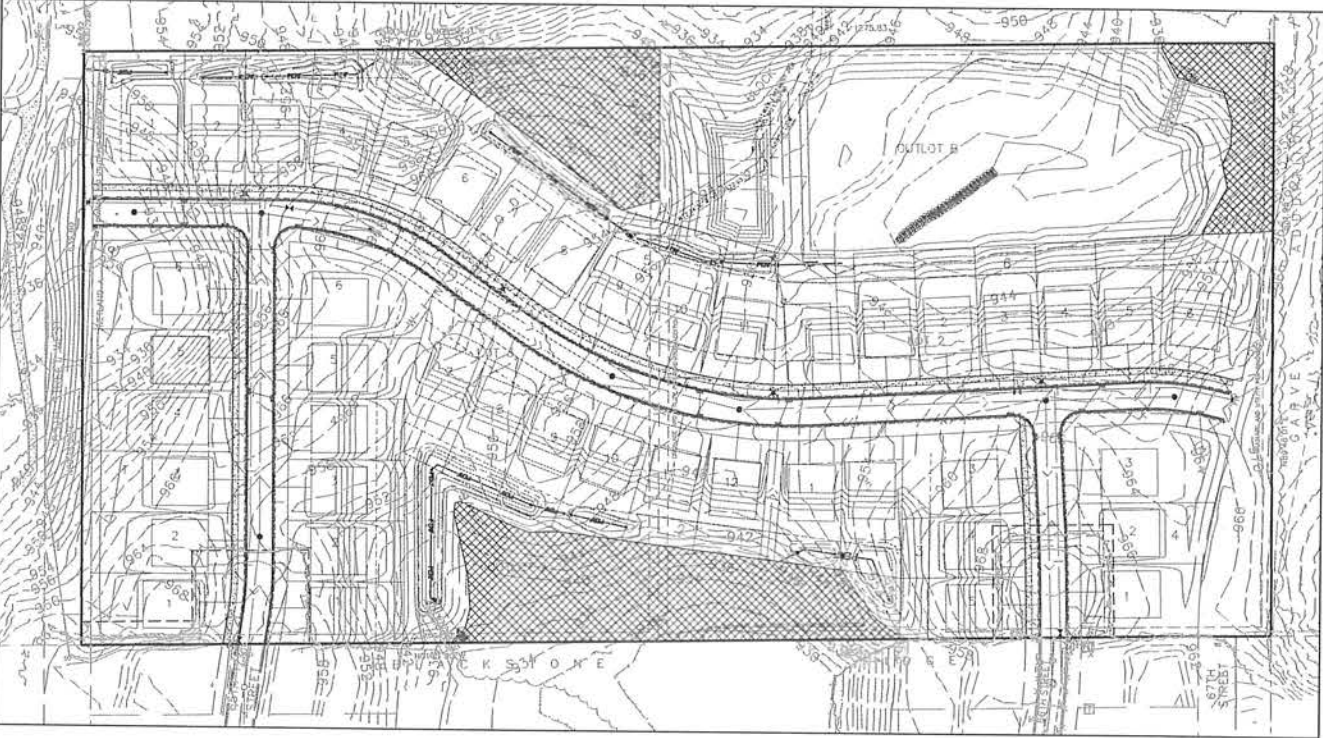
WINDWOOD 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

L1 OF 1

GROSS OPEN SPACE



UNDISTURBED OPEN SPACE



CONTIGUOUS OPEN SPACE

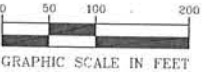


OPEN SPACE DATA:

GROSS DEVELOPMENT AREA: 18.3 ACRES

OPEN SPACE REQUIREMENT:
GROSS OPEN SPACE: 20% X 18.3 = 3.7 ACRES
CONTIGUOUS OPEN SPACE (MIN. 100' WIDE): 75% X 3.7 = 2.8 ACRES
UNDISTURBED OPEN SPACE: 50% X 3.7 = 1.85 ACRES

PROPOSED OPEN SPACE:
GROSS OPEN SPACE: 5.2 ACRES
CONTIGUOUS OPEN SPACE: 3.6 ACRES
UNDISTURBED OPEN SPACE: 1.91 ACRES



**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: July 5, 2017
SUBJECT: **MIHM – CASE NO. 17-25PUD**

Reading of Notice

No notice was required.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the request is for the final plat and final development plan for Windwood 2nd Addition, a 44-lot single-family development. Council approved the preliminary plat and development plan in 2016. Tonight's task is to review the final plans against the preliminary conditions of approval. There were some changes to the stormwater system within Outlot B which reduces the undisturbed open space and triggers the need for additional tree replacement. Council will have to determine whether the shortfall will be addressed through cash contribution or plantings. Staff recommends approval of the request.

Commissioner Simon asked if the plat included 65th Street.

Mr. Hunting replied it did not and that 65th Street would be done as a separate City project.

Commissioner Simon asked who would be financing the construction of 65th Street.

Mr. Hunting replied that he was unsure.

Commissioner Robertson asked staff to clarify the revised tree shortage and replacement.

Mr. Hunting explained that on the preliminary plan they were able to do all replanting on site. The change of grading for the stormwater; however, resulted in a deficit of 830 caliper inches and they do not physically have enough room to plant that many trees.

Commissioner Robertson asked where the trees they were now short were going to be planted.

Mr. Hunting displayed the proposed landscape plan identifying where trees would be planted along the roads and ponds, in the back and front yards of the residential lots, and along the perimeter of the stormwater ponds.

Commissioner Robertson asked for clarification that the applicants were not proposing to decrease the plantings from the residential lots themselves.

Mr. Hunting replied that the trees would be planted as shown on the approved landscape plan and they were not proposing to decrease the reforestation on the residential lots.

Recommendation to City Council

July 5, 2017

Page 2

Commissioner Scales asked what the reason was for the change in the grading plan.

Mr. Hunting replied because of a change in the stormwater design they needed an additional treatment pond.

Commissioner Wippermann asked for clarification that the spacing between buildings would be a minimum of 15 feet.

Mr. Hunting replied in the affirmative.

Opening of Public Hearing

Tom Mihm, 842 Ivy Lane, Eagan, advised he was available to answer any questions.

Commissioner Scales asked the applicant if he read and understood the report.

Mr. Mihm replied in the affirmative.

Commissioner Scales closed the public hearing.

Planning Commission Discussion

Commissioner Robertson stated that assuming the number and location of trees within the residential lots was the same as shown on the original landscape plan she was supportive of the request.

Planning Commission Recommendation

Motion by Commissioner Robertson, second by Commissioner Niemioja, to approve the request for a final plat and final PUD development plan for Windwood 2nd Addition, located west of Highway 3, between future 65th and 69th Streets, with the conditions listed in the report.

Motion carried (6/0). This item goes to the City Council on July 24, 2017.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: June 19, 2017

CASE NO: 17-25PUD

APPLICANT: Tom Mihm

REQUEST: Final Plat and Final PUD Development Approval for Windwood 2nd Addition

MEETING DATE: July 5, 2017

LOCATION: West of Hwy 3, between future 65th and 69th Streets

COMPREHENSIVE PLAN: LDR-NWAPUD

ZONING: R-1C/PUD

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

An application has submitted for the final plat and final development plan for Windwood 2nd Addition. The plat consists of 44 single family lots and two outlots for stormwater purposes. Outlots A and B would be dedicated to the City.

The City Council approved the preliminary plat and development plans on May 9, 2016.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 16 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. The following provides some additional detail on some of the individual approved plans:

Final Plat. The lot and outlot layout is the same as the preliminary plat containing 44 lots. Outlots A and B will be deeded to the City for stormwater purposes.

Site Plan. The site plan is consistent with the preliminary plans approved on May 9th, 2016.

Open Space Plan. There are some changes to the open space plan due to changes in the stormwater system within Outlot B. A secondary pond has been added to an area that was proposed to be undisturbed open space in the preliminary plans. The applicant has provided a revised open space plan which still complies with minimum standards. Total open space remains the same, but undisturbed open space has been reduced from 2.8 acres to 1.9 acres. Minimum required is 1.85 acres. Overall open space requirements continue to be satisfied.

Landscape Plan and Tree Inventory. The landscape plan identifies additional tree removal over the preliminary plans due to the additional grading for the secondary storm pond. The preliminary plans were consistent with tree preservation regulations. The final plans show a deficit of 830 caliper inches. This would equate to 332 - 2.5 caliper inch overstory trees. The City's Tree Protection Ordinance provides guidance for reforestation requirements.

"...Unless found otherwise, at least seventy five percent (75), but in no case less than forty five percent (45%), of the required tree placement shall occur on the site being developed. Should the development not have sufficient room on the site to allow for all required reforestation, the balance may, at the city council's discretion, either be: 1) planted upon public property in locations approved by the city; or 2) a cash payment to the city in an amount equivalent to the cost of the plantings, said payment to be used by the city for future plantings on public property."

Based on information the City Parks Department uses for tree planting costs, a 2.5 caliper inch tree is worth \$450.00. The applicant must address the tree planting shortfall and the City Council must make a determination on how the shortfall be addressed, either through cash payment or planting.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. The City Engineer has indicated the plans have addressed the primary comments from engineering and the city's consultants. Overall, there are some issues yet to be resolved, but the review is down to final comments.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easements over the main drainage areas. The City Engineer has reviewed the plat and finds the necessary easements are in place.

Condition #4 relating to boundaries of open space with marker posts. Engineering has created a post and sign template for developers to use to mark the open space boundary. The final location of the posts will be approved by Engineering and will be field inspected.

Condition #5 relating to park dedication. Park dedication will consist of a cash payment of \$2,850 per lot. With 44 lots, cash park dedication will equal \$125,400. The park dedication fees are collected at time of final plat release.

Condition #6 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and recognizes the plat only has one possible access at this time and is ok with the design, knowing access to 65th Street will occur in the near future.

Condition #7 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to insure all documents are recorded.

Condition #8/9 relating to payment of plat utility fees. The development contract will address the specific fees that the developer must pay before plat release as part of the funding for the infrastructure of the sewer and water for the Northwest Area. The Council adopted an ordinance which specifies fees to be paid at time of final plat release. There will also be additional fees collected at time of building permit for all residential structures. This condition was intended to state the developer's responsibility for paying these fees.

The developer is required to pay the difference between the utility fees shown for the subject parcel in the city's financial connection fees and hook-up fees that will be collected for the subject site per the actual density at which the subject property develops. The applicant is requesting some reduction in fees using similar credits provided for the Blackstone plats. In this case, there is more open space provided than required. This was used as a credit against density shortfalls in Blackstone. The reduction of fees is a matter for the Council to review.

Condition #10 relating to payment of building permit fees. This condition was intended to state the developers are responsible for payment of building permit fees as noted in the condition. These fees are collected at time of building permit.

Condition #11 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 12 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future land owners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #13 relating to entering into a development contract. A meeting with the developer will be set up prior to council review to address obligations to be covered in the developer agreement. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #14 relating to documents that must be recorded with the final plat. Standard language identifying additional documents to be recorded with the final plat.

Condition #15 relating to plans meeting the comments from the engineering consultants. The City Engineer has indicated the plans have addressed the comments from the city's consultants. There are a few minor changes yet to be addressed, but these will be addressed prior to work commencing on the site.

Condition #16 relating to street lighting. Street lights will be required at street intersections and at equal spacing along the road. Lights are installed by the developer and lighting costs are eventually charged to the individual lots. This condition has been satisfied.

ALTERNATIVES

A. **Approval.** If the Planning Commission finds the proposed Final plat and Final PUD development plans for Windwood 2nd Addition acceptable, a recommendation of approval should be made subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Preliminary PUD conditions of approval and site plan	
Final Plat	dated 6/20/17
Open Space Plan	dated 6/5/17
Sanitary and Watermain Plan (4 sheets)	dated 6/15/17
Storm Sewer Plan (3 sheets)	dated 6/15/17
Grading Plan	dated 6/5/15
Erosion Control Plan	dated 6/15/17
Landscape Plan	dated 6/5/17

2. All plans are subject to the review and approval of the City Engineer including comments from city consultants reviewing the plans prior to work commencing on the site.
3. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

B. **Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the final plat and PUD development plans for Windwood 2nd Addition subject to the conditions stated above.

ATTACHMENTS:

- Location Map
- Preliminary PUD conditions of approval and site plan
- Final Plat
- Open Space Plan
- Grading Plan
- Erosion Control Plan
- Landscape Plan



Location Map

Case No. 17-25PUD



CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-84

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN CONSISTING OF 44 SINGLE FAMILY LOTS AND TWO (2) OUTLOTS FOR THE PLANNED DEVELOPMENT TO BE KNOWN AS WINDWOOD

CASE NO. 16-06PUD

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property legally described as;

Lots 2 and 3, Block 1, Windwood Addition, according the recorded plan, Dakota County, Minnesota.

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on April 19th, 2016;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of Windwood is hereby approved subject to the following conditions:

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

Preliminary Plat	2/29/16
Preliminary Open Space Plan	3/29/16
Preliminary Impervious Surface Exhibit	2/25/16
Preliminary Grading Plan	2/29/16
Preliminary Sanitary/Water/Site Plan	4/1/16
Preliminary Storm Sewer Plan	2/29/16
Preliminary Tree Preservation Plan	2/25/16
Preliminary Landscape Plan	2/25/16

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
4. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.
8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
9. At the time the plat is recorded, the landowner/developer by written agreement with the city must pay the city the difference between (a) the Northwest Area utility connections fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water connection and sewer connection fee) that would have been payable for the densities shown for the subject property in the city's financial and connection fee information prepared by Ehlers & Associates (and amended from time to time) for the Northwest Area and (b) the Northwest Area utility connection fees and hook up fees that will be collected for the subject property per the actual density at which the subject property develops.
10. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing. Final details of the amounts to be paid shall be part of the final PUD plan review.
11. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

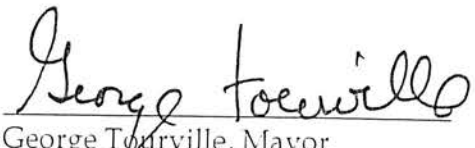
Site Plan Element	Consent Required By
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Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

12. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
13. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
14. The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning.
15. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the City Engineer memo dated 3/16/16, and comments from Barr Engineering.
16. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.

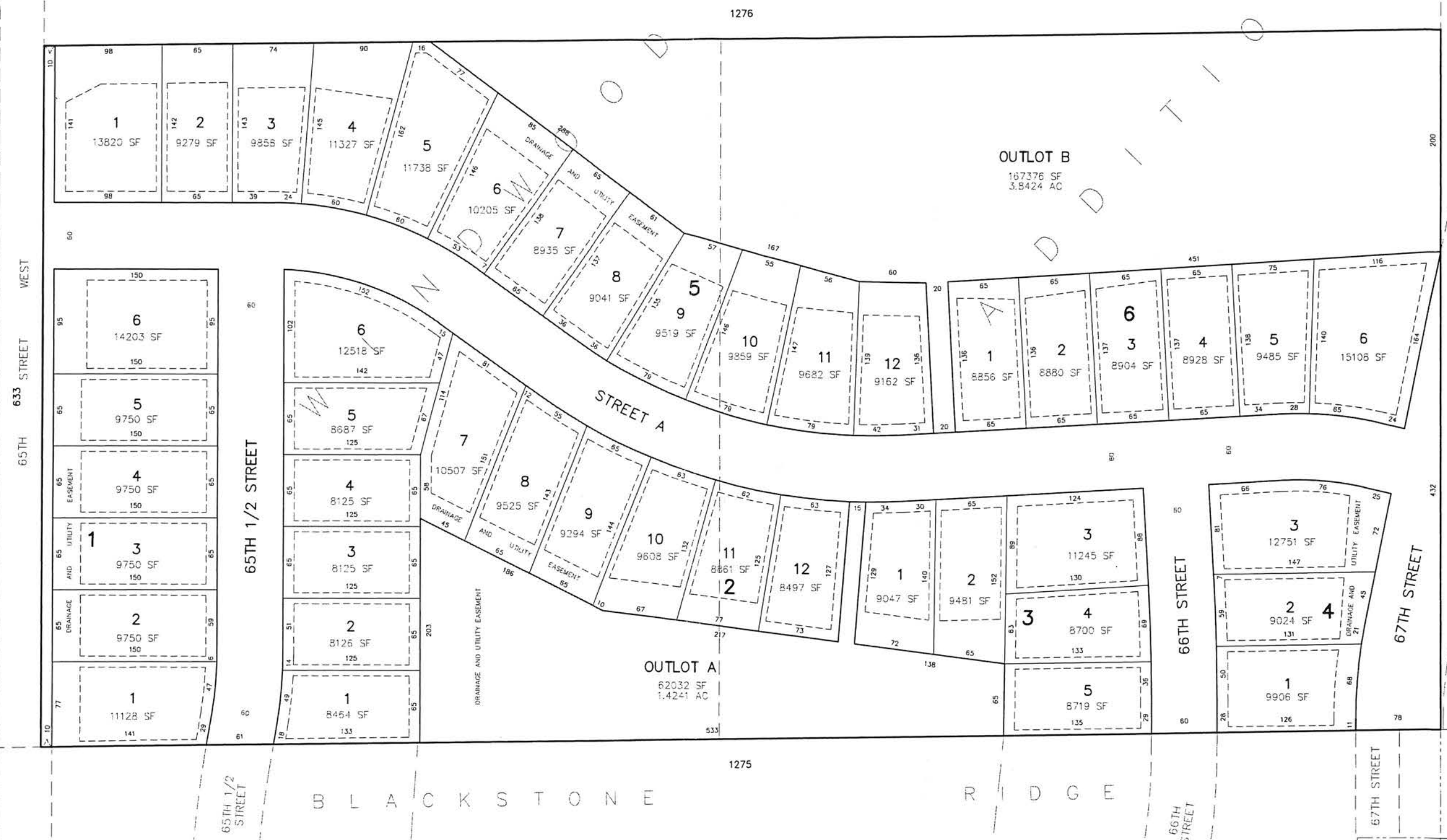
Passed this 9th day of May, 2016.

AYES: 5
NAYS: 0

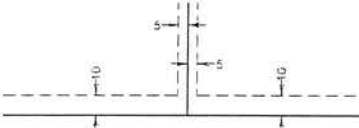

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



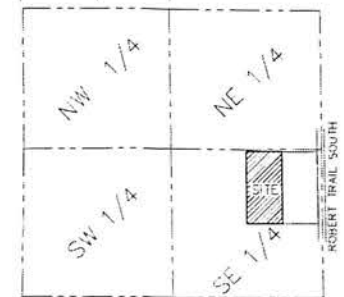
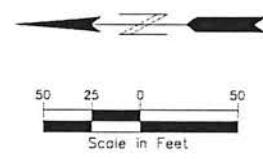
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining street lines and rear lot lines unless otherwise indicated on the plat.

TOTAL GROSS AREA	18.5175 ACRES
TOTAL LOT AREA	10.0120 ACRES
NUMBER OF LOTS	44
LARGEST LOT	15,108 SQ. FT.
SMALLEST LOT	8,125 SQ. FT.
AVERAGE LOT	9,925 SQ. FT.
NUMBER OF OUTLOTS	2
TOTAL OUTLOT AREA	5.2665 ACRES
TOTAL RIGHT OF WAY AREA	3.2389 ACRES
GROSS DENSITY (EXCLUDES OUTLOTS)	3.31 LOTS/ACRE
NET DENSITY (EXCLUDES OUTLOTS & R/W)	4.39 LOTS/ACRE
ZONING (PROPOSED)	

LEGAL DESCRIPTION PROPOSED BY CLIENT
LOTS 2 AND 3, BLOCK 1, WINDWOOD ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, DAKOTA COUNTY, MINNESOTA.



SECTION 6, TWP. 27, RGE. 22
LOCATION MAP
NO SCALE

PIONEERengineering
CIVIL ENGINEERS LAND PLANNING LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 651-0488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Minnesota.
Name: Peem H. Hawkins
Reg. No.: 42790 Date:

Revisions

Date:
Designed: PHC/RNM
Drawn: TSS

PRELIMINARY PLAT

MIHM CUSTOM HOMES
843 IVY LANE
EAGAN, MN 55123

WINDWOOD
INVER GROVE HEIGHTS, MINNESOTA

115260-PRE PLAT.DWG

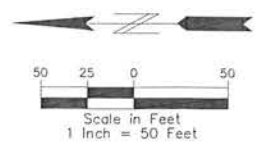
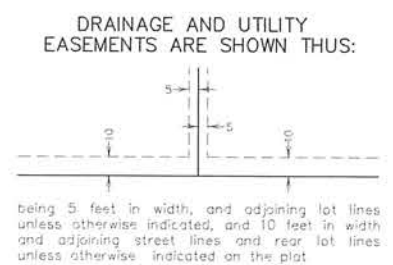
WINDWOOD 2ND ADDITION



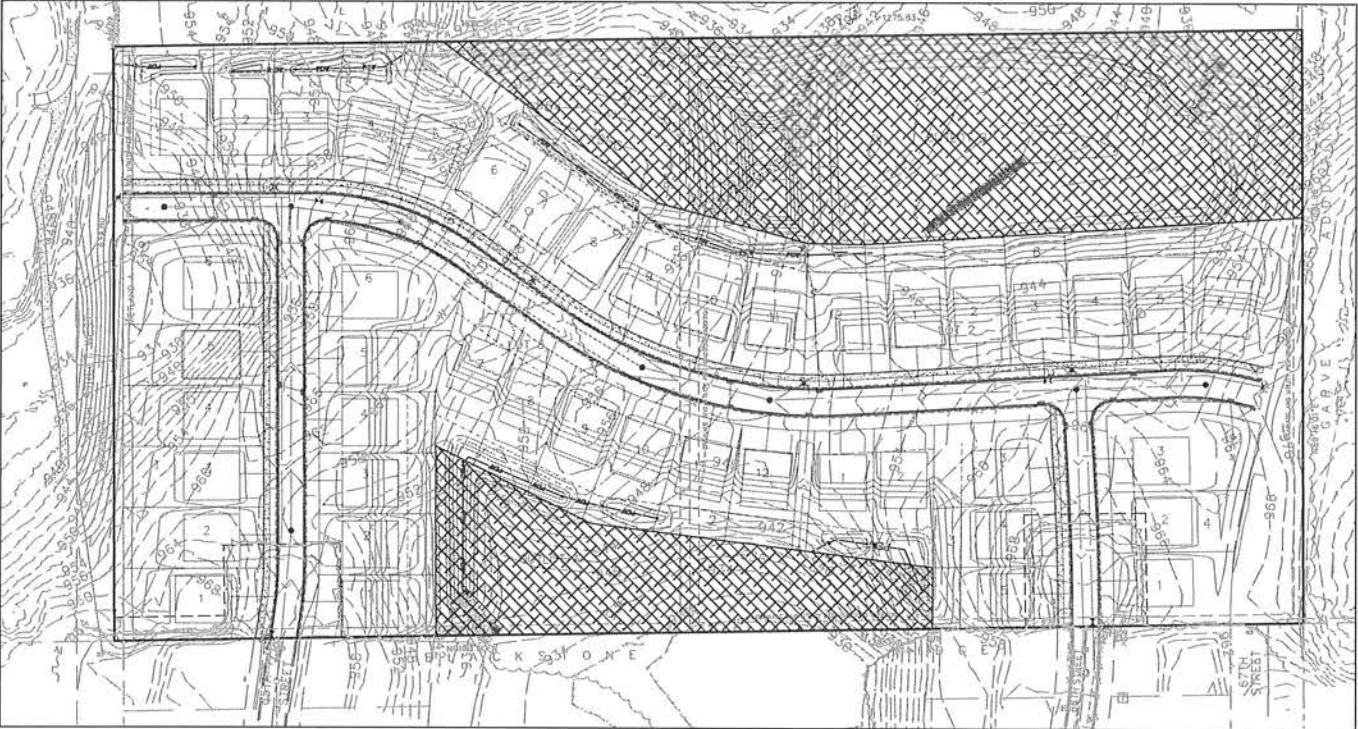
THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF LOT 1, BLOCK 1, WINDWOOD ADDITION, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 00°58'41" WEST.

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 42299.

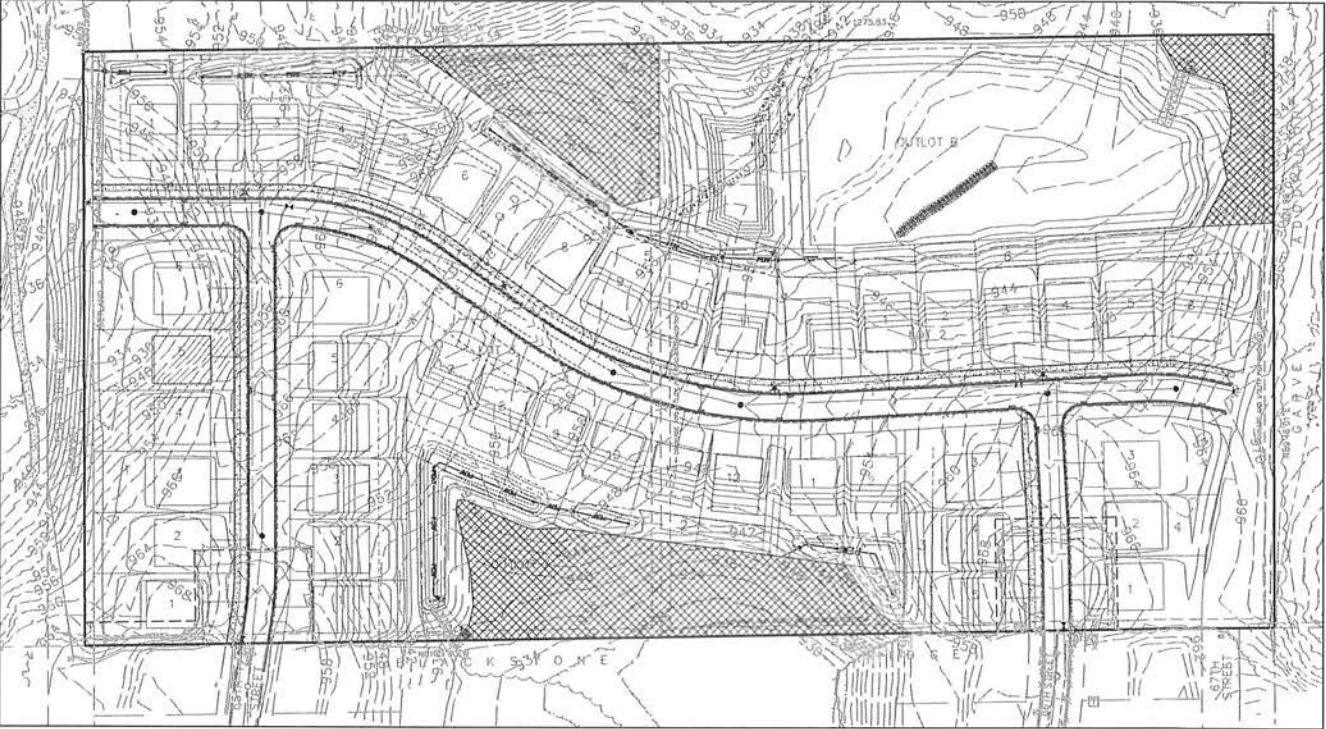
- DENOTES FOUND CAST IRON MONUMENT
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.



GROSS OPEN SPACE



UNDISTURBED OPEN SPACE



CONTIGUOUS OPEN SPACE



OPEN SPACE DATA:

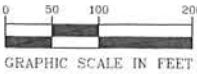
GROSS DEVELOPMENT AREA: 18.3 ACRES

OPEN SPACE REQUIREMENT:

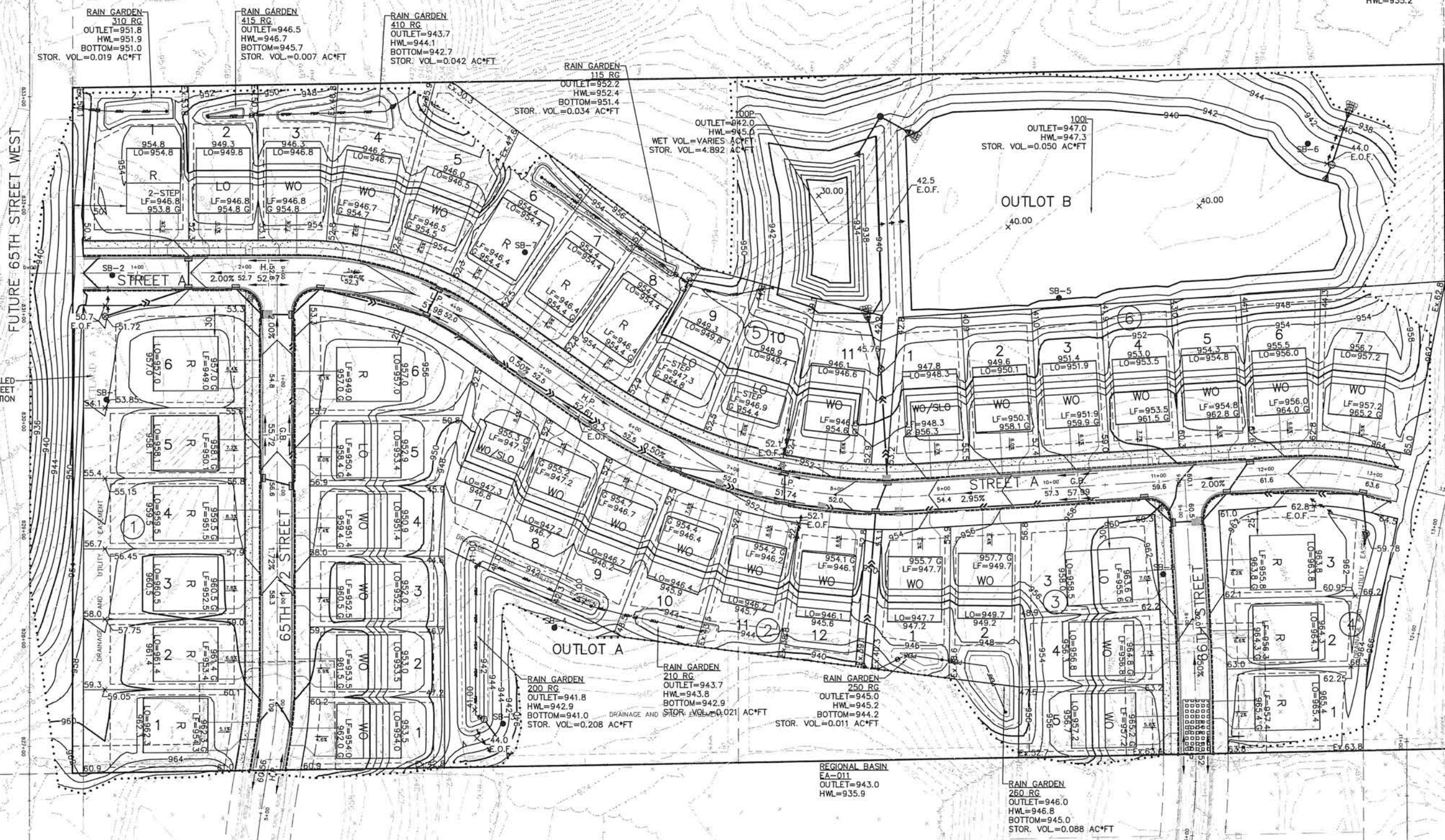
GROSS OPEN SPACE: $20\% \times 18.3 = 3.7$ ACRES
CONTIGUOUS OPEN SPACE (MIN. 100' WIDE): $75\% \times 3.7 = 2.8$ ACRES
UNDISTURBED OPEN SPACE: $50\% \times 3.7 = 1.85$ ACRES

PROPOSED OPEN SPACE:

GROSS OPEN SPACE: 5.2 ACRES
CONTIGUOUS OPEN SPACE: 3.6 ACRES
UNDISTURBED OPEN SPACE: 1.91 ACRES



REGIONAL BASIN
EP-025C
OUTLET=935.2
HWL=935.2



SETBACKS - PUD NORTHWEST AREA

FRONT ALL STREETS:
GARAGE FOUNDATION TO R-O-W = 25'
HOUSE FOUNDATION TO R-O-W = 25'

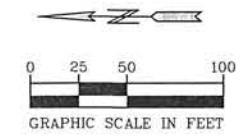
SIDE:
GARAGE = 7.5'
HOUSE = 7.5'

REAR:
30' LOCAL STREET
30' COLLECTOR STREET
40' 65TH STREET WEST & 67TH STREET CORNER
20' LOCAL STREET
20' COLLECTOR STREET
LOW FLOOR = HWL+2'
LOWEST OPENING = BOF+1'

MIN AREA:
LOT AREA = 8125 SF

MIN LOT WIDTH:
LOT WIDTH = 65'

IMPERVIOUS COVERAGE
PER LOT = 45% MAX
TOTAL SITE = 31% MAX



FUTURE 65TH STREET WEST

FUTURE 67TH STREET

STREET A

STREET A

66TH STREET

65TH 1/2 STREET

LEGEND



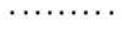
ROCK CONSTRUCTION ENTRANCE
INSTALL BEFORE START OF GRADING



BASIN ACCESS 8% SLOPE MAX.



STRAW BIO ROLLS. INSTALL WITHIN 7 DAYS
OF GRADING COMPLETION OR BEFORE 1ST
RAINFALL EVENT WHICHEVER IS FIRST



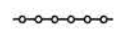
PERIMETER EROSION CONTROL FENCE
INSTALL BEFORE START OF GRADING



SUMPED RIP RAP PERMANENT ENERGY
DISSIPATER. INSTALL WITHIN 24 HOURS
AFTER CONNECTION TO A SURFACE WATER.



STABILIZED EMERGENCY OVERFLOW



SECONDARY EROSION CONTROL FENCE.
TO BE INSTALLED 48 HOURS AFTER
COMPLETION OF GRADING.



CATCH BASIN INLET PROTECTION
TO BE INSTALLED AFTER 1ST LIFT
OF BITUMINOUS.



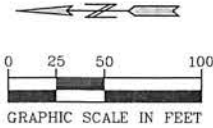
MNDOT CAT 3 EROSION CONTROL BLANKET.
INSTALL WITHIN 7 DAYS OF GRADING
COMPLETION



2' SOD OR EROSION CONTROL FENCE AT
BACK OF CURB. TO BE INSTALLED AFTER
COMPLETION OF SIDEWALK CONSTRUCTION.



CATCH BASIN INLET PROTECTION
TO BE INSTALLED WITH CATCH
BASIN GRADE.



PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

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

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

Name: Paul J. Chene
Reg. No.: 19860 Date:

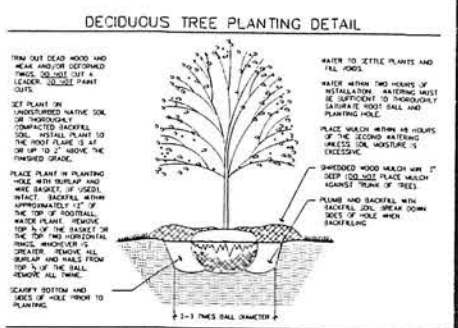
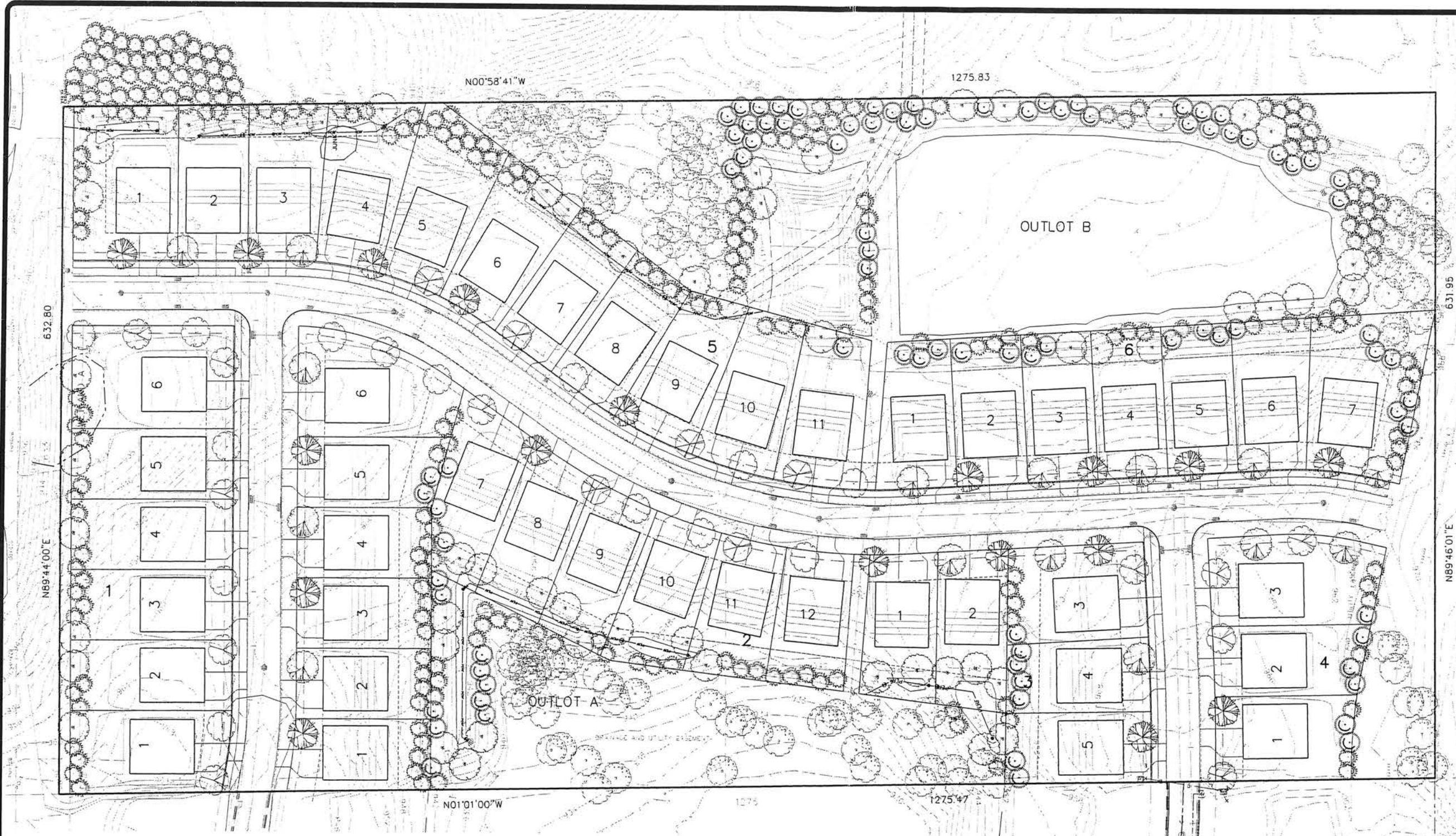
Revisions:
1. 6-15-2017 City Comments

Date: 6-5-2017
Designed: PIC/BNM
Drawn: MSN

EROSION CONTROL PLAN

MIHM CUSTOM HOMES
842 IVY LANE
EAGAN, MN 55123

WINDWOOD 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA



- LANDSCAPE NOTES**
- THE LANDSCAPE CONTRACTOR SHALL FIRST THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
 - THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH CORNER STATE ONE CALL 1-800-333-1119 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
 - PLANTING TO BE PERFORMED BY OTHERS.
 - NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMEDIATE AREA.
 - ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERMEN-AMERICAN STANDARD FOR NURSERY STOCK.
 - ALL CONTAINER TREES TO BE SHOWN IN THE CONTAINER A MINIMUM OF 100 HOURS PRIOR TO PLANTING ON SITE.
 - TREES AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 10 M.P.H.
 - THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR TIME THE REPLACEMENT OF NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
 - THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
 - IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN SHALL TAKE PRECEDENCE.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE AND PLANTING DURING THE CONSTRUCTION PERIOD. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
 - CONSTRUCTION GRADE, POST LANE CLOSING SHALL BE INSTALLED WHERE NOTED.
 - THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
 - THE LANDSCAPE CONTRACTOR SHALL KEEP PAYMENTS CLEAN INSTANTLY. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS CONCERNING THE WORK.
 - STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

PLANTING SCHEDULE

KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY	SPECIAL INSTRUCTIONS
OVERSTORY TREES				
	AUTUMN BLAZE MAPLE/ACER X FREEMANII	4" B&B	15	
	HACKBERRY/CELTIS OCCIDENTALIS	4" B&B	13	
	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	4" B&B	12	
	RED OAK/QUERCUS RUBRA	4" B&B	18	
	THORNLESS HONEYLOCUST/GLEDISIA TRACANTHOS VAR INEMIS	4" B&B	6	
	RIVER BIRCH/BETULA NIGRA	12" B&B	57	COUNT AS A 4" TREE
EVERGREEN TREES				
	BLACK HILLS SPRUCE/PICEA GLAUCA DENSATA	12" B&B	252	COUNT AS A 5.5" TREE
	AUSTRIAN PINE/PINUS NIGRA	12" B&B	87	COUNT AS A 5.5" TREE

MITIGATION REQUIREMENT

TOTAL TREES INCHES TO BE MITIGATED = 3,178"

PROPOSED MITIGATION = 2,348"

REMAINING MITIGATION = 830" (150 12' EVERGREENS)

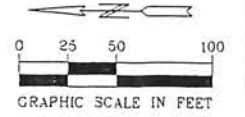
= SAVED EXISTING TREE

SEE TREE PRESERVATION PLAN

PRINTED

JUN 05 2017

PIONEER ENGINEERING, P.A.



PIONEERengineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 651-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Name: Jennifer L. Thompson
Reg. No. 44763 Date: _____

Revisions: _____

Date: 2-25-16
Designed: TML
Drawn: TML

LANDSCAPE PLAN

MIHM CUSTOM HOMES
842 IVY LANE
EAGAN, MN 55123

WINDWOOD 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

L1 OF 1

DEVELOPMENT CONTRACT
FOR PLAT OF
WINDWOOD 2ND ADDITION

INDEX TO CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT

RECITALS

ARTICLE 1 - DEFINITIONS

- 1.1 Terms
- 1.2 City
- 1.3 Developer
- 1.4 Plat
- 1.5 Development Plans
- 1.6 Development Contract
- 1.7 Council
- 1.8 PWD
- 1.9 Director of PWD
- 1.10 County
- 1.11 Other Regulatory Agencies
- 1.12 Utility Companies
- 1.13 Prior Easement Holders
- 1.14 Developer Improvements
- 1.15 City Improvements
- 1.16 Developer Public Improvements
- 1.17 Developer Default
- 1.18 Force Majeure
- 1.19 Developer Warranties

- A. Authority
- B. No Default
- C. Present Compliance With Laws
- D. Continuing Compliance With Laws
- E. No Litigation
- F. Full Disclosure
- G. Plat Compliance
- H. Warranty On Developer Public Improvements and Erosion Control
- I. Obtaining Permits
- J. Fee Title

1.20 City Warranties

- A. Organization
- B. Authority

1.21 Formal Notice

ARTICLE 2 - PLAT APPROVAL

2.1 Plat Approval

2.2 Plat Density

2.3 Recording of Plat

ARTICLE 3 - CITY IMPROVEMENTS

3.1 City Improvements

ARTICLE 4 - DEVELOPER IMPROVEMENTS

4.1 Developer Improvements

- 4.2 Ground Material
- 4.3 Grading/Drainage Plan And Easements
- 4.4 Street Signs
- 4.5 Boulevard And Area Restoration
- 4.6 Erosion Control

ARTICLE 5 - PARK CONTRIBUTION REQUIREMENTS

- 5.1 Park Contribution

ARTICLE 6 - OTHER PERMITS

- 6.1 Permits

ARTICLE 7 - OTHER DEVELOPMENT REQUIREMENTS

- 7.1 Miscellaneous Requirements

ARTICLE 8 - DEVELOPER PUBLIC IMPROVEMENTS

- 8.1 Approval of Contractors and Engineer
- 8.2 Construction
- 8.3 Inspection
- 8.4 Faithful Performance of Construction Contracts
- 8.5 City Acceptance
- 8.6 Engineering Submittals/As Built Information

ARTICLE 9 - RESPONSIBILITY FOR COSTS

- 9.1 Developer Improvement Costs
- 9.2 City Miscellaneous Expenses
- 9.3 Enforcement Costs
- 9.4 Time of Payment

ARTICLE 10 - DEVELOPER WARRANTIES

- 10.1 Statement of Developer Warranties

ARTICLE 11 - CITY WARRANTIES

- 11.1 Statement of City Warranties

ARTICLE 12 - INDEMNIFICATION OF CITY

- 12.1 Indemnification of City
- 12.2 Notice
- 12.3 Defense of Claim

ARTICLE 13 - CITY REMEDIES UPON DEVELOPER DEFAULT

- 13.1 City Remedies
- 13.2 No Additional Waiver Implied By One Waiver
- 13.3 No Remedy Exclusive
- 13.4 Emergency

ARTICLE 14 - ESCROW DEPOSIT FOR DEVELOPER IMPROVEMENTS

- 14.1 Escrow Requirement for Developer Improvements
- 14.2 Escrow Release and Escrow Increase

ARTICLE 15 - MISCELLANEOUS

- 15.1 City's Duties
- 15.2 Additional Improvements
- 15.3 No Third Party Recourse
- 15.4 Validity
- 15.5 Recording

- 15.6 Binding Agreement
- 15.7 Contract Assignment
- 15.8 Amendment And Waiver
- 15.9 Governing Law
- 15.10 Counterparts
- 15.11 Headings
- 15.12 Inconsistency
- 15.13 Access
- 15.14 Consent

- EXHIBIT A** Legal Description of Plat of Windwood 2nd Addition
- EXHIBIT B** List of Development Plans
- EXHIBIT C** Developer Improvements
- EXHIBIT D** City Improvements
- EXHIBIT E** Miscellaneous Requirements And Conditions Imposed By The City
- EXHIBIT F** Escrow Calculation for Developer Improvements

CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF WINDWOOD 2ND ADDITION

THIS DEVELOPMENT CONTRACT is made and entered into on the 14th day of August, 2017, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of streets, public utilities (sewer and water), storm sewer pipes, infiltration basins, water quality pre-treatment facilities, raingardens, regional basins and other facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, 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 and provided an electronic plan set compatible with the CITY's AUTOCAD and GIS systems (See Section 8.6 (12));

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the DIRECTOR OF PWD and COUNCIL.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT 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 DEVELOPMENT CONTRACT, 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 U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 PLAT. "PLAT" means the plat of Windwood 2nd Addition, comprising the real property located in 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 and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.6 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among 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.) Water Management Organization
- e.) Metropolitan Council

- f.) 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 which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.14 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

1.15 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit D.

1.16 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.17 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, 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 DEVELOPMENT CONTRACT;
- b.) subject to Force Majeure (as defined in Section 1.18), failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.
- c.) subject to Force Majeure (as defined in Section 1.18), failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

- d.) breach of the DEVELOPER WARRANTIES.

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

1.19 DEVELOPER WARRANTIES. "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

- A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- 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 DEVELOPMENT CONTRACT. 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 DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT 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 PLAT and 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 threatened against or affecting DEVELOPER with respect to the PLAT 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. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT 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, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

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.

The warranty period for street, water main, sanitary sewer, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, 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.

I. **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.

J. **FEE TITLE.** DEVELOPER owns fee title to the property within the PLAT.

1.20 **CITY WARRANTIES.** "CITY WARRANTIES" means that the CITY hereby warrants and represents as follows:

A. **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing 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 DEVELOPMENT CONTRACT.

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

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

If to DEVELOPER: U.S. Home Corporation
c/o Lennar
Attention: Jonathon Aune
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

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 **PLAT APPROVAL**

2.1. **PLAT APPROVAL.** Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 **PLAT DENSITY.** The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning.

2.3 **RECORDING OF PLAT.** The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3 **CITY IMPROVEMENTS**

3.1 **CITY IMPROVEMENTS.** The CITY is not undertaking any CITY

IMPROVEMENTS with respect to the PLAT except as stated on Exhibit D.

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the City Engineer Memo's on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

The DEVELOPER IMPROVEMENTS shall be completed by the respective dates shown on Exhibit C, except for delays due to FORCE MAJEURE and, otherwise, 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 DEVELOPMENT CONTRACT 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 contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

4.2 GROUND MATERIAL. The DEVELOPER shall insure that adequate and suitable ground material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading 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 date stipulated in Exhibit C, the CITY may declare the DEVELOPER in default pursuant to Article 13.

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.5 BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or

lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 14 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, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future land owners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled "Protected Area" at the cost of DEVELOPER (See Exhibit E, Section 17).

4.6 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 has been detailed on the DEVELOPMENT PLANS. 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 PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and 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 13. The DEVELOPER shall be financially responsible for payment for this extra work.

DEVELOPER shall also comply with the erosion control requirements referenced in Section 10 of Exhibit E.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements as defined in the City Code by meeting the obligation stated in Exhibit E.

ARTICLE 6 **OTHER PERMITS**

6.1 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 7

OTHER DEVELOPMENT REQUIREMENTS

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8

DEVELOPER PUBLIC IMPROVEMENTS

8.1 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, which approval shall not be unreasonably withheld, delayed or conditioned.

8.2 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.

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS 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, the laying of gravel base for street construction 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 two (2) 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 14 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 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, or if not reasonably curable within thirty (30) days, then within such

additionally reasonable time to effect the cure, the DEVELOPER shall 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 Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 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 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 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 Sections 1.20 and 10.1 and except as provided in the *Storm Water Facilities Maintenance Agreement* relating to the PLAT and except as provided in the *Natural Area/Open Space And Undisturbed Natural Area/Open Space Easement Agreement* for the PLAT and except as provided in the *Street Light Agreement* for the PLAT. 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 13.

8.6 ENGINEERING SUBMITTALS / AS BUILT INFORMATION. One (1) copy (in AUTOCAD format), of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. If the record plans are not provided to the CITY within the 90 days, the CITY may have the work done and pay for it with the DEVELOPER'S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and invert elevations on all manholes and catch basins.
6. Apron invert elevations on all flared end structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.

8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
11. Copy of final plat shall be submitted in an electronic format (see item 12).
12. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
14. GPS coordinates on all stormwater facilities and related appurtenances such as valves.

ARTICLE 9

RESPONSIBILITY FOR COSTS

9.1 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.

9.2 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 DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably

detailed invoices describing services, rates, time, person performing the services and the date of such expenses and shall be billed at normal CITY rates therefore. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

To keep track of expenses the DEVELOPER from time to time may request that the CITY provide an update on the current status of expenses. The CITY shall use reasonable efforts to respond to the DEVELOPER's requests and inquiries in this regard and provide a list of expenses that have been incurred for the time period ending 30 days prior to the DEVELOPER's request.

9.3 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including reasonable engineering and reasonable attorneys' fees.

9.4 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 10 **DEVELOPER WARRANTIES**

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby makes and states the DEVELOPER WARRANTIES.

ARTICLE 11 **CITY WARRANTIES**

11.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 12 **INDEMNIFICATION OF CITY**

12.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT 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 reasonable 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.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the

DEVELOPMENT PLANS;

- 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 DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

Notwithstanding anything contained in this Section 12.1 above, the DEVELOPER shall not be obligated to indemnify or defend the CITY from and against claims based on any negligence or willful misconduct by the CITY, its employees, agents or contractors, or the failure of the CITY to act in accordance with CITY ordinances and other applicable laws.

12.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 12.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

12.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered

by Sections 12.1 and 12.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY in its reasonable discretion; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 13

CITY REMEDIES UPON DEVELOPER DEFAULT

13.1 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 or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, 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 DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 14 or Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- 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 reasonable 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 PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

13.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT 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.

13.3 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 DEVELOPMENT CONTRACT 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.

13.4 EMERGENCY. Notwithstanding the requirement contained in Section 13.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 13.1 hereof relating to giving the DEVELOPER a thirty (30) day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, 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 PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 14 **ESCROW DEPOSIT**

14.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and 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 F.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached Exhibit F. 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, 2021. 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 not earlier than December 31, 2021, 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 Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 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, 2021.

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 C to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on Exhibit C have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 14.2, 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 14.2 from time to time as financial obligations are paid.

14.2 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 1.19(H) 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 an 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 which letter of credit or cash deposit may be issued either in the name of the DEVELOPER or its general contractor. 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 15

MISCELLANEOUS

15.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

15.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or, so long as the CITY shall have given DEVELOPER at least ten (10) days written notice thereof, may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

15.3 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY or DEVELOPER under this DEVELOPMENT CONTRACT.

15.4 VALIDITY. If any portion, section, subsection, sentence, clause, section or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

15.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording. The CITY shall provide to DEVELOPER, upon written request therefore, releases of lots within the PLAT from the lien of this DEVELOPMENT CONTRACT as to lots for which the CITY has issued occupancy permits to or for the third party home purchasers.

15.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT, and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the PLAT.

15.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

15.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT 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 DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, 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 DEVELOPMENT CONTRACT. 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 DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

15.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

15.10 COUNTERPARTS. This DEVELOPMENT CONTRACT 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.

15.11 HEADINGS. The subject headings of the sections and subsections of this DEVELOPMENT CONTRACT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

15.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT, then the DEVELOPMENT PLANS shall prevail.

15.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

CITY hereby grants to DEVELOPER, its agents, employees, officers, and contractors a license to enter Outlots A, B, C, D, E, and F, Windwood 2nd Addition to perform construction of DEVELOPER IMPROVEMENTS pursuant to this DEVELOPMENT CONTRACT.

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

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

This Instrument Was 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 This
Instrument 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 PLAT OF WINDWOOD 2ND ADDITION

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

Lots 1 through 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 12, Block 2, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 5, Block 3, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 11, Block 5, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota

Outlots A, B, C, D, E and F, Windwood 2nd Addition, Dakota County, Minnesota.

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B

LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Cover Sheet (1 of 20)		Pioneer Engineering
Legend Sheet (2 of 20)		Pioneer Engineering
Sanitary Sewer & Watermain (3 of 20)		Pioneer Engineering
Sanitary Sewer & Watermain (4 of 20)		Pioneer Engineering
Sanitary Sewer & Watermain (5 of 20)		Pioneer Engineering
Sanitary Sewer & Watermain (6 of 20)		Pioneer Engineering
Storm Sewer (7 of 20)		Pioneer Engineering
Storm Sewer (8 of 20)		Pioneer Engineering
Storm Sewer (9 of 20)		Pioneer Engineering
Draintile Plan (10 of 20)		Pioneer Engineering
Street Construction (11 of 20)		Pioneer Engineering

Street Construction (12 of 20)	Pioneer Engineering
Street Construction (13 of 20)	Pioneer Engineering
Utility Details (14 of 20)	Pioneer Engineering
Utility Details (15 of 20)	Pioneer Engineering
Storm Details (16 of 20)	Pioneer Engineering
Storm Details (17 of 20)	Pioneer Engineering
Street Details (18 of 20)	Pioneer Engineering
Street Details (19 of 20)	Pioneer Engineering
Street Details (20 of 20)	Pioneer Engineering
Grading Plan (G1 of G5)	Pioneer Engineering
Erosion Control Plan (G2 of G5)	Pioneer Engineering
Seeding Plan (G3 of G5)	Pioneer Engineering
Grading Details (G4 of G5)	Pioneer Engineering
Grading Details (G5 of G5)	Pioneer Engineering

The above-listed Development Plans were approved by the City Engineer on _____, 2017.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Windwood 2nd Addition (the “City Engineer Memos”):

1. Memo to City Planner Allan Hunting from City Engineer Tom Kaldunski dated March 16, 2016;
2. Memo to City Planner Allan Hunting from City Engineer Tom Kaldunski dated July 5, 2017;
3. Memo to City Engineer Tom Kaldunski from Greg Fransen at Barr Engineering dated July 13, 2017; and
4. Barr Engineering review letter on erosion control dated July 17, 2017.

The City Engineer Memos are on file with the City.

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the DEVELOPER IMPROVEMENTS. The items checked with "PUBLIC" below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or December 31, 2018 whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit or December 31, 2018, whichever occurs first	utilities (sanitary sewer and water lateral and trunk lines)
X	prior to obtaining a building permit or December 31, 2018, whichever occurs first	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit or December 31, 2018, whichever occurs first	gravel base for streets
X PUBLIC	prior to obtaining a building permit or December 31, 2018, whichever occurs first	base bituminous course for streets and street lights
X	prior to obtaining a building permit or December 31, 2018, whichever occurs first	Storm Water Facilities (water quality treatment basin located within Outlot B, Windwood 2 nd Addition and infiltration basin Located within Outot B, Windwood 2 nd Addition) constructed to a functional level approved by the City Engineer

X	See paragraph 15 of Exhibit E	Storm Water Facilities constructed (raingardens or biofiltration facilities)
X PUBLIC	December 31, 2019	Final completion of Public (City) Storm Water Facilities (water quality treatment basin located within Outlot B, Windwood 2 nd Addition and infiltration basin located within Outot B, Windwood 2 nd Addition)
X	prior to issuing certificate of occupancy for the individual subject lot	lot landscaping **
X PUBLIC	See Section 4.4	street signage
X PUBLIC	December 31, 2019	final wear course of bituminous for City streets
X PUBLIC	December 31, 2019	sidewalks

The CITY's Director of Public Works may extend the dates contained in this Exhibit C.

** Lot landscaping must be completed prior to issuance of a certificate of occupancy for the individual subject lot; provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy except landscaping have been met, then the CITY will issue a temporary certificate of occupancy and the DEVELOPER is required to complete the landscaping no later than the following June 15th.

EXHIBIT D
CITY IMPROVEMENTS

The CITY is not required to construct any CITY IMPROVEMENTS.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide cash deposit for the engineering escrow amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must provide to the CITY the sealcoating payment of \$9,500 with regard to the street in the DEVELOPER IMPROVEMENTS as required under Section 12 of Exhibit E.
 - e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
 - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT. With respect to the Outlots, the title insurance policy must list the City as an insured and must specifically show that the DEVELOPER owns Outlots A, B, C, D, E and F, Windwood 2nd Addition in fee title and that such outlots are not subject to any mortgage, lien or other encumbrance.
 - g.) DEVELOPER must execute and deliver the documents listed in Section 13 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - h.) DEVELOPER must pay the connection fees referenced in Section 6 of this Exhibit E.
 - i.) DEVELOPER must pay \$1,480 towards the NWA Environmental Studies Fee pursuant to City Code Section 10-3-8C.

- j.) DEVELOPER must pay \$1,500 for the computerized water model for drinking water system as referenced in Section 20 of this Exhibit E.
 - k.) DEVELOPER must pay \$3,500 for storm water model updating by Barr Engineering as referenced in Section 21 of this Exhibit E.
 - l.) DEVELOPER must pay \$26,000 for the engineering consultant services provided by Barr Engineering related to the stormwater facilities.
 - m.) DEVELOPER must pay the park dedication fee referenced in paragraph 5 of this Exhibit E.
 - n.) DEVELOPER must pay 40% of the costs related to the emergency overflow storm sewer from Blackstone Ridge through Windwood 2nd Addition per paragraph 14 of this Exhibit E.
 - o.) DEVELOPER must pay \$99,600 for the tree preservation shortage pursuant to paragraph 26 of this Exhibit E.
- 2.) **BUILDING PERMITS FOR LOTS.** Prior to December 31, 2018, or prior to issuance of a building permit for any lot in the PLAT, whichever occurs first, the following conditions must be met in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in Section 1 of this Exhibit E have been met.
 - b.) The PLAT is recorded with the Dakota County Recorder.
 - c.) The DEVELOPMENT CONTRACT and all of the documents listed in Section 18 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
 - d.) The Storm Water Facilities (water quality treatment basin within Outlot B, Windwood 2nd Addition and infiltration basin within Outlot B, Windwood 2nd Addition) must be constructed to a functional level reasonably approved by the City Engineer.
 - e.) General site, grading, drainage and erosion control must be completed.
 - f.) Utilities (sanitary sewer and water lateral and trunk lines must be installed.
 - g.) Sanitary sewer and water service lines must be installed.
 - h.) Gravel base for the streets must be installed.

- i.) Base course bituminous for the streets and the street lights must be installed.
 - j.) The DEVELOPER must show evidence that the lots within the PLAT (except for Outlots A, B, C, D, E, and F Windwood 2nd Addition) have been added to the homeowner association documents required by Section 12 of this Exhibit E.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to December 31, 2019, or prior to the issuance of any certificate of occupancy for any lot in the PLAT, whichever occurs first, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in Sections 1 and 2 of this Exhibit E must be satisfied.
 - b.) The Storm Water Facilities (water quality treatment basin within Outlot B, Windwood 2nd Addition and infiltration basin within Outlot B, Windwood 2nd Addition) must be completed and approved by the City Engineer.
 - c.) Lot landscaping must be completed for the individual lot affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.
 - d.) The final wear course of bituminous for the streets must be installed; however, the final wear course of bituminous for the streets may be required to be installed earlier or later as approved by the City Engineer.
 - e.) The sidewalks must be constructed.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, 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.
- 5.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per lot amount of \$2,850, multiplied by the number of lots in the PLAT. There are 44 lots and as a result, the park contribution is \$125,400 (44 lots multiplied by \$2,850 per unit). The park contribution

fee of \$125,400 must be paid before the CITY signs the PLAT.

- 6.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee according to the formulas adopted by CITY ordinance.

The utility plat connection fees associated with the PLAT are as follows:

Northwest Area Fees		Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Fees	Connection	\$69,120	\$42,120	\$226,440	\$337,680

The DEVELOPER and CITY understand and agree that the water plat connection fee is subject to the credit under Section 8 of this Exhibit E.

The DEVELOPER and CITY understand and agree that the plat connection fees are payable at the time the CITY executes the PLAT.

The utility connection fees associated with obtaining a building permit are as follows:

- Sewer connection fee
- Sewer core connection fee
- Water connection fee
- Water treatment plant fee
- Water core connection fee

The DEVELOPER understands and agrees that the DEVELOPER is responsible to pay the CITY for the per lot building permit connection fees at the time of building permit. Payment shall be made on a per lot basis as a building permit is obtained for each lot.

The parties understand and agree that the above-stated Northwest Area Building Permit Connection Fees associated with the building permits for sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee payable at the time of building permits will be calculated at the time of the building

permits based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT subject to Section 8 below.

Section 6 of this Exhibit E only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

- M.C.E.S. SAC Unit Fee

- 7.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the plat of Windwood 2nd Addition to protect and enhance the lifespan of the streets. The sealcoating will be completed by the CITY approximately three (3) years after the installation of the final wear course of bituminous pavement. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of \$9,500 for the work.

The amount of \$9,500 is due and payable by the DEVELOPER to the CITY at the time the PLAT is executed by the CITY. The CITY will complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER agrees that the sealcoating benefits the plat of Windwood 2nd Addition.

- 8.) **TREE PRESERVATION.** All tree preservation requirements and conditions in connection with the PLAT imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER. Also see paragraph 26 of this Exhibit E.
- 9.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be determined by the local electric company. DEVELOPER shall enter into a Street Light Agreement for the plat of Windwood 2nd Addition.

DEVELOPER shall pay for the energy costs for all the street lights in the PLAT through the date of December 31, 2021. Thereafter, the energy costs for the street lights shall be paid by the owners of the buildable lots within the PLAT.

The lots in the PLAT shall initially be charged a street light fee of \$4.00 per quarter. After December 31, 2021, the Council has the authority to adjust this fee from time to time to reflect additional increases in electricity costs and administrative costs.

- 10.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall comply with the following (Erosion Control Forms):

- a. Erosion Control for Residential Lots dated February 2015 and identified as Plate No. EC-01;

- b. Silt Fence dated April 2011 and identified as Plate No. EC-02;
- c. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
- d. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
- e. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

The Erosion Control Forms are on file with the CITY. The DEVELOPER must make the builder aware of the above identified Erosion Control Forms and must provide a copy of the above-described Erosion Control Forms to the builder. The builder must execute the Notice of Erosion Control Requirement for Construction (on file with the CITY) when a building permit is obtained.

- 11.) **CONVEYANCE OF OUTLOTS:** At the time the PLAT is recorded, the DEVELOPER shall convey or cause to be conveyed to the CITY the following Outlots:

Outlots A, B, C, D, E, and F, Windwood 2nd Addition.

Conveyance of the Outlots shall be by Warranty Deed.

Outlots A, B, C, D, E, and F, Windwood 2nd Addition shall be free and clear of any mortgages and liens. Developer shall pay the real estate taxes for such Outlots for the year in which the Outlots are conveyed to the CITY.

- 12.) **HOMEOWNERS ASSOCIATION.** A condition of approval of building permit is that the DEVELOPER add all of the lots within the plat of Windwood 2nd Addition to the existing Settler's Ridge Single Family Homeowners Association, except for Outlots A, B, C, D, E, and F Windwood 2nd Addition, which will be conveyed to and owned by the CITY. The documents prepared by the DEVELOPER in connection with the addition of the lots within the plat of Windwood 2nd Addition to the Settler's Ridge Single Family Homeowners Association must be approved by the CITY prior to the issuance of a building permit for any home in Windwood 2nd Addition, which approval shall not unreasonably be withheld, delayed or conditioned.

- 13.) **AGREEMENTS.** The DEVELOPER must comply with the following requirements and execute the agreements set forth below:

- a. DEVELOPER must execute this DEVELOPMENT CONTRACT for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- b. By Warranty Deed, DEVELOPER must convey Outlots A, B, C, D, E and F, Windwood 2nd Addition to the CITY at the time the PLAT is recorded.
- c. DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- d. DEVELOPER must execute an Acknowledgment of Planned Unit Development Zoning.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- e. DEVELOPER must execute a Street Light Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- f. DEVELOPER must obtain approval from the CITY and must add the lots within the PLAT to the recorded homeowner association documents referenced in Section 12 of this Exhibit E.

- g. DEVELOPER must execute a Natural Area/Open Space And Undisturbed Natural Area/Open Space Easement Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded before the recording of the Warranty Deed conveying Outlots A, B, C, D, E and F, Windwood 2nd Addition to the City.

- h. DEVELOPER must execute the following two (2) Warranty Deeds conveying to the CITY all rights of vehicular access, including ingress and egress as follows:

- To and from 65th Street West from and to:
 - Lots 1 through 6, inclusive, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
 - Lot 1, Block 5, Windwood 2nd Addition, Windwood 2nd Addition, Dakota County, Minnesota.
- To and from 67th Street West from and to:
 - Lots 1 through 3, inclusive, Block 4, Windwood 2nd Addition, Dakota County, Minnesota;
 - Lot 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota.

The above-listed two (2) deeds must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- i. DEVELOPER must execute a Agreement Relating to Waiver of Assessments

for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- j. DEVELOPER must execute a temporary construction easement and right of entry pursuant to paragraph 27 of this Exhibit E.

The above-listed temporary construction easement and right of entry must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- k. DEVELOPER must execute six (6) separate Restrictive Use Easement Agreements for the following lots within the PLAT:

- Lot 1, Block 5, Windwood 2nd Addition
- Lot 3, Block 3, Windwood 2nd Addition
- Lot 3, Block 4, Windwood 2nd Addition
- Lot 6, Block 1, Windwood 2nd Addition
- Lot 6, Block 2, Windwood 2nd Addition
- Lot 7, Block 6, Windwood 2nd Addition

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

The agreements and documents listed in this Section 13 (a) through (k), inclusive, must be recorded prior to any mortgage relating to any lots in the PLAT.

- 14.) **EMERGENCY OVERFLOW PIPE FROM EA-011 TO EP-025(C)(F).** In connection with the development of the Plat of Blackstone Ridge, the CITY required an 18" emergency overflow pipe from a basin identified as EA-011 to a basin identified as EP-025(C)(F). EA-011 is located partially on the Plat of Blackstone Ridge and partially on the Plat of Windwood 2nd Addition. Approximately 60% of EA-011 lies within the Plat of Blackstone Ridge and approximately 40% of EA-011 lies within the Plat of Windwood 2nd Addition. With respect to the CITY's installation of the emergency overflow pipe from EA-011 to EP-025(C)(F), the Developer of Blackstone Ridge made a cash contribution to the CITY for the installation of the emergency overflow pipe in the amount of \$23,872 (or 60% of the cost). The DEVELOPER of the Plat of Windwood 2nd Addition is responsible to make a cash contribution to the City in the amount of \$15,914 (or 40% of the cost). The cash contribution shall be paid by the DEVELOPER at the time the PLAT is released.

- 15.) **RAINGARDENS.** DEVELOPER is constructing raingardens on the following lots within the PLAT:

- a. Lots 7, 8, 9, 10, and 11, Block 2, Windwood 2nd Addition;

- b. Lots 1 and 2, Block 3, Windwood 2nd Addition;
- c. Lots 4 and 5, Block 3, Windwood 2nd Addition;
- d. Lots 1, 2, 3, and 4, Block 5, Windwood 2nd Addition;
- e. Lots 6, 7, and 8, Block 5, Windwood 2nd Addition;

With respect to the raingarden lots in Block 2, Windwood 2nd Addition, the raingardens on such lots must be completed before the last certificate of occupancy is issued by the CITY for those raingarden lots in Block 2.

With respect to the raingarden lots in Block 3, Windwood 2nd Addition, the raingardens on such lots must be completed before the last certificate of occupancy is issued by the CITY for those raingarden lots in Block 3.

With respect to the raingarden lots in Block 5, Windwood 2nd Addition, the raingardens on such lots must be completed before the last certificate of occupancy is issued by the CITY for those raingarden lots in Block 5.

- 16.) **MODEL HOMES / SALES HOMES.** The DEVELOPER intends to construct model homes on _____. The lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install gravel drives for access to the lots and the gravel drives shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.
- 17.) **OUTLOT MARKER POSTS.** DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future land owners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled "Protected Area" at the cost of DEVELOPER.
- 18.) **CONSENT REQUIREMENTS.** DEVELOPER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

- 19.) **FUTURE 65TH STREET WEST.** With regard to the future city collector street of 65th

Street West affecting the plat of Windwood 2nd Addition, the DEVELOPER shall provide the following:

10 feet of right of way dedication for 65th Street West along the north boundary of the PLAT.

Also see paragraphs 25 and 27 of this Exhibit E.

- 20.) **WATER MODELING.** As a result of the PLAT, the CITY incurred the expense of a computerized water model for drinking water system. At the time the PLAT is signed, the DEVELOPER shall pay the CITY an amount not to exceed \$1,500 (to reimburse the CITY for this expense.
- 21.) **STORM WATER MODEL UPDATING.** As a result of the PLAT, the CITY incurred the expense of a storm water model updating by Barr Engineering. At the time the PLAT is signed, the DEVELOPER shall pay the CITY the sum of \$3,500 to reimburse the CITY for this expense.
- 22.) **PAYMENT FOR UTILITY AND STREET EXTENSIONS.** There are streets in the PLAT that abut property not owned or controlled by the DEVELOPER. The DEVELOPER has to leave unbuilt a portion of the utilities and street adjoining the abutting parcels. The CITY wants to assure that this portion is either built or that the CITY has funds available to build this segment if and when the adjoining land is platted and developed.

Therefore, at the time the PLAT is signed, DEVELOPER shall pay in escrow to the CITY the sum of \$_____ to compensate the CITY for utility and street extensions with respect to the segment of the utilities and street within the PLAT that will not be extended until a future date when the abutting property adjacent to the PLAT is developed; provided, however, this escrow deposit does not need to be made if the Developer commits on the Development Plans to extend the utilities into the abutting property adjacent to the PLAT.

With regard to the escrowed sum, no interest shall be paid on the escrowed amount. If the utilities and street are extended to the boundaries of the PLAT at the time the utilities and street are installed, then after completion of the utility and street extensions and acceptance of the improvements by the CITY, the escrowed sum relating to the utility and street extensions that is completed shall be paid to the DEVELOPER. On the other hand, if the utility and street extensions are not made, the CITY shall keep the escrowed sum and the CITY will then at a later date complete the utility and street extensions. The DEVELOPER has no claim to the escrowed sum that is kept by the CITY.

- 23.) **PEDESTRIAN TRAILS.** To the extent any trail areas lie outside of outlots or outside of street right-of-way, the DEVELOPER will grant to the CITY an assignable pedestrian trail easement for the segment outside of outlots or outside of street right-of-way.
- 24.) **DENSITY SHORTAGE.** The PLAT has a designation under the Comprehensive Plan of

LDR – NWAPUD. As a result of this designation, the DEVELOPER must pay to the CITY the difference between (a) the Northwest Area utility connection fees (including those usually payable at time of plat, as well as building permit issuance) and the hook-up fees (including the water connection and sewer connection fee) that would have been payable for the densities shown for the PLAT in the City's financial and connection fee information prepared by Ehlers & Associates (and amended from time to time) for the Northwest Area and (b) the Northwest Area utility connection fees and hook up fees that will be collected for the PLAT per the actual density at which the property within the PLAT develops. The difference is referred to as the "Shortage Amount". In the resolution approving the preliminary plat, the Council, as a condition of plat approval, required that the Shortage Amount be paid. Subject to the credit hereafter referenced, the Shortage Amount is in the amount of \$468,050.

City ordinances require the DEVELOPER to dedicate 20% of net developable area as open space. The CITY is willing to grant a credit against the Shortage Amount for the amount of dedicated open space above 25% of net developable area. The CITY encourages a balance of open space and development density and is willing in this particular instance to recognize as a credit the open space above 25% of the net developable area. With regard to the PLAT, the DEVELOPER is conveying open space above 25% of net developable area. The open space area above 25% of net developable area is 0.62 acres. For purposes of the credit, that acreage is being valued at \$116,963 per acre. This equates to a credit of \$72,520 (rounded up from \$72,517.06).

The Shortage Amount, as adjusted for the credit, is the amount of \$395,530. DEVELOPER agrees that at the time of building permit issuance for a lot, when the utility building permit connection fees are paid, the DEVELOPER shall at that time pay the additional sum of \$8,989 (rounded up from \$8,989.32) to meet the obligation for payment of the Shortage Amount with respect to that particular lot. The payment of \$8,989 is in addition to the utility building permit connection fees and in addition to the other hook-up fees that are required at the time of building permit issuance and in addition to the M.C.E.S. SAC Unit Fee.

- 25.) **65TH STREET WEST PROJECT ASSESSMENTS.** The CITY contemplates that it will construct City Project No. 2015-03 – 65th Street West Construction [between T.H. 3 and Argenta Trail] (the "Project") in the future. The Project abuts the PLAT on the north side of the PLAT. The CITY contemplates that the financing plan for the Project will involve special assessments to benefitted properties under Minnesota Statutes Chapter 429. Pursuant to Minnesota Statutes § 462.3531, DEVELOPER agrees to execute and record against the 44 buildable lots in the PLAT an Agreement Relating to Waiver of Assessments. Under such agreement, the DEVELOPER agrees to waive any assessment appeals under Minnesota Statutes § 429.081 up to an assessed amount of \$5,273 (rounded up from \$5,272.73) per lot. If the special assessment does not exceed \$5,273 per lot, the DEVELOPER may not appeal the assessment. If the assessment is more than \$5,273 per lot, the DEVELOPER waives any appeal with respect to the amount up to \$5,273 but

reserves the right to appeal any amount above \$5,273. The form of the Agreement Relating to Waiver of Assessments shall be subject to approval of the City Attorney. The agreement shall be recorded with the PLAT.

- 26.) **TREE REPLACEMENT SHORTAGE.** The DEVELOPER'S tree preservation plan is short 332 trees (830 caliper inches). CITY has calculated a total fee based on the average price per tree provided by the DEVELOPER. The average price per tree is \$300 per tree for 332 trees for a total of \$99,600. Based on the CITY's calculation, DEVELOPER owes the CITY \$99,600 at the time the PLAT is released. In order to comply with tree preservation requirements, DEVELOPER must pay the CITY \$99,600 at the time the CITY executes the PLAT and the PLAT is then released for recording.

- 27.) **COORDINATION WITH RESPECT TO 65TH STREET WEST CONSTRUCTION.** With respect to the grading plan for the PLAT, the DEVELOPER shall not grade or fill the right-of-way on 65th Street West unless the development plan has been approved by the City Engineer and unless the fill meets a standard of compacted fill as required by the City Engineer.

With respect to the grading plan for the PLAT, the DEVELOPER shall not grade or fill the sloped area supporting the 65th Street West right-of-way unless the development plan has been approved by the City Engineer and unless the fill meets a standard as required by the City Engineer.

DEVELOPER shall grant the CITY a temporary construction easement and right of entry to allow the CITY to slope and grade the lots adjoining 65th Street West. The duration of the temporary easement shall be until 65th Street West is constructed and open for public vehicular traffic. The temporary easement and right of entry shall be delivered to the City at the time the PLAT is recorded and the documents shall be recorded with the PLAT.

EXHIBIT F
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$610,915
2.)	Sanitary Sewer	\$150,700
3.)	Watermain	\$157,720
4.)	Storm Sewer	\$175,925
5.)	Storm Water Facilities (grading included in item 1 above)	\$27,370
6.)	Street Construction (does not include concrete driveway ramps)	\$367,025
7.)	Street Lights	\$60,000
8.)	Construction debris clean up	\$15,000
9.)	Certified As-Builts	\$20,000
10.)	Landscaping	\$90,000
SUBTOTAL		\$1,674,655
Multiplied by		<u>1.25</u>
TOTAL ESCROW:		\$2,093,319 say \$2,095,000

EXHIBIT F
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit the following amounts in cash with the City (hereafter “**Engineering Escrow Amount**”) contemporaneously with execution of this Development Contract:

- \$88,000 City fees for inspection and engineering services (44 lots x \$2,000 per lot)
- \$1,500 Water model charges
- \$3,500 Storm water model update
- \$26,000 Barr Engineering services on stormwater management and erosion control

\$119,000	TOTAL (DEVELOPER responsibility)
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The Engineering Escrow Amount shall be used to pay the City for engineering inspection, engineering consultant fees, attorney’s expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City’s standard rates charged for such tasks.

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

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

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

- a.) all of the lawn or vegetative cover has been established to the reasonable satisfaction of the City with respect to the raingardens and infiltration basins in the plat of Windwood 2nd Addition.

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 \$119,000 referenced above, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

The City is not required to pay any interest on the Engineering Escrow Amount.

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR THE PLAT OF WINDWOOD 2nd ADDITION
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 14th day of August, 2017, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and U.S. Home Corporation, a Delaware corporation (hereafter referred to as “Landowner”) and Settler’s Ridge Single Family Homeowners Association, a Minnesota non-profit corporation (hereafter referred to as “Association”). 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 U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 Association. Association means Settler’s Ridge Single Family Homeowners Association, a Minnesota non-profit corporation and its successors and assigns.

1.5 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively located on the Storm Water Facilities Lots:

The raingardens lying within the Raingarden Lots within the plat of Windwood 2nd Addition, Dakota County, Minnesota;

AND

The water quality treatment basin lying within Outlot B, Windwood 2nd Addition, Dakota County, Minnesota,

AND

The infiltration basin lying within Outlot B, Windwood 2nd Addition, Dakota County, Minnesota.

1.6 Responsible Party. Responsible Party means the following:

- a. From the date hereof through December 31, 2019, the Responsible Party is Landowner and its successors and assigns.
- b. From and after January 1, 2020, the Responsible Party is the Association and its successors and assigns.

1.7 Residential Lots. Residential Lots means individually and collectively all of the lots described on the attached **Exhibit A**.

1.8 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.9 Raingarden Lots. Raingarden Lots means the following lots within the plat of Windwood 2nd Addition on which the Storm Water Facilities exist:

- a. Raingarden on Lots 7, 8, 9, 10, and 11, Block 2, Windwood 2nd Addition;
- b. Raingarden on Lots 1 and 2, Block 3, Windwood 2nd Addition;
- c. Raingarden on Lots 4 and 5, Block 3, Windwood 2nd Addition;
- d. Raingarden on Lots 1, 2, 3, and 4, Block 5, Windwood 2nd Addition;
- e. Raingarden on Lots 6, 7, and 8, Block 5, Windwood 2nd Addition;
- f. Raingarden on Outlot F, Windwood 2nd Addition.

1.10 Raingarden Lot Owners. Raingarden Lot Owners means the fee title owners of the Raingarden Lots, except for the owner of Outlot F, Windwood 2nd Addition. The City owns Outlot F, Windwood 2nd Addition.

1.11 Stormwater Facility Plan. “Stormwater Facility Plan” means collectively the Grading Plan (G1 of G5), Erosion Control Plan (G2 of G5), Seeding Plan (G3 of G5), Grading Details (G4 of G5), Grading Details (G5 of G5), Drintile Plan (Sheet 10 of 20), Utility Details (Sheets 14 and 15 of 20), Storm Details (Sheets 16 and 17 of 20) prepared by Pioneer Engineering and approved by the City Engineer on July ____, 2017; which includes the “Exhibit B Final Operations and Maintenance Plan” approved by the City Engineer and any amendments relating thereto approved by the City.

The Storm Water Facility Plan also includes modifications of the above referenced

Stormwater Facility Plan as approved from time to time by the City Engineer.

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

1.13 Development Contract. “Development Contract” means that certain contract between Landowner and City dated August 14, 2017.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Residential Lots, including the Raingarden Lots, except for the owner of Outlot F, Windwood 2nd Addition. The City owns Outlot F, Windwood 2nd Addition.

Recital No. 2. The Storm Water Facilities benefit and will serve the Residential Lots.

Recital No. 3. Landowner will be conveying or caused to be conveyed Outlots A, B, C, D, E and F, Windwood 2nd Addition to the City.

Recital No. 4. The City is willing to allow the plat of Windwood 2nd Addition to be recorded if Landowner complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Landowner, and if Landowner and the Association execute this Storm Water Facilities Maintenance Agreement.

Recital No. 5. The Residential Owners will be members of the Association.

Recital No. 6. By this Agreement the parties seek to:

- a.) impose upon the Responsible Party 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; and
- b.) provide a mechanism where the City may charge-back to the Residential Lots any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Party fails to perform its obligations to maintain the Storm Water Facilities.

Recital No. 7. Because Landowner currently owns all the Residential Lots, Landowner is currently the only Residential Owner. Because Landowner currently owns all the Raingarden Lots, Landowner is currently the only Raingarden Lot Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Stormwater Facilities. Landowner agrees that the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City pursuant to the Development Contract.

3.2 Maintenance of Stormwater Facilities. Responsible Party is obligated at its expense to perpetually maintain the Stormwater Facilities (including the raingarden on Outlot F, Windwood 2nd Addition) in accordance with the Standard of Maintenance set forth in Section 3.4 hereof. The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Stormwater Facilities for as long as the Stormwater Facilities exist. The Responsible Party shall also insure that the Stormwater Facilities always remain in compliance with the Stormwater Facility Plan. The responsibility of the Responsible Party for maintaining the Stormwater Facilities exists even though the event or omission which caused the need for maintenance of the Stormwater Facilities may arise on property outside of the plat of Windwood 2nd Addition.

3.3 Maintenance of Regional Basins by City. Responsible Party is not obligated to maintain the following regional basins within the Plat of Windwood 2nd Addition:

- a. Regional Basin EA-011 located within Outlot D, Windwood 2nd Addition;
- b. Regional Basin EP-025C located within Outlot B, Windwood 2nd Addition.

The City is obligated to maintain the regional basins identified above in this Section 3.3.

3.4 Standard of Maintenance. The Responsible Party must meet the Standard of Maintenance set forth in this Section 3.4.

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 plat of Blackstone Ponds is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:

- i. The Responsible Party shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii. Responsible Party must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Party must operate and maintain Long Term Best Management Practices for the Stormwater Facilities attached hereto as **Exhibit B**. The Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Party and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii. The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Party;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

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

On December 31 of each year, the Responsible Party shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Party 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**.

3.5 Notice of Non-Compliance with Section 3.2 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Party has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Party of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Party will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Party 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 Party to comply with the Standard of Maintenance, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party Maintenance. If the City performs emergency service work, the Responsible Party and the City shall follow those procedures set forth in Sections 3.6 and 3.7 with respect to the billing, collection and/or tax certification of such costs.

3.6 Payment of Costs Incurred by City. If the Responsible Party 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 reasonably determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Stormwater Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Party.

The amount of costs charged by the City to the Responsible Party 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 Party shall make payment directly to the City within thirty (30) 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.

3.7 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.6 by the Responsible Party, the City may certify to Dakota County the amounts due as payable for the Residential Lots 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 amount due shall be allocated equally among the Residential Lots. The Responsible Party and the Residential Owners waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The Responsible Party and the Residential Owners hereby waive 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 Residential Lots. The Responsible Party and Residential Owners waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Responsible Party and Residential Owners acknowledge 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 Residential Lots.

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

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

Landowner and Association hereby grant to the City a temporary right and license to access and enter the lands on which the Storm Water Facilities exist for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

The Residential Owners and the Raingarden Lot Owners hereby grant to the Association and to the City a temporary right and license to access and enter the Raingarden Lots for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

The City hereby grants to the Association a temporary right and license to access and enter Outlots A, B, C, D, E and F, Windwood 2nd Addition for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.9 Indemnification of City. Responsible Party 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 Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement and failure to cure the same within any applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Stormwater Facilities; and

- d.) any act or negligence of the Responsible Party, its agents, employees or contractors in connection with construction of the Stormwater Facilities.

3.10 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 and Association execute this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Landowner and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Windwood 2nd Addition.

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 Residential Lots, the Raingarden Lots and Outlots A, B, C, D, E and F, Windwood 2nd Addition, Dakota County, Minnesota and shall be binding upon the parties and the successors and assigns of the parties to this Agreement. This Agreement shall also be binding on and apply to any title, right and interest of Landowner in the Residential Lots 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, City and Association consent to the recording of this Agreement.

5.6 Notice. Notice shall 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 Landowner:
U.S. Home Corporation
c/o Lennar
Attention: Jonathon Aune
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

If to Association:
Settler's Ridge Single Family Homeowners Association
Attention: Carole Toohey, President
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

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.

IN WITNESS WHEREOF Landowner, Association and City have entered into this Stormwater Facilities Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

**ASSOCIATION:
SETTLER'S RIDGE SINGLE FAMILY HOMEOWNERS ASSOCIATION**

By: _____
Carole Toohey
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Carole Toohey, to me personally known, who being by me duly sworn, did say that she is the President of Settler's Ridge Single Family Homeowners Association, a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Settler's Ridge Single Family Homeowners Association by authority of the Board of Directors of said non-profit corporation.

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 RESIDENTIAL LOTS

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

Lots 1 through 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 12, Block 2, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 5, Block 3, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 11, Block 5, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a health and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An Annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

EXHIBIT C
ANNUAL INSPECTION FORM

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

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

RESIDENTIAL STREET LIGHT AGREEMENT FOR
PLAT OF WINDWOOD 2ND ADDITION
DAKOTA COUNTY, MINNESOTA

THIS RESIDENTIAL STREET LIGHT AGREEMENT FOR WINDWOOD 2ND ADDITION (Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation, hereinafter referred to as "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City". Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
TERMS

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 U.S. Home Corporation, a Delaware corporation, the current fee title owner of the Residential Lots, and its successors and assigns.

1.4 Residential Lots. "Residential Lots" means the lots described on the attached **Exhibit A**. The Residential Lots are located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of Windwood 2nd Addition.

1.5 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.6 Street Lights. Street Lights means all the existing or future street lights installed on the public right-of-way within the plat of Windwood 2nd Addition.

ARTICLE 2

RESIDENTIAL OWNER OBLIGATIONS

2.1 Street Light Plan Must Be Approved. Landowner agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The current Street Light Plan shall show the design, type, size and location of all Street Lights to be located within and along the public right-of-way in the plat of Windwood 2nd Addition.

2.2 Installation of Street Lights. Landowner, at its own expense, shall install the Street Lights as provided in the Street Light Plan for Windwood 2nd Addition. The Street Lights for Windwood 2nd Addition shall be installed no later than the time that the public streets within the plat of Windwood 2nd Addition are constructed.

2.3 Payment of Energy Costs for First Three Years. Before recording of the plat of Windwood 2nd Addition, Landowner shall prepay the City for the energy costs of the Street Lights for the three (3) calendar years of 2019, 2020 and 2021 by paying the City the amount of \$150.00 per Street Light per year.

2.4 Responsibility of Residential Owners. Beginning with calendar year 2022, and continuing thereafter, the Residential Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

The City will invoice such Residential Owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Residential Owners. The total cost for maintenance, repair, replacement and energy expenses for the Street Lights shall be evenly allocated among the Residential Lots.

The Residential Owners shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Residential Lot owned by the Residential Owner who has not paid the City; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Residential Owners and their successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Residential Lots. Further, the Residential Owners and their successors and assigns thereof hereby waive any and all procedural and substantive objections to special assessments for the costs of the Street Lights including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owners and their successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owners and their successors and assigns acknowledge that the benefit from the Street Lights equal or exceed the amount of the charges and assessments for the maintenance, repair, replacement and energy costs that are being

imposed under this Agreement.

The Residential Owners agree that the standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

The Residential Owners agree that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-way in the plat of Windwood 2nd Addition.

2.5 Warranty of Ownership. Landowner owns all the Residential Lots.

ARTICLE 3 **CITY'S COVENANTS**

3.1 Allowing Plat To Be Recorded. The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will allow the plat of Windwood 2nd Addition to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Landowner enter into this Residential Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4 **MISCELLANEOUS**

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

4.2 Recording. Landowner shall record this Agreement with the Dakota County Recorder after the plat of Windwood 2nd Addition is recorded, and Landowner shall present evidence to the City that this Agreement has been recorded.

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

4.4 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.

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

4.6 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.

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

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

IN WITNESS WHEREOF, Landowner and City have executed this Residential Street Light Agreement as of the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 12, Block 2, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 5, Block 3, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 11, Block 5, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

NATURAL AREA/OPEN SPACE
AND
UNDISTURBED NATURAL AREA/OPEN SPACE
EASEMENT AGREEMENT
FOR PLAT OF WINDWOOD 2ND ADDITION

THIS NATURAL AREA/OPEN SPACE AND UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT ("Easement Agreement") is made this 14th day of August, 2017, by and among U.S. Home Corporation, a Delaware corporation, hereinafter referred to as "Grantor" and City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City". 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
TERMS

1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below. All other capitalized terms shall have the meaning given to them in the Development Contract.

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

1.3 **Grantor.** "Grantor" means U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 **Property.** "Property" means the following property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Outlots A, B, C, D, E and F Windwood 2nd Addition, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota;

1.5 **Natural Area/Open Space.** "Natural Area/Open Space" means that portion of the Property legally described and depicted on the attached **Exhibit A**.

1.6 Undisturbed Natural Area/Open Space. “Undisturbed Natural Area/Open Space” means that portion of the Property legally described and depicted on the attached **Exhibit B.**

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

If to City:

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

If to Grantor:

U.S. Home Corporation
c/o Lennar
Attention: Jonathon Aune
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

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.

1.8 Development Contract. “Development Contract” means that certain Development Contract for the plat of Windwood 2nd Addition between City and Grantor dated August 14, 2017.

1.9 Easement Holder. “Easement Holder” means the holder and owner of the easement rights under this Easement Agreement.

ARTICLE 2 **RECITALS**

2.1 Grantor owns Outlots A, B, C, D, E and F, Windwood 2nd Addition.

2.2 Grantor will transfer Outlots A, B, C, D, E and F, Windwood 2nd Addition to the City.

2.3 Grantor has marketable fee title to Outlots A, B, C, D, E and F, Windwood 2nd Addition.

2.4 The parties wish to enter into an agreement which will grant to the City conservation and open space easement for conservation and preservation of the terrain and vegetation over the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and in consideration of the agreements contained herein, it is agreed by the parties as follows:

ARTICLE 3
WARRANTIES AND REPRESENTATIONS OF GRANTOR

- 3.1 Grantor is the fee owner of Outlots A, B, C, D, E and F, Windwood 2nd Addition.
- 3.2 Grantor has marketable fee title to Outlots A, B, C, D, E and F, Windwood 2nd Addition.
- 3.3 Grantor is the fee title owner of the Natural Area/Open Space and Undisturbed Natural Area/Open Space contained within Outlots A, B, C, D, E and F, Windwood 2nd Addition.
- 3.4 With respect to the Natural Area/Open Space and Undisturbed Natural Area/Open Space, Grantor represents and warrants as follows:
- a.) That Grantor has not used, employed, deposited, stored, disposed of, placed or otherwise knowingly allowed to come in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et seq., or Minn. Stat., Sec. 115B.01, et seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");
 - b.) That Grantor has not knowingly allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any Hazardous Substances;
 - c.) To the best of Grantor's knowledge, no previous owner, occupant or possessor of the Natural Area/Open Space and Undisturbed Natural Area/Open Space, deposited, stored, disposed of, placed, or otherwise allowed in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any Hazardous Substances.

ARTICLE 4
GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER NATURAL AREA/OPEN SPACE

4.1 **Grant of Perpetual Conservation and Open Space Easement over Natural Area/Open Space.** Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Natural Area/Open Space for conservation and

preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Natural Area/Open Space. The City hereby accepts such easement.

4.2 Perpetual Duration. The duration of the Conservation and Open Space Easement with respect to the Natural Area/Open Space is perpetual.

4.3 Preservation Predominately in Undeveloped Condition. Except as otherwise stated in this Easement Agreement, the Natural Area/Open Space shall be preserved predominately as an undeveloped area and shall not be used in such a manner which would change or alter the undeveloped condition of the Natural Area/Open Space.

4.4 Restrictions. Except as necessary for grading, landscaping, and construction of streets, water, sanitary sewer, storm water, pedestrian trails and other utilities as described and depicted in the Development Plans in the Development Contract and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Natural Area/Open Space:

- a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Natural Area/Open Space without the prior written consent of the City.
- b.) No vehicles or machinery shall be stored, placed upon, or parked on the Natural Area/Open Space without the prior written consent of the City.
- c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Natural Area/Open Space without the prior written consent of the City. There shall be no dredging, drilling, mining of any nature whatsoever of the Natural Area/Open Space.
- d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Natural Area/Open Space without the prior written consent of the City. There shall be no waste, trash or garbage placed, dumped or stored upon the Natural Area/Open Space.
- e.) No trees, shrubs, or other vegetation shall be planted upon the Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a danger to person and property may be removed without obtaining any consent from the City.
- f.) No change in the general topography or grade of the Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.

4.5 Exceptions To Restrictions. The following are exceptions to the restrictions set forth in Section 4.4:

- a.) Nothing contained herein shall impair any right of City or Grantor now held or hereafter acquired to construct or maintain private utilities within public drainage and utility easements or public utilities (including storm water facilities and irrigation systems that discharge storm water) within public drainage and utility easements to the extent depicted in the Development Plans that are also in or on the Natural Area/Open Space.
- b.) Nothing contained herein shall restrict the rights of the City to use the Natural Area/Open Space in the manner set forth in Article 8 hereof.
- c.) Within the Natural Area/Open Space, benches may be installed, grass and lawns may be planted and Easement Holder may mow the grass and lawns. Mowing may not occur within the Undisturbed Natural Area/Open Space except under Section 5.4(g).
- d.) Walking, hiking and pedestrian travel are permitted in the Natural Area/Open Space.
- e.) The Natural Area/Open Space may be used for passive or active recreation; provided however, if the Natural Area/Open Space is used for active recreation, the impervious cover shall not exceed 5% of the total required Natural Area/Open Space and Undisturbed Natural Area/Open Space.
- f.) Nothing contained herein shall prevent or restrict the right of the Grantor to construct, maintain and use a paved walking or hiker/biker path in or on the Natural Area/Open Space, provided the total impervious surface of which shall not be more than 5% of the total required Natural Area/Open Space.

4.6 Maintenance Obligations of Easement Holder. The following are the maintenance obligations of the Easement Holder with respect to the Natural Area/Open Space:

- a.) If the City determines that any tree(s), alive or dead, in the Natural Area/Open Space pose a potential danger, then upon request of the City the Easement Holder, at its own cost and expense, shall remove such tree(s).
- b.) The Easement Holder shall be responsible for removing noxious weeds, junk, litter and diseased, dead and downed trees from the Natural Area/Open Space.
- c.) The Easement Holder shall maintain the Natural Area/Open Space subject to the provisions stated herein.
- d.) The Easement Holder shall maintain and repair the Corner Posts referenced in Article 6 hereof and the Easement Holder shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Easement Holder shall replace the Corner Posts.

ARTICLE 5
GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER
UNDISTURBED NATURAL AREA/OPEN SPACE

5.1 Grant of perpetual Conservation and Open Space Easement over Undisturbed Natural Area/Open Space. Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Undisturbed Natural Area/Open Space for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Undisturbed Natural Area/Open Space. The City hereby accepts such easement.

5.2 Perpetual Duration. The duration of the Conservation and Open Space Easement with respect to the Undisturbed Natural Area/Open Space is perpetual.

5.3 Preservation Predominately in Undisturbed Natural Condition. Except as otherwise stated in this Easement Agreement, the Undisturbed Natural Area/Open Space shall be preserved predominately in its undisturbed natural condition and shall not be used in such a manner which would change or alter the undisturbed natural condition of the Undisturbed Natural Area/Open Space.

5.4 Restrictions. Except as necessary for grading, landscaping, and construction of streets, water, sanitary sewer, storm water, pedestrian trails and other utilities as described and depicted in the Development Plans in the Development Contract and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Undisturbed Natural Area/Open Space:

- a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Undisturbed Natural Area/Open Space without the prior written consent of the City.
- b.) No vehicles, playground equipment, playground facilities or other equipment shall be stored, placed upon, or parked on the Undisturbed Natural Area/Open Space without the prior written consent of the City.
- c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Undisturbed Natural Area/Open Space without the prior written consent of the City. There shall be no dredging, drilling, mining of any nature whatsoever of the Undisturbed Natural Area/Open Space.
- d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Undisturbed Natural Area/Open Space without the prior written consent of the City. There shall be no waste, trash or garbage placed, dumped or stored upon the Undisturbed Natural Area/Open Space.

- e.) No trees, shrubs, or other vegetation shall be planted upon the Undisturbed Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Undisturbed Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a danger to person and property may be removed without obtaining any written consent from the City.
- f.) No change in the general topography or grade of the Undisturbed Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.
- g.) Except to remove noxious weeds, the areas within the Undisturbed Natural Area/Open Space shall not be mowed or cultivated without obtaining written consent from the City.

5.5 Exceptions To Restrictions. The following are exceptions to the restrictions set forth in Section 5.4:

- a.) Nothing contained herein shall impair any right of City or Grantor now held or hereafter acquired to construct or maintain public utilities (including storm water facilities and irrigation systems that discharge storm water) within public drainage and utility easements to the extent depicted in the Development Plans that are also in or on the Undisturbed Natural Area/Open Space.
- b.) Nothing contained herein shall prevent or restrict the right of the Grantor to construct, maintain and use a paved walking or hiker/biker path, in or on the Undisturbed Natural Area/Open Space, provided the total impervious surface of which shall not be more than 2% of the total required Natural Area/Open Space and Undisturbed Natural Area/Open Space.
- c.) Nothing contained herein shall restrict the rights of the City to use the Undisturbed Natural Area/Open Space in the manner set forth in Article 8 hereof.

5.6 Maintenance Obligations of Easement Holder. The following are the maintenance obligations of the Easement Holder with respect to the Undisturbed Natural Area/Open Space:

- a.) If the City determines that any tree(s), alive or dead, in the Undisturbed Natural Area/Open Space poses a potential danger, then upon request of the City the Easement Holder, at its own cost and expense, shall remove such tree(s).
- b.) The Easement Holder shall be responsible for removing noxious weeds, junk, litter and diseased trees from the Undisturbed Natural Area/Open Space.
- c.) The Easement Holder shall maintain the Undisturbed Natural Area/Open Space subject to the provisions stated herein.

- d.) The Easement Holder shall maintain and repair the Corner Posts referenced in Article 6 hereof and the Easement Holder shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Easement Holder shall replace the Corner Posts.

ARTICLE 6

OTHER DUTIES AND OBLIGATIONS

6.1 Indemnification of City By Grantor. Grantor shall indemnify, defend, and hold the City harmless, against any and all loss, costs, damage and expense, including reasonable attorneys fees and costs, resulting from Grantor's breach of the warranties and representations in Section 3.4 hereof.

6.2 Indemnification of City By Easement Holder. If in the future the Easement Holder is a different entity than the City, then the Easement Holder 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 reasonable attorneys' fees that the City incurs or suffers, which arise out of, result from or relate to the failure by the Easement Holders to observe or perform any covenant, condition, obligation or agreement on, its part to be observed or performed under this Easement Agreement.

6.3 Installation of Corner Posts. Before construction commences on the Property, the Grantor shall install silt fences around the boundaries of the Undisturbed Natural Area/Open Space. Before construction commences on the Property, Grantor shall install stakes to demarcate the boundaries of the Natural Area/Open Space.

Prior to any Certificate of Occupancy being issued for any lot in Windwood 2nd Addition, or prior to December 31, 2018, whichever occurs first, the Grantor, at its sole cost and expense, shall construct and install permanent four (4) inch by four (4) inch posts ("Corner Posts") at the boundaries of the Undisturbed Natural Area/Open Space. The exact location of the Corner Posts and the number of Corner Posts shall be determined by the City Planner. The Corner Posts may be metal stakes, if the types of metal stakes are approved by the City Planner.

The Easement Holder shall maintain the Corner Posts after installation.

ARTICLE 7

LICENSE TO ENTER

7.1 License to Enter. In the instance where the Easement Holder is a different entity than the City, and where the City is the fee owner of the Natural Area/Open Space and Undisturbed Natural Area/Open Space, the City hereby grants to the Easement Holder a temporary right and license to enter the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the purpose of performing the maintenance obligations described herein relating to the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the duration of the performance of the maintenance.

ARTICLE 8
CITY USE OF THE NATURAL AREA/OPEN SPACE AND
UNDISTURBED NATURAL AREA/OPEN SPACE

8.1 Other Rights of City. Notwithstanding anything to the contrary contained herein, the City, in its sole discretion, within the Natural Area/Open Space and Undisturbed Natural Area/Open Space may:

- a.) Install, construct and maintain improvements to assure the safe condition of the public utilities and storm water facilities solely within the drainage and utility easements located within the Natural Area/Open Space and Undisturbed Natural Area/Open Space; and
- b.) Install, construct and maintain public utilities and storm water facilities solely within drainage and utility easements located within the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

ARTICLE 9
MISCELLANEOUS

9.1 Recording of Easement Agreement. Contemporaneous with the recording of the plat of Windwood 2nd Addition, this Easement Agreement shall be filed, at the Grantor's expense, with the Dakota County Recorder's Office.

9.2 No Third Party Recourse. Third parties shall have no recourse against the City or Grantor under this Easement Agreement.

9.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Easement Agreement shall run with the Property and Natural Area/Open Space and Undisturbed Natural Area/Open Space and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

The parties also agree that this Easement Agreement shall run with and be binding upon all after-acquired title of the Grantor with respect to the Property.

9.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

9.6 Counterparts. This Easement 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.

9.7 Headings. The subject headings of the sections in this Easement 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, City and Grantor have caused this Easement Agreement to be executed as of the day and year aforesaid.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

This Instrument Was 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 This
Instrument 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
NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION AND DEPICTION

[to be inserted]

EXHIBIT B
UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION AND DEPICTION

[to be inserted]

PUD ZONING ACKNOWLEDGMENT AGREEMENT
FOR THE PLAT OF WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS PUD ZONING ACKNOWLEDGMENT AGREEMENT (Agreement) is made this 14th day of August, 2017, between U.S. Home Corporation, a Delaware corporation (herein referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

WHEREAS, Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in Exhibit A.

NOW THEREFORE, the parties hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to Planned Unit Developments, and subject to the Planned Unit Development Plans that have been approved by the City on August 14, 2017, listed on the attached Exhibit B (the Development Plans) and subject to any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinance relating to Planned Unit Developments, the Development Plans shall supersede.

The parties also hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to the Northwest Area Overlay District any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinances relating to the Northwest Area Overlay District, the Development Plans shall supersede.

This Agreement shall be binding upon the parties hereto and any successors and assigns, and all subsequent parties who obtain an ownership, contract, leasehold, or any other interest in the property, and shall inure to the benefit of the parties hereto any successors, assigns, or transferees, and shall run with the land described on the attached Exhibit A.

The parties further acknowledge and agree that at Landowner's expense this Agreement shall be filed with the Dakota County Recorder's office against the property described in Exhibit A.

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

IN WITNESS WHEREOF, Landowner and the City of Inver Grove Heights have caused this PUD Zoning Acknowledgement Agreement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

This Instrument Was Drafted By:

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

**After Recording Return This
Instrument To:**

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

EXHIBIT A
LEGAL DESCRIPTION

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

Lots 1 through 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 12, Block 2, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 5, Block 3, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 11, Block 5, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
LIST OF APPROVED PUD DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
-------------	-------------------------------------	------------------------

WARRANTY DEED

Corporation, Partnership or Limited Liability Company
to Corporation, Partnership or Limited Liability Company

DEED TAX DUE: \$ 1.65

Date: August 14, 2017

FOR VALUABLE CONSIDERATION, U.S. Home Corporation, a corporation under laws of Delaware, ("Grantor"), hereby conveys and warrants to City of Inver Grove Heights, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

Outlots A, B, C, D, E and F, Windwood 2nd Addition, according to the plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

total consideration for this transfer is less than \$500.00.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: easements and restrictions of record, if any.

Check box if applicable:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

U.S. Home Corporation

By: _____

Jonathon Aune

Its: Vice President

[illegible]

This instrument was acknowledged before me on _____, 2017, by Jonathon Aune, as Vice President of U.S. Home Corporation, a corporation under the laws of Delaware on behalf of the corporation.

NOTARIAL STAMP OR SEAL

SIGNATURE OF NOTARIAL OFFICER

Title (and Rank): Notary Public

My commission expires: _____

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

City of Inver Grove Heights
ATTN: Finance Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Ph: 651-451-1831 / Fax: 651-450-7384
#58993

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$1.65

Date: August 14, 2017

FOR VALUABLE CONSIDERATION, U.S. Home Corporation, a corporation under the laws of the State of Delaware ("Grantor") hereby conveys and warrants to the **CITY OF INVER GROVE HEIGHTS**, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of vehicular access, including ingress and egress, to and from 65th Street West from and to:

Lot 1, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 2, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 3, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 4, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 5, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 1, Block 5, Windwood 2nd Addition, Dakota County, Minnesota;

according to the plat on file and of record, except for access by trail maintenance vehicles.

Check box if applicable:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

U.S. Home Corporation

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by Jonathon Aune, as Vice President of U.S. Home Corporation, a corporation under the laws of Delaware on behalf of the corporation.

NOTARIAL STAMP OR SEAL

SIGNATURE OF NOTARIAL OFFICER _____

Title (and Rank): Notary Public

My commission expires: _____

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

U.S. Home Corporation
c/o Lennar
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Ph: 651-451-1831 / Fax: 651-450-7384
#58993

**total consideration for this transfer is less than \$500.00.

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$ 1.65

Date: August 14, 2017

FOR VALUABLE CONSIDERATION, **U.S. Home Corporation**, a corporation under the laws of the State of Delaware ("Grantor") hereby conveys and warrants to the **CITY OF INVER GROVE HEIGHTS**, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of vehicular access, including ingress and egress, to and from 67th Street from and to:

Lot 1, Block 4, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 2, Block 4, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota;

according to the plat on file and of record, except for access by trail maintenance vehicles.

Check box if applicable:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

U.S. Home Corporation

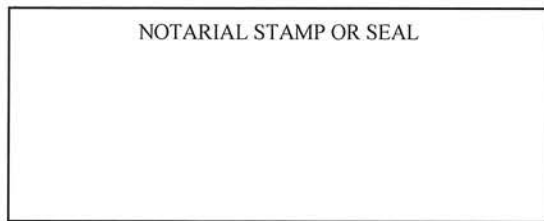
By: _____

Jonathon Aune

Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by Jonathon Aune, as Vice President of U.S. Home Corporation, a corporation under the laws of Delaware on behalf of the corporation.



SIGNATURE OF NOTARIAL OFFICER

Title (and Rank): Notary Public

My commission expires: _____

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

U.S. Home Corporation
c/o Lennar
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Ph: 651-451-1831 / Fax: 651-450-7384
#58993

**total consideration for this transfer is
less than \$500.00.

TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT

THIS TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT AGREEMENT (Temporary Easement) is made, entered into and effective this 14th day of August, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City" and U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Landowner").

WITNESSETH:

For and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey to the City, its successors and assigns, temporary easements for grading, sloping, re-contouring, filling, excavation, and construction purposes, over, across, and under certain land located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows, (hereinafter referred to as the Temporary Easement Area):

A temporary easement for grading, sloping, re-contouring, filling, excavation and construction purposes, over, across and under Temporary Easement Area No. 1 and Temporary Easement Area No. 2 (collectively the Temporary Easement Areas) described and depicted on the attached **Exhibit A** which exhibit is hereby incorporated by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City under this Temporary Easement include the right of the City, its contractors, agents and servants to enter upon the Temporary Easement Areas at all reasonable times to grade, slope, recontour, fill and excavate the Temporary Easement Areas for purposes related to the construction and to remove from the Temporary Easement Areas trees, brush, herbage, undergrowth and other obstructions and to deposit earthen materials in and upon the Temporary Easement Areas.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or

contaminants which may have existed on, or which relate to, the Temporary Easement Areas prior to the date hereof.

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

The Landowner, for itself and its successors and assigns, does hereby covenant with the City, its successors and assigns, that Landowner is well seized in fee of the Temporary Easement Areas and has good right to grant and convey this Temporary Easement to the City.

This Temporary Easement shall expire upon the occurrence of either of the following events or dates, whichever occurs first:

- a. One (1) year after substantial completion of City Project No. 2015-03 which includes the construction of 65th Street West; or
- b. December 31, 2021.

Within 30 days after expiration of this Temporary Easement, the City, at its own expense, will record with the Dakota County Recorder a release of this Temporary Easement.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

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 TEMPORARY EASEMENT AREAS

Temporary Easement Area No. 1:

A temporary easement for grading, sloping, re-contouring, filling, excavation and construction purposes, over, under and across all that part of 65th Street West as delineated and dedicated on Windwood Addition, according to the recorded plat thereof, Dakota County, lying westerly of the northerly extension of the east line of Lot 3, Block 1, said Windwood Addition.

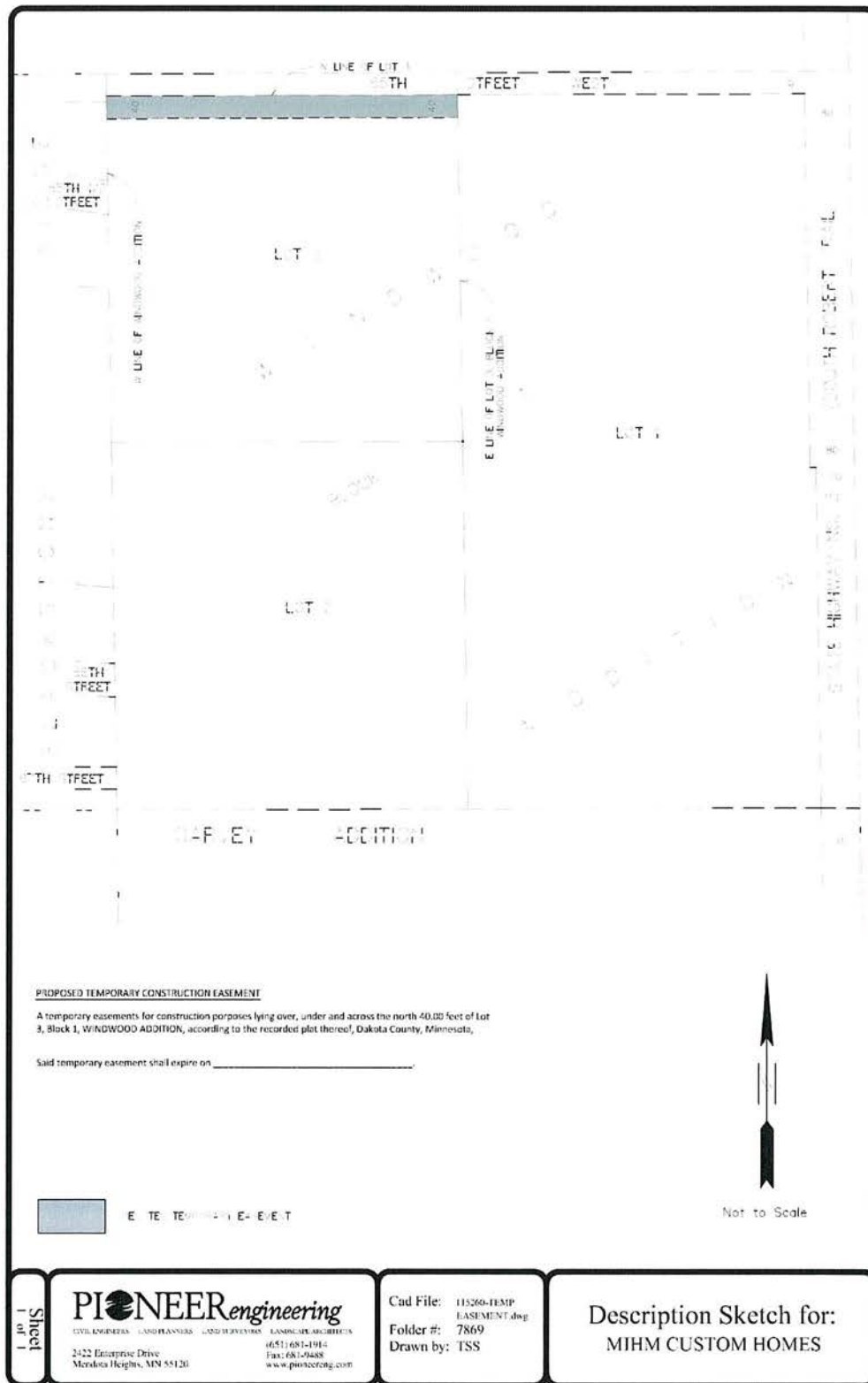
Temporary Easement Area No. 2:

A temporary easement for grading, sloping, re-contouring, filling, excavation and construction purposes, over, under and across the north 40.00 feet of Lot 3, Block 1, Windwood Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Temporary Easement Area No. 1:



Temporary Easement Area No. 2:



CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL AGREEMENT
FOR AMOUNT UP TO AND INCLUDING \$5,273
RELATING TO PLAT OF WINDWOOD 2ND ADDITION
FOR CITY PROJECT NO. 2015-03 – 65TH STREET WEST CONSTRUCTION
[BETWEEN T.H. 3 AND ARGENTA TRAIL]

THIS WAIVER OF ASSESSMENT APPEAL AGREEMENT (Agreement) is made, entered into and effective this 14th day of August, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and U.S. Home Corporation, a Delaware corporation (hereafter referred to as “Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 Project. “Project” means City Project No. 2015-03 - 65th Street West Construction (between T.H. 3 and Argenta Trail) which project provides for the construction of 65th Street West located north of the Plat of Windwood 2nd Addition, Dakota County, Minnesota.

1.5 Landowner Property. “Landowner Property” means the property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described on Exhibit A attached hereto.

1.6 Lots or Lot. “Lots” means the 44 lots contained within the Landowner Property. “Lot” means one of the 44 lots contained within the Landowner Property.

1.7 Feasibility Report. “Feasibility Report” means the Feasibility Report for City Project No. 2015-03.

1.8 Waived Amount. “Waived Amount” means the sum of \$5,273 (rounded up from \$5,272.73).

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner recognizes that development of the Landowner Property will contribute in part to the need for the City to construct the Project.

Recital No. 3. Landowner recognizes that development of the Landowner Property will in the future increase the number of vehicles using the streets and intersections surrounding the Landowner Property.

Recital No. 4. Landowner has sought the approval of the City for the plat of Windwood 2nd Addition according to the preliminary plat on file with the City.

Recital No. 5. The City anticipates that in the future it will construct the Project and will levy special assessments against benefitted properties to contribute to payment of Project costs.

Recital No. 6. Pursuant to Minnesota Statutes § 462.3531 the City seeks from the Developer a waiver of any assessment appeals relating to the Project up to and including the Waived Amount.

Recital No. 7. City has explained the nature and scope of the Project with the Landowner.

Recital No. 8. Landowner has examined the engineering data and cost calculations relating to the Project.

Recital No. 9. City has made available the cost and special assessment information and an analysis concerning the benefit of the Project to the Landowner Property.

Recital No. 10. Landowner has been and is apprised of the nature, scope, and anticipated special assessment methodology for the Project.

Recital No. 11. After reviewing all of the information about the Project and the information relating to special assessment methodology, Landowner has determined to waive its right to appeal assessments up to the Waived Amount per Lot for such Project improvements.

Recital No. 12. Landowner acknowledges benefit to each of the Lots from the Project up to and including the Waived Amount.

Recital No. 13. Landowner is willing to waive its right to appeal the City assessment for the Project against each Lot up to the amount of \$5,273 per Lot.

ARTICLE 3 **AGREEMENTS OF LANDOWNER**

To induce the City to construct the Project in the future and to induce the City to approve the plat of Windwood 2nd Addition in the manner and configuration proposed, the Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. Each of the Lots will be specially benefited up to and including the Waived Amount by the Project.
2. Landowner waives any and all procedural and substantive objections to the ordering of the Project. With respect to the Project, Landowner waives any and all procedural and substantive objections to the special assessments up to and including the Waived Amount against each of the Lots. Landowner hereby waives all notice and hearing requirements with respect to the City ordering the Project. Landowner hereby waives all notice and hearing requirements with respect to imposition of the special assessments. Landowner hereby waives any claim that the special assessment against each of the Lots up to and including the Waived Amount exceeds the benefit to the Lot.
3. With respect to special assessments up to and including the Waived Amount against each of the Lots for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. Notwithstanding the foregoing, if the final special assessment is more than the Waived Amount, then Landowner does not waive its appeal rights under Minn. Stat. § 429.081 with respect to whether the Project has benefitted each of the Lots more than the Waived Amount.
4. This Agreement shall be continuing and irrevocable. This Agreement is made knowingly and voluntarily by the Landowner.
5. All terms and conditions of this Agreement shall run with the Landowner Property herein described, and shall be binding upon the Landowner Property and the successors and assigns of the undersigned Landowner. This Agreement shall also apply to any after-acquired title of Landowner in the Landowner Property.
6. The City may record this Agreement against the Landowner Property.

ARTICLE 4
OTHER AGREEMENTS

4.1. Approval of Plat. For and in consideration of the covenants and agreements made by Landowner herein, the City agrees to allow the Plat of Windwood 2nd Addition to be recorded with the Dakota County Recorder, provided the other conditions which are prerequisite to recording the plat of Windwood 2nd Addition contained in the Development Contract of even date herewith between the parties are met.

4.2 Special Assessments in Excess of Waived Amount. Nothing contained in this Agreement limits the right of the City to specially assess more than the Waived Amount against each of the Lots constituting the Property for the Project. This Agreement, however, applies only up to the Waived Amount per Lot. If the City assesses a Lot more than the Waived Amount the Landowner has the right to appeal the excess amounts above the Waived Amount; Landowner may not object to, appeal or contest the special assessments up to and including the Waived Amount per Lot.

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

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement on the 14th day of August, 2017.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

This Instrument Was 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 This
Instrument 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

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

Lots 1 through 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 12, Block 2, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 5, Block 3, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 11, Block 5, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 5, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 5, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement 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 Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor 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 terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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 Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive 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 Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

13. **Counterparts.** This Easement 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.

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 1, Block 5, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

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 PROPERTY

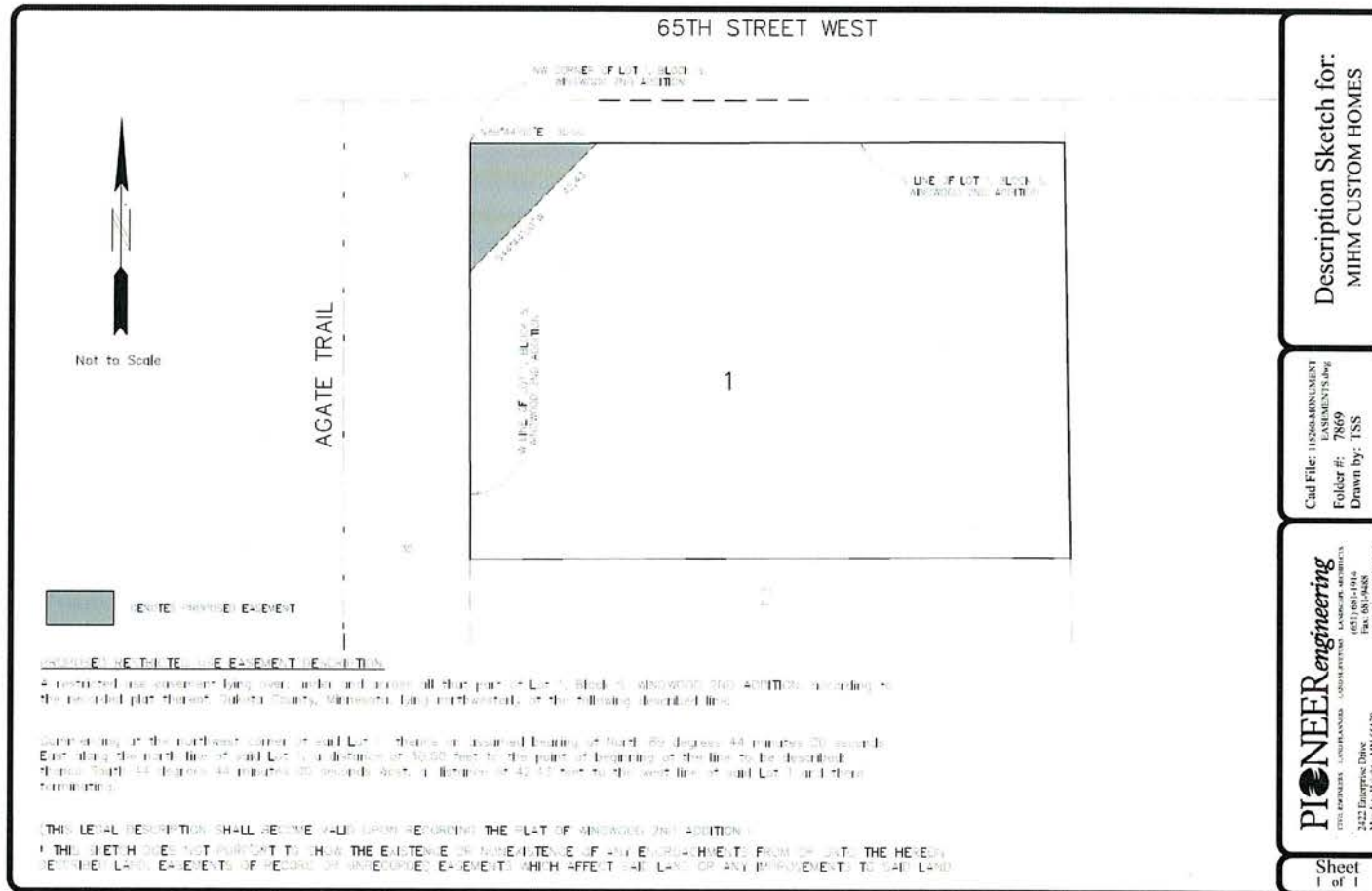
The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 5, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 1, Block 5, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Depiction of Easement Area (Part of Exhibit B)



RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 3, BLOCK 3, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 3, BLOCK 3, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement 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 Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor 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 terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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 Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive 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 Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

13. **Counterparts.** This Easement 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.

14. **Headings.** The subject headings of the sections in this Easement 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 caused this Restrictive Use Easement Agreement for Lot 3, Block 3, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

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 PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 3, Block 3, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 3, Block 3, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

[illegible]

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 3, BLOCK 4, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 3, BLOCK 4, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement 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 Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor 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 terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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 Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive 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 Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

13. **Counterparts.** This Easement 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.

14. **Headings.** The subject headings of the sections in this Easement 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 caused this Restrictive Use Easement Agreement for Lot 3, Block 4, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

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 PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 3, Block 4, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 3, Block 4, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

AND

A site triangle easement over, under, and across that part of Lot 3, Block 4, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 6, BLOCK 1, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 6, BLOCK 1, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
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4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

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notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 6, Block 1, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

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

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RETURN TO:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 6, Block 1, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

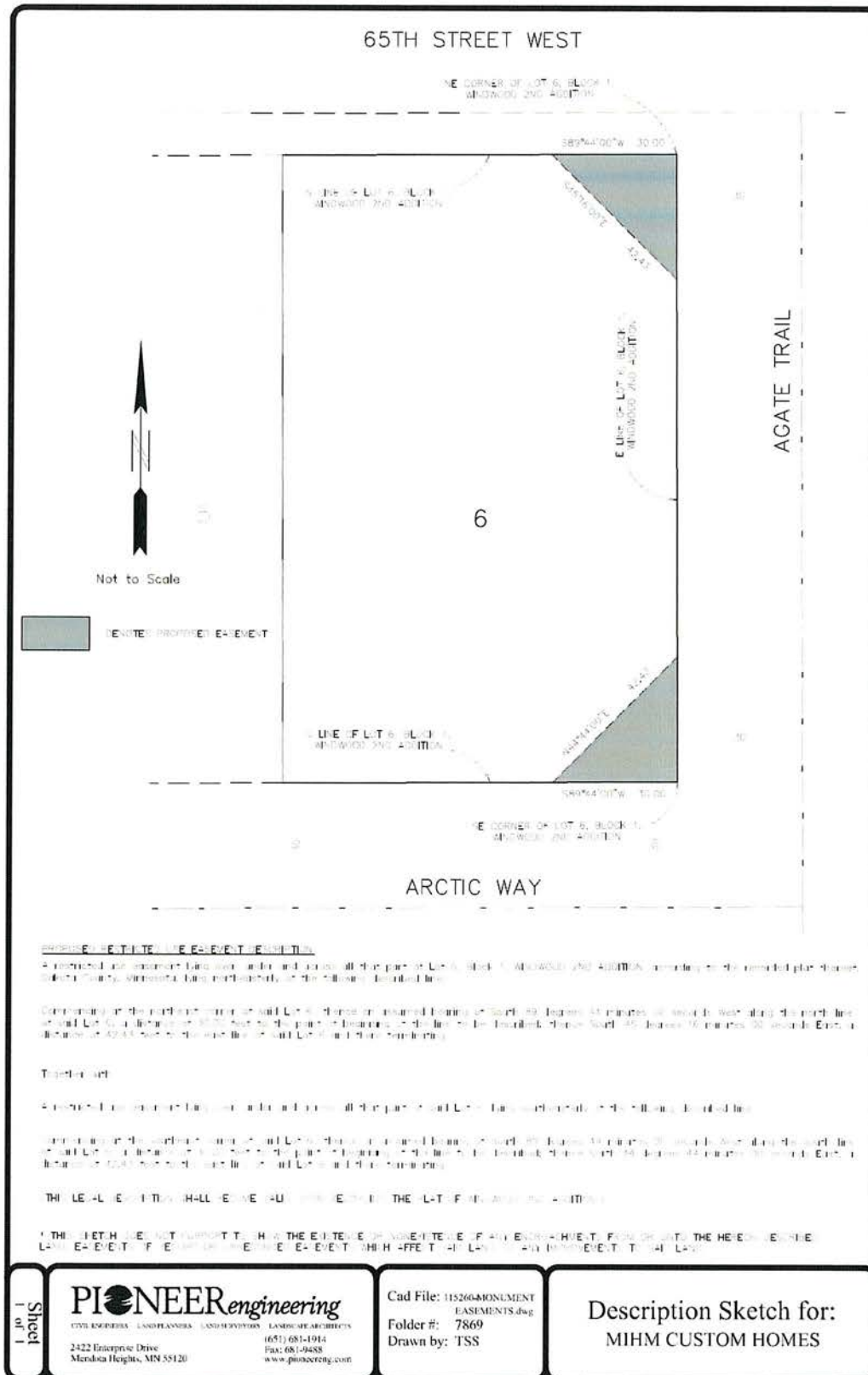
EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 6, Block 1, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

AND

A site triangle easement over, under, and across that part of Lot 6, Block 1, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Depiction of Easement Area
(Part of Exhibit B)



RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 6, BLOCK 2, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 6, BLOCK 2, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement 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 Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor 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 terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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 Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive 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 Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

13. **Counterparts.** This Easement 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.

14. **Headings.** The subject headings of the sections in this Easement 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 caused this Restrictive Use Easement Agreement for Lot 6, Block 2, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

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 PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 6, Block 2, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 6, Block 2, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

ARCTIC WAY

NE CORNER OF LOT 6, BLOCK 2, WINDWOOD 2ND ADDITION

LINE UP LOT 6, BLOCK 2, WINDWOOD 2ND ADDITION

6

AGATE TRAIL

LINE UP LOT 6, BLOCK 2, WINDWOOD 2ND ADDITION

Not to Scale

LOT 6, BLOCK 2, WINDWOOD 2ND ADDITION

Description Sketch for:
MIHM CUSTOM HOMES

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 7, BLOCK 6, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 7, BLOCK 6, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement 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 Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor 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 terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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 Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive 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 Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

13. **Counterparts.** This Easement 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.

14. **Headings.** The subject headings of the sections in this Easement 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 caused this Restrictive Use Easement Agreement for Lot 7, Block 6, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

GRANTOR:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

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 PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 7, Block 6, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 7, Block 6, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Depiction of Easement Area
(Part of Exhibit B)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WIDSETH SMITH NOLTING (RIVER HEIGHTS VINEYARD CHURCH) - Case No. 17-32V

Meeting Date: August 28, 2017
Item Type: Regular
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by: Planning

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Variance to allow a building addition 50 feet from the front property line whereas 75 feet is required for property located at 6070 Cahill Avenue.

- Requires 3/5th's vote.
- 60-day deadline: September 15, 2017 (first 60-days)

SUMMARY

The applicant is proposing to construct a 10,600 square foot addition to the existing church. The addition would be designed as the new sanctuary and the existing building would be converted to cafeteria/dining hall.

There is a 95 foot wide private utility easement that runs north/south generally along the east side of the lot. While the property is 4.65 acres in size, the easement limits structure location to the west side of the lot. The existing church is located on the south half of the property and any expansion area is limited by the easement and setbacks to the residential property to the south.

The practical difficulty appears to be the restricted building pad area on the lot caused by the wide private easement on the east side of the lot which limits development area to the west side of the lot thus the need for a lesser setback to Cahill Avenue.

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

Planning Commission: The Planning Commission also recommended approval of the variance request with the conditions listed in the attached resolution (8-0).

Attachments: Variance Resolution
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 17-___

RESOLUTION APPROVING A VARIANCE TO ALLOW A BUILDING ADDITION 50
FEET FROM THE FRONT PROPERTY LINE WHEREAS 75 FEET IS REQUIRED

CASE NO. 17-32V

(Widseth Smith Nolting River Heights Vineyard Church)

WHEREAS, a variance application has been submitted to the City for property legally described as:

SEE EXHIBIT A

WHEREAS, an application has been received for a Variance to allow a building addition with the a front yard setback of 50 feet, whereas 75 feet is required;

WHEREAS, the afore described property is zoned P, Institutional;

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 August 15, 2017 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

1. The practical difficulty is the restricted building pad area on the lot caused by the wide private utility easement located on the eastern side of the lot which limits development to the west side of the lot.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a building addition with a 50 foot front yard setback is hereby approved subject to the following conditions:

1. The building addition project shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
2. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
3. The approvals granted by the Variance only allow a reduced setback. The building expansion requires City Council approval of a Major Site Plan Review prior to any work commencing on the site. The applicant is responsible for making application for the Major Site Plan Review.

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

Adopted by the City Council of Inver Grove Heights this 28th day of August, 2017.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

Legal Description:

That part of the Northwest Quarter described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 3, Township 27, Range 22; thence East a distance of 365 feet to a point; thence South a distance of 659.98 feet to a point; thence West a distance of 365 feet to a point; thence North a distance of 659.98 feet to the place of beginning, Dakota County, Minnesota,

More particularly described as follows:

That part of the Northwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota, beginning at the Northwest corner of said Northwest Quarter; thence Easterly, along the North line of said Northwest Quarter a distance of 365.00 feet; thence Southerly, parallel with the West line of said Northwest Quarter, a distance of 659.98 feet; thence Westerly, parallel with said North line, 365.00 feet to said West line; thence Northerly to the point of beginning.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 15, 2017

SUBJECT: **WIDSETH SMITH NOLTING (RIVER HEIGHTS VINEYARD CHURCH) - CASE NO. 17-32V**

Reading of Notice

Commissioner Robertson read the public hearing notice to consider the request for a variance from the front yard setbacks to allow a building addition 50 feet from the front property line whereas 75 feet is required, for the property located at 6070 Cahill Avenue. 13 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to construct a 10,600 square foot addition to the existing church. The addition would be added to the west side of the church, and would be designed as the new sanctuary; the existing building would be converted to cafeteria/dining hall. The setback in the P, Public/Institutional district is 75 feet from the property line along Cahill Avenue whereas the applicant is proposing a 50-foot setback. The request is for a variance from front yard setback. If the variance is successful they must come back for a major site plan approval. The property is confined by a wide utility easement which limits the location of any building. A building expansion to the west is about the only option. The proposed expansion would still be setback further from Cahill than most other structures in the area. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Robertson asked for clarification regarding the existing parking stalls along Cahill Avenue that appeared to be less than 75 feet from the property line.

Mr. Hunting advised that parking has a 10-foot setback; the 75-foot setback applies only to structures.

Commissioner Wippermann asked what the private utility easement was for and whether it was active.

Craig Leibold replied it was an active Excel gas line.

Opening of Public Hearing

Craig Leibold, 12990 Exley Avenue, Apple Valley, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Leibold replied in the affirmative.

Recommendation to City Council

August 15, 2017

Page 2

Commissioner Robertson asked the applicants if they had considered redesigning the addition so as not to encroach into the setback.

Mr. Leibold explained that the plan has been all along for the sanctuary to be built as proposed; to change direction now would have wasted and isolated the fellowship hall. He advised that the original building was a sanctuary, classrooms were added in the mid-70's, they developed a plan in the last couple years to build a fellowship hall, and now the sanctuary.

Commissioner Lissarrague asked Mr. Leibold how he was affiliated with the church.

Mr. Leibold replied that he was the general contractor.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Lissarrague stated that he supported the request.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Lissarrague, to approve the request the request for a variance from the front yard setback to allow a building addition 50 feet from the front property line, whereas 75 feet is required, for the property located at 6070 Cahill Avenue, with the conditions and practical difficulty as listed.

Motion carried (8/0). This item goes to the City Council on August 28, 2017.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: August 15, 2017

CASE NO.: 17-32V

APPLICANT & PROPERTY OWNER: Widseth Smith Nolting (River Heights Vineyard Church)

REQUEST: Variance from front yard setback

LOCATION: 6070 Cahill Avenue

COMPREHENSIVE PLAN: Public/Institutional

ZONING: P, Institutional District

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to construct a 10,600 square foot addition to the existing church. The addition would be designed as the new sanctuary and the existing building would be converted to cafeteria/dining hall.

The property is 4.65 acres in size. The existing building is located on the south side of the lot because there is a 95 foot wide private utility easement running north/south generally along the east side of the lot. The buildable portion of the lot is on the west side of the easement. The property is zoned P, Institutional. Setbacks from roads classified as Arterial Roadways in this district are 75 feet. The applicant is proposing a setback of 50 feet from Cahill Avenue.

The following specific application is being requested:

- a.) A **Variance** from front yard setbacks to allow a setback of 50 feet for the building addition.

Staff has informed the applicant, that the size of the building addition meets the criteria for a Major Site Plan Approval by City Council. The applicant has indicated they would like to process the variance application first, and if successful, will then apply for the major site plan review.

SURROUNDING USES

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

North – Multiple Family Residential; zoned R-3B, Multiple Family Residential; guided MDR, Medium density residential

East - Residential, large lot; zoned R-3B; guided MDR
West - Commercial; zoned B-1, Limited Business; guided CC, Community Commercial
South - Residential; zoned R-1C, Single Family Residential; guided LDR, Low density residential

EVALUATION OF THE REQUEST

SITE PLAN REVIEW

Staff has conducted a preliminary site plan review to identify any issues that would need to be addressed with the Major Site Plan Review.

Parking: One space for each 3.5 seat in the main sanctuary based on design capacity. This information would be provided on the site plan.

Building Coverage: The maximum building coverage is 20% in the P, District. The property would have 18,027 square feet of building coverage with the proposed addition. Total coverage would be 9%.

Landscaping: Required landscaping based on building size and parking lot expansion will be required to be shown on the landscape plan at time of major site plan submittal.

Engineering. Engineering has reviewed the request and takes no exception to the setback variance. The project will have to comply with all current storm water regulations.

VARIANCE

As indicated, the applicant is requesting a variance to allow the addition with a setback of 50 feet from Cahill, whereas 75 feet is required from an arterial roadway in the P, Institutional District. Cahill Avenue is classified as an arterial roadway in the 2030 Comprehensive Plan Transportation Chapter.

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variance, 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 use of the building expansion would be consistent with the current use of the property and with the uses allowed in the P, Institutional District. The "P" District has one the largest setbacks from arterial roads compared to all other districts. The belived intent is to provide the greatest buffer between busy roads and uses that could have large

concentrations of young persons. The proposed setback is the same as what is required for all residential districts. The proposed setback could be considered still meeting the intent of the plan by providing a large buffer from higher volume roadways.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The applicant is proposing the building expansion within the limited area available. The existing utility easement on the east side of the lot limits the expansion area. The expansion does not appear to conflict with any other performance standards of the zoning ordinance.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is confined by a wide utility easement which limits the location of any building. A building expansion to the west is about the only option. The expansion would still be setback further from Cahill than most other structures in the area.

4. *The variance will not alter the essential character of the locality.*

Most other structures in the area are setback closer than 50 feet to Cahill. The proposed expansion would not alter the essential character of the area.

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 actions available for the proposed requests:

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

- Approval of a **Variance** to allow the building expansion with a front setback of 50 feet, whereas 75 feet is required along an arterial roadway, subject to the following conditions:
 1. The building addition project shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
 2. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

3. The approvals granted by the Variance only allow a reduced setback. The building expansion requires City Council approval of a Major Site Plan Review prior to any work commencing on the site. The applicant is responsible for making application for the Major Site Plan Review.

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

RECOMMENDATION

Staff believes the request is not out of character for the neighborhood and is consistent with the zoning code and comprehensive plan.

The practical difficulty appears to be the restricted building pad area on the lot caused by the wide private utility easement located on the eastern side of the lot which limits development to the west side of the lot.

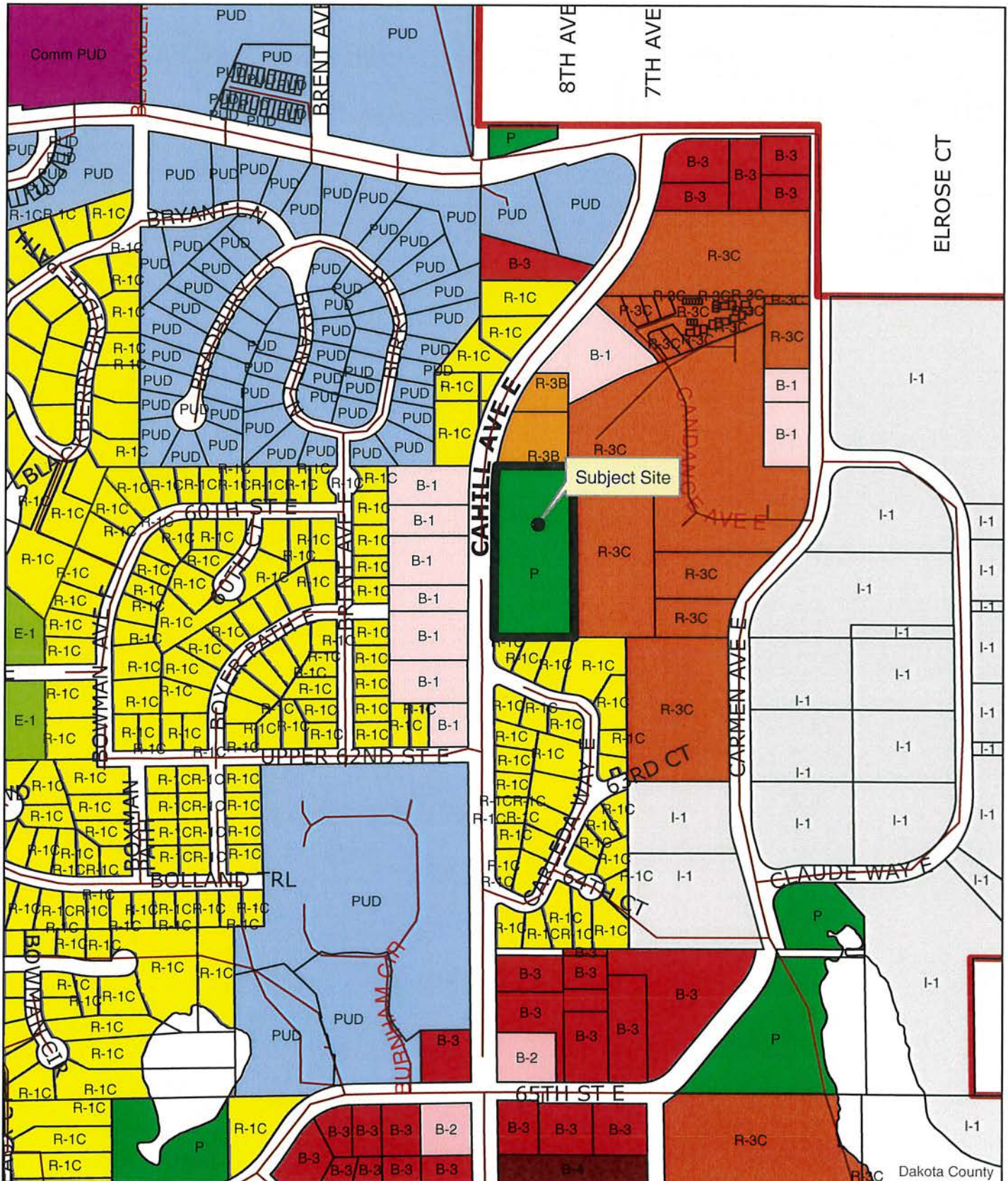
Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the setback variance as presented.

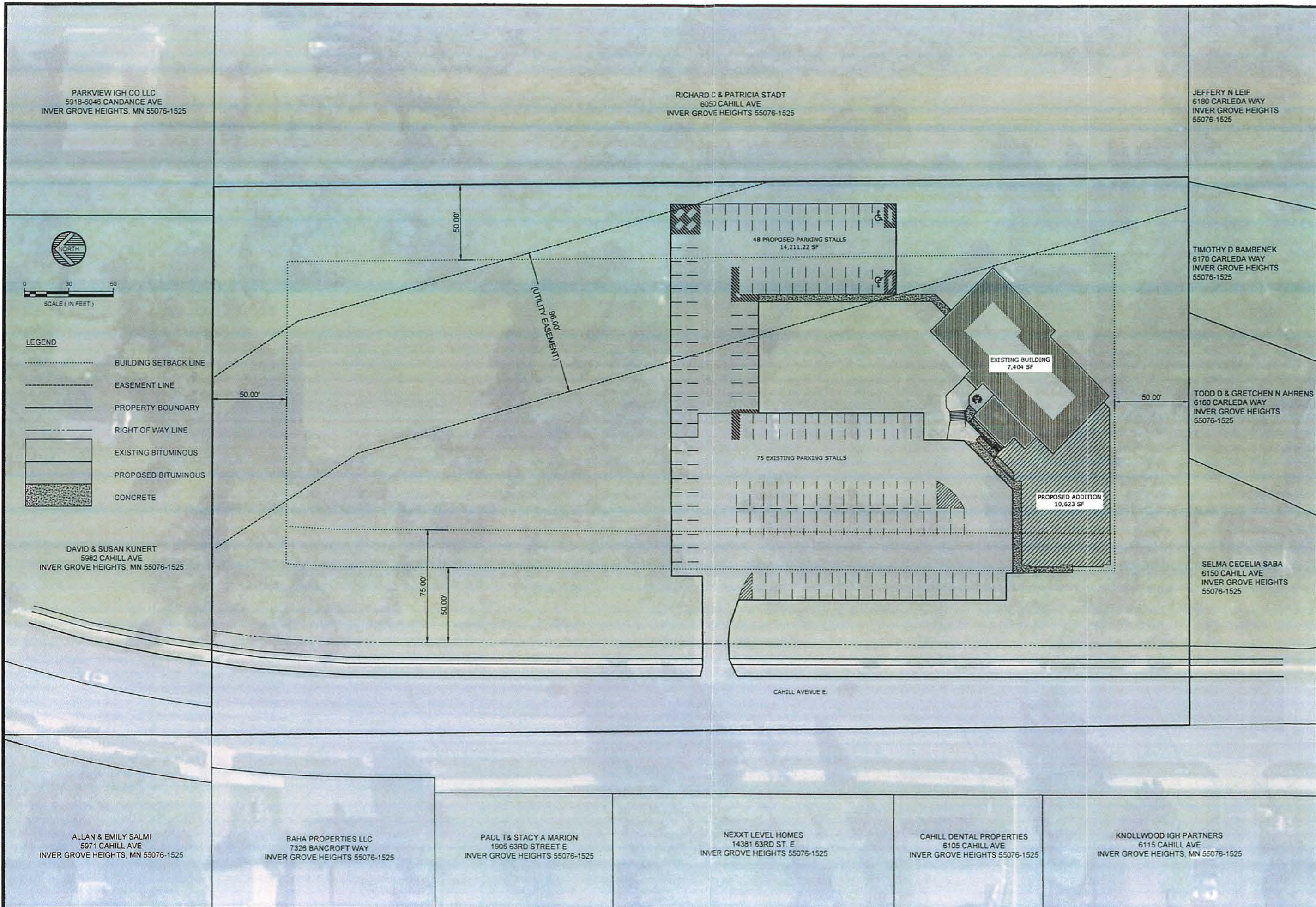
Attachments: Location/Zoning Map
Site Plan
Applicant Narrative
Map of Adjacent Building Setbacks from Cahill



Location Map

Case No. 17-32V





PARKVIEW IGH CO LLC
5918-5045 CANDANCE AVE
INVER GROVE HEIGHTS, MN 55076-1525

RICHARD C & PATRICIA STADT
6050 CAHILL AVE
INVER GROVE HEIGHTS 55076-1525

JEFFERY N LEIF
6180 CARLEDA WAY
INVER GROVE HEIGHTS
55076-1525

TIMOTHY D BAMBENEK
6170 CARLEDA WAY
INVER GROVE HEIGHTS
55076-1525

TODD D & GRETCHEN N AHRENS
6160 CARLEDA WAY
INVER GROVE HEIGHTS
55076-1525

SELMA CECELIA SABA
6150 CAHILL AVE
INVER GROVE HEIGHTS
55076-1525

DAVID & SUSAN KUNERT
5982 CAHILL AVE
INVER GROVE HEIGHTS, MN 55076-1525

ALLAN & EMILY SALMI
5971 CAHILL AVE
INVER GROVE HEIGHTS, MN 55076-1525

BAHA PROPERTIES LLC
7326 BANCROFT WAY
INVER GROVE HEIGHTS 55076-1525

PAUL T & STACY A MARION
1905 63RD STREET E
INVER GROVE HEIGHTS 55076-1525

NEXXT LEVEL HOMES
14381 63RD ST. E
INVER GROVE HEIGHTS 55076-1525

CAHILL DENTAL PROPERTIES
6105 CAHILL AVE
INVER GROVE HEIGHTS 55076-1525

KNOLLWOOD IGH PARTNERS
6115 CAHILL AVE
INVER GROVE HEIGHTS, MN 55076-1525



- LEGEND**
- BUILDING SETBACK LINE
 - EASEMENT LINE
 - PROPERTY BOUNDARY
 - RIGHT OF WAY LINE
 - [Pattern] EXISTING BITUMINOUS
 - [Pattern] PROPOSED BITUMINOUS
 - [Pattern] CONCRETE

FOR REVIEW

WIDSETH SMITH NOLTING

Engineering | Architecture | Surveying | Environmental

DATE: JULY 14 2017

SCALE: AS SHOWN

DRAWN BY: RSH

CHECKED BY:

JOB NUMBER: 1028R0002.000

BY:

REVISIONS DESCRIPTION:

DATE:

REVISIONS:

RIVER HEIGHTS CHURCH SANCTUARY ADDITION

RIVER HEIGHTS VINEYARD CHURCH

INVER GROVE HEIGHTS, MN

SITE PLAN

SHEET NO.

C1.0

J:\1028R-Ayers\1028R0002-River Heights Church Sanctuary Addition\1028R0002.000-River Heights Church Sanctuary Addition\CADD\Civil\Concept.dwg

Plotted by: Ryan Hermes

7/17/2017 3:58:03 PM

© 2017 WIDSETH SMITH NOLTING



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3777 40th Avenue NW
Suite 200
Rochester, MN 55901-3297

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507.292.8746 
Rochester@wsn.us.com 
WidethSmithNolting.com

July 17, 2017

Inver Grove Heights Community Development
Attn: Kim Fox, Planning Division
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: River Heights Vineyard Church

Dear Inver Grove Heights Planning Commission and City Council :

River Heights Vineyard Church, located at 6070 Cahill Avenue East, is proposing to construct an addition (10,623 SF). Due to physical limitations on site, a 96-foot Utility Easement, expansion is extremely difficult. The church parcel is 4.65 acres, net right-of-way, which is larger than the minimum requirement for churches at three acres, and is completely surrounded by trees. The proposed addition will not be any closer to the property line than other properties along Cahill Avenue East.

Title 10-3-4: Variances: A, City Code of Inver Grove Heights states, that the council may grant variances from the strict application of the provisions of this title where practical difficulties or undue hardships result from carrying out the strict letter of the regulations. We would like to ask for your support in granting a variance to the front yard setbacks for the proposed addition. Please see the attached narrative, proposed site plan, and legal description.

Sincerely,

Wideth Smith Nolting & Associates, Inc.

cc: Craig Leibold, Ayars and Ayars, Inc.

Attch. Narrative, Site Plan, Legal Description



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Title 10-3-4: Variances: D. Approval or Denial of Variance, City Code of Inver Grove Heights, establishes four factors the planning commission/city council must consider to grant a variance to the provisions of the ordinance. **Our responses are in bold.**

(1) That circumstances exist that are special and unique to the structure or land under consideration and such circumstances do not apply generally to other land or structures in the district in which the subject structure or land is located. **There are extraordinary conditions to the land, such as physical conditions, which are peculiar to the property and do not apply to other lands within the neighborhood. There is an existing 96-foot Utility Easement on the lot that bifurcates the property diagonally from the southeast to the northwest that makes it difficult for any structural additions to the church.**

(2) That the granting of the application will not be contrary to the spirit and intent of this title and the comprehensive plan. **Enforcing the strict regulations of the front yard setback standards and allowing the encroachment of an addition of an existing structure to a similar setback as other uses in the neighborhood is not contrary to the spirit and intent of this title. The Comprehensive Plan is an expression of the community's vision for the future that guides the development of land to ensure a safe, pleasant, and economical environment for residential, commercial, industrial, and public activities. Typically, the specifics, like setbacks standards, are found in the zoning ordinance, which is the tool used to accomplish the goals of the comprehensive plan. In this instance, the current Comprehensive Plan does not address specific setback standards and a church is consistent with the Public/Institutional Designation.**

(3) That the granting of such variance is necessary as a result of a demonstrated undue hardship and will not merely serve as a convenience to the applicant. Undue hardship means that all of the following circumstances exist:

(A) The subject property cannot be put to a reasonable, beneficial use unless the variance is granted. **River Heights Vineyard Church has a growing congregation and the variance is necessary so the property can expand the current structural footprint to accommodate the growth. The site is 1.65 acres larger than the minimum requirement for churches, however, due to the 96-foot easement, expansion can only occur to the west, towards Cahill Avenue E.**

(B) The plight of the landowner is due to circumstances unique to the subject property not created by the landowner. **The Utility Easement is used for infrastructure placement of a gas line that serves the City of Inver Grove Heights and the community and not for the sole benefit of the church. Therefore, the circumstance is unique to the property and not created by the landowner.**



(C) The variance, if granted, will not alter the essential character of the locality. **River Heights Vineyard Church has served, and been a part of, the neighborhood for many years. The addition will not alter the essential character of the locality.**

(4) That economic considerations alone do not constitute an undue hardship if reasonable beneficial use for the subject property exists under the terms of this title. **To accommodate a growing congregation and remain competitive, expansion is necessary. However, this is not the hardship. An undue hardship exists because of the limitation on placement of any addition, due to the 96-foot Utility Easement. Without the easement, River Heights Vineyard Church could expand to the north and/or east and would have plenty of space on the 4.65-acre parcel. Therefore, the terms of title 10-12-2, requiring a 75-foot front yard setback, does not allow reasonable beneficial use of the subject property.**

Minimum Variance

The minimum variance needed to alleviate the alleged hardship is a variance of 25 feet from the required 75 feet to 50 feet per Title 10-12-2: Bulk Standards, P (Institutional District), of the City of Inver Grove Heights, for the minimum front yard setback.



Adjacent Building Setback From Cahill Avenue



INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS – TRANSIENT LODGING

Meeting Date: August 28, 2017
 Item Type: Regular Session
 Contact:  Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by:

PURPOSE/ACTION REQUESTED

Consider the First Reading of an Ordinance to prohibit transient lodging (short-term rentals) of residential property.

- Requires 3/5th's vote.

SUMMARY

At the July 10, 2017 City Council work session Council directed staff to proceed with a city code amendment to prohibit transient lodging (also known as short-term rentals) of residential homes located in Inver Grove Heights.

Although short term rentals provide an alternative to a hotel stay while tourists visit Inver Grove Heights, they also:

- create conflicting land uses with a commercial use being operated out of a residential neighborhood including, but not limited to, not paying commercial tax
- generates additional traffic and high occupant turnover which may negatively impact a residential neighborhood
- provides an opportunity for gatherings of people, who do not own the home or live in the neighborhood, to be disruptive to the abutting residents
- may cause complaints to the public safety department regarding noise, underage drinking and other nuisances to a residence not occupied by the owner

Locally, the City has experienced some of the negative impacts of short-term rentals. The IGH Police Department has received several complaints from residents regarding a short-term rental property that includes excessive noise, underage drinking, over occupancy and illegal parking. Staff has researched the number of short-term rental properties in IGH. There are about 10 short-term rentals where the owner is renting out a bedroom of a home for one or two guests and there are four known short-term rental homes that would accommodate a group of three or more.

The proposed code amendment adds the following language to Chapter 13 of the Rental License section of the code:

Definition added to section 4-13-2:

Transient Lodging: The letting, lease, license or other agreement for the use or occupancy of a rental dwelling unit, or portion thereof, where the actual term of use or occupancy is less than 30 consecutive calendar days including, but not limited to bed and breakfasts, vacations homes, crash pads, hostels, and the like.

A sentence would also be added to the General Rule in the License Required section of the code 4-13-3A:

No one shall let, lease, license, or agree to allow the use or occupancy of a rental dwelling unit, or portion thereof, for transient lodging. No one shall use or occupy a rental dwelling unit or portion thereof for transient lodging.

With the direction to prohibit short term rentals, the exemption section of the rental ordinance would also be modified (4-13-4) and the bed and breakfast definition and line item from the land use table would also be repealed from the City Code (10-2-2).

RECOMMENDATION

Staff: Recommends approval of the ordinance amendment as presented.

Planning Commission: At the August 15, 2017 public hearing, the Planning Commission recommended **denial** of the ordinance amendment as presented stating they would like to see an ordinance that allows short term rentals with regulations and performance standards (6-2). There was public testimony from Inver Grove residents who were also opposed to the ordinance amendment prohibiting transient lodging.

Attachment: Ordinance
PC Recommendation
Planning Report

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE
4, CHAPTER 13, SECTION 2, REGARDING THE DEFINITION OF
TRANSIENT LODGING, AMENDING TITLE 4, CHAPTER 13, SECTION 3,
AMENDING TITLE 4, CHAPTER 13, SECTION 4,
AND REPEALING SECTIONS OF INVER GROVE HEIGHTS CITY CODE
TITLE 10, CHAPTER 2, SECTION 2; AND TITLE 10, CHAPTER 6, SECTION 1
ALL RELATING TO TRANSIENT LODGING AS A PROHIBITED USE IN
DWELLING UNITS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 4, Chapter 13, Section 2, of the Inver Grove Heights City Code is hereby amended to add the following definition of Transient Lodging:

Transient Lodging: The letting, lease, license or other agreement for the use or occupancy of a rental dwelling unit, or portion thereof, where the actual term of use or occupancy is less than 30 consecutive calendar days including, but not limited to bed and breakfasts, vacations homes, crash pads, hostels, and the like.

Section Two. Amendment. Title 4, Chapter 13, Section 3A, of the Inver Grove Heights City Code is hereby amended to add the following:

4-13-3 : LICENSE REQUIRED:

A. General Rule: No person, partnership, business entity, or corporation shall operate a rental dwelling or rental dwelling unit in the city without a license. The license shall be the owner.

No one shall let, lease, license, or agree to allow the use or occupancy of a rental dwelling unit, or portion thereof, for transient lodging. No one shall use or occupy a rental dwelling unit or portion thereof for transient lodging.

Section Three. Amendment. Title 4, Chapter 13, Section 4F & G, of the Inver Grove Heights City Code is hereby amended to add the following:

4-13-4 : EXEMPTIONS:

F. Single-family homes in which an individual owns the single-family home and resides in a portion of the building in which there is a rental dwelling unit and there are a total of no more than three (3) person within the rental dwelling unit that are unrelated to the owner and to each other where the term of occupancy or use is not less than 30 consecutive calendar days.

G. Accessory dwelling units pursuant to section 10-18-1 of this code where the term of occupancy or use is not less than 30 consecutive calendar days.

Section Four. Amendment. The definition of Bed and Breakfast found in Title10, Chapter 2, Section 2 of the Inver Grove Heights City Code is hereby repealed:

10-2-2: DEFINITIONS:

~~BED AND BREAKFAST: A house, or portion thereof, where short term lodging rooms and meals are provided. The operator of the bed and breakfast shall live on the premises.~~

Section Five. Amendment. Title10, Chapter 6, Section 1 Land Uses in All Residential Districts of the Inver Grove Heights City Code is hereby amended to repeal the following use:

Use	Zoning District												
	A	E-1	E-2	R-1A	R-1B	R-1C	R-2	R-3A	R-3B	R-3C	R-4	MF-PUD	MU-PUD
Conditional uses:													
Bed and breakfast	C	C	C	C	C	C							

Section Six. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed in regular session of the City Council on the ____ day of ____, 2017.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 15, 2017

SUBJECT: **CITY OF INVER GROVE HEIGHTS – (TRANSIENT LODGING) – CASE NO. 17-33ZA**

Reading of Notice

Commissioner Scales read the public hearing notice to consider a request for an ordinance amendment relating to the regulation or prohibition of short-term rentals for residential use. No notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that services such as VRBO and Airbnb are services that individuals may use to arrange short-term rental of someone's house, apartment, or room for one night or more. This creates a unique situation by placing short-term vacationers in a residential district. The City Council has discussed short-term rentals at two work sessions and they have directed staff to prohibit transient lodging (another term for short-term rental) of residential homes for less than 30 days. Short-term rentals provide an alternative to a hotel stay but can disrupt the residential nature of a neighborhood and create land use conflicts, such as increased traffic, high occupant turnover, large gatherings of people who do not own or have an investment in the neighborhood, and cause public safety complaints. The City's Police Department has received several complaints regarding a short-term rental property in town that includes excessive noise, underage drinking, overoccupancy, illegal parking, disruption to neighborhood, running through neighboring properties, and calls to other agencies for assistance in monitoring the parties going on at this house. The proposed ordinance states that no one shall let, lease, license, or agree to allow the use of occupancy of a rental dwelling unit, or portion thereof, for less than 30 days. There are a few other minor changes to the ordinance, including removal of bed and breakfast from the land use table and some definition amendments. City Council and the Police Chief support the prohibition of residents renting their homes for less than 30 days, but the proposed ordinance does not stop anyone from renting 31 days or more. The Planning Commission is being asked to make a recommendation to City Council.

Commissioner Scales asked if this was a general problem in the City, or were there issues with specific properties.

Ms. Botten replied that the City was experiencing problems with one specific property.

Commissioner Lissarrague asked if there were any guidelines regulating short-term rental properties to ensure they remained in good condition.

Ms. Botten replied that the City recently adopted a rental ordinance; however, it does not

address short-term rental units.

Tom Link, Community Development Director, advised that the City Council adopted a rental license ordinance last October. There are two parts to the ordinance, including requiring a license and compliance with certain standard requirements. Short-term rentals do not fit into that ordinance so City Council is considering it separately.

Commissioner Robertson asked if there were additional properties with concerns or if the proposed ordinance was meant to prevent other properties from becoming problematic.

Ms. Botten replied that the City has only received complaints on one property; however, the concerns with the disruption to residential neighborhoods applies to all properties.

Mr. Link advised that short-term rentals are an issue that most cities are currently wrestling with. Minneapolis and St. Paul have been undergoing extensive studies of short-term rental, and City Council has looked at what some other communities have been doing. Short-term rentals will likely be in high demand for the upcoming Super Bowl.

Commissioner Roberson was indecisive on this issue because of the economic benefits the City could gain by allowing short-term rentals.

Mr. Link advised that there were good arguments on both sides of the issue. Short term rentals are popular and becoming even more so. The flip side is if you live next door to one it can be uncomfortable because of the public safety issues mentioned earlier, in addition to having different people staying next door every weekend with different hours and different activities. City Council has discussed both sides of the issue.

Commissioner Weber suggested that rather than prohibiting short-term rentals completely, the City incorporate certain regulations such as requiring a license/permit, or limiting frequency or duration.

Ms. Botten summarized what some other communities have done in regard to short-term rentals. She advised that the City of Duluth allows short-term rentals but requires an interim use permit, a minimum of a two-night stay and a maximum of 29 nights, and only 60 are allowed in the entire city. The City of Stillwater categorizes short-term rentals into different types, with Type C being the most similar to what we are discussing tonight. They allow 15 licenses in the city, require a conditional use permit and a city rental license, determine the number of guests allowed based on number of bedrooms, and make sure they comply with parking requirements. The City of Prior Lake limits the number of times a month a house can be rented and regulates the number of occupants based on the size of the home. If Planning Commission is mainly concerned about wanting to allow homes to be rented during the Super Bowl, the proposed short-term rental ordinance would still work by having renters sign a lease for a month and then not rent it to anyone else after that.

Chair Maggi asked if the neighbors would be notified if someone wanted to do a long or short-term rental on their property.

Ms. Botten replied they would not. She advised that a rental property would require a license from the City, but there would be no notification to neighbors.

Chair Maggi asked if the cities of Duluth, Stillwater, or Prior Lake required notification.

Ms. Botten replied that interim use and conditional use permits (as required in Duluth and Stillwater) require notification to the neighbors.

Commissioner Wippermann asked what the penalty would be for violating the proposed ordinance.

Ms. Botten believed that violations would be a misdemeanor. Currently if there is a violation the police cannot go after the homeowner as they are not there at the time the violation is occurring. The proposed ordinance; however, allows the police department to go after the homeowner if they are in violation.

Commissioner Scales stated that people will likely rent out for the Super Bowl whether they are allowed to or not. Also, the proposed ordinance would be difficult to enforce.

Commissioner Robertson concurred with the idea of applying certain stipulations rather than blanket prohibiting short-term rentals. She stated Airbnb, and similar rental options, could be valuable to a community, and there will be many opportunities that might open up for our City, especially with the new Vikings facility being so near. Rather than prohibiting all short-term rentals because of one problem neighborhood, she would prefer they implemented certain criteria and guidelines.

Commissioner Lissarrague asked if the City was trying to be proactive by implementing the proposed ordinance and trying to prevent additional problem properties from occurring.

Ms. Botten replied in the affirmative, stating currently the ordinance does not prohibit anyone from having a large party.

Commissioner Niemioja stated she sees a distinction between a situation where a homeowner renting out a room is residing in the home versus a property owner who is allowing the home to be rented out through Airbnb and is not there. There is also a distinction between a property being vacated and rented out every weekend versus one being rented out on only a few occasions.

Ms. Botten advised that the City of Stillwater has three different types of rentals and different requirements for someone having an unhosted short-term rental versus someone living in the house and renting out one room.

Commissioner Niemioja stated there seemed to be some nuance here and it would be tough to prohibit all renting situations.

Commissioner Weber stated he would prefer not to prohibit people from renting their homes, especially with the Vikings having spring training here. He would rather see an amendment to the licensing ordinance for short-term rentals with limitations on duration and frequency.

Commissioner Lissarrague asked for clarification that renting your home for 31 days would be allowable under the proposed ordinance.

Ms. Botten replied in the affirmative, stating they would be required to obtain a rental license though.

Commissioner Lissarrague asked if someone could stay for only three nights as long as the owner charged for 30 days and obtained a rental license.

Ms. Botten replied in the affirmative.

Commissioner Weber commented that that seemed like such a go-around.

Opening of Public Hearing

Pam Glenn, 6440 Ballantine Court, stated she recently sold her home and will be moving into a townhome in Inver Grove Heights. She has rented out her home intermittently for five years using Airbnb and has an issue with prohibiting short-term rentals because of one situation. She stated Airbnb is a well-regulated organization and she has had nothing but positive experiences with it. Airbnb teaches you to be thoughtful to ensure there is ample parking and owners are not having too many guests. In her situation, she stays in the home while the renters are there; however, not everyone does it that way. She stated there are already laws in place to address wild parties, parking issues, etc. and the City should be enforcing those rather than adopting this ordinance. She feels it is her right to use the space she owns as she chooses as long as she does it lawfully and responsibly. She questioned how they would regulate this as it would have to address many different situations other than the Vikings facility or the Super Bowl, such as aging parents or adult children needing to rent temporarily. In her experience renters have loved Inver Grove Heights and bring money to the community. The proceeds from renting her home out provides her with extra income to help upkeep her property. If regulations are adopted she hopes they are flexible.

Commissioner Robertson was glad to hear that organizations like Airbnb already have their own strict criteria and that the enforcement responsibility was not all on the City. She questioned why they would ban all short-term rentals because of a few problem properties.

Commissioner Weber advised Ms. Glenn that some townhome associations restrict rental of your property.

Ms. Glenn replied that it is allowed in her townhome association.

Nancy Pone, 8336 River Road, advised that she has health problems with asthma and indoor allergies and is trying to figure out if there are things she can do to better tolerate the winters here. One of the things they did was replace the flooring and they upgraded it in case they

wanted to rent it out short-term and leave for the winter but still keep their home. They also put on a deck with a hot tub to make it more appealing to renters. If the City puts restrictions on renting they are taking away some flexibility of homeowners to keep their homes when situations like this arise. She advised that she has six children and therefore Airbnb has been valuable to them when they travel as you cannot always be guaranteed to get multiple adjoining hotel rooms. She advised that even requiring a two-week stay would be restrictive as people rarely take two-week vacations. She advised there are many things the short-term rental organizations do to try to enable homeowners to rent to trustworthy people. Having a two-night minimum may help weed out undesirables, but making all living situations unfeasible because of one problem property seems like overkill.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi stated the quandary was that many homeowners are responsibly renting out their homes; however, it would be uncomfortable as a homeowner if the neighbors were routinely renting out their home. She was not necessarily in favor of completely prohibiting it but thinks there should be some sort of neighbor notice and application.

Commissioner Robertson agreed, stating perhaps they should research the requirements other cities and places like Airbnb have.

Chair Maggi stated the City is trying to protect its citizens by creating criteria in case people renting their homes out do not go through a legitimate organization such as Airbnb.

Commissioner Robertson stated that researching known organizations would give the City a sense of what the criteria should be.

Commissioner Lissarrague stated that he supported the proposed ordinance. While he does not like to see more restrictions than necessary, this would protect new buyers moving into residential neighborhoods from having homes rented out on a regular basis in their neighborhood. Anyone wanting to rent their home short-term perhaps should not live in that neighborhood.

Commissioner Niemioja responded that while she respects that position, the City has the right to limit what goes on in a house (i.e. certain businesses cannot be put in a home). It is a complicated issue because the use of this is what homes are for (i.e. sleeping, eating, and shelter). She believes there is some wiggle room, and that the ordinance as written is overbroad and does not recognize the nuance of use. She noted that someone driving on Highway 55 from the airport to Rochester would not find any hotels along the way through our city. Also, there are many events that will be occurring in the cities of Minneapolis and St. Paul in which people may want to rent out their homes.

Chair Maggi asked Commissioner Niemioja what she would consider wiggle room.

Commissioner Niemioja replied perhaps a homeowner living in the residence and occasionally

renting out their property versus someone living offsite and acting as a landlord.

Commissioner Scales stated that hearing the two residents speak has swayed his opinion and he thinks they could put together requirements that would give the City the ability to intervene should a situation get out of hand. He does not want to be the person who limits people from using their property in a reasonable manner.

Chair Maggi stated the issue seems to be that the rentals are being done on property that is zoned residential.

Commissioner Robertson thanked Commissioner Scales for confirming the value of public hearings and hearing perceptions and ideas from people that we had not thought of. She commended the two residents who spoke and brought forward nuances Commissioners had not thought of.

Commissioner Lissarrague asked what the City's take was on a situation where the owner is present all of the time while offering short-term rental.

Ms. Botten replied that at this point the direction given by City Council is to prohibit short-term rentals, so that is what is before the Planning Commission tonight. If the Commission does not support the proposed ordinance they could make a recommendation that they do not support the prohibition of transient lodging. If they decide to, City Council has the option to change their mind and go back and try to allow short-term rentals with conditions or performance standards. At this point; however, she does not believe anyone has enough information in front of them to determine what requirements they would be comfortable with.

Commissioner Scales asked for clarification that staff was not looking for negotiation but rather for the Planning Commission to approve or deny the proposed ordinance prohibiting transient lodging.

Ms. Botten replied in the affirmative. She advised that if City Council decides to allow short-term rentals with performance standards a lot more review would likely be done.

Chair Maggi stated from the comments made tonight it seemed like most of the Commissioners favored a compromise position rather than completely prohibiting transient lodging.

Commissioner Wippermann stated he supported the proposed ordinance, and that he would be concerned if his neighbors started renting out rooms in his residential neighborhood.

Ms. Botten stated her research has indicated that Airbnb protects the homeowners but not necessarily the residents around them. The proposed ordinance is meant to protect the residents in single-family neighborhoods.

Commissioner Weber stated the neighbors are already protected by the City's current ordinances that address noise violations, etc.

Chair Maggi asked for clarification that partygoers could be cited for noise violations, but not the absent homeowner.

Ms. Botten replied in the affirmative, stating the parties are large with hundreds in attendance.

Commissioner Weber disagreed with prohibiting short-term rentals for all residents because of one isolated incident.

Chair Maggi noted that if you live next to the one isolated incident it could be a nightmare.

Commissioner Scales stated it would be helpful to have a mechanism to be able to eliminate those problematic residences.

Chair Maggi stated someone could make a motion to deny the proposed prohibitive ordinance with a recommendation to Council that the Planning Commission would support rules that protect the neighbors but allows some flexibility in short-term home rental.

Commissioner Robertson added that it may be a two-step process in which the Planning Commission first takes a vote yay or nay and then comes back with some suggested language to Council.

Chair Maggi suggested that the second part not necessarily be part of the motion, but rather a general statement of Commissioner thoughts and that we would appreciate more research.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Robertson, to deny the request for an ordinance amendment to prohibit transient lodging (short-term rentals) of residential property.

Motion carried (6/2 – Wippermann, Lissarrague). This item goes to the City Council on August 28, 2017.

Chair Maggi asked that the previous comments be included in the minutes.

Commissioner Niemioja stated she did not feel comfortable putting on record that if this was approved the workaround was to rent your property out for 31 days when really someone only stayed for a couple nights. She did not think that was the kind of ordinance the City wants to create.

Commissioner Therrien stated to him frequency was the issue; perhaps they could limit the number of rentals to once a month, etc.

Commissioner Robertson stated the minutes will provide a summary of Commissioner thoughts and concerns.

Ms. Botten said the public can attend the Council meeting as well.

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

HEARING DATE: August 15, 2017

CASE NO.: 17-33ZA

APPLICANT AND PROPERTY OWNER: City of Inver Grove Heights

REQUEST: City Code Amendment to prohibit transient lodging (short-term rentals) of residential property

COMP PLAN: N/A

ZONING: N/A

REVIEWING DIVISIONS: Planning
Police
Levander, Gillen & Miller

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

At the July 10, 2017 City Council work session Council directed staff to amend the city code to prohibit transient lodging (also known as short-term rentals) of residential homes located in Inver Grove Heights.

Online rental sites such as VRBO, Airbnb, and other home sharing sites have become quite popular. These are services individuals may use to arrange short-term rental of someone's house, apartment, or room for a night or more. They create a unique situation by placing short-term vacationers in the City's residential zones. Short-term rentals located in residential zoning districts could be viewed as a hotel/commercial use on residential property. These short-term rentals can disrupt the residential nature of a neighborhood.

Locally, the City has experienced some of the negative impacts of short-term rentals. IGH Police Department has received several complaints from residents regarding a short-term rental property that includes excessive noise, underage drinking, over occupancy and illegal parking. Staff has researched the number of short-term rental properties in IGH. There are about 10 short-term rentals where the owner is renting out a bedroom of a home for one or two house guests and there are four known short-term rental homes that would accommodate a group of three or more.

ANALYSIS

Although short term rentals provide an alternative to a hotel stay while tourists visit Inver Grove Heights, they also:

- create conflicting land uses with a commercial use being operated out of a residential neighborhood

- generates additional traffic and high occupant turnover which may negatively impact a residential neighborhood
- provide an opportunity for large gatherings of people, who do not own the home or live in the neighborhood, to be disruptive to the abutting residents
- may cause complaints to the public safety department regarding noise, underage drinking and other nuisances to a residence not occupied by the owner

Staff has prepared an ordinance amendment to address Council's direction. The amendment adds the following language to **Chapter 13: Rental License** of the code:

Definition added to section 4-13-2:

Transient Lodging: The letting, lease, license or other agreement for the use or occupancy of a rental dwelling unit, or portion thereof, where the actual term of use or occupancy is less than 30 consecutive calendar days including, but not limited to bed and breakfasts, vacations homes, crash pads, hostels, and the like.

Also, a sentence is being added to the General Rule in the License Required section of the code 4-13-3A:

No one shall let, lease, license, or agree to allow the use or occupancy of a rental dwelling unit, or portion thereof, for transient lodging. No one shall use or occupy a rental dwelling unit or portion thereof for transient lodging.

With the direction to prohibit short term rentals, the exemption section of the ordinance would also be modified (4-13-4) and the bed and breakfast definition and line item from the land use table would also have to be repealed from the City Code (10-2-2).

ALTERNATIVES

The Planning Commission is to make a recommendation to City Council regarding the proposed ordinance amendment which prohibits the letting, lease, license or agreement to use or occupy a residential home for less than 30 consecutive days.

Attachments: Draft Ordinance Amendment

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

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ARIEL A. PITNER
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA
ΔALSO ADMITTED IN ARIZONA

TO: Mayor and Council
FROM: City Attorney Timothy J. Kuntz and Assistant City Attorney Bridget M. Nason
DATE: August 22, 2017
RE: Ordinance Adopting Permanent Predatory Offender Residency Restrictions

Section 1. Background

Over the past year, a number of individuals designated as Level Three predatory offenders have established residences in various Dakota County Cities. MINN. STAT. § 243.052 defines a “predatory offender” as a person who is required to register as a predatory offender pursuant to MINN. STAT. § 243.166. The Commissioner of the Minnesota Department of Corrections is required by MINN. STAT. § 244.052, SUBD. 3(A) AND 3(E), to establish and administer “end-of-confinement review committees” that assign a Level I, Level II, or a Level III risk assessment score as shown below:

Minn. Stat. Sec. 244.052, Subd. 3. End-of-confinement review committee.

(a) The commissioner of corrections shall establish and administer end-of-confinement review committees at each state correctional facility and at each state treatment facility where predatory offenders are confined. The committees shall assess on a case-by-case basis the public risk posed by predatory offenders who are about to be released from confinement.

(e) The committee shall assign to risk level I a predatory offender whose risk assessment score indicates a low risk of reoffense. The committee shall assign to risk level II an offender whose risk assessment score indicates a moderate risk of reoffense. The committee shall assign to risk level III an offender whose risk assessment score indicates a high risk of reoffense.

In 2016, the City of Inver Grove Heights (City) received notice pursuant to MINN. STAT. § 243.166 that a Level III predatory offender would be establishing residency within the City. At that time, the City did not have any residency regulations applicable to Level III predatory offenders. In September of 2016, the City Council adopted an Interim Ordinance for the Establishment of Temporary Predatory Offender Residency Regulations to Allow for the Study, Adoption, or Amendment of Official Controls Related to the City's Zoning Code. The Interim Ordinance will expire in September of 2017. A draft ordinance which would establish permanent residency restrictions for designated predatory offenders (Permanent Ordinance) has been prepared for Council review and consideration.

Section 2. Overview.

Currently, a number of Minnesota cities have enacted regulations attempting to regulate the residency location of Level III predatory offenders, including but not limited to the following:

1. Rosemount
2. South St. Paul
3. Hastings
4. Taylors Falls
5. Lindstrom
6. Mahtomedi
7. Duluth
8. North Branch
9. Brooklyn Center
10. Rochester

Most of the existing municipal predatory offender residency regulations establish zoning distance prohibitions between the residence of a predatory offender and locations within the city where children are likely to gather. These existing municipal predatory offender residency restrictions typically establish 1,000 to 2,000 foot residency distance restrictions from schools, day care centers, churches (with youth educational programming), public parks and other locations where children commonly congregate. These municipal predatory offender residency ordinances appear to rely upon a city's general statutory powers and authority (pursuant to MINN. STAT. § 412.221) to protect the health, safety and welfare of its citizens, and these ordinances also appear to rely on various other authority like a city's authority to guide and zone properties, residences and uses (pursuant to Minnesota Statutes, Chapter 462). The attached Permanent Ordinance establishes premanent residency restrictions for Level III predatory offenders, and prohibits them from establishing a temporary or permanency residence within 1,000 feet of a school, licensed child care center, learning center, religious facility with programming for minors, public park, or library. A map will be available on Monday to show the areas in which a designated predatory offender is prohibited from establishing a temporary or permanent residence.

Section 3. Potential Legal Issues.

While a number of Minnesota cities have adopted either interim ordinances or permanent predatory offender residency restrictions, and to date no known legal challenges have been filed against a Minnesota city based on an ordinance regulating the residency of predatory offenders, similar ordinances have been challenged on a variety of constitutional bases with different levels of success in other jurisdictions. A few of the key legal issues that may arise with the adoption of a permanent ordinance establishing residency restrictions for predatory offenders are highlighted below:

1. Possible Preemption Due to Existing State Legislative Delegation of Authority to State Agencies: Minnesota Statutes, Chapters 243 and 244 appear to delegate substantial authority to State agencies (like the State of Minnesota Bureau of Criminal Apprehension and the State Department of Corrections) for supervising and registering predatory offenders as well as facilitating post-incarceration residency locations of predatory offenders. A court may determine that a city lacks the express authority to regulate the residence locations of predatory offenders and/or a court may determine that the city's regulations are preempted by the State Legislatures' delegation of authority to State agencies.

2. Immediate Family Member Residence Exceptions: Some of the existing Minnesota city ordinances regulating the location of Level III predatory offenders have "immediate family member residence exceptions" and others do not. For example, some of the existing Minnesota city ordinances listed above contain an exception such as:

A designated predatory offender residing within a prohibited area as described in this ordinance does not commit a violation of this ordinance if the residence is the primary residence of the designated predatory offender's parents, grandparents, siblings, or spouse.

A court reviewing a municipal law that arguably infringes upon the constitutional liberty interests related to matters of marriage and family will be given heightened scrutiny by the reviewing court which means there is more of a likelihood that the ordinance may be struck-down by the court as illegally restricting the joint residency of married couples or other immediate family members. The attached draft Permanent Ordinance does not include an "immediate family member residence exception."

3. Overly Broad Distance Regulations: The attached draft Permanent Ordinance includes the following distance regulations:

It shall be unlawful for any designated predatory offender to establish a permanent or temporary residence on a parcel where any portion of the parcel lies within one thousand feet (1,000') of any school, learning center, licensed childcare facility, religious facility, public park, or library.

If the above distance regulations effectively prevent designated predatory offenders from living substantially anywhere within the City of Inver Grove Heights, the regulation may be struck

down by the court as an illegal zoning prohibition, or otherwise preempted by State law or unconstitutional as applied.

Section 4. Council Action. The Council will consider a first reading of the attached Permanent Ordinance at the August 28, 2017 City Council meeting. The Planning Commission will review the Permanent Ordinance on September 5, 2017. The Council will hold the second reading of the Permanent Ordinance on September 11th and the third reading of the Permanent Ordinance on September 25th.

Attachment

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

ORDINANCE NO. _____

**AN ORDINANCE REPEALING TITLE 10, CHAPTER 5, SECTION 11 OF THE INVER
GROVE HEIGHTS CITY CODE AND ENACTING TITLE 5, CHAPTER 5, SECTION 11
RELATED TO PREDATORY OFFENDER RESIDENCY RESTRICTIONS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Repeal. Title 10, Chapter 5, Section 11 of the Inver Grove Heights City Code is hereby repealed in its entirety.

Section Two. Enactment. Title 5, Chapter 5, Section 11 is hereby enacted as follows:

5-5-11: Predatory Offender Residency:

A. Findings and Intent.

1. Repeat sexual offenders, sexual offenders who use physical violence, and sexual offenders who prey on children are sexual predators who present an extreme threat to public safety. Current information indicates that such predatory offenders are likely to use physical violence and to repeat their offenses, and most predatory offenders commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. The cost of predatory offender victimization to society at large, while not precisely calculable, is steep.
2. It is the intent of this Section to serve the City's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the City by creating areas around locations where children regularly congregate in concentrated numbers wherein certain predatory offenders are prohibited from establishing temporary or permanent residences.
3. The Inver Grove Heights City Council has determined that it is necessary and in the public interest to impose a permanent ordinance limiting the residency locations of designated predatory offenders within the city.

- B. Definitions:** The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

DESIGNATED PREDATORY OFFENDER: Any person who has been convicted, adjudicated delinquent, or convicted as an extended jurisdiction juvenile of an offense identified in Minnesota Statutes Section 243.166, subd. 1b, or a similar offense under the laws of another state, requiring the offender to register with the Department of Corrections and who has been assigned a risk level of III (referred to as a Level III Predatory Offender) pursuant to Minnesota Statutes Section 244.052; or any person who otherwise is required to register with the Department of Corrections and has been assigned a risk level of III (referred to as a Level III Predatory Offender).

LIBRARY: The Inver Glen Library or any other public library as defined in Minnesota Statutes Section 134.001.

LICENSED CHILDCARE CENTER: An in-home or other group childcare center currently licensed by Dakota County or the state of Minnesota.

PERMANENT RESIDENCE: A place where a person abides, lodges, or resides for fourteen (14) or more consecutive days.

PUBLIC PARK: An improved or unimproved public park owned by the city of Inver Grove Heights, Dakota County, a school district or other governmental entity.

RELIGIOUS FACILITY: A church or other place of worship which provides programming for minors, or is improved with an outdoor area designed, equipped, and set aside primarily for children's play.

SCHOOL: A public or nonpublic preschool, elementary school, secondary school, high school or college (including Inver Hills Community College).

LEARNING CENTER: A public or nonpublic learning center dedicated to providing individualized instruction and enhanced academic learning skills, study skills, homework support, and test preparation for college entrance and state exams. A learning center primarily serves students in primary and secondary education, but may also include pre-school age education.

TEMPORARY RESIDENCE: 1. A place where a person abides, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address; or

2. A place where the person routinely abides, lodges, or resides for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

C. Permanent Residency Regulations For Designated Predatory Offenders:

1. It shall be unlawful for any designated predatory offender to establish a permanent or temporary residence on a parcel where any portion of the parcel lies within one thousand

feet (1,000') of any school, learning center, licensed childcare facility, religious facility, public park, or library.

2. For purposes of determining the minimum distance separation required by this section, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence of the designated predatory offender to the nearest outer property line of the school, learning center, licensed childcare facility, religious facility, public park, or library property.
3. A designated predatory offender residing within a prohibited area as described in this section does not commit a violation of this section if any of the following apply:
 - a. The person established the permanent residence or temporary residence and reported and registered the residence pursuant to Minnesota statutes, sections 243.166 and 243.167 or a successor statute, prior to September 25, 2017;
 - b. The person was a minor when he or she committed the offense and was convicted as an adult;
 - c. The person is a minor;
 - d. The school, learning center, licensed childcare facility, religious facility, public park, or library within one thousand feet (1,000') of the person's permanent residence or temporary residence was opened after the person established the permanent residence or temporary residence and reported and registered the residence pursuant to Minnesota statutes, sections 243.166 and 243.167, or a successor statute; or
 - e. The residence is a property purchased, leased, or contracted with and licensed by the Minnesota department of corrections prior to September 25, 2017.

D. Penalty And Enforcement:

1. A violation of this section shall be a misdemeanor. In addition, the city may enforce this section by mandamus, injunction, and other appropriate remedy in any court of competent jurisdiction.

Section Three. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2017.

George Tourville, Mayor

Attest:

Michelle Tesser, Deputy City Clerk