

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, September 25, 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. Minutes September 6, 2017 City Council Work Session Minutes
- B. Resolution Approving Disbursements for Period Ending on September 20, 2017
- C. Consider Approval of Debt Financing Consent of Northfield Community Solar Garden Subscription Agreements with SolarStone Community LLC to Northfield Holdco LLC
- D. Release of Various Recorded Documents Related to Plat of Windwood 2nd Addition
- E. Approval of Extension Liquor License Permit for Mississippi Pub
- F. Consider Pay Voucher No. 3 for City Project No. 2016-09E – Bancroft Way Area Reconstruction
- G. Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 1 and Resolution Accepting Work for City Project 2017-06 – Pedestrian Ramp Compliance
- H. Consider a Resolution Receiving the Petition Requesting Street Reconstruction and Street Lighting for Atwater Path
- I. Consider Resolution Accepting Proposal for Stormwater Plan Review Services from Emmons & Olivier Resources, Inc. for the Scenic Hills Development
- J. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement (SWFMA) and Drainage and Utility Easement for 4908 Brent Avenue (Lots 29 and 30, Block 3, Nabersberg Addition)
- K. Approve Custom Grading Agreement, Two Stormwater Facilities Maintenance Agreements and Drainage and Utility Easement for 4903 Brent Avenue (Lots 1 and 2, Block 1, Oakland Park)
- L. Approve Drainage & Utility Easement for 8803 Inver Grove Trail (SW ¼ of the SW ¼ of Section 14, Township 27, Range 22, Dakota County, Minnesota)
- M. Consider Resolution to Separate City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) into Two Phases by Establishing City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and Authorizing a Feasibility Study on City Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12)) Hwy 3 to Blackstone Ridge and Two Resolutions Approving Proposals Received from WSB & Associates, Inc. for City Project Nos. 2017-03 and 2017-24
- N. Consider Property Exception Request for Bow Hunting and Target Practice
- O. Personnel Actions

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

6. **PUBLIC HEARINGS:**

A. Continuance of the Public Hearing to Consider Resolution for Municipal Consent for the Final Layout for T.H. 3 Reconstruction from T.H. 149 to Ann Marie Trail (SP 1921–94) – City Project No. 2018–01

B. Consider Resolution Ordering Project and Authorizing Land Acquisition Services for the 2018 Pavement Management Program, City Project No. 2017–09E – 93rd Street/Abigail Court Area Reconstruction

C. Consider Resolution Ordering Project and Authorizing Land Acquisition Services for the 2018 Pavement Management Program, City Project No. 2015–09D – Broderick Boulevard Reconstruction

7. **REGULAR AGENDA:**

I. **ADMINISTRATION:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of Ordinance to Repeal Title 10, Chapter 5, Section 11: Predatory Offender Residency

II. **COMMUNITY DEVELOPMENT:**

B. **GERALD SALMEY;** Consider a Resolution Relating to a Variance to Allow Zero Setback for a Driveway Whereas Five Feet is Required. Property Located at 8460 Copper Way

C. **CITY OF INVER GROVE HEIGHTS;** Consider a Resolution relating to a Vacation of a Drainage and Utility Easement for Property Located at 6070 Cahill Avenue

D. **CITY OF INVER GROVE HEIGHTS;** Consider the Second Reading of an Ordinance to Prohibit Transient Lodging (short-term rentals) of Residential Property

III. **PUBLIC WORKS:**

E. Resolution Approving Donation of Right-of-Way to MnDOT for State Project 1921–94, City Project No. 2018–01 – T.H. 3 from T.H. 149 to Ann Marie Trail

F. Deny Request for Cash Surety Release of Remaining 10% Before End of Warranty Period for 9408 Aladin Trail

IV. **FIRE DEPARTMENT:**

G. Consider Awarding the Contract for Architectural and Engineering Services for Fire Station Site Design and Construction for Fire Station #2 to Five Bugles Design

8. **MAYOR & COUNCIL COMMENTS:**

9. EXECUTIVE SESSION:

Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3

- A. Discuss NW Area Park Property Acquisition Strategy**
- B. Discuss Doffing Ave 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 SEPTEMBER 6, 2017 6:00 PM – 8150 BARBARA AVENUE**

A. CALL TO ORDER/ROLL CALL: The City Council of Inver Grove Heights met in work session on Monday, September 6, 2017, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited. Roll call: Present were Mayor Tourville, Councilmember Bartholomew, Hark, Perry, and Piekarski-Krech. Staff; City Administrator Joe Lynch, City Attorney Tim Kunz, Community Development Director Tom Link, Public Works Director Scott Thureen, City Clerk Tesser, Parks and Recreation Director Eric Carlson.

1. 2018 BUDGET

Finance Director Smith summarized budget changes and discussed updated Exhibits handed out to the Council. Smith went over the Internal Service Funds: Risk Management Fund, Central Equipment Fund, Central Stores Fund, City Facilities Fund and Technology Fund. She stated the Central Equipment fund is vehicle maintenance and replacement except of the Golf Course. Central Stores accounts for general office supplies and copy machine use. City Facilities accounts for costs related to the operations of City Hall. The Technology Fund accounts for costs related to technology operations and replacement.

She went over the allocations handouts from one year to another. She summarized that each allocation is from the 2018 budget and the 2017 actual allocations along with the increase and decrease shown on each fund. She stated risk management/worker's compensation is included in personnel service costs so when Ms. Smith discussed personnel that is included.

Councilmember Bartholomew asked about risk management allocation. He asked about risk management premium changes and confirmed that it's 5% lower all together and mobile/auto is the same. He commented the worker's compensation is up 3%. He asked Ms. Smith to elaborate on the insurance liability portion of the increase. She stated liability portion is spilt based on a change in the methodology used. She stated the focus is now on where the claims are coming from instead of specific areas such as land use, sewer back-ups, employment/police services and then expenditures in general. She explained that the percentage derived is not taken by individual areas but is all encompassing.

Finance Director Smith went over fund and cash balances. She went over the Fund Balance Policy that was last updated in 2014 which requires that the target unassigned fund balance be 40-45% of expenditures in the subsequent year's budget of the General Fund. She stated if Council approves the budget with additions currently as presented the fund balance meets the target at 41%.

She went over cash balances and stated that the council gets handed out Treasurer's Report monthly. She discussed debt service and the debt in the city. She summarized the two (2) new bond issuances that happened during 2017. She stated that S&P gave the city a AA bond rating with a stabilized outlook. She stated looking forward when issuing debt, S&P looks at budgetary performance, flexibility and liquidity. She stated we want to continue to be strong in those areas. Ms. Smith went over the debt service sheet that was handed out to the council. She stated the total debt was initially \$2.1M for debt the adjustment in the levy led to a decrease of \$19,166 and \$200,000 was a contribution from a closed bond fund. Ultimately, she stated the adjusted levy amount is \$1.9M.

Councilmember Bartholomew asked about the 2010 General Operating Bond and what the Escrow payment is regarding. Smith replied that its simply regarding the timing to pay off the bonds. She stated the amount of payoff \$8.8M is being held at escrow at WellsFargo and the bond will be paid from that escrow account. He asked if it represents cash in hand. Ms. Smith stated in the affirmative.

Mayor Tourville stated there is only one Tax Increment Financing (TIF) left. Ms. Smith stated the TIF will be discussed at the October work session meeting but only one district is left for the year 2018. She went over the reductions and why the adjustments happened. She stated it's the special assessment estimates that are looked at after the assessments are collected and based on the assessment amounts adjustments are made afterwards.

City Administrator Lynch stated the levy debt is 9%. He stated the council discussed the desire of having the debt less than 10% when comparing the capital improvement plan. Mr. Lynch stated there is a cash balance in the TIF in 2019 which will be discussed in 2018.

Smith stated the preliminary levy approval is on September 11, 2017 and will include the budget plus the additions similar to 2017. Smith stated that council and staff will work down from those amounts. She went over the city's tax capacity rate sheet Exhibit D. She stated the fiscal disparities distribution remains the same from 2017. The flat tax rate is .054693 with the additions and 0.48879 without the additions.

She went over tax comparison 2017 vs. 2018 City Taxes hand out Exhibit E with the council. She stated the mean and median homestead rate is based on levy increases. She stated that the rate is close to constant. She stated increases are occurring because the values of the houses are increasing. Lynch stated that the city has not seen an increase in values and an increase in growth in some time. Lynch reiterated that the preliminary budget will be in front of the council on September 11, 2017. The levy can only go down after that approval. He stated the council will have opportunities for the next three (3) work sessions to look at making changes.

2. UPDATE ON EMERALD ASH BORER MANAGEMENT PLAN

Parks and Recreation Director Carlson stated that this item was in the front of the council at the August 28, 2017 meeting. At that time council was asked to approve the \$38,600 funding gap. Council had discussed changing the program. Carlson provided a brief summary of the EAB Management Plan. The program was created in 2010 to maintain city property and in the public right of way (ROW). He stated 1,113 EAB trees were identified. He stated to date they have removed a total of 447 trees and have 666 trees to remove. He mentioned that this program is working and is similar to other surrounding cities programs. He stated the trees removed were undesirable trees. Residents have an option of having or not having the city remove the Ash trees voluntarily. He stated they have not been forced to have the removal of a tree unless it is diseased or deemed unsafe. He stated there is 666 trees scheduled to be removed and that does not cover forest areas in parks or city owned property.

He stated the budget has \$264,600 for tree removal which includes planned transfers from funds and available cash. He stated the additional amount required is \$38,600. He stated staff's recommendation is for \$9,700 a year for the next 4 years and is included in the proposed budget with additions to make up the \$38,600 that is short from the funds so that when EAB does hit our community we have the funds available to deal with the issue.

Councilmember Piekarski Krech asked what is budgeted every year. Carlson stated \$33,000 has been budgeted each year. He stated the balance is because they haven't spent all the monies. Mayor Tourville stated the overview from the last August 28, 2017 council meeting was that the council felt that the program could be slowed down in pace to keep the trees that are still in good condition.

Carlson stated that staff's approach has been to not remove desirable and healthy trees. He stated they have not forced a resident to take down an Ash tree in the ROW. Councilmember Piekarski Krech asked if the 666 trees are healthy. Carlson stated in the affirmative. Councilmember Piekarski Krech stated there are monies dedicated to the program. Carlson stated if EAB is located in the city there will not be enough funds to cover the removal of the EAB. Councilmember Piekarski Krech stated you may not have to remove all the trees. Carlson stated there isn't enough monies in the fund and if EAB comes to the city we will need to remove those trees identified. The trees identified are the variety of trees that will become diseased. Lynch summarized that the council doesn't want to budget the shortfall with the cost of removing the 666 trees. Councilmember Piekarski Krech stated she doesn't want trees to be taken down. Lynch stated staff is only taking down less desirable trees. Councilmember Hark stated that Carlson is making the council aware of the shortfall and that if EAB arrives in Inver Grove Heights then he will be asking for additional funds to cover the removal. The council stated they understand that this may occur in the future.

3. SHARED ARBOR POINTE STREET LIGHTING SYSTEM REPLACEMENT

Public Works Director Thureen stated this is a unit development and there is a shared lighting system through the Arbor Ponte Master Association (AMPA). He included a map and identified 63 lights in the system. He stated it's not an easy situation because the lights that are dispersed are all over. He stated it's a privately-owned system and its metered. One meter could be a responsibility of both parties. He stated last year, the property manager requested to consider replacing the system from Luminaires to LED fixtures. Our involvement is important since you change the lights on the circuit. There was an Xcel pilot grant that changed our cobra heads or shoe-box fixtures to the new LEDs. Thureen described how technology has changed and the bright lights of the LED is creating a better product and he stated he received only one complaint about this new lighting system. He stated there are only a few places in the city that the city actually owns a lighting system. City staff requested a cost estimate from Xcel for replacing the system. The options provide for a different combination of payment method and pole type. The two payment options are the Standard Service Underground Rate and the Pre-Pay option. The Standard options costs more over time but has no contract.

The prepay option you pay more up front in exchange for a lower monthly O & M charge. There is a contract for the prepay option. He went over the options of poles. The Standard with direct bury fiberglass poles would be the least costly. The other option is an aluminum pole. He referred to the packet regarding the costs. He reviewed the costs with the council. He went over the wattage luminaires 150 watt vs 250 watt and that if the city did go down in watts they would need to do an analysis on the results of this change. He stated the 250 watt is more at about \$3.00-4.00 dollars higher at the service rate. The estimated cost range are \$158,000-\$392,000. He stated the monthly O&M costs alternative is \$6,800 at current rate and second option monthly payment would be \$1,700.

He stated the property manager has written a letter to the city stating they would like to have option 1A but that would accept Option 1B if desired by the City. He stated if the council desires to move forward he would come back in front of the council with the feasibility study along with better numbers associated with lighting sizes etc.

City Attorney Kuntz asked who owns the lights after the lighting conversion. Thureen responded that it becomes an Xcel fixture. The only responsibility is paying the appropriate share. He recommended fine tuning the agreement between the AMPA and the City. Xcel will repair and maintain the lights. The council reviewed the cost options in detail. They discussed doing a combination of 150- 250 watts depending on the intersection where the light is located and the results of the feasibility study. He stated the estimates on the cost are all at 150 watt. Thureen stated staff's recommendation will be based on safety not saving money. Councilmember Hark asked if this is normal practice where there is a shared lighting system. Thureen stated in the negative, this is not typical usually the developer has an agreement with Xcel and eventually the businesses take over the responsibility.

Councilmember Hark asked if this project could include Broderick Blvd street improvements costs. Thureen stated potentially this could be included. They discussed the bonding money from the state.

City Attorney Kuntz asked who owns the street lights on the Walmart side of Concord Ave. Thureen illustrated on the map that the street lights are associated with traffic signals and are not a part of the lighting system. He asked if anything else should be installed or associated with lighting that can be added to the project. Thureen stated in the negative.

Thureen discussed issues with this lighting system and the conduit wiring system whether it be shortages or other problems. Thureen stated the system is 22-24 years old. He stated APMA is concerned with the pole conditions and safety. They took down three poles for liability issues. Council directed staff to move forward with the feasibility costs.

Lynch asked that the council consider that the city provide the funds for the capital cost and get out of the lighting agreement instead of going forward with the ongoing maintenance costs. That way in 25 years once the agreement is done we don't have to go through this replacement process again. Thureen stated that the timing of the project is next Spring.

4. PAVEMENT MANAGEMENT PROGRAM DISCUSSION

Public Works Director Thureen stated that the City has roughly 301 lane miles. He stated monitoring the street system is visual (every three years), a computerized system outputs the quality of the road condition. It utilizes construction projects, cross sections, aggregate, maintenance activity and a deterioration curve exploring bituminous data from thousands of streets in the US and Europe. He showed a graph to the council and went over pavement conditions and year of construction. He went over what category requires what type of work. He stated the lower layer is continuously evaluated to make sure that the road can handle the improvements. He stated once it's under 35 patching is done until a rebuild can occur. He stated 44% of the road system is rated good, 16 % is marginal, 40% is poor. The system is made up of rural component (with ditches) and urban component (curb/gutter/storm sewer). He stated looking at it through rural vs. urban the streets in the rural area are far worse. Mostly because at the time of the streets being built the building standards were lower. He stated when examining the streets many did not get 2 inches of bituminous when it was originally constructed. He stated after 25 years roads are only on borrowed time and the city has a lot of those roads that need repair.

The city adopted the Pavement Management Plan (PMP) in 2001. He stated when estimates were completed back several years ago the city should have been contributing to the PMP \$1.3M annually. He stated the budgeted amount the first year was \$200,000. The funding

began to increase and was at \$1.2M for a certain length of time. He discussed how the funding was pushed down in 2013 to \$500,000. He discussed other funding options available with state funding, assessments and utility funds to cover these costs.

He stated overall the city's current street rating is 55. He went over with the council several graphs on the modeling and the aging roadways. He reiterated that the rural roads are in far worse shape than urban roadways, 83 lane miles (Rural) vs 218 lane miles (Urban). Councilmember Hark asked if gravel roads are factored into these graph numbers. Thureen stated in the negative. Thureen stated street costs are raising at the same time we found that we can't come close to our policy percentage of 30%. We are getting less from the funding source which affects the overall funding package. He discussed state aid on roads and utility funding. Thureen stated we can't afford to reduce assessments when analysis show us we can't afford to reduce. He stated that Chapter 429 allows the ability to repeal but the exposure to the city is minimal.

He discussed the process currently being used to maintain the rural roadway in hopes that these roadways can last another 3-4 years. He stated some are keeping up with the added layer being put down and staff believes the roads can last at least another 7-10 years. He discussed how it's a combination of staff and contractors are helping sustain the roadways and he discussed the cost analysis behind these decisions. He discussed the cost of material for streets for the city is costly and contractors are less. He asked if the council would be open to more contractor work. Councilmember Piekarski Krech discussed negatives of the bid process. Thureen discussed the options of bidding in street sections.

Councilmember Bartholomew asked about the difference between the resident's estimates and staffs. Thureen stated the difference is staff costs. He stated the annual fixed costs associated with road repair is a budget item and its dependent on where and how we use the monies.

Thureen overviewed the 55% of the mill and overlay and reconstruction category of roads. He stated there is some new process cities including South St. Paul are doing is that if the material below the pavement has strength they pull out the bituminous pavement and replace it. He stated when they do this they hope to get 20-25 years out of the road. He stated this process may allow us to put off total reconstruction of a road. He stated if we can utilize a less expensive method it would be worth investigating. He stated he has 70 miles of roads he would like to put borings on analyze the aggregate base and soil. He stated with this we would cover more of our roadways. He asked the council for direction whether to go forward with a geo technical analysis for this mileage. Tourville asked what is the estimated amount of the geo technical analysis. Thureen stated it is \$60-75,000. Tourville asked if these roads selected have already been analyzed. Thureen stated in the negative.

Tourville stated he is okay with funding coming from the landfill (Host Community Fund). Councilmember Piekarski Krech stated those funds have been earmarked for the EDA, golf course, parks, community center etc. Finance Director Smith stated that the cash flow on the Host Community Fund projection has dedicated funds for the community center capital costs. It only provides a slim margin but a vast majority of it is already spoken for. The council discussed the funding difficulties and recommended Thureen move forward with the geo technical analysis.

B. ADJOURN

Councilmember Perry made a motion to adjourn, seconded by Councilmember Hark, and the motion was carried unanimously. The workshop adjourned at approximately 7:26 pm

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 25, 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 September 8, 2017 to September 20, 2017.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending September 20, 2017. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$497,679.33
Debt Service & Capital Projects	203,640.08
Enterprise & Internal Service	316,740.37
Escrows	6,072.23
Grand Total for All Funds	<u><u>\$1,024,132.01</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 September 8, 2017 to September 20, 2017 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING September 20, 2017**

WHEREAS, a list of disbursements for the period ending September 20, 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	\$497,679.33
Debt Service & Capital Projects	203,640.08
Enterprise & Internal Service	316,740.37
Escrows	6,072.23
 Grand Total for All Funds	 <u><u>\$1,024,132.01</u></u>

Adopted by the City Council of Inver Grove Heights this 25th day of September, 2017.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 09/08/2017 - 09/20/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0066965	09/15/2017	UNION DUES (AFSCME FAIR SH	101.203.2031000	35.26
AFSCME COUNCIL 5	INV0066966	09/15/2017	UNION DUES (AFSCME FULL SH	101.203.2031000	908.20
AFSCME COUNCIL 5	INV0066967	09/15/2017	UNION DUES (AFSCME FULL SH	101.203.2031000	89.65
AL'S CORRAL	8/28/17	09/20/2017	REFUND - LOW ENROLLMENT	101.207.2070300	28.27
AMERICAN TEST CENTER	2171850	09/20/2017	9/12/17	101.42.4200.423.30700	1,948.00
ASPEN MILLS	203109	09/13/2017	550771	101.42.4200.423.60045	116.25
ASPEN MILLS	203110	09/13/2017	550771	101.42.4200.423.60045	116.25
ASPEN MILLS	203111	09/13/2017	550771	101.42.4200.423.60045	124.60
ASPEN MILLS	203112	09/13/2017	550771	101.42.4200.423.60045	116.25
ASPEN MILLS	203113	09/13/2017	550771	101.42.4200.423.60045	124.60
ASPEN MILLS	203296	09/13/2017	550771	101.42.4200.423.60045	508.85
BITUMINOUS ROADWAYS, INC.	26784	09/20/2017	35265	101.43.5200.443.60016	43,653.28
CITY OF SAINT PAUL	IN00024381	09/20/2017	76	101.43.5200.443.60016	2,350.90
COPY RIGHT	76281	09/20/2017	9/14/17	101.42.4200.423.60065	493.87
DAKOTA COMMUNICATIONS CENTER	IG2017-10	09/13/2017	OCTOBER 2017	101.42.4000.421.70502	43,934.40
DAKOTA COMMUNICATIONS CENTER	IG2017-10	09/13/2017	OCTOBER 2017	101.42.4200.423.70502	5,905.60
DAKOTA ELECTRIC ASSN	246837-9 9/17	09/20/2017	Electric	101.44.6000.451.40020	4,517.55
DAKOTA ELECTRIC ASSN	250165-8 9/17	09/20/2017	Electric	101.44.6000.451.40020	798.77
DAKOTA ELECTRIC ASSN	393563-2 9/17	09/20/2017	Electric	101.44.6000.451.40020	572.65
DAKOTA ELECTRIC ASSN	426713-4 9/17	09/20/2017	Electric	101.43.5400.445.40020	54.35
DAKOTA ELECTRIC ASSN	443054-2 9/17	09/20/2017	Electric	101.44.6000.451.40020	14.00
DAKOTA ELECTRIC ASSN	109394-7 9/17	09/20/2017	Electric	101.43.5400.445.40020	1,211.26
DLT SOLUTIONS INC	4617305A	09/20/2017	4617305	101.43.5100.442.60042	4,090.36
EFTPS	INV0066903	09/08/2017	MEDICARE WITHHOLDING	101.203.2030500	1.14
EFTPS	INV0066904	09/08/2017	SOCIAL SECURITY WITHHOLDIN	101.203.2030400	4.84
EFTPS	INV0066986	09/15/2017	FEDERAL WITHHOLDING	101.203.2030200	54,693.75
EFTPS	INV0066988	09/15/2017	MEDICARE WITHHOLDING	101.203.2030500	14,129.40
EFTPS	INV0066989	09/15/2017	SOCIAL SECURITY WITHHOLDIN	101.203.2030400	44,000.12
EMERGENCY RESPONSE SOLUTIONS	9272	09/13/2017	8/9/17	101.42.4200.423.60065	2,812.81
EYEMED	163258623	09/13/2017	SEPTEMBER 2017	101.203.2032700	263.46
FINE HOMEBUILDING	2 YEAR SUBSCRIPTIO	09/13/2017	2017 2 YEAR SUBSCRIPTION	101.45.3300.419.50070	37.95
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0066970	09/15/2017	HSA ELECTION-FAMILY	101.203.2032500	2,239.91
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0066971	09/15/2017	HSA ELECTION-SINGLE	101.203.2032500	3,771.85
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	101.41.1100.413.30550	33.20
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	101.41.2000.415.30550	64.23
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	101.42.4000.421.30550	267.40
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	101.43.5000.441.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	101.43.5100.442.30550	45.95
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	101.44.6000.451.30550	45.62
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	101.45.3000.419.30550	20.23
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	101.45.3200.419.30550	17.60
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	101.45.3300.419.30550	29.50
GERRY'S FIRE & SAFETY INC	56302	09/20/2017	9/11/17	101.42.4200.423.40042	218.25
GERRY'S FIRE & SAFETY INC	56303	09/20/2017	9/11/17	101.42.4200.423.40042	234.80
GERTENS	920/12	09/20/2017	103566	101.44.6000.451.60016	485.75
GERTENS	920/12	09/20/2017	103566	101.44.6000.451.60035	359.80
GERTENS	K15531/6	09/20/2017	103566	101.43.5200.443.60016	17.04
ICMA RETIREMENT TRUST - 457	INV0066972	09/15/2017	ICMA-AGE <49 %	101.203.2031400	4,910.92
ICMA RETIREMENT TRUST - 457	INV0066973	09/15/2017	ICMA-AGE <49	101.203.2031400	5,327.30
ICMA RETIREMENT TRUST - 457	INV0066974	09/15/2017	ICMA-AGE 50+ %	101.203.2031400	1,466.58
ICMA RETIREMENT TRUST - 457	INV0066975	09/15/2017	ICMA-AGE 50+	101.203.2031400	5,069.36
ICMA RETIREMENT TRUST - 457	INV0066976	09/15/2017	ICMA (EMPLOYER SHARE ADMIN	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0066983	09/15/2017	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,111.54
ICMA RETIREMENT TRUST - 457	INV0066984	09/15/2017	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
ICMA RETIREMENT TRUST - 457	INV0066985	09/15/2017	ROTH-AGE <49 %	101.203.2032400	137.24
INNOVATIVE OFFICE SOLUTIONS	SUM-034609	09/20/2017	S28777	101.41.2000.415.60010	57.91
INNOVATIVE OFFICE SOLUTIONS	SUM-034609	09/20/2017	S28777	101.41.2000.415.60070	76.21
INNOVATIVE OFFICE SOLUTIONS	SUM-034609	09/20/2017	S28777	101.45.3300.419.60040	124.75
KENISON, TERRI	AUGUST 2017	09/20/2017	AUGUST 2017	101.42.4200.423.30700	850.00
LANGUAGE LINE SERVICES	4150692	09/20/2017	9020909043	101.42.4000.421.50020	34.70
LEAGUE OF MN CITIES	257882	09/20/2017	2017-2018 MEMBERSHIP DUES	101.41.1000.413.50070	23,537.00
LEVANDER, GILLEN & MILLER P.A.	8/25/17 92000E	09/13/2017	92000E	101.42.4000.421.30410	22,005.67
LILLIE SUBURBAN NEWSPAPERS	8/31/17 001363	09/13/2017	Advertising/Publishing	101.41.1100.413.50025	21.88

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LILLIE SUBURBAN NEWSPAPERS	8/31/17 001363	09/13/2017	Advertising/Publishing	101.41.1100.413.50025	21.88
LILLIE SUBURBAN NEWSPAPERS	8/31/17 001363	09/13/2017	Advertising/Publishing	101.41.1100.413.50025	21.88
LILLIE SUBURBAN NEWSPAPERS	8/31/17 001363	09/13/2017	Advertising/Publishing	101.41.2000.415.50025	48.30
LILLIE SUBURBAN NEWSPAPERS	8/31/17 001363	09/13/2017	Advertising/Publishing	101.45.3200.419.50025	78.75
LILLIE SUBURBAN NEWSPAPERS	8/31/17 001363	09/13/2017	Advertising/Publishing	101.45.3200.419.50025	281.75
LILLIE SUBURBAN NEWSPAPERS	8/31/17 001363	09/13/2017	Advertising/Publishing	101.45.3200.419.50025	30.63
LOCAL GOVERNMENT INFORMATION SYSTEMS	44043	09/13/2017	106325	101.42.4000.421.70501	287.50
LONE OAK GRAPHICS INC	37941	09/13/2017	8150	101.41.1000.413.60065	112.74
M & J SERVICES, LLC	1712	09/20/2017	9/1/17	101.43.5200.443.40046	390.00
M & J SERVICES, LLC	1715	09/20/2017	9/6/17	101.43.5200.443.40046	340.00
M & J SERVICES, LLC	1717	09/20/2017	9/6/17	101.44.6000.451.40047	825.00
M & J SERVICES, LLC	1718	09/20/2017	9/6/17	101.44.6000.451.40047	1,030.00
M & J SERVICES, LLC	714	09/20/2017	9/6/17	101.43.5200.443.40046	575.00
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0066968	09/15/2017	STEVE HER FEIN/TAXPAYER ID: 101.203.2032100	427.04	
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0066969	09/15/2017	JOEL JACKSON FEIN/TAXPAYER ID: 101.203.2032100	432.57	
MN DEPT OF LABOR & INDUSTRY	9/15/17	09/18/2017	AUGUST 2017 SURCHARGE	101.207.2070100	3,985.50
MN DEPT OF LABOR & INDUSTRY	9/15/17	09/18/2017	AUGUST 2017 SURCHARGE	101.41.0000.3414000	(79.71)
MN DEPT OF REVENUE	INV0066987	09/15/2017	STATE WITHHOLDING	101.203.2030300	21,572.14
MN FIRE SERVICE CERT BOARD	5098	09/13/2017	8/29/17	101.42.4200.423.30700	115.00
MN GLOVE & SAFETY, INC.	303556	09/20/2017	CTINVE	101.43.5200.443.60045	74.98
MN LIFE INSURANCE CO	SEPTEMBER 2017	09/13/2017	POLICY #0027324	101.203.2030900	3,675.47
MN MAYOR'S ASSN	2017 MEMBER DUES -	09/20/2017	MEMBERSHIP DUES G. TOURVILLE	101.41.1000.413.50070	30.00
MOORE MEDICAL LLC	99606390	09/13/2017	21185816	101.42.4200.423.60018	2,568.00
MOORE MEDICAL LLC	99606390	09/13/2017	21185816	101.42.4200.423.60065	119.02
MOORE MEDICAL LLC	99606559	09/13/2017	21185816	101.42.4200.423.60018	1,700.00
MTI DISTRIBUTING CO	1135203-00	09/20/2017	8/11/17	101.44.6000.451.40047	217.04
OXYGEN SERVICE COMPANY, INC	03382946	09/20/2017	04394	101.42.4000.421.60065	32.61
PERA	INV0066977	09/15/2017	PERA COORDINATED PLAN	101.203.2030600	36,750.62
PERA	INV0066978	09/15/2017	EMPLOYER SHARE (EXTRA PERCENTAGE)	101.203.2030600	2,827.01
PERA	INV0066979	09/15/2017	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0066980	09/15/2017	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	69.23
PERA	INV0066981	09/15/2017	PERA POLICE & FIRE PLAN	101.203.2030600	14,223.92
PERA	INV0066982	09/15/2017	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	21,335.91
PETTY CASH	9/12/17	09/20/2017	FALL CLEAN UP	101.100.1010400	300.00
PETTY CASH-WF PURCHASE CARD FEES	AUGUST 2017	09/11/2017	AUGUST 2017	101.41.2000.415.70440	133.15
PINE BEND PAVING, INC.	17-495	09/20/2017	8/24/17	101.43.5200.443.60016	800.03
PLUNKETT'S PEST CONTROL	5747540	09/13/2017	2086226	101.42.4200.423.30700	288.53
RESCUEPAX, LLC	255	09/20/2017	9/12/17	101.42.4200.423.30700	2,500.00
SHAPCO PRINTING	329990	09/13/2017	0585	101.41.1100.413.50032	7,009.00
SHOWROOM AUTO CARE	10448	09/13/2017	8/29/17	101.45.3300.419.40041	85.00
SUPERIOR TECHNOLOGY GROUP	1038	09/13/2017	7/31/17	101.42.4000.421.50020	3,200.00
TREE TRUST	17563	09/20/2017	CIIGH	101.44.6000.451.70501	1,250.00
UNIFIRST CORPORATION	090 0377606	09/20/2017	1051948	101.43.5200.443.60045	42.29
UNIFIRST CORPORATION	090 0377606	09/20/2017	1051948	101.44.6000.451.60045	22.55
UNIFIRST CORPORATION	090 0379794	09/20/2017	1051948	101.43.5200.443.60045	42.29
UNIFIRST CORPORATION	090 0379794	09/20/2017	1051948	101.44.6000.451.60045	22.55
UNIFIRST CORPORATION	090 0380898	09/20/2017	1051948	101.43.5200.443.60045	42.29
UNIFIRST CORPORATION	090 0380898	09/20/2017	1051948	101.44.6000.451.60045	22.55
VERIZON WIRELESS	9791621261	09/13/2017	942147853-00001	101.42.4000.421.50020	383.48
VICTORY CORPS	1209622	09/13/2017	9/6/17	101.42.4200.423.60065	671.48
WAGNER'S SOD CO, INC	2017-5756	09/20/2017	7/20/17	101.43.5200.443.60016	39.60
XCEL ENERGY	560524388	09/20/2017	Gas & Electric	101.43.5200.443.40020	1,131.37
XCEL ENERGY	560524388	09/20/2017	Gas & Electric	101.43.5400.445.40020	8,584.54
XCEL ENERGY	560729759	09/20/2017	Gas & Electric	101.42.4200.423.40010	153.88
XCEL ENERGY	560729759	09/20/2017	Gas & Electric	101.42.4200.423.40020	1,500.82
XCEL ENERGY	561055566	09/20/2017	Gas & Electric	101.44.6000.451.40010	127.91
XCEL ENERGY	561055566	09/20/2017	Gas & Electric	101.44.6000.451.40020	(384.46)
XCEL ENERGY	561255213	09/20/2017	Gas & Electric	101.42.4000.421.40042	45.04
ZEE MEDICAL SERVICE	54113034	09/13/2017	8/8/17	101.42.4000.421.60065	276.70
Fund: 101 - GENERAL FUND					443,151.67
ECM PUBLISHERS, INC	695380/514094	09/20/2017	444389	201.44.1600.465.50025	1,009.93
RIVER HEIGHTS CHAMBER OF COMMERCE	8214	09/20/2017	AUGUST 2017	201.44.1600.465.30700	3,881.15
RIVER HEIGHTS CHAMBER OF COMMERCE	8214	09/20/2017	AUGUST 2017	201.44.1600.465.40065	250.00
Fund: 201 - C.V.B. FUND					5,141.08
AL'S CORRAL	8/28/17	09/20/2017	REFUND - LOW ENROLLMENT	204.44.0000.3470000	396.73
CORNELL, ETHAN	8/22/17	09/20/2017	ADULT SOFTBALL	204.44.6100.452.60009	115.00
DAULTON, JOSH	8/22/17	09/20/2017	ADULT SOFTBALL	204.44.6100.452.60009	115.00
GAVIN-BALLANGER, JOSEPH MARK	8/22/17	09/20/2017	ARCHERY SUMMER SESSION 2017	204.44.6100.452.30700	350.00
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	204.44.6100.452.30550	15.04
HAUCK, JEFF	8/28/17	09/20/2017	REIMBURSE LOW ENROLLMENT	204.44.0000.3470000	50.00
IGH SENIOR CLUB	9/1/17	09/20/2017	SENIOR CLUB MEMBERSHIP 2017	204.227.2271000	292.00
MWSL TEAM EXTREME	8/22/17	09/20/2017	REFUND 8/16/17	204.207.2070300	7.65

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MWSL TEAM EXTREME	8/22/17	09/20/2017	REFUND 8/16/17	204.44.0000.3471000	107.35
PETTY CASH - TERI O'CONNOR	8/28/17	09/13/2017	LEAGUE CANCELLATION	204.207.2070300	28.27
PETTY CASH - TERI O'CONNOR	8/28/17	09/13/2017	LEAGUE CANCELLATION	204.44.0000.3470000	446.73
SOUTH ST PAUL UMPIRES ASSOC	JUNE-AUGUST 2017	09/20/2017	JUNE - AUGUST 2017	204.44.6100.452.30700	2,707.50
Fund: 204 - RECREATION FUND					4,631.27
AEP ONSITE PARTNERS, LLC	419-21081782	09/20/2017	9/7/17	205.44.6200.453.40020	4,572.88
AEP ONSITE PARTNERS, LLC	419-21081782	09/20/2017	9/7/17	205.44.6200.453.40020	4,611.92
ARMAGH HARDWOOD FLOORING, LLC	036IGH0117	09/20/2017	8/28/17	205.44.6200.453.40040	2,648.00
COMMON SENSE BUILDING SERVICES, INC.	41757	09/13/2017	AUGUST 2017	205.44.6200.453.40040	7,433.81
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	205.44.6200.453.30550	41.34
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	205.44.6200.453.30550	3.50
METROWIDE PLUMBING LLC	9/14/17	09/20/2017	RPZ'S AROUND COMPLEX	205.44.6200.453.40040	210.00
METROWIDE PLUMBING LLC	9/14/17	09/20/2017	RPZ'S AROUND COMPLEX	205.44.6200.453.40040	210.00
RECREATION SUPPLY COMPANY	328445	09/20/2017	WS231900	205.44.6200.453.60016	464.04
SAFE-WAY BUS COMPANY	5373 B	09/13/2017	7/14/17	205.44.6200.453.70610	873.51
WEBBER RECREATIONAL DESIGN, INC.	705	09/20/2017	7/10/17	205.44.6200.453.60040	643.00
WEBBER RECREATIONAL DESIGN, INC.	705	09/20/2017	7/10/17	205.44.6200.453.60040	643.00
WENDT, JOHN	6/6/17	09/20/2017	REIMBURSE MEMBERSHIP	205.207.2070300	7.63
WENDT, JOHN	6/6/17	09/20/2017	REIMBURSE MEMBERSHIP	205.44.0000.3490100	107.12
XCEL ENERGY	561055566	09/20/2017	Gas & Electric	205.44.6200.453.40010	125.95
XCEL ENERGY	561055566	09/20/2017	Gas & Electric	205.44.6200.453.40010	3,933.63
XCEL ENERGY	561055566	09/20/2017	Gas & Electric	205.44.6200.453.40020	1,161.03
XCEL ENERGY	561055566	09/20/2017	Gas & Electric	205.44.6200.453.40020	16,937.18
Fund: 205 - COMMUNITY CENTER					44,666.34
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	290.45.3000.419.30550	1.47
Fund: 290 - EDA OPERATING					1.47
LILLIE SUBURBAN NEWSPAPERS	8/31/17 001363	09/13/2017	Advertising/Publishing	291.45.3000.419.50025	87.50
Fund: 291 - EDA ACQUISITIONS					87.50
EHLERS AND ASSOCIATES, INC.	74577	09/20/2017	9/8/17	399.57.9000.570.30150	4,180.00
Fund: 399 - CLOSED BOND FUND					4,180.00
LILLIE SUBURBAN NEWSPAPERS	8/31/17 001363	09/13/2017	Advertising/Publishing	405.57.9000.570.50025	91.88
Fund: 405 - NORTH SIDE WTR STOR. FAC.					91.88
DCA TITLE	42220	09/13/2017	20-11775-00-030	434.42.4200.423.30700	575.00
Fund: 434 - 2014 IMPROVEMENT FUND					575.00
CIMCO REFRIGERATION INC	PAY REQUEST NO. 2	09/13/2017	CITY PROJECT 2017-05	437.44.5900.737.80200	56,050.00
STEVENS ENGINEERS INC	11143	09/20/2017	900-16-269	437.44.5900.737.30300	7,826.62
Fund: 437 - 2017 IMPROVEMENT FUND					63,876.62
MCNAMARA CONTRACTING INC	PAY VO. NO. 3	09/20/2017	CITY PROJECT NO. 2016-09E	440.74.5900.740.80300	111,446.52
Fund: 440 - PAVEMENT MANAGEMENT PROJ					111,446.52
NORTHERN TECHNOLOGIES, LLC	22057	09/13/2017	17.IGH62194.100	446.74.5900.746.30300	2,120.00
WSB & ASSOCIATES, INC.	8/24/17 1	09/13/2017	0-001702-290	446.74.5900.746.30300	7,501.50
WSB & ASSOCIATES, INC.	8/31/17 3	09/20/2017	0-003599-000	446.74.5900.746.30300	13,417.50
Fund: 446 - NW AREA					23,039.00
EHLERS AND ASSOCIATES, INC.	74716	09/20/2017	9/11/17	453.57.9000.570.30150	115.00
Fund: 453 - SE QUADRANT TIF DIST 4-1					115.00
GREEN LIGHTS RECYCLING INC	17-5285	09/20/2017	8/22/17	454.43.5500.446.40025	316.06
Fund: 454 - LANDFILL ABATEMENT					316.06
AUTOMATIC SYSTEMS CO.	30425	09/20/2017	INVE01	501.50.7100.512.40040	2,149.49
AUTOMATIC SYSTEMS CO.	32057	09/20/2017	INVE01	501.50.7100.512.40040	62.60
CITY OF BLOOMINGTON	1700116	09/20/2017	9/7/17	501.50.7100.512.30700	420.00
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	501.50.7100.512.30550	45.23
GOPHER STATE ONE-CALL	7080462	09/20/2017	MN00435	501.50.7100.512.30700	720.90
METROWIDE PLUMBING LLC	9/1/17	09/20/2017	2125 UPPER 55TH ST E	501.50.7100.512.40043	350.00
MN GLOVE & SAFETY, INC.	303357	09/20/2017	CTINVE	501.50.7100.512.60045	184.95
MN GLOVE & SAFETY, INC.	303436	09/20/2017	CTINVE	501.50.7100.512.60045	299.85
PIEKARSKI-KRECH, ROSEMARY	9/8/17	09/13/2017	HYDRANT #1707 REFUND	501.207.2070300	(5.34)
PIEKARSKI-KRECH, ROSEMARY	9/8/17	09/13/2017	HYDRANT #1707 REFUND	501.50.0000.3813000	(75.00)
SEXTON COMPANY, THE	60251	09/20/2017	4115	501.50.7100.512.60045	120.50
TKDA	002017003129	09/20/2017	0015781.002	501.50.7100.512.30700	1,501.91

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VALLEY-RICH CO, INC	24579	09/20/2017	R170458	501.50.7100.512.40046	3,074.00
XCEL ENERGY	560731162	09/20/2017	Gas & Electric	501.50.7100.512.40010	592.08
XCEL ENERGY	560731162	09/20/2017	Gas & Electric	501.50.7100.512.40020	17,649.89
Fund: 501 - WATER UTILITY FUND					27,091.06
AUTOMATIC SYSTEMS CO.	32050	09/20/2017	INVE01	502.51.7200.514.40043	6,286.00
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	502.51.7200.514.30550	23.23
METROPOLITAN COUNCIL	0001072387	09/13/2017	5084	502.51.7200.514.40015	157,054.27
XCEL ENERGY	560731162	09/20/2017	Gas & Electric	502.51.7200.514.40010	25.00
XCEL ENERGY	560731162	09/20/2017	Gas & Electric	502.51.7200.514.40020	1,280.18
Fund: 502 - SEWER UTILITY FUND					164,668.68
BREAKTHRU BEVERAGE MINNESOTA	1080684231	09/20/2017	102294	503.52.8300.524.76150	234.30
BREAKTHRU BEVERAGE MINNESOTA	1090756107	09/20/2017	102294	503.52.8300.524.76150	396.00
BREAKTHRU BEVERAGE MINNESOTA	1080687182	09/20/2017	102294	503.52.8300.524.76150	135.72
COLLEGE CITY BEVERAGE	195-1169	09/20/2017	3592	503.52.8300.524.76150	296.35
COLLEGE CITY BEVERAGE	195-1244	09/20/2017	3592	503.52.8300.524.76150	277.20
COPY RIGHT	76206	09/20/2017	8/30/17	503.52.8000.521.50030	313.44
COVERALL OF THE TWIN CITIES INC	7070241514	09/20/2017	707-2469	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	201360-5 9/17	09/20/2017	Electric	503.52.8600.527.40020	279.12
DENNY'S 5TH AVENUE BAKERY	674946	09/20/2017	IW185	503.52.8300.524.76050	87.36
DENNY'S 5TH AVENUE BAKERY	675743	09/20/2017	IW185	503.52.8300.524.76050	78.60
DEX MEDIA	8/20/17 110360619	09/20/2017	110360619	503.52.8500.526.50025	45.50
DRAFT TECHNOLOGIES	9111704	09/20/2017	9/11/17	503.52.8300.524.40042	55.00
GARY'S PEST CONTROL	50739	09/20/2017	9/6/17	503.52.8500.526.40040	71.77
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	503.52.8000.521.30550	14.50
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	503.52.8600.527.30550	21.50
GERLACH OUTDOOR POWER EQUIP	139406	09/13/2017	109606	503.52.8600.527.40042	961.33
GERLACH OUTDOOR POWER EQUIP	139816	09/13/2017	109606	503.52.8600.527.40042	248.36
HEGGIES PIZZA	2309891	09/20/2017	1708	503.52.8300.524.76050	91.20
HORNUNG'S GOLF PRODUCTS, INC.	421581	09/20/2017	8/31/17	503.52.8200.523.76400	138.99
JJ TAYLOR DIST. COMPANY OF MN	2744290	09/20/2017	00834	503.52.8300.524.76150	156.60
M. AMUNDSON LLP	244395	09/20/2017	902858	503.52.8300.524.76050	162.94
MANSFIELD OIL COMPANY	20424358	09/20/2017	24129	503.52.8600.527.60021	2,236.12
MANSFIELD OIL COMPANY	20424363	09/20/2017	24129	503.52.8600.527.60021	2,191.22
MANSFIELD OIL COMPANY	20426327	09/20/2017	24129	503.52.8400.525.60021	1,160.57
MILTONA TURF PRODUCTS	522548	09/13/2017	MNINWO	503.52.8600.527.60050	332.89
MTI DISTRIBUTING CO	1127953-00	09/20/2017	402307	503.52.8600.527.40042	103.84
MTI DISTRIBUTING CO	1138752-00	09/13/2017	402307	503.52.8600.527.40042	57.22
MTI DISTRIBUTING CO	1139939-00	09/20/2017	402307	503.52.8600.527.40042	550.30
NATURE CALLS, INC.	25271	09/20/2017	6/30/17	503.52.8600.527.40065	124.27
PLAISTED COMPANIES, INC.	11107	09/13/2017	INW1	503.52.8600.527.60020	2,066.32
PUFFY CREAM DONUTS	1632	09/20/2017	9/1/17	503.52.8300.524.76050	112.50
SHAMROCK GROUP	2157148	09/20/2017	07176	503.52.8300.524.76100	104.18
TDS METROCOM	9/13/17 651 457 3667	09/20/2017	651 457 3667	503.52.8500.526.50020	261.71
ULTIMATE EVENTS, INC	69118	09/20/2017	29863	503.52.8500.526.50025	2,047.80
UNIFIRST CORPORATION	090 0379872	09/20/2017	1258268	503.52.8600.527.60045	59.93
UNIFIRST CORPORATION	090 0380977	09/20/2017	1258268	503.52.8600.527.60045	60.07
US FOODSERVICE	4227689	09/20/2017	0380983	503.52.8300.524.76050	1,016.08
US FOODSERVICE	4321396	09/20/2017	03805983	503.52.8300.524.76050	995.57
US FOODSERVICE	4438636	09/20/2017	03805983	503.52.8300.524.76050	793.54
WINFIELD SOLUTIONS, LLC	0000061907049	09/20/2017	442575	503.52.8600.527.60030	1,234.41
WINFIELD SOLUTIONS, LLC	000061907048	09/20/2017	442575	503.52.8600.527.60035	1,848.04
XCEL ENERGY	559808509	09/20/2017	Gas & Electric	503.52.8500.526.40010	34.50
XCEL ENERGY	559808509	09/20/2017	Gas & Electric	503.52.8500.526.40020	1,286.20
XCEL ENERGY	559808509	09/20/2017	Gas & Electric	503.52.8600.527.40010	26.72
XCEL ENERGY	559808509	09/20/2017	Gas & Electric	503.52.8600.527.40020	1,599.49
YAMAHA GOLF & UTILITY, INC.	01-201724	09/13/2017	INVERWOOD	503.52.8600.527.40042	254.60
Fund: 503 - INVER WOOD GOLF COURSE					25,752.18
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	602.00.2100.415.30550	1.27
Fund: 602 - RISK MANAGEMENT					1.27
COMMON SENSE BUILDING SERVICES, INC.	41757	09/13/2017	AUGUST 2017	603.00.5300.444.40040	307.00
DALCO CORPORATION	3214744	09/20/2017	1/0001020261	603.00.5300.444.40040	904.10
EMERGENCY APPARATUS MAINTENANCE	95356	09/20/2017	8/9/17	603.00.5300.444.40041	1,315.34
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	603.00.5300.444.30550	12.74
HEALTHTEAST VEHICLE SERVICES	24321	09/20/2017	8/30/17	603.00.5300.444.40041	187.52
INTERSTATE POWERSYSTEMS	R001129769:01	09/20/2017	13468	603.00.5300.444.40041	2,014.21
INVER GROVE FORD	5238343	09/20/2017	9/7/17	603.00.5300.444.40041	153.66
INVER GROVE FORD	5238398	09/20/2017	9/8/17	603.00.5300.444.40041	153.66
INVER GROVE FORD	5238412	09/20/2017	9/8/17	603.00.5300.444.40041	25.44
INVER GROVE FORD	5238414	09/20/2017	9/8/17	603.00.5300.444.40041	31.30
INVER GROVE FORD	5238482	09/20/2017	9/11/17	603.00.5300.444.40041	57.76

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INVER GROVE FORD	5238629	09/20/2017	9/12/17	603.00.5300.444.40041	52.89
KIMBALL MIDWEST	5822417	09/20/2017	222006	603.00.5300.444.60012	260.00
M & J SERVICES, LLC	1716	09/20/2017	9/6/17	603.00.5300.444.40040	1,210.00
MACQUEEN EMERGENCY GROUP	W00315	09/20/2017	INVER003	603.00.5300.444.40041	2,165.89
MACQUEEN EQUIPMENT INC	P00479	08/23/2017	INVER003	603.00.5300.444.40041	(27.88)
MACQUEEN EQUIPMENT INC	P00512	09/20/2017	INVER003	603.00.5300.444.40041	861.82
MACQUEEN EQUIPMENT INC	P00537	09/20/2017	INVER003	603.00.5300.444.40041	(703.15)
MANSFIELD OIL COMPANY	20413718	09/20/2017	23866	603.140.1450060	4,002.65
MANSFIELD OIL COMPANY	467077	09/20/2017	23866-01-467077	603.140.1450060	4,972.32
MANSFIELD OIL COMPANY	467078	09/20/2017	23866-02-467078	603.140.1450060	9,477.27
MANSFIELD OIL COMPANY	467659	09/20/2017	23866-01-467659	603.140.1450060	929.06
MANSFIELD OIL COMPANY	467690	09/20/2017	23866-02-467690	603.140.1450060	1,199.18
MID CITY SERIVCES, INC.	66108	09/20/2017	9/1/17	603.00.5300.444.40065	45.75
MIDWEST FIRE EQUIPMENT & REPAIR	17-3014	09/20/2017	8/31/17	603.00.5300.444.40041	185.81
MTI DISTRIBUTING CO	1138911-00	09/20/2017	91180	603.00.5300.444.40041	27.45
MTI DISTRIBUTING CO	11396.00	09/20/2017	91180	603.00.5300.444.40041	1,103.64
NUSS TRUCK AND EQUIPMENT	4526837P	09/20/2017	38679B	603.00.5300.444.40041	309.24
O' REILLY AUTO PARTS	1767-286493	09/20/2017	1578028	603.00.5300.444.40041	41.15
O' REILLY AUTO PARTS	1767-286503	09/20/2017	1578028	603.00.5300.444.60012	11.99
O' REILLY AUTO PARTS	1767-286778	09/20/2017	1578028	603.00.5300.444.40041	161.59
O' REILLY AUTO PARTS	1767-286801	09/20/2017	1578028	603.00.5300.444.40041	(35.00)
O' REILLY AUTO PARTS	1767-286816	09/20/2017	1578028	603.00.5300.444.40041	16.26
O' REILLY AUTO PARTS	1767-286915	09/20/2017	1578028	603.140.1450050	21.90
O' REILLY AUTO PARTS	1767-286935	09/20/2017	1578028	603.00.5300.444.40041	(16.26)
O' REILLY AUTO PARTS	1767-287860	09/20/2017	1578028	603.00.5300.444.40040	12.07
O' REILLY AUTO PARTS	1767-288045	09/20/2017	1578028	603.140.1450050	160.84
O' REILLY AUTO PARTS	1767-288066	09/20/2017	1578028	603.00.5300.444.60012	18.98
O' REILLY AUTO PARTS	1767-288091	09/20/2017	1578028	603.00.5300.444.60012	(18.98)
O' REILLY AUTO PARTS	1767-288092	09/20/2017	1578028	603.00.5300.444.60012	7.99
O' REILLY AUTO PARTS	1767-288116	09/20/2017	1578028	603.00.5300.444.40041	213.04
O' REILLY AUTO PARTS	1767-288895	09/20/2017	1578028	603.00.5300.444.40041	4.98
O' REILLY AUTO PARTS	1767-289089	09/20/2017	1578028	603.140.1450050	21.90
O' REILLY AUTO PARTS	1767-289185	09/20/2017	1578028	603.00.5300.444.60012	12.00
O' REILLY AUTO PARTS	7-289166	09/20/2017	1578028	603.00.5300.444.40041	11.08
O' REILLY AUTO PARTS	1767-289324	09/20/2017	1578028	603.00.5300.444.60012	17.40
O' REILLY AUTO PARTS	1767-289460	09/20/2017	1578028	603.00.5300.444.60012	4.49
O' REILLY AUTO PARTS	1767-289499	09/20/2017	1578028	603.00.5300.444.40041	5.01
O' REILLY AUTO PARTS	1767-290162	09/20/2017	1578028	603.00.5300.444.40041	110.35
PINE BEND PAVING, INC.	17-521	09/20/2017	8/31/17	603.00.5300.444.60016	533.03
POMP'S TIRE SERVICE, INC.	980040527	09/20/2017	4502557	603.00.5300.444.60014	206.68
POMP'S TIRE SERVICE, INC.	980040746	09/20/2017	4502557	603.00.5300.444.60014	692.60
POMP'S TIRE SERVICE, INC.	980041247	09/20/2017	4502557	603.140.1450050	680.10
POMP'S TIRE SERVICE, INC.	980041623	09/20/2017	4502557	603.00.5300.444.60014	518.60
PUMP AND METER SERVICE INC	86450	09/20/2017	494500	603.00.5300.444.40040	152.00
PUMP AND METER SERVICE INC	27790-29348SO	09/20/2017	494500	603.00.5300.444.40040	26.37
RDO EQUIPMENT COMPANY	P20306	02/01/2017	2556007	603.00.5300.444.40041	(258.80)
RDO EQUIPMENT COMPANY	P29334	08/23/2017	2556007	603.00.5300.444.40041	9.59
RDO EQUIPMENT COMPANY	P30703	09/20/2017	2556007	603.00.5300.444.40041	68.13
RDO EQUIPMENT COMPANY	P31125	09/20/2017	2556007	603.00.5300.444.40041	534.44
RUFFRIDGE-JOHNSON	WA00998	09/20/2017	INVE01	603.00.5300.444.40041	1,027.93
RUFFRIDGE-JOHNSON	ca00300	09/20/2017	INVE01	603.00.5300.444.40041	(499.93)
TITAN MACHINERY	804499	09/20/2017	79295	603.00.5300.444.40041	2,643.41
TOTAL TOOL	01238751	09/20/2017	002589	603.00.5300.444.60040	458.00
TOXALERT INTERNATIONAL INC	19101	09/20/2017	9/1/17	603.00.5300.444.40040	232.00
UNIFIRST CORPORATION	090 0377606	09/20/2017	1051948	603.00.5300.444.40065	158.54
UNIFIRST CORPORATION	090 0377606	09/20/2017	1051948	603.00.5300.444.60045	36.39
UNIFIRST CORPORATION	090 0379794	09/20/2017	1051948	603.00.5300.444.40065	158.54
UNIFIRST CORPORATION	090 0379794	09/20/2017	1051948	603.00.5300.444.60045	36.39
UNIFIRST CORPORATION	090 0380898	09/20/2017	1051948	603.00.5300.444.40065	162.25
UNIFIRST CORPORATION	090 0380898	09/20/2017	1051948	603.00.5300.444.60045	36.39
XCEL ENERGY	560524388	09/20/2017	Gas & Electric	603.00.5300.444.40010	60.19
XCEL ENERGY	560524388	09/20/2017	Gas & Electric	603.00.5300.444.40020	1,609.13
Fund: 603 - CENTRAL EQUIPMENT					41,299.42
INNOVATIVE OFFICE SOLUTIONS	SUM-034609	09/20/2017	S28777	604.00.2200.416.60005	123.96
INNOVATIVE OFFICE SOLUTIONS	SUM-034609	09/20/2017	S28777	604.00.2200.416.60010	4,023.82
US BANCORP EQUIPMENT FINANCE, INC.	338520794	09/13/2017	923425	604.00.2200.416.40050	2,858.44
Fund: 604 - CENTRAL STORES					7,006.22
AEP ONSITE PARTNERS, LLC	419-21081782	09/20/2017	9/7/17	605.00.7500.460.40020	2,441.59
COMMON SENSE BUILDING SERVICES, INC.	41757	09/13/2017	AUGUST 2017	605.00.7500.460.40040	3,821.17
CULLIGAN	8/31/17 157-98503022-4	09/20/2017	157-98503022-8	605.00.7500.460.60011	68.37
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	605.00.7500.460.30550	3.50
HILLYARD INC	602653134	09/13/2017	274069	605.00.7500.460.60016	10.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HILLYARD INC	602662629	09/13/2017	274069	605.00.7500.460.60016	383.93
HUEBSCH SERVICES	3925624	09/20/2017	100075	605.00.7500.460.40065	115.98
HUEBSCH SERVICES	3933142	09/20/2017	100075	605.00.7500.460.40065	115.98
LONE OAK COMPANIES	9/15/17	09/20/2017	UTILITY MAILING	605.00.7500.460.50035	1,474.30
MAILFINANCE	N6732198	09/20/2017	9/6/17	605.00.7500.460.40044	1,560.00
METROWIDE PLUMBING LLC	9/14/17	09/20/2017	91180	605.00.7500.460.40040	280.00
OVERHEAD DOOR CO OF THE NORTHLAND	100450	09/13/2017	7/31/17	605.00.7500.460.40040	477.00
SPOK, INC.	A0317493U	09/13/2017	0317493-5	605.00.7500.460.40065	4.57
XCEL ENERGY	560524388	09/20/2017	Gas & Electric	605.00.7500.460.40020	5,865.73
Fund: 605 - CITY FACILITIES					16,622.12
ADVANCEDTEK	88432	09/13/2017	8/22/17	606.00.1400.413.80610	102.94
ALLSTREAM BUSINESS US, INC.	14848595	09/13/2017	887115	606.00.1400.413.50020	1,319.78
ALLSTREAM BUSINESS US, INC.	120388209	09/13/2017	002129	606.00.1400.413.50020	112.50
CDW GOVERNMENT INC	JVV2473	09/13/2017	2394832	606.00.1400.413.80610	3,944.98
CDW GOVERNMENT INC	JXQ1711	09/13/2017	2394832	606.00.1400.413.80610	1,696.02
GENESIS EMPLOYEE BENEFITS, INC	IN1099442	09/20/2017	Payroll	606.00.1400.413.30550	25.70
SOLARWINDS	IN340675	09/13/2017	SW21930046	606.00.1400.413.50070	2,000.00
US INTERNET	110-080034-0047	09/13/2017	110-080034	606.00.1400.413.30700	220.00
WORKS COMPUTING, INC.	28405	09/20/2017	INVER	606.00.1400.413.30700	1,965.00
WORKS COMPUTING, INC.	28406	09/20/2017	INVER	606.00.1400.413.30700	7,020.00
WORKS COMPUTING, INC.	28438	09/20/2017	INVER	606.00.1400.413.50070	1,507.50
WORKS COMPUTING, INC.	28484	09/20/2017	INVER	606.00.1400.413.30700	2,520.00
WORKS COMPUTING, INC.	28578	09/13/2017	INVER	606.00.1400.413.30700	345.00
WORKS COMPUTING, INC.	28579	09/13/2017	INVER	606.00.1400.413.30700	11,520.00
Fund: 606 - TECHNOLOGY FUND					34,299.42
BARR ENGINEERING COMPANY	23190328.16-17	09/13/2017	2016 PROJECT REVIEWS	702.229.2296102	1,488.39
BARR ENGINEERING COMPANY	23190328.16-17	09/13/2017	2016 PROJECT REVIEWS	702.229.2300402	1,046.50
BARR ENGINEERING COMPANY	23190328.16-17	09/13/2017	2016 PROJECT REVIEWS	702.229.2307301	77.50
BARR ENGINEERING COMPANY	23190328.16-17	09/13/2017	2016 PROJECT REVIEWS	702.229.2308101	77.50
CULLIGAN	8/31/17 157-98473242-1	09/20/2017	157-98473242-8	702.229.2286300	68.60
J MICHAEL HOMES INC	9/7/17	09/13/2017	ESCROW RELEASE 9408 ALADIN	702.229.2301802	613.74
J MICHAEL HOMES INC	9/7/17 B	09/13/2017	ESCROW REDUCTION 9408 ALA	702.229.2303102	1,500.00
NORTHERN SERVICE CENTER	19WSVB1727751	09/20/2017	ANNA FREERKS	702.229.2291000	200.00
PIEKARSKI-KRECH, ROSEMARY	9/8/17	09/13/2017	HYDRANT #1707 REFUND	702.229.2294300	1,000.00
Fund: 702 - ESCROW FUND					6,072.23
Grand Total					1,024,132.01

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Debt Financing Consent of Northfield Community Solar Garden Subscription Agreements with SolarStone Community LLC to Northfield Holdco LLC

Meeting Date: September 25, 2017
 Item Type: Consent Agenda
 Contact: Eric Carlson 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson

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

Pursuant to the Community Solar Garden Subscription Agreement with SolarStone Community LLC, the Council is asked to provide its approval of the City's Debt Financing consent of our Northfield Community Solar Garden Subscription Agreements with SolarStone Community LLC to Northfield Holdco LLC.

SUMMARY

On March 28, 2016, the City Council entered in to ten (10) Community Solar Garden Contracts with SolarStone Community LLC that were offered to the City through a collaborative Request for Proposal (RFP) process organized by the Metropolitan Council. The ten contracts the City entered into include the following:

	Location	Met Council Ticket	Randomized Selection
1	Northfield Unit 1	1	137
2	Webster Unit 4	2	138
3	Webster Unit 5	3	140
4	Pine Island Unit 3	5	141
5	Northfield Unit 2	6	142
6	Pine Island Unit 3	7	143
7	Webster Unit 3	8	144
8	Webster Unit 2	9	145
9	Pine Island Unit 2	10	146
10	Webster Unit 1	11	147

The contract(s), SolarStone Community LLC is seeking the City's consent for debt financing of the contracts located at Northfield to Northfield Holdco LLC. Under the terms of the contract the City can not unreasonable withhold our consent. The City Attorney's office advises that consent should be provided.

September __, 2017

BY E-MAIL TRANSMISSION

City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Deutsche Bank Trust Company Americas
60 Wall Street – 16th Floor
MSNYC60-1630
New York, NY 10005
Attention: Project Finance; NRG
Facsimile: (732) 578-4636

Re: Notice of Debt Financing

Ladies and Gentlemen:

Reference is made to the following agreements, each as assigned to Northfield Holdco LLC, a Delaware limited liability company (“**Northfield**”) pursuant to that Assignment and Assumption Agreement, dated as of December 17, 2016, by and between SolarStone Community LLC, a Delaware limited liability company (“**SolarStone Community**”) as Assignor, and Northfield as Assignee (the “**Assignment Agreement**”):

1. Community Solar Garden Subscription Agreement dated April 4, 2016 between the City of Inver Grove Heights, a body politic and corporate, by and through the City of Inver Grove Heights, having an address at 8150 Barbara Ave., Inver Grove Heights, MN 55077 (“**Subscriber**”), and SolarStone Community, LLC a Delaware limited liability company, having an address at 3944 Xerxes Ave S, Minneapolis, MN, together with its assigns (“**Operator**”) subscribing a 20% allocation of Northfield Unit #1, serving the retail service addresses in Inver Grove Heights, MN listed below: (“**Subscription Agreement No. 1**”)

Water Treatment Plant
Babcock Booster Station

2015 75th St E
7400 Babcock Trail;

September __, 2017

2. Community Solar Garden Subscription Agreement dated April 4, 2016 between the City of Inver Grove Heights, a body politic and corporate, by and through the City of Inver Grove Heights, having an address at 8150 Barbara Ave., Inver Grove Heights, MN 55077 (“**Subscriber**”), and SolarStone Community, LLC a Delaware limited liability company, having an address at 3944 Xerxes Ave S, Minneapolis, MN, together with its assigns (“**Operator**”) subscribing a 20% allocation of Northfield Unit #2, serving the retail service addresses in Inver Grove Heights, MN listed below (“**Subscription Agreement No. 2**” and together with Subscription Agreement No.1, the “**Subscription Agreements**”):

Well #8	2307 75 th St E
Well #6	2988 75 th St E
Well #7	7509 Barbara Ave

Capitalized terms used but not otherwise defined shall have the meanings ascribed to them in the Subscription Agreements.

Northfield hereby notifies Subscriber, including pursuant to Section 12.1 of each Subscription Agreement, that (a) Northfield has entered into documents for a debt financing transaction in connection with the System pursuant to a Security Agreement dated on or about the date hereof by and between Northfield and Deutsche Bank Trust Company Americas, as Collateral Agent (“**Collateral Agent**”), and a Financing Agreement, dated as of November 30, 2015, by and among NRG Revolve LLC, Collateral Agent, Wilmington Trust, National Association, as Administrative Agent, Deutsche Bank Trust Company Americas, as Loan Paying Agent, the Lenders party thereto from time to time (the “**NRG Lenders**”), and Deutsche Bank Securities, Inc., as Technical Agent, Lead Arranger, Bookrunner, Structuring Bank and Documentation Agent (as amended, supplemented, or otherwise modified from time to time, the “**Financing Agreement**”), (b) Collateral Agent, the NRG Lenders and the other “Secured Parties” pursuant to the Financing Agreement are hereby each (i) identified as a “Financing Party” as defined in Section 1.1 of each Subscription Agreement and a “Lender” as such term is used in Exhibit B of each Subscription Agreement and (ii) entitled to the rights of a “Lender” as set forth in Exhibit B of each Subscription Agreement, (c) Northfield is the “Owner” as such term is used in Exhibit B of each Subscription Agreement, (d) Collateral Agent is authorized under the Financing Agreement to accept service on behalf of the NRG Lenders and Secured Parties thereunder, (e) that the following contact information (or such other contact information as

may be provided by Collateral Agent from time to time) may be used with respect to the Financing Parties/Lenders designated as such in this letter:

Deutsche Bank Trust Company Americas
60 Wall Street – 16th Floor
MSNYC60-1630
New York, NY 10005
Attention: Project Finance; NRG
Facsimile: (732) 578-4636

and (f) the following contact information may be used with respect to Owner/Operator pursuant to the Assignment Agreement:

Operator:

Northfield Holdco LLC
5790 Fleet Street
Carlsbad, CA 92008
Attention: General Counsel

Pursuant to Section 6.4 of each of the Subscription Agreements, Northfield hereby notifies Subscriber that all payments under each Subscription Agreement by electronic funds transfer shall be made to the following account:

Deutsche Bank Trust Company Americas
60 Wall Street, New York, NY 10005
SWIFT: BKTRUS33
ABA: 021001033
A/C Number: 01419647
Account Name: NYLTD Funds Control - NY
FFC: PORT SB8148.2
REF: NRG Revolve Revenue Account
Attn: Ike Graham

For clarification, Northfield and Subscriber hereby agree:

(a) the reference to “Subscriber’s assets” in Paragraph 3(B) of Exhibit B of each of the Subscription Agreements is a typographical error, and the correct reference should be to “Owner’s assets”, such that Paragraph 3(B) of Exhibit B of each of the Subscription Agreements reads as follows:

“If the Lender or its lawful assignee (including any buyer or transferee) acquires title to or control of Owner’s assets and within the applicable time period

cures all defaults under the Agreement existing as of the date of such change in control in the manner required by the Agreement and which are capable of cure by a third party, then the Lender or such third party buyer or transferee will no longer be in default under the Agreement, and the Agreement will continue in full force and effect.”;

(b) the references to “Exhibit C” in the recitals, in the definition of “Subscriber’s Allocated Percentage”, and in the definition of “Premises” in each of the Subscription Agreements are typographical errors, and the correct reference in each should be to “Schedule 1”; and

(c) the reference to “Exhibit E” in Section 12.1 in each of the Subscription Agreements is a typographical error, and the correct reference should be to “Exhibit B”.

Collateral Agent shall be an express third party beneficiary of this letter, and none of the Financing Parties/Lenders designated as such in this letter shall cease to be Financing Parties/Lenders without the written consent of Collateral Agent. Subscriber shall be deemed to have received notice of this letter as of the date of delivery.

We respectfully request that Subscriber indicates its agreement and acknowledgment of this letter regarding Notice of Debt Financing by countersigning and returning an executed copy of this Notice of Debt Financing by replying via email communication to the authorized agent of Northfield who delivered this Notice of Debt Financing.

[Signature Pages Follow]

Very truly yours,

NORTHFIELD HOLDCO LLC,
as Owner

By: _____
Name: Craig Cornelius
Title: President

Acknowledged and agreed to as of the date
first set forth above:

CITY OF INVER GROVE HEIGHTS

By: _____
Name:
Title:

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
ΔJAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
*BRIDGET McCAULEY NASON
TONA T. DOVE
AARON S. PRICE
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009
•
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◻ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA
ΔALSO ADMITTED IN ARIZONA

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: September 21, 2017
RE: Release of Various Recorded Documents Related to Plat of Windwood 2nd
Addition; September 25, 2017 Council Meeting

Section 1. Background. At the August 28, 2017 Council meeting, the Council approved the final plat of Windwood 2nd Addition together with the related development documents associated with the plat.

The property being platted as Windwood 2nd Addition is Lots 2 and 3, Block 1, Windwood Addition (the "Property"). The Property is being conveyed by Thomas and Inez Mihm to U.S. Home Corporation, a/k/a Lennar (the "Developer"). The Developer has requested that certain documents encumbering title to the Property be released by the City.

The Developer is requesting that the City release the following four (4) documents recorded against the Property:

1. *Agreement* between the City of Inver Grove Heights and Gordon Kogl and Elaine Hornig Kogl was entered into on November 25, 1996 and recorded on January 24, 1997, as Dakota County Document No. 1401345 (the "Agreement").

The purpose of the Agreement was for the owner of the Property to acknowledge that in the future the Property could be served by municipal sewer and water and that when municipal sewer and water were extended into the area surrounding the Property, special assessments could be imposed on the Property to pay for the municipal services.

As part of the re-platting of the Property into Windwood 2nd Addition, the owner of the Property is paying various 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. Because the owner of the Property is paying the related municipal sewer and water fees with the re-platting of the Property, the City has agreed that the Agreement may be released.

2. *Variance* was granted by the City of Inver Grove Heights on November 12, 1996, and recorded on February 4, 1997, as Dakota County Document No. 1403814 (the “Variance”).

The Variance granted by the City allowed the two lots to be platted as Lots 2 and 3, Block 1, Windwood Addition to be less than the required 10.0 acre minimum lot size in a Rural Residential Overlay District.

At this time Lots 2 and 3, Block 1, Windwood Addition are being re-platted into Windwood 2nd Addition. Because of the re-platting, the Variance is no longer necessary and may be released by the City.

3. *Temporary Cul-De-Sac Easement Agreement (65th ½ Street)* was entered into on January 25, 2016 and recorded on June 7, 2016, as Dakota County Document No. 3131353 (“Temporary Easement #1”).

Temporary Easement #1 provides that the easement expires after the recording of the final plat of Lots 2 and 3, Block 1, Windwood Addition, Dakota County, Minnesota. Temporary Easement #1 further provides that the City shall record a release of Temporary Easement #1 upon the re-platting of Lots 2 and 3, Block 1, Windwood Addition.

4. *Temporary Cul-De-Sac Easement Agreement (66th Street)* was entered into on January 25, 2016 and recorded on June 7, 2016, as Dakota County Document No. 3131354 (“Temporary Easement #2”).

Temporary Easement #2 provides that the easement expires after the recording of the final plat of Lots 2 and 3, Block 1, Windwood Addition, Dakota County, Minnesota. Temporary Easement #2 further provides that the City shall record a release of Temporary Easement #1 upon the re-platting of Lots 2 and 3, Block 1, Windwood Addition.

Section 2. Release of Documents. The fee owner of the Lots 2 and 3, Block 1, Windwood Addition has requested that the City release the Agreement, Variance, Temporary Easement #1 and Temporary Easement #2 for the purpose of removing the documents as encumbrances to the title of the property. The City is in a position to release the documents at this time for the reasons set forth above.

Section 3. Council Action. At the September 25th Council meeting, the Council will be asked to consider the following:

- *Release Of Agreement Relating To Future Comprehensive Plan Changes Recorded As Dakota County Document No. 1401345 And Release Of Variance Relating To Lot Size Recorded As Dakota County Document No. 1403814; and*
- *Release Of Temporary Cul-De-Sac Easement Agreement Relating To Lot 3, Block 1, Windwood Addition Recorded As Dakota County Document No. 3131353 And Release Of Temporary Cul-De-Sac Easement Agreement Relating To Lot 2, Block 1, Windwood Addition Recorded As Dakota County Document No. 3131354.*

Copies of the two release documents are attached to this memo. Copies of the underlying four documents to be released are also attached for reference.

Attachments

**RELEASE OF AGREEMENT RELATING TO FUTURE COMPREHENSIVE PLAN
CHANGES RECORDED AS DAKOTA COUNTY DOCUMENT NO. 1401345**

AND

**RELEASE OF VARIANCE RELATING TO LOT SIZE RECORDED AS
DAKOTA COUNTY DOCUMENT NO. 1403814**

This RELEASE OF AGREEMENT RELATING TO FUTURE COMPREHENSIVE PLAN CHANGES RECORDED AS DAKOTA COUNTY DOCUMENT NO. 1401345 AND RELEASE OF VARIANCE RELATING TO LOT SIZE RECORDED AS DAKOTA COUNTY DOCUMENT NO. 1403814 (collectively referred to as "Release") is executed and delivered as of the 25th day of September, 2017, by the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals herein contained, the City recites as follows:

RECITALS:

WHEREAS, an *Agreement* between the City of Inver Grove Heights and Gordon Kogl and Elaine Hornig Kogl was entered into on November 25, 1996 and recorded on January 24, 1997, as Dakota County Document No. 1401345 (the "Agreement"). The Agreement was required by the City as part of the platting of Windwood Addition. The property subject to the Agreement was the Northeast Quarter of the Southeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, which was platted as Windwood Addition. The property platted as Lots 2 and 3, Block 1, Windwood Addition is now being replatted as Windwood 2nd Addition. The property subject to this Release is Lots 2 and 3, Block 1, Windwood Addition (hereafter the "Property").

WHEREAS, the purpose of the Agreement was for the owner of the Property to acknowledge that in the future the Property could be served by municipal sewer and water and that when municipal sewer and water were extended into the area surrounding the Property, special assessments could be imposed on the Property to pay for the municipal services.

WHEREAS, as part of the re-platting of the Property into Windwood 2nd Addition, the owner of the Property is paying various 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.

WHEREAS, as part of the re-platting of the Property into Windwood 2nd Addition, the owner of the Property is also paying 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

WHEREAS, because the owner of the Property is paying the related municipal sewer and water fees with the re-platting of the Property, the City has agreed that the Agreement may be released.

WHEREAS, the fee owner of the Property has requested that the City release the Agreement for the purpose of removing the document as an encumbrance to the title of the Property.

WHEREAS, a *Variance* was granted by the City of Inver Grove Heights on November 12, 1996, and recorded on February 4, 1997, as Dakota County Document No. 1403814 (the "Variance").

WHEREAS, the property subject to the Variance was the Northeast Quarter of the Southeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, which was platted as Windwood Addition. The property platted as Lots 2 and 3, Block 1, Windwood Addition is now being replatted as Windwood 2nd Addition. The property subject to this Release is Lots 2 and 3, Block 1, Windwood Addition (hereafter the "Property").

WHEREAS, the Variance granted by the City allowed the two lots to be platted as Lots 2 and 3, Block 1, Windwood Addition to be less than the required 10.0 acre minimum lot size in a Rural Residential Overlay District. .

WHEREAS, at this time Lots 2 and 3, Block 1, Windwood Addition are being re-platted into Windwood 2nd Addition. Because of the re-platting, the Variance is no longer necessary and may be released by the City. Further, the fee owner of the Property has requested that the City release the Variance for the purpose of removing the document as an encumbrance to the title of the Property.

NOW, THEREFORE, the City hereby confirms and releases the following:

1. The recorded Agreement is hereby released because it is no longer applicable to the Property.
2. The recorded Variance is hereby released because it is no longer applicable to the Property.

3. The City hereby releases the Property from the following recorded documents:
 - Agreement recorded as Dakota County Document No. 1401345
 - Variance recorded as Dakota County Document No. 1403814.
4. The fee owner of the Property may record this Release with the Dakota County Recorder.

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

IN WITNESS WHEREOF, the undersigned has executed this Release as of the day and year first above written.

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 25th day of September, 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

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

**RELEASE OF TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT RELATING
TO LOT 3, BLOCK 1, WINDWOOD ADDITION RECORDED AS DAKOTA COUNTY
DOCUMENT NO. 3131353**

AND

**RELEASE OF TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT RELATING
TO LOT 2, BLOCK 1, WINDWOOD ADDITION RECORDED AS DAKOTA COUNTY
DOCUMENT NO. 3131354**

This RELEASE OF TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT RELATING TO LOT 3, BLOCK 1, WINDWOOD ADDITION RECORDED AS DAKOTA COUNTY DOCUMENT NO. 3131353 AND RELEASE OF TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT RELATING TO LOT 2, BLOCK 1, WINDWOOD ADDITION RECORDED AS DAKOTA COUNTY DOCUMENT NO. 3131354 (collectively referred to as "Release") is executed and delivered as of the 25th day of September, 2017, by the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals herein contained, the City recites as follows:

RECITALS:

WHEREAS, a *Temporary Cul-De-Sac Easement Agreement (65th ½ Street)* was entered into on January 25, 2016 and recorded on June 7, 2016, as Dakota County Document No. 3131353 ("Temporary Easement #1"). The property subject to Temporary Easement #1 is Lot 3, Block 1, Windwood Addition, Dakota County, Minnesota. The property platted as Lot 3, Block 1, Windwood Addition is now being re-platted as Windwood 2nd Addition.

WHEREAS, Temporary Easement #1 provides that the easement expires after the recording of the final plat of Lots 2 and 3, Block 1, Windwood Addition, Dakota County, Minnesota. Temporary Easement #1 further provides that the City shall record a release of Temporary Easement #1 upon the re-platting of Lots 2 and 3, Block 1, Windwood Addition.

WHEREAS, at this time, Lots 2 and 3, Block 1, Windwood Addition are being re-platted into Windwood 2nd Addition.

WHEREAS, the fee owner of the Lots 2 and 3, Block 1, Windwood Addition has requested that the City release Temporary Easement #1 for the purpose of removing the document as an encumbrance to the title of the property.

WHEREAS, a *Temporary Cul-De-Sac Easement Agreement (66th Street)* was entered into on January 25, 2016 and recorded on June 7, 2016, as Dakota County Document No. 3131354 ("Temporary Easement #2"). The property subject to Temporary Easement #2 is Lot 2, Block 1, Windwood Addition, Dakota County, Minnesota. The property platted as Lot 2, Block 1, Windwood Addition is now being re-platted as Windwood 2nd Addition.

WHEREAS, Temporary Easement #2 provides that the easement expires after the recording of the final plat of Lots 2 and 3, Block 1, Windwood Addition, Dakota County, Minnesota. Temporary Easement #2 further provides that the City shall record a release of Temporary Easement #1 upon the re-platting of Lots 2 and 3, Block 1, Windwood Addition.

WHEREAS, at this time, Lots 2 and 3, Block 1, Windwood Addition are being re-platted into Windwood 2nd Addition.

WHEREAS, the fee owner of the Lots 2 and 3, Block 1, Windwood Addition has requested that the City release Temporary Easement #2 for the purpose of removing the document as an encumbrance to the title of the property.

NOW, THEREFORE, the City hereby confirms and releases the following:

1. The recorded Temporary Easement #1 is hereby released with respect to Lot 3, Block 1, Windwood Addition.
2. The recorded Temporary Easement #2 is hereby released with respect to Lot 2, Block 1, Windwood Addition.
3. The City hereby releases Lots 2 and 3, Block 1, Windwood Addition from the following recorded documents:
 - Temporary Easement #1
 - Temporary Easement #2
4. The fee owner of Lots 2 and 3, Block 1, Windwood Addition may record this Release with the Dakota County Recorder.

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

IN WITNESS WHEREOF, the undersigned has executed this Release as of the day and year first above written.

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 25th day of September, 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

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

AGREEMENT

THIS AGREEMENT made, entered into and effective this 25th day of November, 1996, by and between the City of Inver Grove Heights (City), a Minnesota municipal corporation, and Gordon Kogl and Elaine Hornig Kogl, husband and wife, hereafter referred to, joint and severally, as Landowner. Based on the covenants, representations and warranties contained herein, the parties do hereby agree as follows.

ARTICLE 1 RECITALS

RECITAL NO. 1. Landowner is the fee title owner of the northeast quarter of the southeast quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota. Such property is hereafter referred to as the Subject Property. The Subject Property is within the corporate boundaries of the City of Inver Grove Heights.

RECITAL NO. 2. Landowner has applied to the City for a plat application whereby Landowner seeks to plat the Subject Property into Windwood Addition.

RECITAL NO. 3. At the present time, the Subject Property does not have available to it municipal sewer and water. The proposed plat of Windwood Addition would show three (3) lots such that one lot would be approximately twenty (20) acres, another lot would be approximately ten (10) acres and the third lot would be approximately ten (10) acres. Such large lots are being platted based on the current circumstance that municipal sewer and water is not available to the Subject Property.

RECITAL NO. 4. The City is currently in the process of updating its comprehensive land use plan as well as its transportation plan as well as its utility plan for the entire City. Such updating will include a review of the extension of sewer and water into areas of the City that are not now currently served by such sewer and water. The municipal plan update may result in the City deciding that as part of its comprehensive plan the Subject Property as well as other adjoining property would be proposed to be served at some point in the future with municipal sewer and municipal water. Nonetheless, at this time, no decisions have as yet been made with respect to the proposed comprehensive plan and the updating of the comprehensive plan is at this time only in the study phase with public hearings and final decision by the City Council to follow at a later time.

RECITAL NO. 5. In reviewing the plat for the Subject Property, a number of conditions were imposed by the City, one of which was that the Landowner acknowledge that the comprehensive plan is in the process of being updated and at some future time the City could make a decision to extend sewer and water to the Subject Property, although such decision has not as yet been made. One purpose of such condition was to place the Landowner as well as subsequent owners of the Subject Property on notice of the fact that even though the Subject Property is allowed to be platted at this time into large acre lots there may be the occasion in

the future when municipal sewer and water would be extended to the Subject Property together with the levying of the commensurate special assessments for such utilities.

RECITAL NO. 6. The other conditions imposed for approval of the plat have been met by the Landowner and the City is willing to approve the plat upon the Landowner executing this instant Agreement.

ARTICLE 2

APPROVAL OF PLAT AND ACKNOWLEDGEMENT OF LANDOWNER OF POSSIBLE COMPREHENSIVE PLAN CHANGES

2.1 APPROVAL OF PLAT. The City does hereby approve the plat of Windwood Addition. Such plat shall be recorded by the Landowner within thirty (30) days after the date of this Agreement.

**2.2 ACKNOWLEDGEMENT BY LANDOWNER OF FUTURE
COMPREHENSIVE PLAN CHANGES.** The Landowner for themselves, their heirs, successors and assigns do hereby acknowledge the following:

- a. That the City is currently engaged in the process of updating the City's comprehensive plan relating to land use, transportation, utilities and more particularly the extension of municipal sewer and water in various areas of the City;
- b. That although no decision has been made with respect to the updating of the comprehensive plan, one possibility is that the plan could be changed so as to include the Subject Property within an area that would at some point in the future be served by municipal sewer and water; and
- c. That when municipal sewer and water are extended into any area, there are usually imposed special assessments on the property to pay for the municipal services.

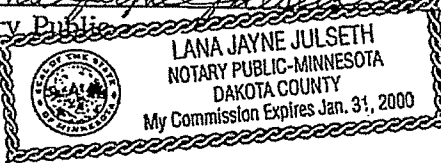
2.3 BINDING EFFECT. This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns, and this Agreement shall run with the Subject Property and with the plat of Windwood Addition in as much as the Subject Property is being platted into Windwood Addition.

2.4 RECORDING. The Landowner shall record this Agreement within thirty (30) days after the date hereof and shall provide evidence to the City of the recording of this instrument.

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

ss:

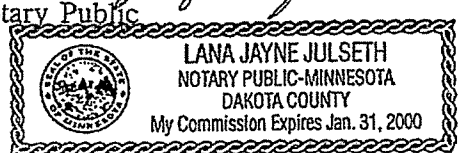
On this 25th day of November, 1996, before me a Notary Public within and for said County, personally appeared Joseph Atkins and Loretta Garrity to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Lana Jayne Julseth
Notary Public


STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

ss.

The foregoing was acknowledged before me this 25th day of November, 1996, by Gordon Kogl and Elaine Hornig Kogl, husband and wife.

Lana Jayne Julseth
Notary Public


THIS INSTRUMENT WAS DRAFTED BY:

Return
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord, Suite 400
P.O. Box 298
South St. Paul, MN 55075
Telephone (612) 451-1831

After recording, please return this document to:

Allan Hunting
Inver Grove Heights Planner
Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

1401345

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA
CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

JAN 24 9 07 AM '97

DOC. NO. **1401345**
JAMES N. DOLAN COUNTY RECORDER
BY *[Signature]* Deputy
FEE 5.00 SURCHARGE 4.50
CASH ☐ CHECK ☒ ESCROW ☐
WELL ☐ CHARGE ☐
CHARGE TO: _____
O/R _____

DO NOT REMOVE

*LeVander, Giller
& Miller*

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

CITY OF INVER GROVE HEIGHTS

By: *[Signature]*
Joseph Atkins
Its Mayor

By: *[Signature]*
Loretta Garrity
Its Deputy Clerk

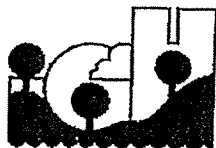
[Signature]
Gordon Kogl

[Signature]
Elaine ~~Hornig~~ Kogl
HORNIG - E.H.K.

COPY DEL'D

T1a 2/3/97

1403814



City of
INVER GROVE HEIGHTS

8150 BARBARA AVENUE • INVER GROVE HEIGHTS, MN 55077 • TELEPHONE (612) 450-2500 • FAX (612) 450-2502

STATE OF MINNESOTA

COUNTY OF DAKOTA

CITY OF INVER GROVE HEIGHTS

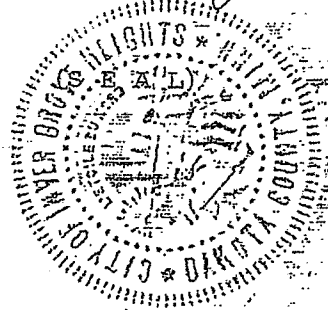
This is to certify that the attached copy of pages 4&5 of council minutes of November 12, 1996 wherein the City Council of Inver Grove Heights approved the request of Gordon Kogl for a Variance to allow two lots to be less than the required 10.0 acre minimum lot size in the RR, Rural Residential Overlay District, for property described as:

NE 1/4 OF S/E 1/4 OF SECTION 6, T27N, R22W, DAKOTA COUNTY,
MINNESOTA (Legal attached; Resolution 6726)

is a true and correct copy of the original on file in the office of the City Clerk, City of Inver Grove Heights, Dakota County, Minnesota.

Loretta Garrity
Loretta Garrity, Deputy Clerk

DATED: January 8, 1997



RECEIVED

FEB 03 1997

Transfer Entered This 3rd
day of February, 1997
Thomas V. Novak
Dakota County Treasurer-Auditor

CITY COUNCIL OF INVER GROVE HEIGHTS - NOVEMBER 12, 1996 - PAGE 4

Councilmember Howard expressed concern that the property is being platted and a variance granted prior to updating the Comprehensive Plan in the case that the land use could be changed. He proposed that some type of notice be recorded with the plat to notify prospective land owners that there is a strong possibility of sewer and water being added to the area in the near future. Councilmembers concurred.

Motion by Tourville, seconded by Klein, to approve the Preliminary Plat for a 3-lot subdivision, Bishop Heights, as requested by Gordon Kogl for property located AT 6637 South Robert Trail, subject to the following conditions:

APPROVE PRELIM-
PLAT WINWOOD
ADDITION
GORDON KOGL

1. The final plat shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified herein:

Preliminary Plat/Overlay Plan dated 10/7/96

2. The proposed private driveway system shall be approved by the City Council.
3. A cross access easement shall be prepared by the applicant and submitted for review by the City Attorney prior to final plat approval.
4. The plat shall be subject to the review and approval of the Director of Public Works.
5. The plat shall be subject to the review and approval of MnDOT.
6. A soil boring analysis identifying two drainfield locations per lot shall be submitted to the City and reviewed and approved by the Chief Building Official prior to final plat review.
7. Park dedication shall be subject to the recommendation of the Park and Recreation Commission.
8. A notice be prepared by the City Attorney and recorded with the property alerting future land owners that the character of the area may change with the extension of city sewer and water along South Robert Trail and that all properties may be assessed for these sewer and water improvements.

Ayes: Tourville, Atkins, Klein, Howard, Schmidt.

Nays: None. Motion carried.

Motion by Tourville, seconded by Klein, to adopt Resolution No. 6726 titled RESOLUTION APPROVING A VARIANCE TO ALLOW TWO LOTS TO BE LESS THAN THE REQUIRED 10.0 ACRE MINIMUM LOT SIZE IN THE RR, RURAL RESIDENTIAL OVERLAY DISTRICT, as requested by Gordon Kogl for property located at 6637 South Robert Trail subject to the following condition:

RESOLUTION 6726
APPROVE VARIANCE
GORDON KOGL

CITY OF INVER GROVE HEIGHTS - NOVEMBER 12, 1996 - PAGE 5

1. The site shall be constructed in substantial conformance with the following plan on file with the Planning Division except as may be modified herein:

Site Plan

dated October 7, 1996

Hardship is based on the fact that the requirement of land dedication for public street right-of-way reduces the land area under minimum lot size standards.

Ayes: Tourville, Atkins, Klein, Howard, Schmidt.

Nays: None. Motion carried.

Mr. Link introduced the request of Metro Nissan for minor amendment to the existing CUP for outdoor display and storage for new car sales to allow a second access onto 50th street to be used for vehicle/service deliveries. He noted the item was tabled at the October 28 meeting to provide additional information and notify neighboring owners of the proposed driveway.

METRO NISSAN
CUP AMENDMENT

Terry Krieger, Project Architect, informed Council that she had spoken to the owners of the adjacent property and received no objection to the second access onto 50th Street.

Councilmember Tourville proposed that the driveway grade should be cut down to prevent vehicle lights from disturbing neighboring residents. He also suggested that the removal of some parking spaces might help to relieve the congestion in the parking lot.

David Phillips, representing Metro Nissan, stated they are willing to work with the City in changing the grading of the driveway.

Brief discussion regarding the site plan and options for improving the crowded conditions followed.

Motion by Howard, seconded by Klein, to adopt Resolution No. 6727 titled RESOLUTION APPROVING A MINOR AMENDMENT TO A CONDITIONAL USE PERMIT TO OPERATE AN OPEN SALES LOT AND STORAGE LOT FOR AN AUTOMOBILE DEALERSHIP IN THE B-3 GENERAL BUSINESS DISTRICT, as requested by Metro Nissan for property described as Lot 1, Block 1, Metro Nissan Addition, subject to the following conditions:

RESOLUTION 6727
APPROVE MINOR
CUP AMENDMENT
METRO NISSAN

1. The property shall be developed and maintained in substantial conformance with the following plans on file with the Planning Division except as modified by the conditions herein:

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

RESOLUTION NO. 6726

RESOLUTION APPROVING A VARIANCE TO ALLOW TWO LOTS TO BE LESS THAN THE REQUIRED 10.0 ACRE MINIMUM LOT SIZE IN THE RR, RURAL RESIDENTIAL OVERLAY DISTRICT.

CASE NO. 96-80S

Property located at 6637 South Robert Trail

WHEREAS, an application from the platting requirements to permit Lots 2 and 3 to be less than the required 10.0 acre minimum lot size in the RR, Rural Residential Overlay District for property located at 6638 South Robert Trail;

WHEREAS, the aforescribed property is currently zoned RR, Rural Residential Overlay Zoning District;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) 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 Section 515.59, Subd. 3;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on October 22, 1996, in accordance with City Code Section 515.59, Subd. 5;

WHEREAS, a hardship was found to exist, not based on economic reasons. Rather, the hardship is based on the fact that the requirement of land dedication for public street right-of-way reduces the land area under minimum lot size standards;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Variance to permit setbacks to allow Lots 2 and 3 to be less than the required 10.0 acre minimum lot size in the RR, Rural Residential Overlay District;

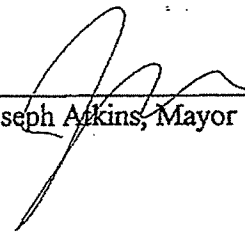
1. The site shall be constructed in substantial conformance with the following plan on file with the Planning Division except as may be modified herein:

Site Plan

dated October 7, 1996

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

Adopted by the City Council of Inver Grove Heights this 12th day of November, 1996.

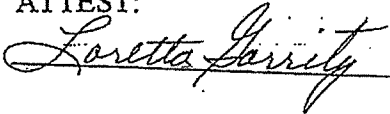


Joseph Atkins, Mayor

Ayes: 5

Nays: 0

ATTEST:



Loretta Garity

EXHIBIT A

NOW ALL MEN BY THESE PRESENTS: That Gordon Kogl, fee owner of the following described property situated in the State of Minnesota, County of Dakota, to-wit:

The Northeast Quarter of the Southeast Quarter of Section 6, Township 27, Range 22.

1403814

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA

CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

FEB 4 12 45 PM '97

DOC. NO. 1403814

JAMES N. DOLAN, COUNTY RECORDER

By: DBH Deputy

FEE 150 SURCHARGE 450

CASH ☐ CHECK ☐ ESCROW ☐

WELL ☐ CHARGE ☒

CHARGE TO: Anna Shore Heights

O/R _____

DO NOT REMOVE

City of Anna Shore Hts

Receipt:# 437987

3131353

EASE \$46.00



Return to:
SIMPLIFILE
4844 NORTH 300 W #202

Recorded on: 6/7/2016 12:18 PM

By: CGK, Deputy

PROVO UT 84604

Office of the County Recorder
Dakota County, Minnesota
Joel T. Beckman, County Recorder

TEMPORARY CUL-DE-SAC
EASEMENT AGREEMENT
(65th ½ Street)

THIS TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT (Agreement) is made this 25th day of January, 2016, between Thomas C. Mihm and Inez A. Mihm, husband and wife ("Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota ("City").

Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does grant and convey to the City, its successors and assigns, a temporary easement for street, drainage and utility purposes over, under, across and through real property located in Dakota County, Minnesota, legally described and depicted on the attached **Exhibit A** (hereafter referred to as the "Easement Area"), including the right of the City, its contractors, agents and servants to enter upon the Easement Area at all reasonable times for purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration purposes and all such purposes ancillary thereto, and to maintain the above Easement Area, any improvements and any underground pipes, conduits, or mains together with the right of City, its contractors, agents and servants to remove from the Easement Area trees, brush, undergrowth and other obstructions, as well as the right to deposit earthen materials in and upon the Easement Area.

This temporary easement shall expire after the recording of the final plat of the re-plat of Lots 2 and 3, Block 1, Windwood Addition, Dakota County, Minnesota.

Within 30 days after expiration of this Easement, the City, at its own expense, will record with the Dakota County Recorder, a release of this Agreement.

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 Easement Area or 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, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statute Chapter 466.

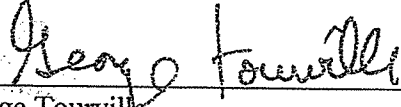
Landowner, for themselves and their successors and assigns, do covenant with the City, its successors and assigns, that they are well seized in fee of the lands and premises described on Exhibit A and have good right to grant and convey the easement herein to the City.

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

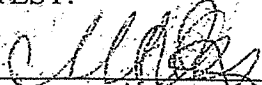
IN WITNESS WHEREOF, Landowner and the City have executed this Temporary Cul-de-sac Easement Agreement the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By:


George Tourville
Its: Mayor

ATTEST:

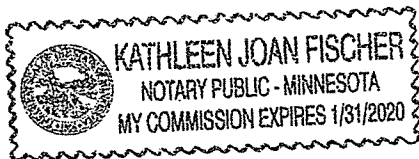

Michelle Tesser, City Clerk

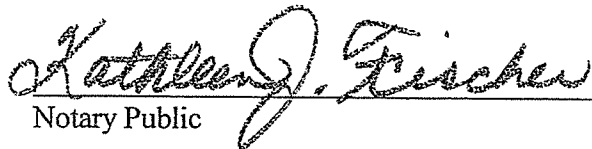
STATE OF MINNESOTA)

) ss.

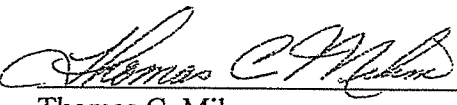
COUNTY OF DAKOTA)

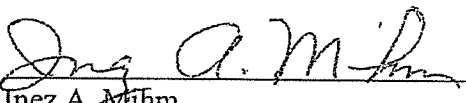
On this 25th day of January, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.




Notary Public

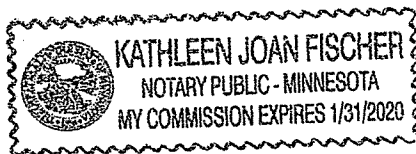
LANDOWNER:

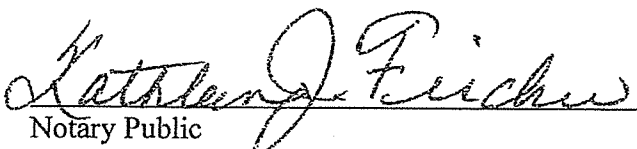
By: 
Thomas C. Mihm

By: 
Inez A. Mihm

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 27th day of January, 2016, before me a Notary Public within and for said County, personally appeared Thomas C. Mihm and Inez A. Mihm, husband and wife and Thomas C. Mihm and Inez A. Mihm, husband and wife, did acknowledge the foregoing instrument.




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
DESCRIPTION AND DEPICTION OF EASEMENT AREA

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

A temporary cul-de-sac easement over, under, and across that part of Lot 3, Block 1, WINDWOOD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows;

Beginning at the northwest corner of said Lot 3; thence on an assumed bearing South 01 degrees 01 minutes 00 seconds East along the west line of said Lot 3, a distance of 243.83 feet; thence North 88 degrees 59 minutes 00 seconds East, a distance of 100.00 feet, thence North 01 degrees 01 minutes 00 seconds West, a distance of 125.00 feet, thence South 88 degrees 59 minutes 00 seconds West, a distance of 75.00 feet; thence North 01 degrees 01 minutes 00 seconds West, a distance of 118.50 feet to the north line of said Lot 3, thence South 88 degrees 59 minutes 00 seconds West, a distance of 25.00 feet to the point of beginning.

Proposed Easement Area: 15,467 Sq. Ft.

TEMPORARY CUL-DE-SAC EASEMENT "A" DESCRIPTION

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Proposed Easement Area: 15,467 Sq. Ft.

Proposed Easement Area

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

Dated this 10th day of November, 2013.

SATHRE-BERGQUIST, INC.

David R. Bergquist, P.L.S.

per-bergquist.com

Minnesota License No. 45214



TEMPORARY CUL-DE-SAC EASEMENT "B" DESCRIPTION

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Commencing at the northwest corner of said Lot 2; thence on an assumed bearing South 01 degrees 01 minutes 00 seconds East along the west line of said Lot 2, a distance of 360.26 feet to the point of beginning; thence continuing along said west line, a distance of 130.00 feet; thence North 88 degrees 59 minutes 00 seconds East, a distance of 120.00 feet; thence North 01 degrees 01 minutes 00 seconds West, a distance of 130.00 feet; thence South 88 degrees 59 minutes 00 seconds West, a distance of 120.00 feet to the point of beginning.

Proposed Easement Area: 15,660 Sq. Ft.

65TH STREET WEST

NORTH LINE LOT 3

EASEMENT "A"

N01°01'00"W 125.00

S00°59'00"W 100.00

S00°59'00"W 100.00

N01°01'00"W 118.50

WINDWOOD

BLOCK 1

LOT 3

WINDWOOD

LOT 2

EASEMENT "B"

N01°01'00"W 130.00

S00°59'00"W 120.00

S00°59'00"W 120.00

N01°01'00"W 130.00

WEST LINE OF LOT 3, BLOCK 1, WINDWOOD ADDITION

S01°01'00"E 1277.81

WEST LINE OF LOT 2, BLOCK 1, WINDWOOD ADDITION

65TH STREET WEST

NORTHWEST CORNER LOT 3

65TH 1/2 STREET

PROPOSED
OUTLOT C

RIDGE

66TH STREET

JOB #: 1920-005

REVISIONS

FIELD CREW:

DRAWN BY: EMW

CHECKED BY: DEP

DATE: 11-05-15



SATHRE-BERGQUIST, INC.

150 SOUTH BRADWAY, MINNETONKA, MN 55361 (612) 476-6200

EASEMENT EXHIBIT

PREPARED FOR
JIM DEANOVIC

Section 06 - Township 27 - Range 22

80 40 0 40 80 160

SCALE IN FEET

Receipt:# 437987

3131354

EASE \$46.00



Return to:
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By: CGK, Deputy

PROVO UT 84604

Office of the County Recorder
Dakota County, Minnesota
Joel T. Beckman, County Recorder

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(66th Street)

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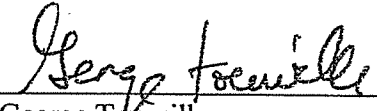
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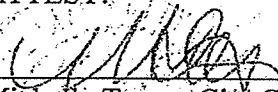
[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Landowner and the City have executed this Temporary Cul-de-sac Easement Agreement the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By: 
George Tourville
Its: Mayor

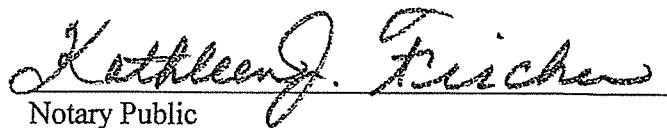
ATTEST:


Michelle Tesser, City Clerk

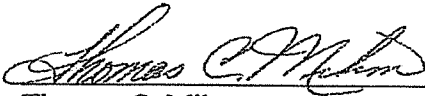
STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

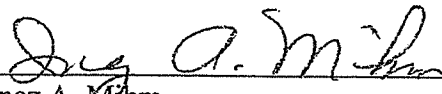
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Notary Public

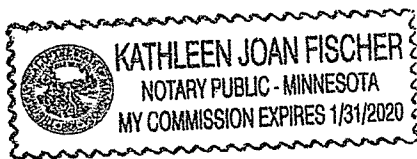
LANDOWNER:

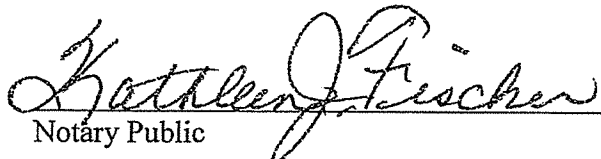
By: 
Thomas C. Mihm

By: 
Inez A. Mihm

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 9th day of January, 2016, before me a Notary Public within and for said County, personally appeared Thomas C. Mihm and Inez A. Mihm, husband and wife and Thomas C. Mihm and Inez A. Mihm, husband and wife, did acknowledge the foregoing instrument.




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
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Proposed Easement Area: 15,600 Sq. Ft.

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Proposed Easement Area: 15,467 Sq. Ft.

Proposed Easement Area

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

Dated this 14th day of November, 2015.

SATHRE-BERGQUIST, INC.

David R. Sathre, PLS
Minnesota License No. 40311
dsathre@sathre.com

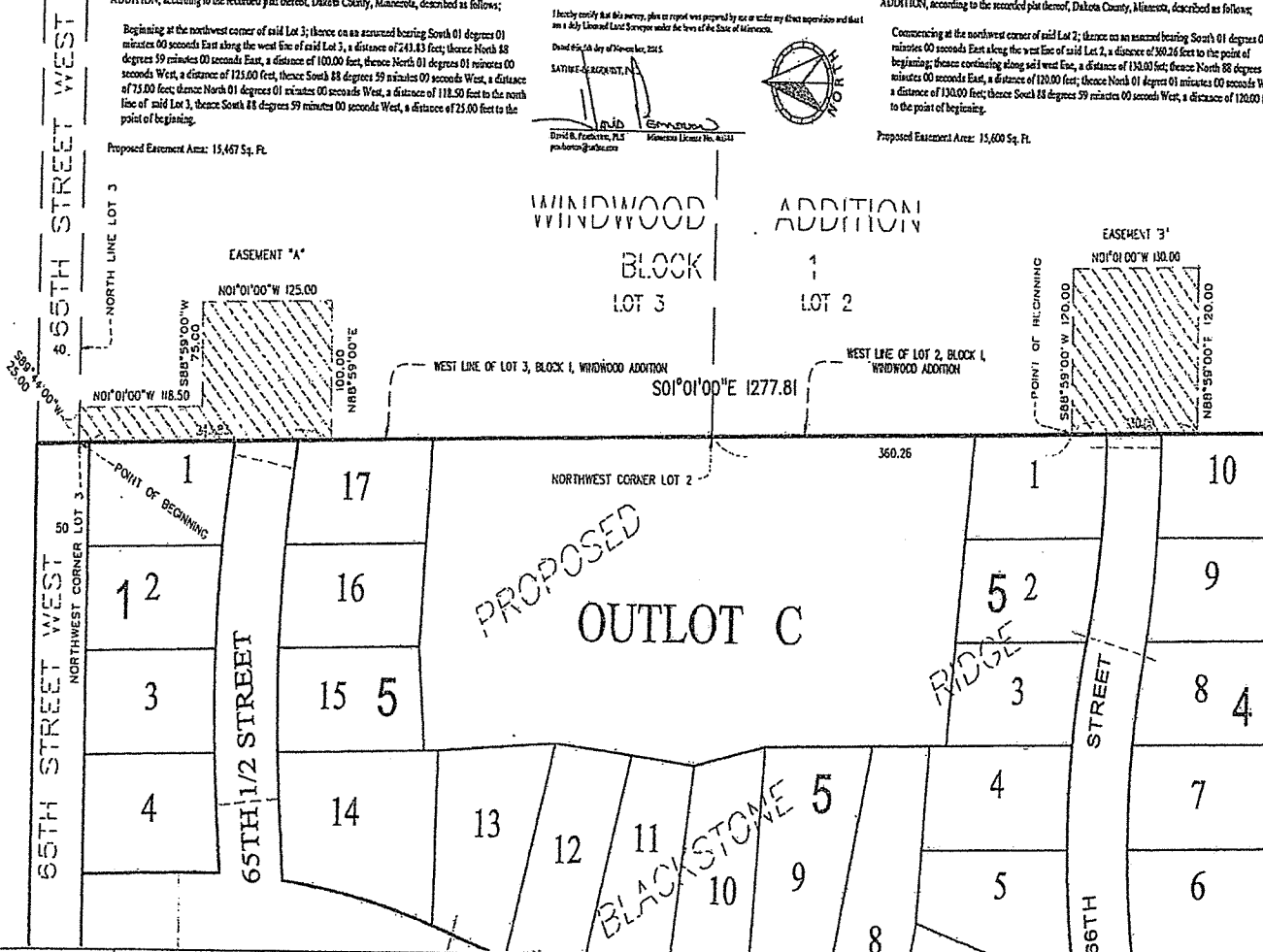


TEMPORARY CUL-DE-SAC EASEMENT "B" DESCRIPTION

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Proposed Easement Area: 15,600 Sq. Ft.



JOB #: 1920-008	REVISIONS	 SATHRE-BERGQUIST, INC. 110 SOUTH BROADWAY, MINNEAPOLIS, MN 55401 (612) 476-8000	EASEMENT EXHIBIT PREPARED FOR JIM DEANOVIC	Section 06 - Township 27 - Range 22
FIELD CREW:				
DRAWN BY: EMW				SCALE IN FEET
CHECKED BY: DSP				
DATE: 11-05-15				

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approval of Extension Liquor License Permit for Mississippi Pub, 4455 66th Street E.**Meeting Date:** September 25, 2017**Item Type:** Consent Agenda**Contact:** Michelle Tesser, 651-450-2513**Prepared by:** Michelle Tesser, City Clerk**Reviewed 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:

Consider Request of Mississippi Pub, 4455 66th Street East to extend their existing Liquor License sales area to a designed outdoor area temporarily during the dates of October 8, 2017 and October 9, 2017.

SUMMARY:

Joe Harms has made a request to extend the liquor sales area of Mississippi Pub to the parking lot temporarily during the dates of October 8, 2017 and October 9, 2017. No alcoholic beverages will be consumed outside of the enclosed area, and colored wristbands will be utilized for age verification purposes. Security personnel will be on-hand throughout the events.

Joe Harms will continue to work with Lieutenant Josh Otis and Fire Marshall Jeff Schadeegg as the event date nears to receive input regarding the proposed outdoor sales and other safety issues related to the event.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 3 for City Project No. 2016-09E – Bancroft Way Area Reconstruction

Meeting Date: September 25, 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

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 Pay Voucher No. 3 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.

I recommend approval of Pay Voucher No. 3, in the amount of \$111,446.52 for work on City Project No. 2016-09E – Bancroft Way Area Reconstruction.

TJK/nh

Attachments: Pay Voucher No. 3

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

ESTIMATE NO: 3 (Three)
DATE: September 25, 2017
PERIOD ENDING: August 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.....\$965,121.82
Less Retained (5%)\$48,256.09
Less Previous Payment\$805,419.21
Total Approved for Payment this Voucher.....\$111,446.52
Total Payments including this Voucher\$916,865.73

Approvals:

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

Signed by: Thomas J. Kaldunski September 25, 2017
Thomas J. Kaldunski, City Engineer

Signed by: _____
McNamara Contracting, Inc. Date

Signed by: _____
George Tourville, Mayor September 25, 2017

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	1524.00	\$ 5.00	\$ 8,370.00	\$ 7,620.00
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	1174.59	\$ 4.00	\$ 22,980.00	\$ 4,698.36
19	2331.604	EDGE MILL BITUMINOUS SURFACE	SY	37.00	105.00	\$ 17.00	\$ 629.00	\$ 1,785.00
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	1660.28	\$ 42.00	\$ 75,012.00	\$ 69,731.76
24	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2.E), 6.0" - DRIVEWAY	TON	566.00	199.60	\$ 75.00	\$ 42,450.00	\$ 14,970.00
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		\$ 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	2.00	\$ 125.00	\$ 2,500.00	\$ 250.00
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	64.00	\$ 27.00	\$ 4,077.00	\$ 1,728.00

39	2531.604	HIGH EARLY STRENGTH CONCRETE	CY	100.00		\$	15.00	\$	1,600.00	\$	-
40	2540.601	MAILBOX MAINTENANCE	LS	1.00	1.00	\$	3,150.00	\$	3,150.00	\$	3,150.00
41	2563.601	TRAFFIC CONTROL ALLOWANCE	LS	1.00	1.12	\$	10,000.00	\$	10,000.00	\$	11,200.00
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 \$ 701,716.82

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	23.00	\$ 150.00	\$ 3,450.00	\$ 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	23.00	\$ 60.00	\$ 1,380.00	\$ 1,380.00
7	2506.521	INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	23.00	20.00	\$ 775.00	\$ 17,825.00	\$ 15,500.00

Schedule 4 Subtotal: \$ 40,455.00 \$ 30,130.00

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	20.00	\$ 10.00	\$ 1,600.00	\$ 200.00
6	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	8.00	1.00	\$ 104.00	\$ 832.00	\$ 104.00
7	2504.602	4"x4" TEE (DRAIN TILE TO PVC)	EACH	8.00	1.00	\$ 40.00	\$ 320.00	\$ 40.00
8	2504.602	4" KNIFE VALVE AND BOX	EACH	8.00	1.00	\$ 300.00	\$ 2,400.00	\$ 300.00
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 \$ 2,744.00

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	\$ 701,716.82
2	Storm Sewer Improvements	\$ 166,039.00	\$ 158,537.00
3	Rain Garden Improvements	\$ 87,932.00	\$ 2,744.00
4	Water Main Improvements	\$ 54,429.00	\$ 54,955.00
5	Sanitary Sewer Improvements	\$ 40,455.00	\$ 30,130.00
6	Babcock Trail Culvert Crossing	\$ 23,560.00	\$ 17,039.00
Total Base Cost		\$ 1,356,207.30	\$ 965,121.82
Change Order No. 1		\$ (43,986.00)	
Change Order No. 2		\$ 16,038.00	
Total Contract Amount		\$ 1,328,279.30	
Contract Work Completed To Date			\$ 965,121.82
Retainage		5.00%	\$ 48,256.09
Previous Payments			\$ 805,419.21
Amount Due This Partial Payment #3			\$ 111,446.52

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 1 and Resolution Accepting Work for City Project 2017-06 – Pedestrian Ramp Compliance

Meeting Date: September 25, 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

SB

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 (440), CDBG Grant

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 1 and resolution accepting work for City Project 2017-06 – Pedestrian Ramp Compliance.

SUMMARY

The improvements were ordered as part of the City's Americans With Disabilities Act Transition Plan improvement recommendations. The contract was awarded in the amount of \$73,419.00 to Standard Sidewalk, Inc. on July 18, 2017 for City Project 2017-06 – Pedestrian Curb Ramp Compliance. The Award of Contract included Change Order No. 1, which reduced pay quantities by \$7,671.00 by eliminating one pedestrian ramp, known as Area 9. The contract amount with Change Order No. 1 totals \$65,748.00

Final Compensating Change Order No. 2, in the amount of \$14,238.25, is for reducing the amount to reflect the actual quantities in the work that was performed. The City is eligible for a CDBG Grant up to \$47,003.00 for the project. The balance is funded by the City's PMP.

The contractor has completed the contract work in accordance with the contract plans and specifications.

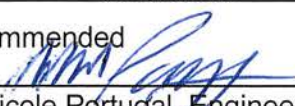
I recommend approval of Final Compensating Change Order No. 2, in the amount of \$14,238.25 (revised contract amount \$51,509.75) Final Pay Voucher No. 1 in the amount of \$51,509.75, and resolution accepting work for City Project 2017-06 – Pedestrian Curb Ramp Compliance

TJK/np

Attachments: Final Compensating Change Order No. 2
 Final Pay Voucher No. 1
 Resolution Accepting Work
 Engineer's Report

FINAL COMPENSATING CHANGE ORDER NO. 2

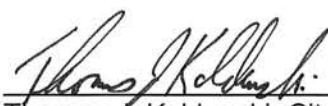
CITY PROJECT 2017-06 PEDESTRIAN CURB RAMP COMPLIANCE

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 Contractor: Standard Sidewalk, Inc. P.O. Box 490504 Blaine, MN 55449	Date of Issuance: September 1, 2017 Engineer: City Engineer
<u>Purpose of Change Order</u> Original work was estimated to cost a total of \$73,419.00, the completed project came out to cost \$51,509.75. Change Order No. 1 eliminated Area 9, which reduced pay quantities by \$7,671.00. This Change Order No. 2 is for reducing the amount to reflect the actual quantities in the work that was performed, in the amount of \$14,238.25	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$73,419.00	Original Contract Time:
Previous Change Orders No. __1__ to No. __1__ (\$7,671.00)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$65,748.00	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order 2 (\$14,238.25)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$51,509.75	Contract Time with Approved Change Orders
Recommended By:  Nicole Portugal, Engineering Technician	Approved By: _____ Standard Sidewalk, Inc.

Approved By:

Approved By:

Date of Council Action:


Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

September 25, 2017

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: One (1) FINAL
DATE: September 1, 2017
PERIOD ENDING: August 31, 2017
CONTRACT: 2017-06 – Pedestrian Curb Ramp Compliance
PROJECT NO: 2017-06 – Pedestrian Curb Ramp Compliance

TO: Standard Sidewalk, Inc.
P.O. Box 490504
Blaine, MN 55449

Original Contract Amount \$73,419.00
Total Addition \$0.00
Total Deduction (Change Order No. 1 & 2) \$21,909.25
Total Contract Amount..... \$51,509.75
Total Value of Work to Date..... \$51,509.75
Less Retained (0%) \$0.00
Less Previous Payment \$0.00
Total Approved for Payment this Voucher..... \$51,509.75
Total Payments including this Voucher \$51,509.75

Approvals:

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

Signed by:  September 1, 2017
Thomas J. Kaldunski, City Engineer

Signed by: _____
Standard Sidewalk, Inc. _____
Date

Signed by: _____
George Tourville, Mayor September 25, 2017

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

**RESOLUTION ACCEPTING WORK OF STANDARD SIDEWALK, INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$51,509.75**

**2017 PEDESTRIAN CURB RAMP COMPLIANCE
CITY PROJECT 2017-06 – PEDESTRIAN CURB RAMP COMPLIANCE**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated July 18, 2017, Standard Sidewalk, Inc. satisfactorily completed improvements and appurtenances for the 2017 Pedestrian Curb Ramp Compliance, City Project 2017-06 – Pedestrian Curb Ramp Compliance.

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

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

Adopted by the City Council of Inver Grove Heights this 25th day of September 2017

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT 2017-06 PEDESTRIAN RAMP
COMPLIANCE**

September 25, 2017

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Standard Sidewalk, Inc. The work consisted of 2017 pedestrian ramp compliance.

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

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

ORIGINAL CONTRACT PRICE	\$73,419.00
CHANGE ORDERS	(\$21,909.25)
FINAL CONTRACT AMOUNT	\$51,509.75
FINAL VALUE OF WORK	\$51,509.75
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$51,509.75

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving the Petition Requesting Street Reconstruction and Street Lighting for Atwater Path

Meeting Date: September 25, 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

SAT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the petition requesting street reconstruction and street lighting for Atwater Path.

SUMMARY

This action is in response to a petition received from residents along Atwater Path (see attached petition and area map). They have been in contact with Public Works to express interest in a new road and street lighting. A review of the project area indicates that 11 of the 22 property owners in this neighborhood have signed the petition in support of the improvements.

This project will be reviewed as additional geotechnical analysis for the pavement management program is prepared in the coming months. A project schedule will be developed and shared at a later date.

I recommend passage of the resolution accepting the petition at this time.

TJK/kf

Attachments: Resolution
 Petition
 Map

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION RECEIVING PETITION TO THE CITY FOR STREET RECONSTRUCTION AND
STREET LIGHTING ON ATWATER PATH**

RESOLUTION NO. _____

WHEREAS, a valid petition has been received from property owners on Atwater Path requesting a new street and street lighting along Atwater Path; and

WHEREAS, the current 2018 PMP plan and funding availability would preclude any additional PMP projects being constructed in 2018; and

WHEREAS, the City will be conducting geotechnical evaluations to consider modifying the prioritization of projects in the PMP in 2019 and later years.

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

1. The petition is received.
2. Once the PMP CIP is updated and approved, authorization for preparation of a feasibility study for a project that includes the petitioned street segment will be brought before the City Council.

Adopted this 25th day of September 2017 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Petition

The residents of Atwater Path would like to have street lights installed and a new road.

We understand that there may be some assessments.

Name	Address	Phone
Peggy Schmitt	1690	612 990-293
Larry W. S.	1640	651-455-4335
James R. S.	1630	612-500-7734
Mark J. Voss	1650	651-366-7212
Pet. Houghton	1735	651-455-2207
Leslie C. Malmgren	1670	651-552-7496
Karen Vanasek	1660	651-450-6203
MARIA PORT	1604	612-423-0175
Angel Starr	1610	612-991-6105

Petition

The residents of Atwater Path would like to have street lights installed and a new road.

We understand that there may be some assessments.

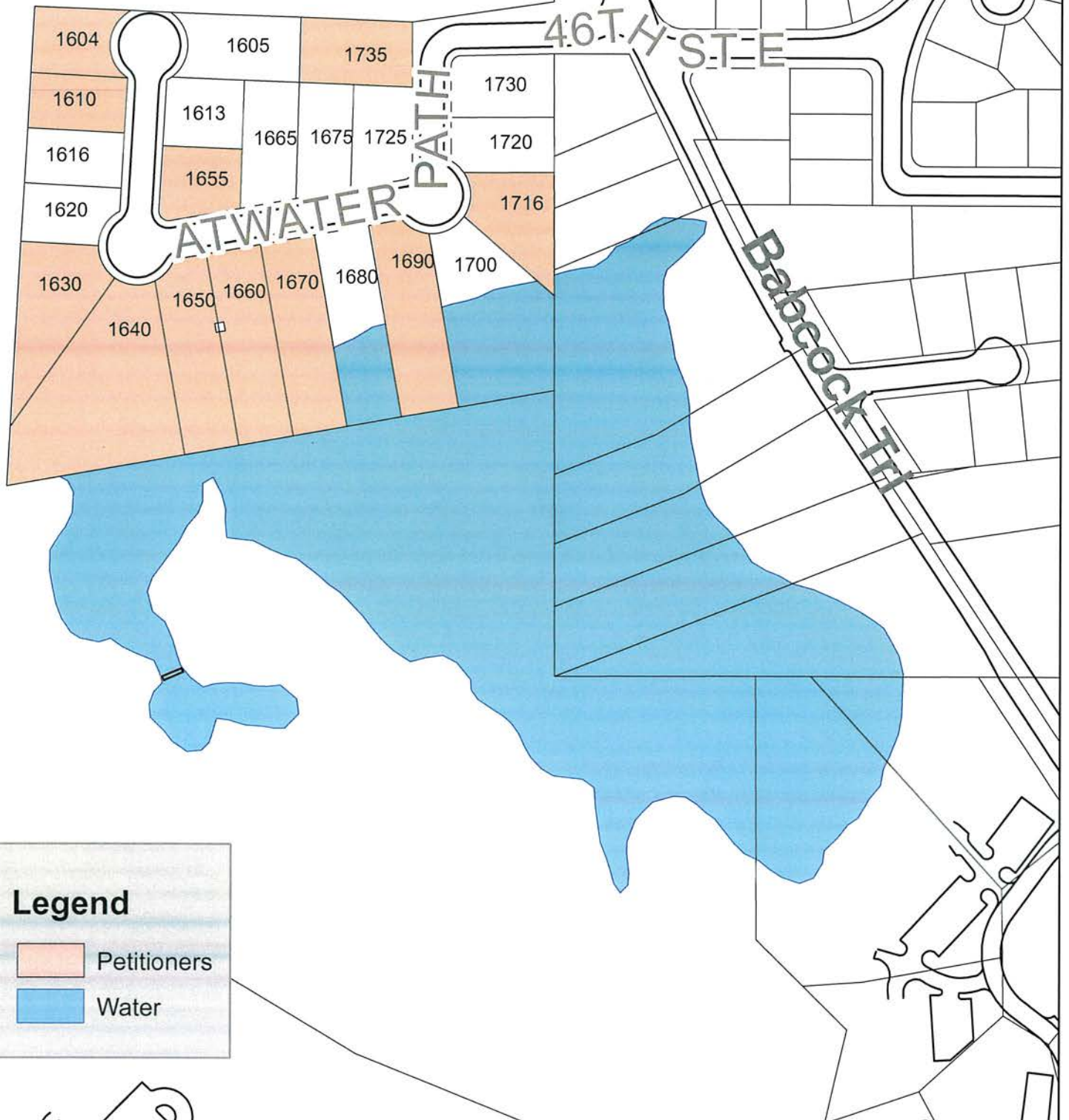
Name

Address

Phone

Joni Sexton	1655 Atwater Path	651 451 9490
Nancy Jewell	1716 Atwater-path	651-455-9892

Atwater Path Petition Map



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal for Stormwater Plan Review Services from Emmons & Olivier Resources Inc. for the Scenic Hills Development

Meeting Date: September 25, 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

SDA

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Developer-provided engineering escrow account

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal for stormwater plan review services from Emmons & Olivier Resources Inc. for the Scenic Hills Development.

SUMMARY

The Scenic Hills Development will consist of the construction of approximately 68 new single-family homes and a 32 unit senior care facility with associated streets, utilities, and stormwater treatment facilities.

Emmons & Olivier Resources, as part of the engineering consultant pool, was asked to submit a proposal for stormwater review services for the Scenic Hills Development in the Northwest Area. The scope of work includes data collection, modeling of storm facilities, review of documents to ensure compliance with Northwest Area regulations, meeting attendance, and submittal of comments as outlined in their proposal. Due to the amount and complexity of work involved with this project, City staff is not available to complete this work in-house. Emmons & Olivier Resources was selected by the developer from the City's pool of three firms available for stormwater work in the Northwest Area. The developer was familiar with this firm. They also know of the firm's earlier review of the Groveland Heights Development on the site. They approve of the proposal and budget.

Attached is the proposal submitted from Emmons & Olivier Resources. The total estimated cost for the stormwater plan review services is \$8,800. The funding source for these services will be from the Scenic Hills Engineering Escrow fund provided by the developer per the development documents.

Staff recommends that the Council adopt the resolution accepting the proposal from Emmons & Olivier Resources in the amount of \$8,800 for stormwater plan review services for the Scenic Hills Development.

TJK/kf

Attachment: Resolution
 Proposal
 Map

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING A PROPOSAL FOR STORMWATER PLAN REVIEW SERVICES
FROM EMMONS & OLIVIER RESOURCES, INC. FOR THE SCENIC HILLS DEVELOPMENT**

RESOLUTION NO. _____

WHEREAS, the Scenic Hills Development, which consists of approximately 68 new single-family homes and a 32 unit senior living facility with associated streets, utilities, and stormwater treatment facilities is proposed to be constructed; and

WHEREAS, in order to complete stormwater construction plan review services in a timely manner for Scenic Hills Development, assistance of a consulting engineering firm is required; and

WHEREAS, City staff requested, and received, a proposal from Emmons & Olivier Resources, Inc. for stormwater plan review services; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, their familiarity with the site on the Groveland Heights concept and their selection by the developer, it was decided that Emmons & Olivier Resources, Inc. be selected from the City's engineering consultant pool as the consulting firm for stormwater services for the Scenic Hills Development.

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

1. The proposal from Emmons & Olivier Resources, Inc. is accepted and staff is authorized to enter into a contract in the amount of \$8,800 for stormwater services as outlined in their September 5, 2017 proposal.
2. Funding is provided through the Scenic Hills Engineering Escrow Account provided by the developer in accordance with the development documents.

Adopted by the City Council of Inver Grove Heights, Minnesota this 25th day of September 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Date | September 5, 2017

To | Steve Dodge, PE

Contact info | IGH

cc | Tom Kaldunski, PE

Contact info | IGH

cc | Allan Hunting

Contact info | IGH

From | Brett H. Emmons, PE and

Contact info | EOR

Paula Kalinosky, EIT

Regarding | Scenic Hills Development Review, Level of Effort for Escrow

Scope of Services

This is an estimate for the above review for a site that has previously been reviewed for another development with a different layout. It is anticipated that the review will be streamlined since we are familiar with the site from the last review. Actual time will be billed hourly based on responses and submittals by the development proposer.

1. Background for development plan – data collection and modeling from prior development submittals, regional basins, HWLs, overflows: \$800
2. Review full submittal – Review stormwater management plan, regional basin management, meetings w/developer team and/or City, review comments and conditions (2): \$5,500
3. Updated submittals (as needed) - review and updates resulting from meetings and plan revisions \$1,500
4. Post-Construction Model Updates - \$1,000

Deliverables

1. Summary memorandum(s) with guidance, design, and stormwater related comments and conditions.
2. Meetings with developer team and city.

Key Understandings

1. The fees for this scope are based on final approval of the Plat by Dec. 1, 2017.
2. This amount is an estimate and repeated submittal and/or meetings could exceed the total provided and will be billed hourly.

Estimated Fee

It is estimated that the services included above would be \$8,800. Actual time to complete the tasks will be billed hourly and could exceed these totals.

Location Map - Hampton Companies (PID No. 20-00800-51-013)

SOUTH ROBERT IR

Subject Property

80TH STE

ADF



Map produced by the City of Inver Grove Heights
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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



0 250 500 Feet

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement (SWFMA) and Drainage and Utility Easement for 4908 Brent Avenue (Lots 29 and 30, Block 3, Nabersberg Addition)

Meeting Date: September 25, 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

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 Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Drainage & Utility Easement for 4908 Brent Ave (Lots 29 and 30, Block 3, Nabersberg Addition).

SUMMARY

The owners of 4908 Brent Avenue are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Eternity Homes, LLC, have provided the required grading and erosion control plans. They will be signing the Custom Grading Agreement (attached). An engineering escrow of \$750.00 will be provided to cover any costs incurred by the City for review and inspection of the site grading. The owner will provide a \$10,000 letter of credit or cash surety prior to permit issuance.

The owners have also agreed to execute a SWFMA for infiltration basin RG-1 to be constructed on the lot. In addition, they will provide Drainage & Utility Easement for drainage and utility purposes.

It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Drainage & Utility Easement for 4908 Brent Avenue (Lots 29 and 30, Block 3, Nabersberg Addition).

SWD/mw

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

CUSTOM GRADING AGREEMENT
FOR
4908 BRENT AVENUE
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
4908 BRENT AVENUE
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 25th day of September, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means Eternity Homes, LLC, a Minnesota limited liability company, and its successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:
Eternity Homes, LLC
425 – 3rd Street
Farmington, MN 55024

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

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

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3

IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

5.3 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 10 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10
ESCROW DEPOSIT

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

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, 2020. 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, 2020, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2020.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

10.3 ENGINEERING ESCROW AMOUNT. In addition to the Escrow Amount, the Owner has already deposited \$750.00 in cash with the City (hereafter "Engineering Escrow Amount").

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

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

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

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

To the extent the City incurs additional expenses above \$750.00 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, Eternity Homes, LLC shall not be responsible to pay for such additional expenses that exceed the initially deposited \$750.00. Provided, however, to the extent Eternity Homes, LLC is solely responsible for causing the City to incur additional expenses beyond the Engineering Escrow Amount caused by negligence or carelessness by Eternity Homes, LLC, then the City reserves a right to require Eternity Homes, LLC to be responsible for payment of such additional expenses caused by the negligence or omission of Eternity Homes, LLC and in such case, Eternity Homes, LLC shall then pay the required additional amount.

ARTICLE 11 **MISCELLANEOUS**

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

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

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

11.4 RECORDING. The City may record this Agreement with the Dakota County Recorder.

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of September, 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:
ETERNITY HOMES, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2017, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of Eternity Homes, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of said company by authority of the Boards of Governors of Eternity Homes, 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 PROPERTY

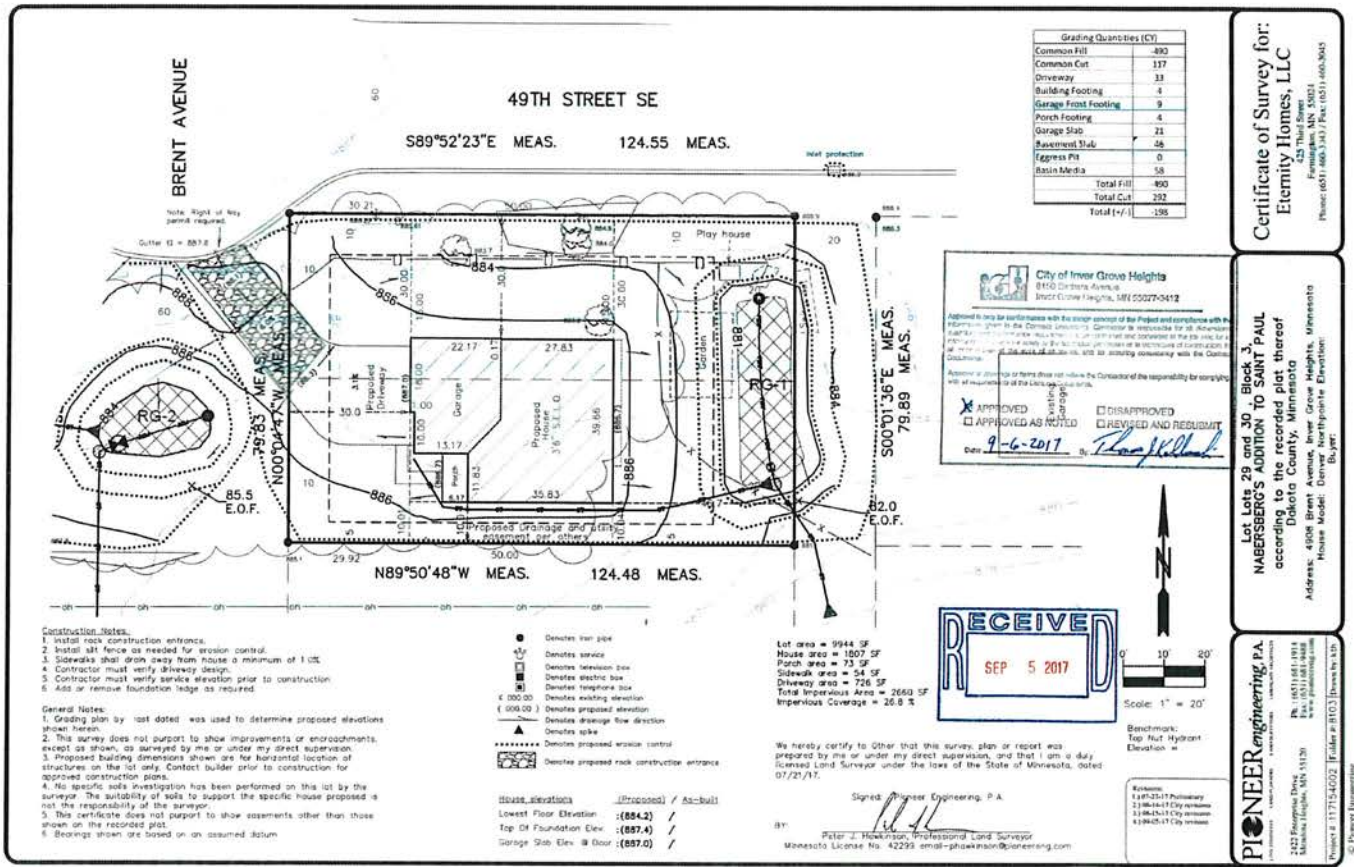
Real property in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described as follows:

Lots Twenty-nine (29) and Thirty (30), Block Three (3), all in Nabersberg's Addition to Saint Paul, Dakota County, Minnesota.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	9-5-17	Pioneer Engineering

The Development Plans were approved by the City Engineer on September 6, 2017.



Grading Quantities (CY)	
Common Fill	493
Common Cut	117
Driveway	33
Building Footing	4
Garage Footing	9
Porch Footing	4
Garage Slab	21
Basement Slab	46
Egress Pit	0
Basin Media	58
Total Fill	690
Total Cut	292
Total (+/-)	398

Certificate of Survey for:
Eternity Homes, LLC
Eternity Homes, LLC
Farmington, MN 55021
Phone: (651) 466-3437 Fax: (651) 466-3045

City of Inver Grove Heights
8100 Dakota Avenue
Inver Grove Heights, MN 55077-0412

Approved to sign for the purposes of this project and to certify that the information herein is true and correct to the best of my knowledge and belief.

APPROVED AS NOTED
Date: 9-6-2017 By: [Signature]

DISAPPROVED
REVISED AND REGRANTED

Lot Lots 29 and 30, Block 3,
NABERSBERG'S ADDITION TO SAINT PAUL
according to the recorded plat thereof
Dakota County, Minnesota
Address: 4908 Brent Avenue, Inver Grove Heights, Minnesota
House Model: Denver Northpointe Elevation
Buyer:

Scale: 1" = 20'

Benchmarks:
Top of Hydrant
Elevation =

Remarks:
1. 10/17/2017 Preliminary
2. 10/18/2017 City reviewed
3. 10/19/2017 City reviewed
4. 10/20/2017 City reviewed

PIONEER Engineering, P.A.
2422 Enterprise Drive
Minnetonka, MN 55345
Phone: (763) 536-1111
Fax: (763) 536-1112
www.pioneereng.com

Lot area = 1944 SF
House area = 1007 SF
Porch area = 73 SF
Sideyard area = 54 SF
Driveway area = 726 SF
Total Impervious Area = 2660 SF
Impervious Coverage = 26.8 %

We hereby certify to other that this survey, plan or report was prepared by me or under my direct supervision, and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota, dated 07/27/17.

Signed: [Signature]
Peter J. Nowinski, Professional Land Surveyor
Minnesota License No. 42299 email: pnowinski@pioneereng.com

- Construction Notes:**
1. Install rock construction entrance.
 2. Install silt fence as needed for erosion control.
 3. Sidewalk shall drain away from house a minimum of 1'.
 4. Contractor must verify driveway design.
 5. Contractor must verify service elevation prior to construction.
 6. Add or remove foundation ledge as required.
- General Notes:**
1. Grading plan by last dated was used to determine proposed elevations shown herein.
 2. This survey does not purport to show improvements or encroachments, except as shown, as surveyed by me or under my direct supervision.
 3. Proposed building dimensions shown are for horizontal location of structures on the lot only. Contact builder prior to construction for approved construction plans.
 4. No specific soil investigation has been performed on this lot by the surveyor. The suitability of soils to support the specific house proposed is not the responsibility of the surveyor.
 5. This certificate does not purport to show easements other than those shown on the recorded plat.
 6. Bearings shown are based on an assumed datum.
- Legend:**
- Denotes iron pipe
 - Denotes service
 - Denotes television box
 - Denotes electric box
 - Denotes telephone box
 - (300.00) Denotes existing elevation
 - (598.00) Denotes proposed elevation
 - Denotes drainage flow direction
 - ▲ Denotes spike
 - ***** Denotes proposed erosion control
 - ***** Denotes proposed rock construction entrance
- House elevations (Proposed) / As-built**
- | | |
|---------------------------|------------|
| Lowest Floor Elevation | :(884.2) / |
| Top of Foundation Elev. | :(887.4) / |
| Garage Slab Elev. @ floor | :(887.0) / |

APPENDIX 2
IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or December 31, 2017, whichever occurs first	grading, drainage, and sediment & erosion control
<u> X </u>	Prior to Certificate of Occupancy	RG-1, stormwater pipes and outlets
<u> X </u>	Prior to Certificate of Occupancy	Driveway
<u> X </u>	Prior to Certificate of Occupancy	As-built
<u> X </u>	Within 6 months after Certificate of Occupancy	landscaping

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
4908 BRENT AVENUE, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 25th day of September, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Eternity Homes, 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 Eternity Homes, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, located within the Landowner Property and located within the City right-of-way adjoining the Landowner Property:

- All stormwater pipes and outlets lying within the Landowner Property, including the stormwater pipes and outlets extending from RG-1 to the adjoining City right-of-way (RG-1 is defined in paragraph 1.10 below);

AND

- The raingarden identified as “RG-1” (defined in paragraph 1.10 below) located partially within the Landowner Property and located partially within the City right-of-way adjoining the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Certificate of Survey prepared by Pioneer Engineering, P.A. dated September 5, 2017, and approved by the City Engineer on September 6, 2017. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

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

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

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

1.9 Custom Grading Agreement. “Custom Grading Agreement” means that certain Custom Grading Agreement for 4908 Brent Avenue by and between the City and Landowner dated September 25, 2017.

1.10 RG-1. “RG-1” means the raingarden to be constructed by the Landowner located partially within the Landowner Property and partially within the platted City right-of-way to the east of the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans as identified in the Custom Grading Agreement relating to the Landowner Property.

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

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

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

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to December 31, 2018, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water

Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and

- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Rain Garden for CUP Exceeding Impervious Space Requirements (STM-17) dated February 2013, attached hereto as **Exhibit E**;
- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall 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 Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

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

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

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 Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

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

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

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

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

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

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

3.8 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in

respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

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

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

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner has deposited \$750.00 in cash with the City (hereafter "Engineering Escrow Amount") prior to 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.

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.

To the extent the City incurs additional expenses above \$750.00 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, Eternity Homes, LLC shall not be responsible to pay for such additional expenses that exceed the initially deposited \$750.00. Provided, however, to the extent Eternity Homes, LLC is solely responsible for causing the City to

incur additional expenses beyond the Engineering Escrow Amount caused by negligence or carelessness by Eternity Homes, LLC, then they City reserves a right to require Eternity Homes, LLC to be responsible for payment of such additional expenses caused by the negligence or omission of Eternity Homes, LLC and in such case, Eternity Homes, LLC shall then pay the required additional amount..

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth by the City in the Custom Grading Agreement are met, the Council will approve the Development Plans referenced in the Custom Grading Agreement 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 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: Eternity Homes, LLC
425 – 3rd Street
Farmington, MN 55024

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

[the remainder of this page has been 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 25th day of September, 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:
ETERNITY HOMES, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of September, 2017, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of Eternity Homes, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of said company by authority of the Boards of Governors of Eternity Homes, 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, described as follows:

Lots Twenty-nine (29) and Thirty (30), Block Three (3), all in Nabersberg's Addition to Saint Paul, Dakota County, Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by 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	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

EXHIBIT C
ANNUAL INSPECTION FORM

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

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

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

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

EXHIBIT D **STORM WATER FACILITY PLAN**

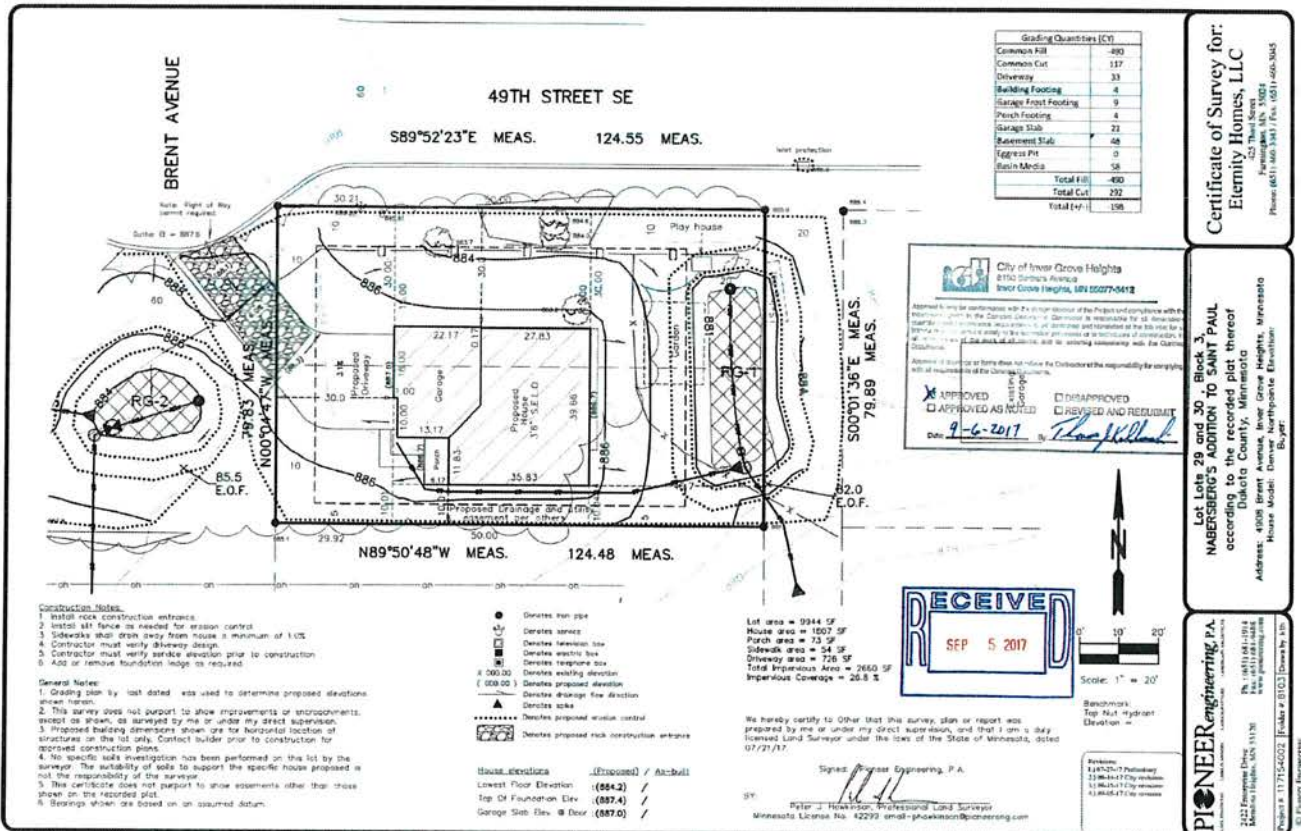
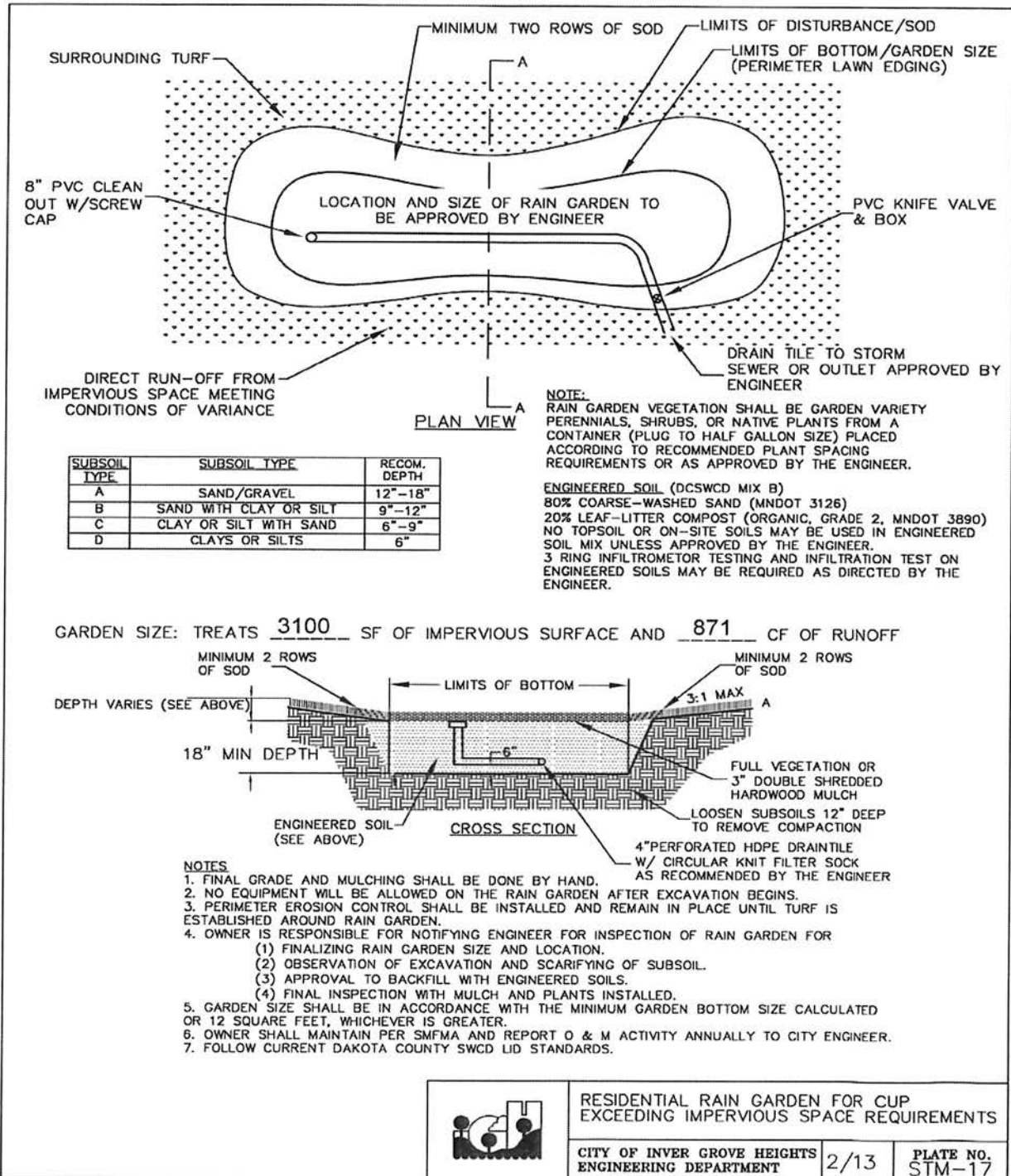


EXHIBIT E
RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE
REQUIREMENTS (STM-17)



PERMANENT UTILITY AND DRAINAGE EASEMENT
FOR
4908 BRENT AVENUE, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 25th day of September, 2017, between Eternity Homes, 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 on **Exhibit B** (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities 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, water mains, 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 on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of September, 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:
ETERNITY HOMES, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of September, 2017, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of Eternity Homes, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of said company by authority of the Boards of Governors of Eternity Homes, 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
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EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lots Twenty-nine (29) and Thirty (30), Block Three (3), all in Nabersberg's Addition to Saint Paul, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A perpetual easement for drainage and utility purposes over, under and across the North 10.00 feet; the West 10.00; the East 20.00 feet and the South 5.00 feet of the following described property:

That part of Lots 29 and 30, Block 3 of NABERSBERG'S ADDITION TO SAINT PAUL, according to the plat thereof now on file and of record in the office of the County Recorder within and for said Dakota County and State of Minnesota.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement, two Stormwater Facilities Maintenance Agreements and Drainage & Utility Easement for 4903 Brent Avenue (Lots 1 and 2, Block 1, Oakland Park)

Meeting Date: September 25, 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

SDK

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 Custom Grading Agreement, two Stormwater Facilities Maintenance Agreements and Drainage & Utility Easement for 4903 Brent Avenue (Lots 1 and 2, Block 1, Oakland Park).

SUMMARY

The owners of 4903 Brent Avenue are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Eternity Homes, LLC, have provided the required grading and erosion control plans. They will be signing the Custom Grading Agreement (attached). An engineering escrow of \$750.00 will be provided to cover any costs incurred by the City for review and inspection of the site grading. The owner will provide a \$10,000 LOC or cash surety prior to permit issuance.

The owners have also agreed to execute two SWFMA's. One for infiltration basin RG-2 to be constructed within Brent Ave unimproved right-of-way. The second is the enlargement of City owned infiltration basin, RG-3, and covers the owner responsibility of maintaining the pipe system conveying storm water to the basin. In addition, they will provide Drainage & Utility Easement for drainage and utility purposes.

It is recommended that the City Council approve the Custom Grading Agreement, two Stormwater Facilities Maintenance Agreements and Drainage & Utility Easement for 4903 Brent Avenue (Lots 1 and 2, Block 1, Oakland Park).

SWD/mw

Attachments: Custom Grading Agreement
 Two Storm Water Facilities Maintenance Agreements
 Drainage & Utility Easement

CUSTOM GRADING AGREEMENT
FOR
4903 BRENT AVENUE
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
4903 BRENT AVENUE
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 25th day of September, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means Eternity Homes, LLC, a Minnesota limited liability company, and its successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:
Eternity Homes, LLC
425 – 3rd Street
Farmington, MN 55024

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

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

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3

IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

5.3 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 10 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10
ESCROW DEPOSIT

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

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, 2020. 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, 2020, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2020.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

10.3 ENGINEERING ESCROW AMOUNT. In addition to the Escrow Amount, the Owner has already deposited \$750.00 in cash with the City (hereafter "Engineering Escrow Amount").

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

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

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

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

To the extent the City incurs additional expenses above \$750.00 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, Eternity Homes, LLC shall not be responsible to pay for such additional expenses that exceed the initially deposited \$750.00. Provided, however, to the extent Eternity Homes, LLC is solely responsible for causing the City to incur additional expenses beyond the Engineering Escrow Amount caused by negligence or carelessness by Eternity Homes, LLC, then they City reserves a right to require Eternity Homes, LLC to be responsible for payment of such additional expenses caused by the negligence or omission of Eternity Homes, LLC and in such case, Eternity Homes, LLC shall then pay the required additional amount.

ARTICLE 11 **MISCELLANEOUS**

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

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

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

11.4 RECORDING. The City may record this Agreement with the Dakota County Recorder.

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of September, 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:
ETERNITY HOMES, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of September, 2017, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of Eternity Homes, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of said company by authority of the Boards of Governors of Eternity Homes, 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 PROPERTY

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

Lots One (1) and Two (2) in Oakland Park, Dakota County, Minnesota.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	8-15-17	Pioneer Engineering

The Development Plans were approved by the City Engineer on August 24, 2017.

PIONEER Engineering, P.A.
10000 Highway 100 • Suite 100 • Minneapolis, MN 55438
Tel. (612) 835-1100 • Fax (612) 835-1101
Telex 237000 • Cable PIONEER
2422 Enterprise Drive
Minnetonka Heights, MN 55340
Tel. (612) 835-1100 • Fax (612) 835-1101
Telex 237000 • Cable PIONEER

APPENDIX 2
IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or December 31, 2017, whichever occurs first	grading, drainage, and sediment & erosion control
<u> X </u>	Prior to Certificate of Occupancy	RG-2 and RG-3 and storm water pipes and outlets
<u> X </u>	Prior to Certificate of Occupancy	Driveway
<u> X </u>	Prior to Certificate of Occupancy	As-built
<u> X </u>	Within 6 months after Certificate of Occupancy	landscaping

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
4903 BRENT AVENUE, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 25th day of September, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Eternity Homes, 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 Eternity Homes, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, located within the Landowner Property and located within the City right-of-way adjoining the Landowner Property:

- All stormwater pipes and outlets lying within the Landowner Property, including the stormwater pipes extending from the Landowner Property to RG-2 located within the adjoining City right-of-way (RG-2 is defined in paragraph 1.10 below);

AND

- The raingarden identified as “RG-2” (defined in paragraph 1.10 below) located outside of the Landowner Property within the City right-of-way.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Certificate of Survey prepared by Pioneer Engineering, P.A. dated August 15, 2017, and approved by the City Engineer on August 24, 2017. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D.**

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

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

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

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

1.9 Custom Grading Agreement. “Custom Grading Agreement” means that certain Custom Grading Agreement for 4903 Brent Avenue by and between the City and Landowner dated September 25, 2017.

1.10 RG-2. “RG-2” means the raingarden to be constructed by the Landowner located to the east of the Landowner Property lying within platted City right-of-way.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans as identified in the Custom Grading Agreement relating to the Landowner Property.

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

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

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

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to December 31, 2018, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and

- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Rain Garden for CUP Exceeding Impervious Space Requirements (STM-17) dated February 2013, attached hereto as **Exhibit E**;
- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall 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 Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm

Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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 Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City.

Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

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

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

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

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

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

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

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

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner has deposited \$750.00 in cash with the City (hereafter "Engineering Escrow Amount") prior to 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.

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.

To the extent the City incurs additional expenses above \$750.00 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, Eternity Homes, LLC shall not be responsible to pay for such additional expenses that exceed the initially deposited \$750.00. Provided, however, to the extent Eternity Homes, LLC is solely responsible for causing the City to incur additional expenses beyond the Engineering Escrow Amount caused by negligence or carelessness by Eternity Homes, LLC, then the City reserves a right to require Eternity Homes, LLC to be responsible for payment of such additional expenses caused by the negligence or omission of Eternity Homes, LLC and in such case, Eternity Homes, LLC shall then pay the required additional amount.

ARTICLE 5
CITY'S COVENANTS

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

5.2 Release of Agreement. The City agrees that if Brent Avenue (which is proposed to, in the future, run along the east side of the Landowner Property) is improved and extended to the south of 49th Street East, the City shall release this Agreement from the Landowner Property by recording a release with the Dakota County Recorder.

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 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: Eternity Homes, LLC
425 – 3rd Street
Farmington, MN 55024

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

[the remainder of this page has been 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)
)
COUNTY OF DAKOTA) ss.

On this 25th day of September, 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:
ETERNITY HOMES, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of September, 2017, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of Eternity Homes, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of said company by authority of the Boards of Governors of Eternity Homes, 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, described as follows:

Lots One (1) and Two (2) in Oakland Park, Dakota County, Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by 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	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

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

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

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

EXHIBIT D
STORM WATER FACILITY PLAN

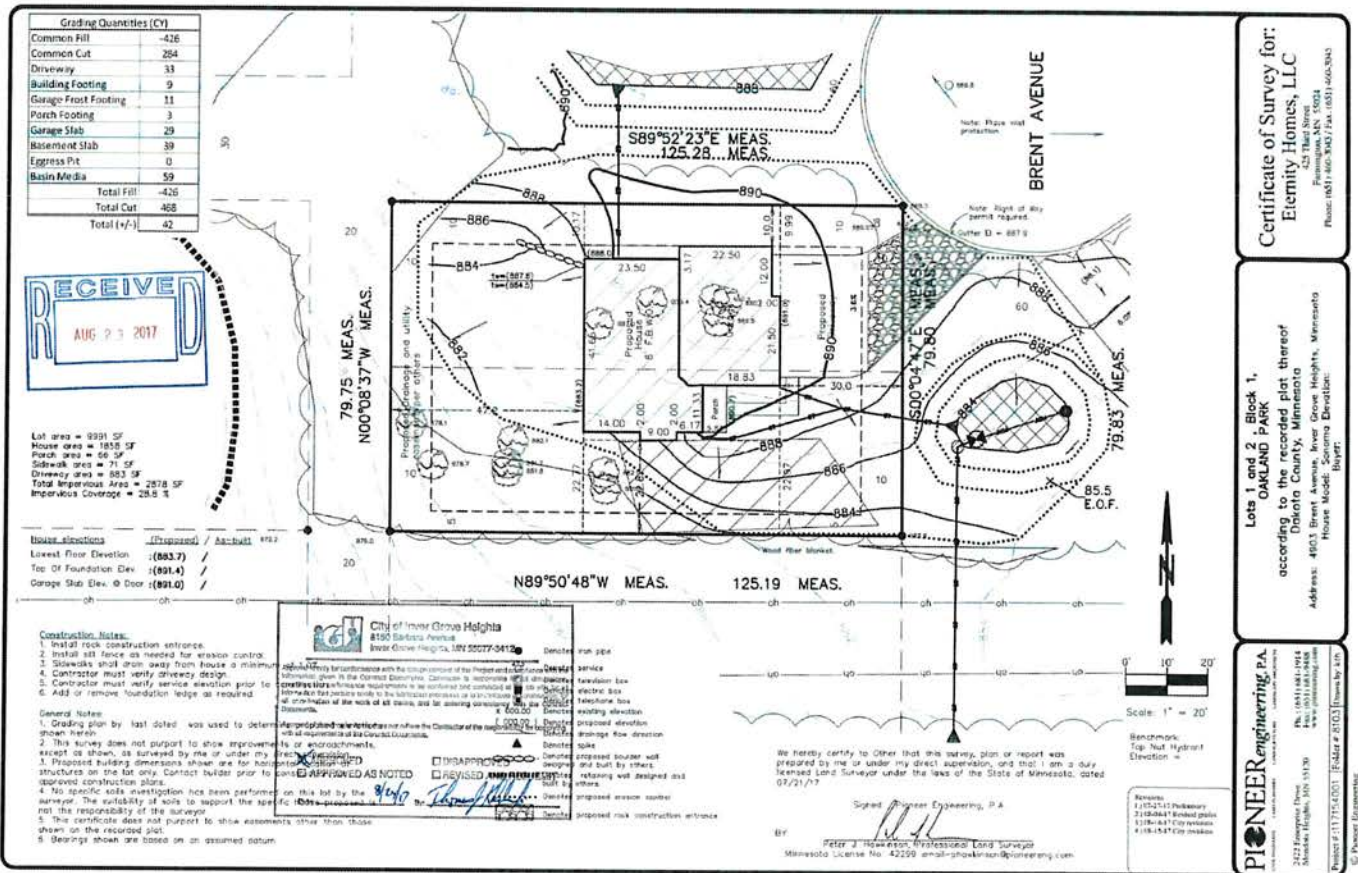
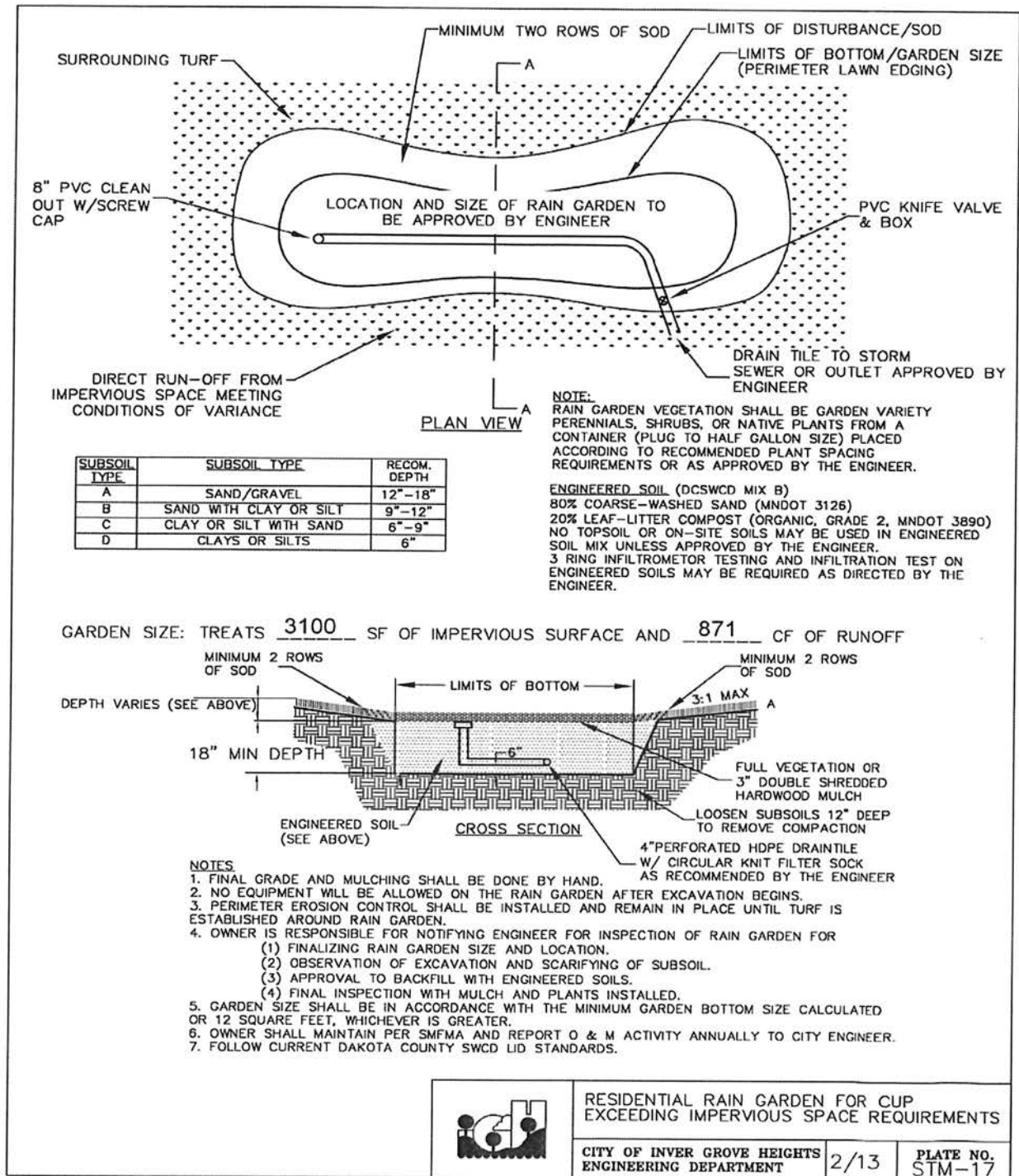


EXHIBIT E
RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE
REQUIREMENTS (STM-17)



STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
4903 BRENT AVENUE, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 25th day of September, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Eternity Homes, 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 Eternity Homes, LLC, a Minnesota limited liability company, and its successors and assigns.

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

- Any existing or future storm water pipes, outlets and appurtenances lying within the Landowner Property, including stormwater pipes extending from the Landowner Property to RG-3 (RG-3 is defined in paragraph 1.10 below).

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Certificate of Survey prepared by Pioneer Engineering, P.A. dated August 15, 2017, and

approved by the City Engineer on August 24, 2017. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

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

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

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

1.9 Custom Grading Agreement. “Custom Grading Agreement” means that certain Custom Grading Agreement for 4903 Brent Avenue by and between the City and Landowner dated September 25, 2017.

1.10 RG-3. “RG-3” means the existing bio-retention basin being expanded and improved by the Landowner located to the north of the Landowner Property lying within platted City right-of-way.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans as identified in the Custom Grading Agreement relating to the Landowner Property.

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

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water

Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities and Enlargement of RG-3. Prior to December 31, 2018, Responsible Owner agrees that the Storm Water Facilities and shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

Prior to December 31, 2018, Responsible Owner agrees that RG-3 shall be enlarged and improved in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner in a manner and configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities and RG-3. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property 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.

Once RG-3 has been enlarged and improved to the satisfaction of the City per the Storm Water Facility Plan, the City shall be responsible to perpetually maintain RG-3.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water

Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and

- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall 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 Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS

readings shall be provided to the City before the Storm Water Facilities are covered.

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

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 Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

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

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

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

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

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

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this

Agreement;

- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

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

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner has deposited \$750.00 in cash with the City (hereafter "Engineering Escrow Amount") prior to 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.

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.

To the extent the City incurs additional expenses above \$750.00 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, Eternity Homes, LLC shall not be responsible to pay for such additional expenses that exceed the initially deposited \$750.00. Provided, however, to the extent Eternity Homes, LLC is solely responsible for causing the City to incur additional expenses beyond the Engineering Escrow Amount caused by negligence or carelessness by Eternity Homes, LLC, then the City reserves a right to require Eternity Homes, LLC to be responsible for payment of such additional expenses caused by the negligence or omission of Eternity Homes, LLC and in such case, Eternity Homes, LLC shall then pay the required additional amount.

ARTICLE 5
CITY'S COVENANTS

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

5.2 Maintenance and Ownership of RG-3. The City agrees that upon the completion of the enlargement and improvements to RG-3, the City will be responsible for ownership and maintenance of RG-3.

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 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:

Eternity Homes, LLC
425 – 3rd Street
Farmington, MN 55024

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

[the remainder of this page has been 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 25th day of September, 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:
ETERNITY HOMES, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of September, 2017, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of Eternity Homes, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of said company by authority of the Boards of Governors of Eternity Homes, 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

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OPERATION & MAINTENANCE PLAN

MAINTENANCE PLAN

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

EXHIBIT C
ANNUAL INSPECTION FORM

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

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

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

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

[illegible]

Certificate of Survey for:
Eternity Homes, LLC

**Lots 1 and 2, Block 1,
OAKLAND PARK**
according to the recorded plat thereof
Dakota County, Minnesota

Address: 4003 Brent Avenue, River Grove Heights, Minn.
House Model: Sonoma Elevation:
Buyer:

PIONEER *engineering, P.A.*

2422 Homewood Drive
Menasha Heights, 549 55120
Ph: (661) 881-1914
Fax: (661) 881-9458
www.johnsoneng.com

Product # 11215-001	Follet # H10.3	Dimensions 4th
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PERMANENT UTILITY AND DRAINAGE EASEMENT
FOR
4903 BRENT AVENUE, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 25th day of September, 2017, between Eternity Homes, 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 on **Exhibit B** (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities 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, water mains, 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 on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of September, 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:
ETERNITY HOMES, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2017, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of Eternity Homes, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of said company by authority of the Boards of Governors of Eternity Homes, 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:

Lots One (1) and Two (2) in Oakland Park, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A perpetual easement for drainage and utility purposes over, under and across the North 10.00 feet; the West 10.00; the East 10.00 feet and the South 5.00 feet of the following described property:

That part of Lots 1 and 2, Block 1 of OAKLAND PARK, according to the plat thereof now on file and of record in the office of the County Recorder within and for said Dakota County and State of Minnesota.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Drainage & Utility Easement for 8803 Inver Grove Trail (SW ¼ of the SW ¼ of Section 14, Township 27, Range 22, Dakota County, Minnesota)

Meeting Date: September 25, 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

PURPOSE/ACTION REQUESTED

Approve Drainage & Utility Easement for 8803 Inver Grove Trail (SW ¼ of the SW ¼ of Section 14, Township 27, Range 22, Dakota County, Minnesota).

SUMMARY

The owners of 8803 Inver Grove Trail are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Joseph H. and Camille J. Levi, have provided the required grading and erosion control plans. They have also signed the Permanent Drainage and Utility Easement (attached). The drainage and utility easement establishes a storm water infiltration basin location to be utilized as the stormwater plan for the proposed building. This existing depression will infiltrate runoff as required by City Code. This site is disturbing more than 5,000 SF of the site which requires the stormwater plan as outlined. An engineering escrow of \$500.00 has been provided to cover any costs incurred by the City for review and inspection of the site grading.

It is recommended that the City Council approve the Permanent Drainage & Utility Easement for 8803 Inver Grove Trail (SW ¼ of the SW ¼ of Section 14, Township 27, Range 22, Dakota County, Minnesota).

TJK/mw

Attachments: Location Map
 Drainage & Utility Easement

- Legend**
- <all other values>
- TYPE**
- EASE-ACCESS
 - EASE-CONSERVATION
 - EASE-DRAINAGE
 - EASE-DRAINAGE&UTILITY
 - EASE-LEVY
 - EASE-OPEN SPACE
 - EASE-PONDING
 - EASE-PRIVATE UTILITY
 - EASE-RESTRICTIVE USE
 - EASE-ROW
 - EASE-SAN
 - EASE-SDWK
 - EASE-SNOW STORAGE
 - EASE-STM
 - EASE-TRAIL
 - EASE-UTILITY
 - EASE-WTR MAIN
- Storm_AccessManhole_2_17_16
 - Storm_Beehive_2_17_16
 - Storm_CatchBasin_2_24_16
 - Storm_CatchBasinManhole_2_17_16
 - Storm_Cleanout_2_17_16
 - Storm_ControlStructure_2_17_16
 - Storm_FlaredEndSection_2_17_16
 - Storm_GateValve_2_17_16
 - Storm_LP4_2_17_16
 - Storm_Manhole_2_17_16
 - storm-line
 - WaterPoint_hydrants
 - WaterPoint_Interconnect_Valves
 - WaterPoint_Interconnect_MMH
 - WaterPoint_Valves
 - WaterPoint_Manholes
 - water-line
 - water-service
 - Sanitary_Manhole_2_17_16
 - Sanitary_AirReleaseValve_2_17_16
 - Sanitary_LiftStation_2_17_16
 - sanitary-line
 - sanserv
 - Storm_Ponds
 - waterirr
 - bldgp
 - city_parks
 - city_prop

EASEMENT OVER NATURAL BASIN

0 140 280 Feet



PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 25th day of September, 2017, between Joseph H. Levi and Camille J. Levi, husband and wife (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, water mains, 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, water mains, 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, themselves or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of September, 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:

Joseph H. Levi

Camille J. Levi

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of September, 2017, by Joseph H. Levi and Camille J. Levi, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

All that part of the Southwest quarter of the Southwest quarter (SW¼ of SW¼) of Section Fourteen (14), Township Twenty seven (27), Range Twenty two (22), described as follows: Beginning at a point on the west line of said Section, said point being 264 feet South of the Northwest corner of the SW¼ of SW¼ of said Section, thence East at right angle 977.3 feet to the center of County Aid Road No. 77, thence Southwesterly along the centerline of said road 279.3 feet, thence West and parallel to the aforementioned East-West line to the West line of said Section 884.4 feet, thence North along said Section line 264 feet to the point of beginning, in Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

A perpetual easement for utility and drainage purposes over, under and across the following described property:

All that part of the Southwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 22, Dakota County, Minnesota described as follows:

Commencing at the Northwest corner of said Southwest Quarter of the Southwest Quarter; thence on an assumed bearing South 00 degrees 20 minutes 14 seconds East, along the west line of said Southwest Quarter of the Southwest Quarter, 264.00 feet; thence North 89 degrees 39 minutes 46 seconds East, at a right angle to said west line, 22.48 feet to the point of beginning of the land to be described; thence continuing North 89 degrees 39 minutes 46 seconds East, along said line, 50.00 feet; thence South 41 degrees 23 minutes 23 seconds East 85.00 feet; thence South 01 degree 28 minutes 33 seconds East 57.00 feet; thence South 83 degrees 44 minutes 52 seconds West 65.50 feet; thence North 18 degrees 26 minutes 45 Seconds West 134.50 feet to the point of beginning.

Loucks Project No. 17491

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution to Separate City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) into Two Phases by Establishing City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and Authorizing a Feasibility Study on City Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge and a Feasibility Study on City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project, and Two Resolutions Approving Proposals from WSB & Associates, Inc. for City Project Nos. 2017-03 and 2017-24

Meeting Date: September 25, 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: NWA Water Fund (511), Municipal State Aid, Special Assessments

PURPOSE/ACTION REQUESTED

Consider resolution to separate City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) into two phases by establishing City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and authorizing a feasibility study on City Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge and a feasibility study on City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project, and two resolutions approving proposals from WSB & Associates, Inc. for City Project Nos. 2017-03 and 2017-24.

A memo from the Public Works Director summarizing the projects is attached.

SUMMARY

- (A) City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) was established by Council action on May 11, 2015 by Council action to order a feasibility study. Subsequently, the study was prepared and presented to the Council on April 10, 2017. The City Council decided to separate the work on T.H. 3 intersection from the construction of 65th Street from T.H. 3 to Argenta Trail and address the funding issue for the collector street (65th Street) prior to receiving the feasibility study for City Project No. 2015-03. The City Council authorized design work on the T.H. 3 intersection on April 10, 2017. The design work has advanced to MnDOT approval of a level 2 layout.
- (B) Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge was originally part of City Project No. 2015-12. This project as established at the October 26, 2015 meeting. A feasibility study for the complete watermain loop was done and a public hearing was held and the project was

Project No. 2017-02 has been under construction by direction drilling in 2017 and is nearing completion.

The City Council will consider a resolution to authorize an updated feasibility study for City Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge at this meeting. This watermain will be installed by open cut on 65th Street from T.H. 3 to Blackstone Ridge. D.I.P. will be used for this 16" trunk watermain. The project will include ROW acquisition and rough grading of the subgrade of 65th Street. The NWA Water Fund 511 and Municipal State Aid will be utilized.

The City has received a proposal from WSB dated September 8, 2017 for updating this feasibility study on City Project No. 2017-03. They were selected from the City's consultant pool to complete this study because of their design work on 65th Street and their knowledge of the City standards. WSB has proposed to complete the updated feasibility study for \$11,878 as outlined in their proposal. It is recommended that the Council adopt the resolution authorizing this work

- (C) City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project is currently included as part of City Project No. 2015-03 and the feasibility study drafted for that project. It is recommended that the City Council adopt the resolution separating City Project No. 2017-24 from City Project No. 2015-03. Separating these projects will allow the City to proceed toward the construction of the intersection on T.H. 3 within the timeframe proposed in 2018. It is crucial to complete the work on T.H. 3 while the County constructs the roundabout at T.H. 3/70th Street.

City Project No. 2015-03 represents the Phase 2 project on 65th Street in their proposal. WSB will update the feasibility study for City Project No. 2015-03, following Council direction on the project funding discussion at the October 2, 2017 worksession.

In order to fit the schedule for City Project No. 2017-24, the City needs to have the feasibility study for the project prepared. A resolution has been prepared to authorize WSB to prepare a feasibility report for City Project No. 2017-24 (referred to as Phase 1 in the proposal). WSB was selected to complete this feasibility study amendment as part of the City's consulting pool. They have the knowledge and expertise to complete the 65th Street projects in multiple phases.

A copy of WSB's September 8, 2017 proposal is attached and it outlines the scope of work necessary to complete the feasibility study. The proposed budget for this report is \$8,447. It is recommended that the Council adopt the resolution authorizing WSB to prepare the feasibility study for City Project No. 2017-24.

TJK/kf

Attachments: September 14, 2017 Memo from Public Works Director
Resolution Separating City Project No. 2015-03 and 2017-24
Resolution Approving 2017-03 Proposal
Resolution Approving 2017-24 Proposal
WSB Proposal for 2017-03 Feasibility Study
WSB Proposal for 2017-24 Feasibility Study

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Mayor, City Council, City Administrator

FROM: Scott D. Thureen, Public Works Director *SDT*

DATE: September 14, 2017

SUBJECT: 65th Street Improvement Project from Trunk Highway 3 to Future Argenta Trail Right-of-Way East Boundary

I am providing this memo to update the Council in regard to the subject project. Due to the complexity of the project funding and critical timelines for certain portions of the project, it is being split into three separate projects. The three projects are:

- 2015-03 65th Street Improvements between Trunk Highway 3 and the east boundary of the right-of-way for future Argenta Trail (highlighted in blue on the attached map)
- 2017-03 NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) T.H. 3 to Blackstone Ridge (highlighted in red on the attached map)
- 2017-24 Trunk Highway 3 Improvements for the 65th Street Project (highlighted in green on the attached map)

City Project No. 2017-24 is being designed. It involves lowering T.H. 3 by approximately six feet at the location where 65th Street will connect. The plan requires MnDOT approval. The project will be funded using Municipal State Aid Funds. The easement acquisition needs are being identified. The project must be ordered before we can make offers to property owners. On September 25, 2017 the Council will be asked to approve a proposal to complete the necessary feasibility study so that a public hearing can be held and the project ordered this fall. It is critical to expedite the process to ensure we can bid a project this winter for 2018 construction. As noted previously, this project requires T.H. 3 to be closed between 70th Street and Upper 55th Street. We want to construct it while that segment of T.H. 3 is closed for construction of the T.H. 3/70th Street roundabout in 2018.

City Project No. 2017-03 is also being designed. It consists of the final segment of trunk watermain to loop the NWA system. It will be installed under the pavement for 65th Street. We included all of the rough grading to bring the 65th Street alignment to its subgrade elevation in this project. This was done to reduce the cost for the 65th Street project. This project will be funded by the NWA Water Fund (construction) and the Municipal State Aid Fund (right-of-way/easement acquisition). The Council will also be asked to approve a proposal for the feasibility study for this project on September 25, 2017. We need to hold a public hearing and order this project so that the acquisitions can occur and construction can take place next summer. The excess material from City Project No. 2017-24 will be used to fill low areas along the alignment of City Project No. 2017-03.

City Project No. 2015-03 is planned for construction in 2019. The draft feasibility study was brought to the Council on April 10, 2017. This study was put on hold until the issue of how to fund collector streets in the NWA could be addressed. Staff have contacted all of the property owners along the 65th Street project alignment, west of T.H. 3, and an area information meeting was held on June 29, 2017 (149 property owners in the NWA were invited) to discuss the topic of collector street funding. Staff will provide a summary of these discussions and a recommendation for the funding policy at the October 2, 2017 study meeting. Once staff receives Council direction with regard to the funding policy, the draft feasibility study will be revised and brought back to the Council.

SDT/kf
Attachment: Map

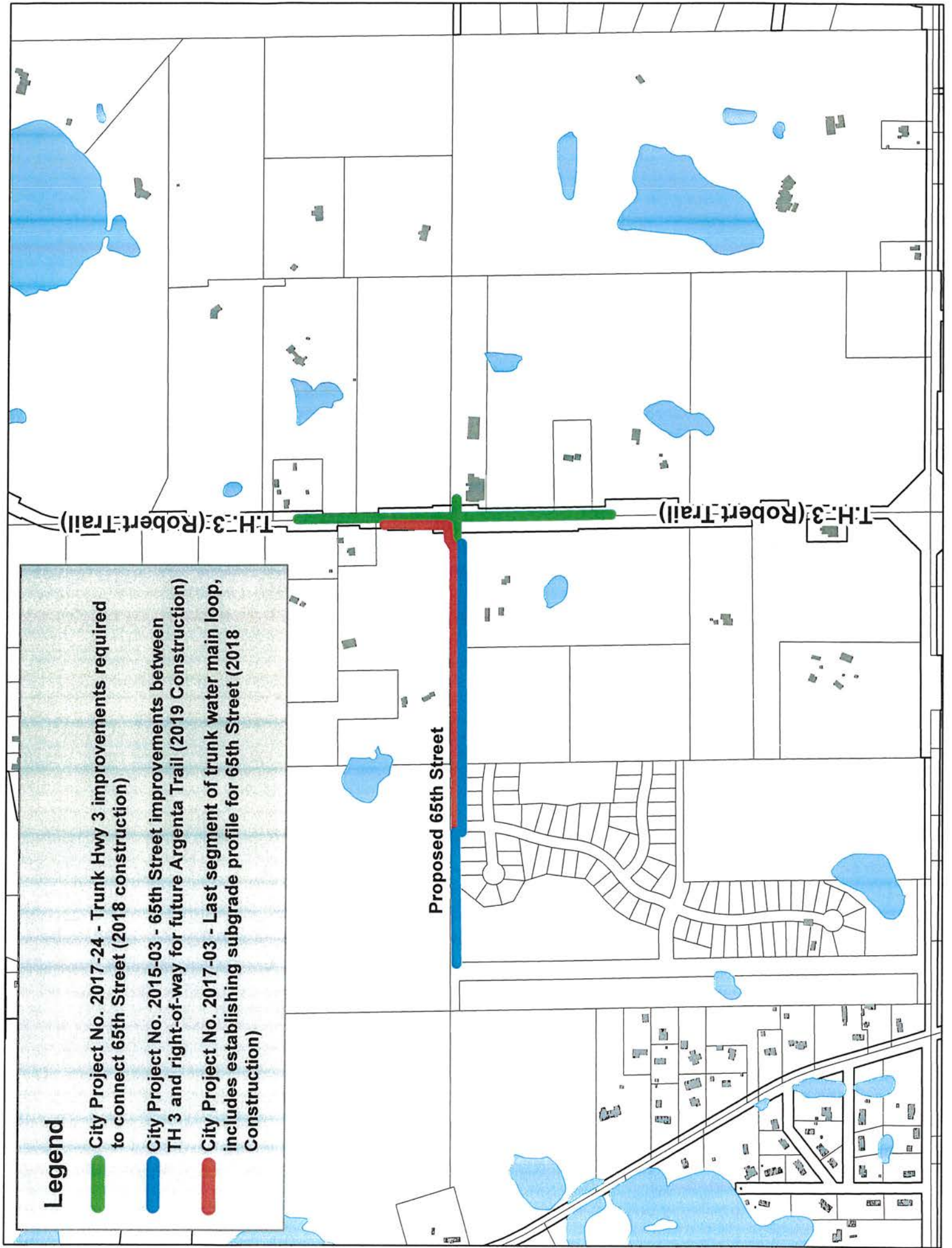
Legend

- City Project No. 2017-24 - Trunk Hwy 3 improvements required to connect 65th Street (2018 construction)
- City Project No. 2015-03 - 65th Street improvements between TH 3 and right-of-way for future Argenta Trail (2019 Construction)
- City Project No. 2017-03 - Last segment of trunk water main loop, includes establishing subgrade profile for 65th Street (2018 Construction)

Proposed 65th Street

T.H. 3 (Robert Trail)

T.H. 3 (Robert Trail)



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

**RESOLUTION SEPARATING CITY PROJECT NO. 2015-03 - 65TH STREET
CONSTRUCTION (BETWEEN T.H. 3 AND ARGENTA TRAIL) AND ESTABLISHING ONE
ADDITIONAL PROJECT: CITY PROJECT NO. 2017-24 – T.H. 3 INTERSECTION
IMPROVEMENTS FOR THE 65TH STREET PROJECT, AND AUTHORIZING FEASIBILITY
STUDIES FOR CITY PROJECT NOS. 2017-03 AND 2017-24**

RESOLUTION NO. _____

WHEREAS, on May 11, 2015, Council approved a proposal for engineering services from WSB & Associates, Inc. for preparation of the feasibility report and other engineering services for City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail); and

WHEREAS, on April 10, 2017 Council authorized design on the T.H. 3 Intersection only; and

WHEREAS, after preliminary review of easement needs, review of easement appraisals, review of the coordination with 65th Street construction, review of the differing methods of street and highway construction, and receiving engineering guidance, it was decided to separate City Project No. 2015-03 into two phases and add one additional project to complete the scope of City Project No. 2015-03; and

WHEREAS, City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) will continue as per the original project; and

WHEREAS, City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project has a schedule to be constructed in 2018 (concurrently with the 70th Street Roundabout) and will be established as a new project; and

WHEREAS, the scope of City Project No. 2017-03 will be revised to include the grading necessary to establish the road subgrade elevation for the 65th Street project; and

WHEREAS, the Council approval of this resolution establishes the connection between City Project Nos. 2015-03, 2017-24 and 2017-03 because these three projects will complete the project scope outlined in the feasibility study for this City Project.

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

1. WSB & Associates, Inc., City Engineer, City Attorney, appraiser, and other members of the right-of-way team are authorized to prepare reports, secure easements and analyses for City Project Nos. 2015-03, 2017-24 and 2017-03.
2. Project funding for City Project Nos. 2015-03, 2017-24 and 2017-03 is through the NWA Water Fund (511), special assessments and Municipal State Aid.
3. The City Attorney is authorized to provide services on City Project Nos. 2015-03, 2017-24 and 2017-03, as necessary.
4. The Council hereby establishes City Project Nos. 2015-03, 2017-24 and 2017-03 to meet the scope of the approved feasibility study for each project by constructing these intersection improvements at T.H. 3 and 65th Street.

5. The City will conduct a public hearing to consider ordering City Project No. 2017-24 after the feasibility study for the project is received.

Adopted by the City Council of Inver Grove Heights this 25th day of September 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

**RESOLUTION RECEIVING AND ACCEPTING PROFESSIONAL SERVICES PROPOSAL
FROM WSB & ASSOCIATES, INC. FOR THE PREPARATION OF A FEASIBILITY REPORT
FOR CITY PROJECT NO. 2017-03 – NWA TRUNK WATERMAIN IMPROVEMENTS - 65TH
STREET LOOP (PHASE III OF 2015-12) HWY 3 TO BLACKSTONE RIDGE**

RESOLUTION NO. _____

WHEREAS, on January 9, 2017, the City Council approved an engineering services proposal for preparation of the feasibility study for City Project No. 2017-02 – 65th Street Improvements and established City Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge; and

WHEREAS, the feasibility report was prepared and City Project No. 2017-02 was constructed in 2017; and

WHEREAS, the City desires to prepare a feasibility study to construct City Project No. 2017-03 in 2018; and

WHEREAS, a proposal for professional engineering services for a feasibility study was requested and received from WSB & Associates, Inc., the consultant preparing the feasibility report; and that proposal showed a thorough understanding of the required scope of work, and provided a reasonable cost for the proposed services.

NOW, THEREFORE BE IT RESOLVED by the City Council of Inver Grove Heights that:

1. The City Council of Inver Grove Heights receives and accepts the WSB & Associates, Inc. proposal for a feasibility report in the amount of \$11,878 for professional services for City Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge.
2. The City Engineer is authorized to secure geotechnical testing services for the project.
3. The City Engineer and City Attorney along with necessary consultants are hereby authorized to secure the right-of-way and easements needed for the project.
4. Funding shall come from Fund 511 and Municipal State Aid.

Adopted by the City Council of Inver Grove Heights this 25th day of September 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

**RESOLUTION RECEIVING AND ACCEPTING PROFESSIONAL SERVICES PROPOSAL
FROM WSB & ASSOCIATES, INC. FOR THE PREPARATION OF A FEASIBILITY REPORT
FOR CITY PROJECT NO. 2017-24 – T.H. 3 INTERSECTION IMPROVEMENTS FOR THE
65TH STREET PROJECT**

RESOLUTION NO. _____

WHEREAS, on May 11, 2015, the City Council approved an engineering services proposal for preparation of the feasibility study by WSB & Associates, Inc. for City Project No. 2015-03 – 65th Street Improvements; and

WHEREAS, a feasibility report is being prepared for City Project No. 2015-03; and

WHEREAS, the City desires to split the project into two phases known as City Project No. 2015-03 and 2017-24; and

WHEREAS, the City needs to prepare a feasibility report for 2017-24; and

WHEREAS, a proposal for professional engineering services for a feasibility study was requested and received from WSB & Associates, Inc., the consultant preparing the feasibility report; and that proposal showed a thorough understanding of the required scope of work, and provided a reasonable cost for the proposed services.

NOW, THEREFORE BE IT RESOLVED by the City Council of Inver Grove Heights that:

1. The City Council of Inver Grove Heights receives and accepts the WSB & Associates, Inc. proposal for a feasibility report in the amount of \$8,447 for professional services for City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.
2. The City Engineer is authorized to secure geotechnical testing services for the project.
3. The City Engineer and City Attorney along with necessary consultants are hereby authorized to secure the right-of-way and easements needed for the project.
4. Funding shall come from Municipal State Aid.

Adopted by the City Council of Inver Grove Heights this 25th day of September 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, Deputy Clerk



engineering · planning · environmental · construction

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

September 8, 2017

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

**Re: Request for Authorization to
Provide Professional Services for Feasibility Study
65th Street Trunk Water Main Improvements
Between Trunk Highway 3 and Argenta Trail
CP - 2017-03**

Dear Mr. Kaldunski:

This letter is a scope of work for the feasibility study of the 65th Street trunk water main improvements between Trunk Highway 3 (Robert Trail South) and Argenta Trail (CSAH 63) in the northwest area of the City of Inver Grove Heights.

WSB will work with City staff to further evaluate the feasibility of trunk water main installation in the Northwest Expansion Area.

The feasibility study will include the following:

- Executive Summary, Background Information, Existing Conditions, Proposed Conditions, Conclusions and Recommendations
- Location Map
- Financing and Funding Sources
- Project Cost and Schedule

WSB understands the feasibility report must be completed in conjunction with the TH 3 roadway work and that it's the first step prior to the City holding a public hearing and ordering the project. We anticipate the feasibility report will be presented at the October 9th council meeting and the public hearing will be held at the October 25th council meeting.

Mr. Tom Kaldunski
September 8, 2017
Page 2

This proposal represents our complete understanding of the work needed to complete the feasibility study as requested. The total cost for the described work above and detailed in the attached work plan is **\$11,878**.

We appreciate the opportunity to share this proposal with you, and look forward to working with the City of Inver Grove Heights on this project. If you agree with the scope of services and proposed fee, please sign in the appropriate space below and return one copy to us. Please contact me at 612-214-7053 or breifsteck@wsbeng.com if you have any questions regarding this proposal. Thank you.

Sincerely,

WSB & Associates, Inc.



Brad A. Reifsteck, PE
Sr. Project Manager

ACCEPTED BY:

City of Inver Grove Heights

***I hereby authorize WSB & Associates, Inc. to complete the Feasibility Study identified above
for an hourly not to exceed cost of \$11,878.***

Name _____
Title _____
Signature _____
Date _____



Design Service Project Fees

Feasibility Study - 65th Street Water Main Improvements (Robert Trail to Babcock Trail) City of Inver Grove Heights, Minnesota

Description	Estimated Hours					Total Hours	Cost
	Principal	Sr. Project Mgr.	Project Engineer	GIS Specialist	Office Technician		
I. Project Management (time included within specific phases)							
II. Feasibility Study							
A. Review Existing Trunk Watermain Alignment		4	6			10	\$ 1,142.00
B. Meetings (2)		4	2		2	8	\$ 892.00
C. Feasibility Report	2				4	4	\$ 598.00
Executive Summary		2	2			4	\$ 472.00
Background Information		2	12			14	\$ 1,462.00
Existing Conditions		2	12			14	\$ 1,462.00
Proposed Conditions		4	16			20	\$ 2,132.00
Conclusion and Recommendations		4	4			4	\$ 548.00
Financing and Funding Sources		4	2			6	\$ 748.00
Project Cost and Schedule		2	8			10	\$ 1,066.00
D. Report Exhibits		2	4			6	\$ 670.00
Project Location Map				8		8	\$ 688.00
Deliverable: 2 Bound hard copies + electronic pdf of Final Report							
Meetings include 2 meetings with City Staff							
Grand Total All Phases	2	30	64	8	6	108	\$ 11,878.00
Hourly Rates	\$153.00	\$137.00	\$99.00	\$86.00	\$73.00		
Expenses (Printing, Mileage)							\$ -
TOTAL PROJECT COST							\$ 11,878.00



Building a legacy – your legacy.

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

September 8, 2017

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

**Re: Request for Additional Fees to Provide
Professional Services for Feasibility Study
65th Street Improvements
Between Trunk Highway 3 and Argenta Trail
2017-24**

Dear Mr. Kaldunski:

This letter is a scope of work for completing the feasibility study of the Trunk Highway 3 (South Robert Trail) roadway improvements in preparation for the future 65th Street improvements between Trunk Highway 3 (Robert Trail South) and future Argenta Trail (CSAH 63) in the northwest area of the City of Inver Grove Heights.

As you know, WSB is currently working on the preliminary design of Trunk Highway 3 improvements for this segment of roadway and most recently achieved MnDOT acceptance for the design and layout for these improvements in preparation for a 2018 bid letting. The purpose of this request is to update the current feasibility report with the accepted layout, property acquisition, project costs, financing and schedule and to split Phase 1 – Trunk Highway 3 and Phase 2 – 65th Street Roadway Improvements into two separate feasibility reports.

WSB understands the Phase 1 – Trunk Highway 3 feasibility report must be completed prior to the City holding a public hearing and ordering the project. We anticipate the feasibility report will be presented at the October 9th council meeting and the public hearing will be held at the October 25th council meeting. Phase 2- 65th Street Roadway Improvements will be presented to council later, once property acquisition is complete and property assessments are determined.

Equal Opportunity Employer
wsbeng.com

Mr. Tom Kaldunski
September 8, 2017
Page 2

This proposal represents our complete understanding of the work needed to split Phase 1 and Phase 2 work into two separate reports as requested. The total cost for the described work above and detailed in the attached work plan is **\$8,447**.

Please contact me at 612-214-7053 or breifsteck@wsbeng.com if you have any comments, questions, or concerns regarding this request. Thank you.

Sincerely,

WSB & Associates, Inc.



Brad A. Reifsteck, PE
Sr. Project Manager

ACCEPTED BY:

City of Inver Grove Heights

**I hereby authorize WSB & Associates, Inc. to complete the Feasibility Study
identified above for an additional cost of \$8,447.00.**

Name _____

Title _____

Signature _____

Date _____



Additional Design Service Project Fees
Feasibility Study - Phase 1 & 2, TH 3 and 65th Street Improvements (Robert Trail to Babcock Trail)
 City of Inver Grove Heights, Minnesota

Description	Estimated Hours					Total Hours	Cost
	Principal	Sr. Project Mgr.	Project Engineer	GIS Specialist	Office Technician		
I. Project Management (time included within specific phases)							
II. Feasibility Study							
A. Separate Existing Report into Phase 1 & Phase 2 Reports							
B. Meetings (2)		2	2			4	\$ 472.00
C. Phase 1 - TH 3 Feasibility Report		1			6	7	\$ 575.00
Update Executive Summary		1	2			3	\$ 335.00
Update Proposed Conditions							\$ -
Roadway			2			2	\$ 198.00
Utility Coordination			2			2	\$ 198.00
Storm Sewer Improvements			2			2	\$ 198.00
Easement Acquisitions			2			2	\$ 198.00
Update Exhibits			2	4		6	\$ 542.00
Conclusion and Recommendations		1				1	\$ 137.00
Financing and Other Funding Source Opportunities		1	2			3	\$ 335.00
Project Cost and Schedule		1	2			3	\$ 335.00
D. Phase 2 - 65th Street Feasibility Report					6	6	\$ 438.00
Update Executive Summary		2	2			4	\$ 472.00
Update Proposed Conditions		2	4			6	\$ 670.00
Roadway			2			2	\$ 198.00
Utility Coordination			2			2	\$ 198.00
Storm Sewer Improvements			2			2	\$ 198.00
Easement Acquisitions			4			4	\$ 396.00
Update Exhibits			2	4		6	\$ 542.00
Conclusion and Recommendations		2	4			6	\$ 670.00
Financing and Other Funding Source Opportunities		2	4			6	\$ 670.00
Project Cost and Schedule		2	2			4	\$ 472.00
Deliverable: 2 Bound hard copies + electronic pdf of Final Report							
Meetings include 2 meetings with City Staff							
Grand Total All Phases		17	46	8	12	83	\$ 8,447.00
Hourly Rates	\$153.00	\$137.00	\$99.00	\$86.00	\$73.00		
Expenses (Printing, Mileage)							\$ -
TOTAL PROJECT COST							\$ 8,447.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER Property Exception Requests

Meeting Date: September 25, 2017
 Item Type: Consent
 Contact: Joe Lynch, City Administrator
 Prepared by: Ally Hillstrom,
 City Government Intern
 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 to add parcels to the geographic portion of the city available for bow hunting and target practice until December 31, 2017.

SUMMARY:

Three property exception request applications were presented to the City Council for approval on September 11, 2017, which included the following parcels;

Application One – Continuous properties combining to 9.78 acres

- James and Lora Krech
 - o 2565 62nd St E (Parcel ID: 20-53577-01-020)
 - o 2585 62nd St E (Parcel ID: 20-53578-01-010)
- Arlan and Dianne Olson
 - o 2615 62nd St E (Parcel ID: 20-43102-01-030)

Application Two – Single property of 2.51 acres

- Robert Murphy
 - o 8345 Delaney Cir E (Parcel ID: 20-75900-01-160)

Applicant Three – Single property of 2.6 acres

- Robert Illetschko
 - o 8920 89th Ct E (Parcel ID: 20-15200-01-120)

Attached to this summary for your action is a resolution approving the 2017 bow hunting property exception requests.

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

RESOLUTION NO. ____

**RESOLUTION APPROVING 2017 BOW HUNTING PROPERTY EXCEPTION
REQUESTS**

WHEREAS, City Code 5-6-1 D allows the City Council, by resolution, to add parcels on an annual basis to the geographic portion of the city available for bow hunting or target practice;

WHEREAS, three property exception requests were presented to the City Council for approval on September 11, 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that the following parcels will be added to the geographic portion of the city available for bow hunting and target practice until December 31, 2017:

James and Lora Krech:	2565 62 nd St E
James and Lora Krech:	2585 62 nd St E
Arlan and Dianne Olson:	2615 62 nd St E
Robert Murphy:	8345 Delaney Cir E
Robert Illetschko:	8920 89 th Ct E

Passed by the City Council of Inver Grove Heights this 25th day of September, 2017.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: September 25, 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:

Inspections

Christianson, Diane, On-Call Clerk

Parks & Recreation/VMCC

Bagley, Mikaela, Lifeguard
 Doyle, Jackelyn, Water Safety Instructor
 Mitchell, Selena, Child Care Worker

Golf Course

Foster, Nicholas, Outside Services
 Fuerst, Calida, Food & Beverage Concessionaire
 Theroux, Brianna, Food & Beverage Concessionaire
 Wreh, Kimberly, Food & Beverage Concessionaire

Please confirm the Resignation/Termination of Employment of:

Parks & Recreation/VMCC

Monita, Adriana, Fitness Instructor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Continuance of the Public Hearing to Consider Resolution for Municipal Consent for the Final Layout for T.H. 3 Reconstruction from T.H. 149 to Ann Marie Trail (SP 1921-94) – City Project No. 2018-01

Meeting Date: September 25, 2017
Item Type: Public Hearing
Contact: Thomas J. Kaldunski, 651-450-2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

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

PURPOSE/ACTION REQUESTED

Conduct the continuance of the public hearing to consider resolution for municipal consent for the final layout for T.H. 3 Mill and Overlay from T.H. 149 to Ann Marie Trail (SP 1921-94) – City Project No. 2018-01.

SUMMARY

Following public testimony at the July 24, 2017 public hearing to consider Municipal Consent for City Project No. 2018-01, the Council decided to continue the public hearing to September 25, 2017 to allow time for MnDOT to address the questions raised in the public testimony. The continuance date was chosen based on MnDOT input.

State Project SP 1921-94 would include the following main components if municipal consent is approved:

1. Partial reconstruction of T.H. 3 from T.H. 149 to Ann Marie Trail
2. Mill and overlay of T.H. 149 from T.H. 3 to Albano Trail
3. Revisions to the existing intersection at T.H. 3 and Rich Valley Boulevard into two 'T' intersections
4. MnDOT will secure additional ROW for the proposal
5. Drainage features will be updated as needed
6. A bypass lane for southbound T.H. 3 at 93rd Street will be constructed

MnDOT provided information with regard to the questions that were asked at the public hearing (attached). MnDOT staff indicated that the property owners were contacted to discuss their concerns.

Staff recommends that the Council adopt the resolution to grant municipal consent for City Project No. 2018-01, Final Layout for T.H. 3 Reconstruction from T.H. 149 to Ann Marie Trail (SP 1921-94).

TJK/kf

Attachments: Resolution
Project Overview
MnDOT Attachment

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

**RESOLUTION APPROVING THE FINAL LAYOUT FOR T.H. 3 MILL AND OVERLAY FROM T.H. 149
TO ANN MARIE TRAIL (SP 1921-04) – CITY PROJECT NO. 2018-01**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on June 12, 2017 called for a public hearing on the proposed final layout for T.H. 3 Mill and Overlay from T.H. 149 to Ann Marie Trail (SP 1921-94) – City Project No. 2018-01; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and a notice of public hearing was mailed to affected parcels and the hearing was held thereon on July 24, 2017, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, the Commissioner of Transportation has prepared a final layout for State Project 1921-94 on Trunk Highway 3 from Highway 149 to Ann Marie Trail and on Hwy 149 from Highway 3 to 0.3 miles north of Hwy 3, within the City of Inver Grove Heights for roadway and intersection improvements; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167; and

WHEREAS, said final layout is on file in the Metro District Minnesota Department of Transportation office, Roseville, Minnesota, being marked as Layout No. 1A, S.P. 1921-94; and

WHEREAS, the City Council received public input at the July 24, 2017 public hearing and decided to continue the hearing to September 25, 2017 to allow MnDOT the opportunity to contact and respond to the property owner's concerns; and

WHEREAS, MnDOT has contacted the property owners and is prepared to complete the right-of-way acquisitions if municipal consent is approved.

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

1. The final layout for MnDOT project on T.H. 3 from T.H. 149 to Ann Marie Trail and on T.H. 149 from T.H. 3 to Albano Trail (SP 1921-94 – City Project No. 2018-01 is hereby approved.
2. The improvements for City Project No. 2018-01 (SP 1921-04) will be funded by MnDOT.

Adopted by the City Council of Inver Grove Heights this 25th day of September 2017

AYES:
NAYS:

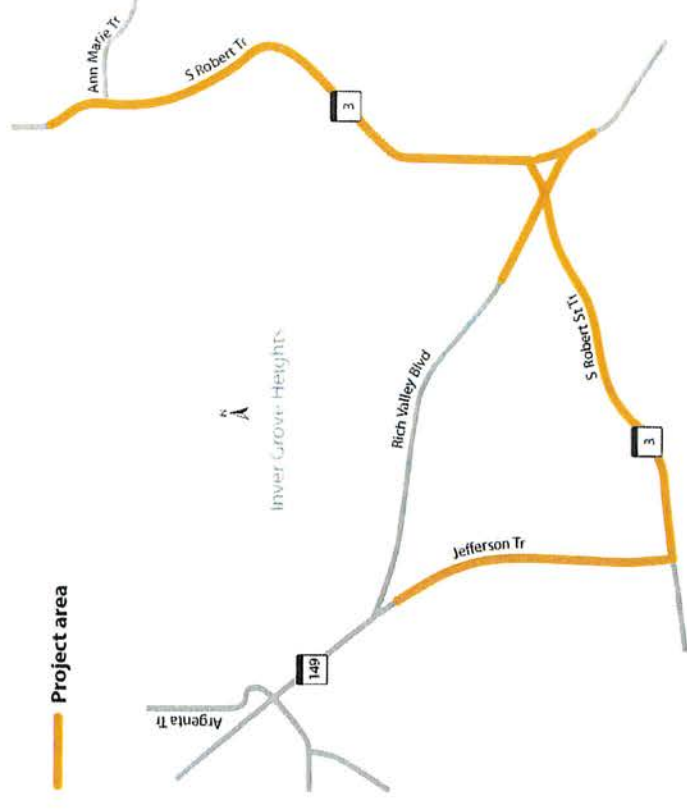
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Project Overview

- Project Elements
 - Reconstruct Hwy 3
 - Grading & tree removal
 - Resurface Hwy 149
 - Drainage improvements
 - Hwy 3/CR 71 Intersection modification including adding turn lanes
 - SB Hwy 3 bypass lane at 93rd



Date: August 3, 2017

Mr. Scott Thureen
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Comments received at Municipal Consent Hearing for SP 1921-94

Mr. Thureen,

MnDOT has reviewed the comment log provided following the Monday July 24th public hearing, and provided additional details below and enclosed.

Concerns at 9430 Rich Valley Rd:

- Intersection realignment causing headlights shining on the house, address screening concerns:
 - MnDOT will compensate for the property acquisition and tree removal, which could be used by the property owner to replace vegetation or place a berm at the location of the homeowners choosing. MnDOT has generated a graphic (attached) showing the anticipate headlight range NB 71 vehicles would have on this property. The range of high beams is approximately 350', which leaves an approximately 100' buffer to the house. Also note from the aerial view there are several existing groupings of trees between the house and proposed intersection on the property that will remain in place and act as a visual screen between the house and the intersection.
- Trees to be removed: *(If the property owner desired to do so,)*
 - MnDOT would issue a permit for the relocation of trees identified for removal at the homeowner's expense, and within the existing easement and new property being acquired. Only trees identified for removal would be allowed to be relocated, and MnDOT can produce plan sheets identifying such trees.
 - The homeowner will be compensated for the value of the trees within the newly acquired property (shown in red), however those trees within the existing highway easement (shown in blue) will not be compensated.
- Driveway impacts:
 - The current driveway is 121' from the existing intersection, and the proposed driveway is 56' from the realigned intersection. MnDOT is not opposed to moving the driveway further north on CSAH 71 to increase the distance between the driveway and the intersection. However MnDOT believes the proposed design provides for the best sight distance to traffic turning right from Hwy 3 to northbound CSAH 71. Due to the realigned intersection, it is anticipated that

drivers will need to slow down to make the right turn onto NB CSAH 71, whereas today they would accelerate through the intersection and driveway due to the current configuration.

- o The current driveway is approximately 680' long from the edge of the county road to the garage, which will be extended by 50' with the new alignment. The existing apron is paved, and the extension would be paved as well. This is an increase in driveway length of 7%.

With regard to moving the driveway access to TH 3.

- o MnDOT policy is to restrict access to the Trunk Highway if a property is adjacent to another road and can get reasonable and suitable access from the minor road. In general, this is to restrict conflict points on the TH because of the typical higher speed limit, and higher AADT, which would both contribute to a higher chance of a crash.

- For the property in the NW corner of TH 3/CSAH 71 in IGH there are additional factors that need to be considered when determining the safest place for a driveway, TH 3 or CSAH 71:
- A driveway on CSAH 71 would be in a much slower area, because vehicles are slowing down to stop or are just turning onto CSAH 71 at a much slower speed, than if the driveway was on TH 3 with free flowing higher speed traffic.
- CSAH 71 is a flat area for better sight distance, vs a driveway onto TH 3 which would be on a vertical curve and a horizontal curve, which would put the driver entering or exiting TH 3 at a higher risk of NOT being seen.

- o Driveway relocation to a shared driveway could be discussed during right-of-way negotiations. The MnDOT project is not requiring the driveway relocation, and as such, eminent domain of the neighboring property would not be pursued.

Concerns at 9401 Rich Valley Blvd:

- Intersection alternatives:
 - o MnDOT did evaluate the alternative of purchasing the sight corner and removing trees, without modifying the intersection geometry. Dakota County, after hearing complaints about the intersection, approached MnDOT and offered to pay for the geometric improvements which consist of adding Left Turn Lanes and realigning the intersection to eliminate skewed sight lines. Other alternatives evaluated included more significant realignments of TH 3 and/or CSAH 71 including roundabout options. These were not selected due to the larger right-of-way acquisition impact and much higher construction cost. See attached concepts.

Concerns at 9630 South Robert Ct:

- Southbound Hwy 149 left turn lane length:
 - o The SB left turn from Hwy 149 to Hwy 3 is scheduled for an updated traffic count this fall following the start of school. This information can help determine if any improvements are required. Previous counts at this location do not indicate added length is required, but the updated counts will be done to verify this.

Concerns at 9500 South Robert Trail:

- Loss of screening when trees are removed:

- o Once municipal consent is received, an offer can be made. The mapping information will be provided to the property owner showing the current easement and the proposed acquisition. See attached graphic showing the new acquisition area (highlighted in red). This lot appears to be heavily vegetated, with the house sitting some distance from Highway 3, and as shown in the attachment, limited right-of-way acquisition is proposed.

Concerns at 9285 South Robert Trail:

- Posts/poles at the end of the driveway:
 - o Mike Kruse, project manager, talked to Mr. Conroy and discussed this concern. The poles are within the MnDOT right-of-way and due to pipe replacement the poles would need to be removed. Owners are not legally allowed to place items within MnDOT right-of-way without a permit, however the poles could be moved by the homeowner in advance of the project and relocated to private property.

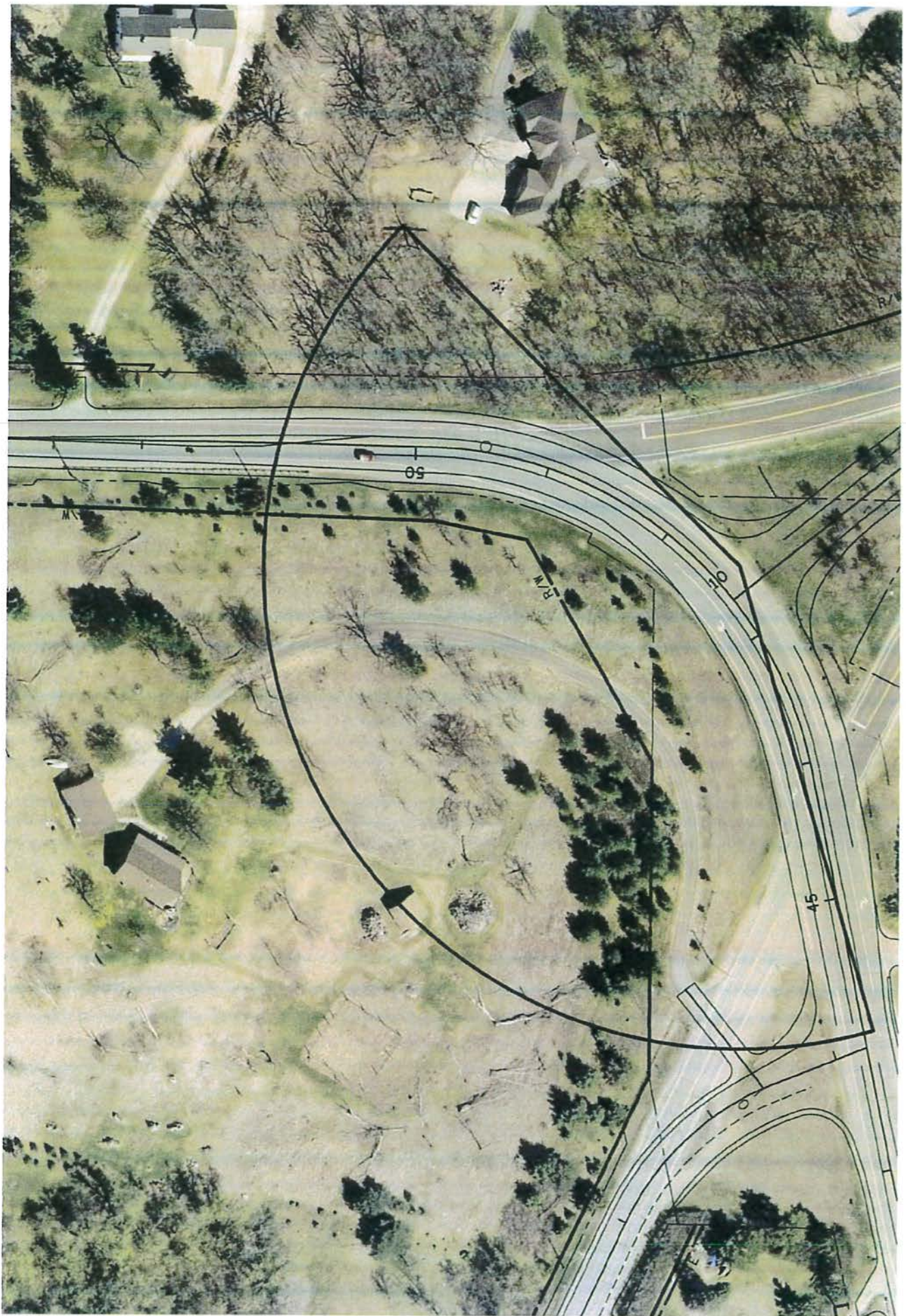
Municipal consent is required in order to move forward with the current plans. If municipal consent is not received, the pavement fix would be reduced to a mill and overlay, minimal drainage repairs would occur within the current right-of-way, no intersection improvements at Highway 3/ CSAH 71 would occur, the bypass lane addition at 93rd would be removed, and no slope grading would occur. This mill and overlay has a shorter lifespan than the reconstruction, and would require MnDOT to complete more frequent maintenance work, increasing the impacts to people traveling Hwy 3. Reducing scope to a mill and overlay is not an ideal solution from a pavement lifecycle cost perspective which is why MnDOT is proposing a longer term reconstruction improvement for Hwy 3 which will reduce the amount of maintenance work (patching, slope, and drainage repairs) which benefits both MnDOT and the traveling public through reduced maintenance costs and traffic impacts on the highway.

Sincerely,

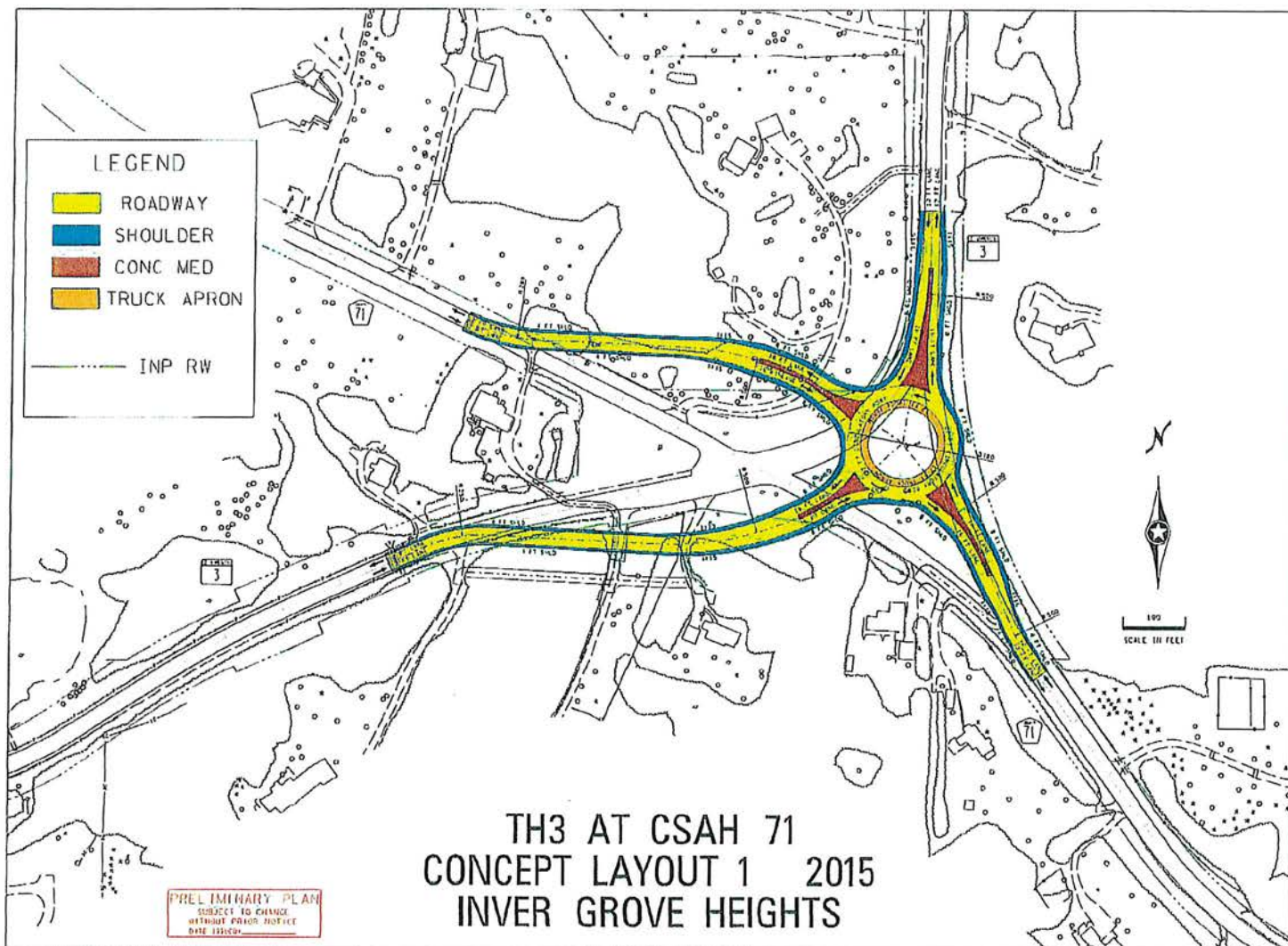


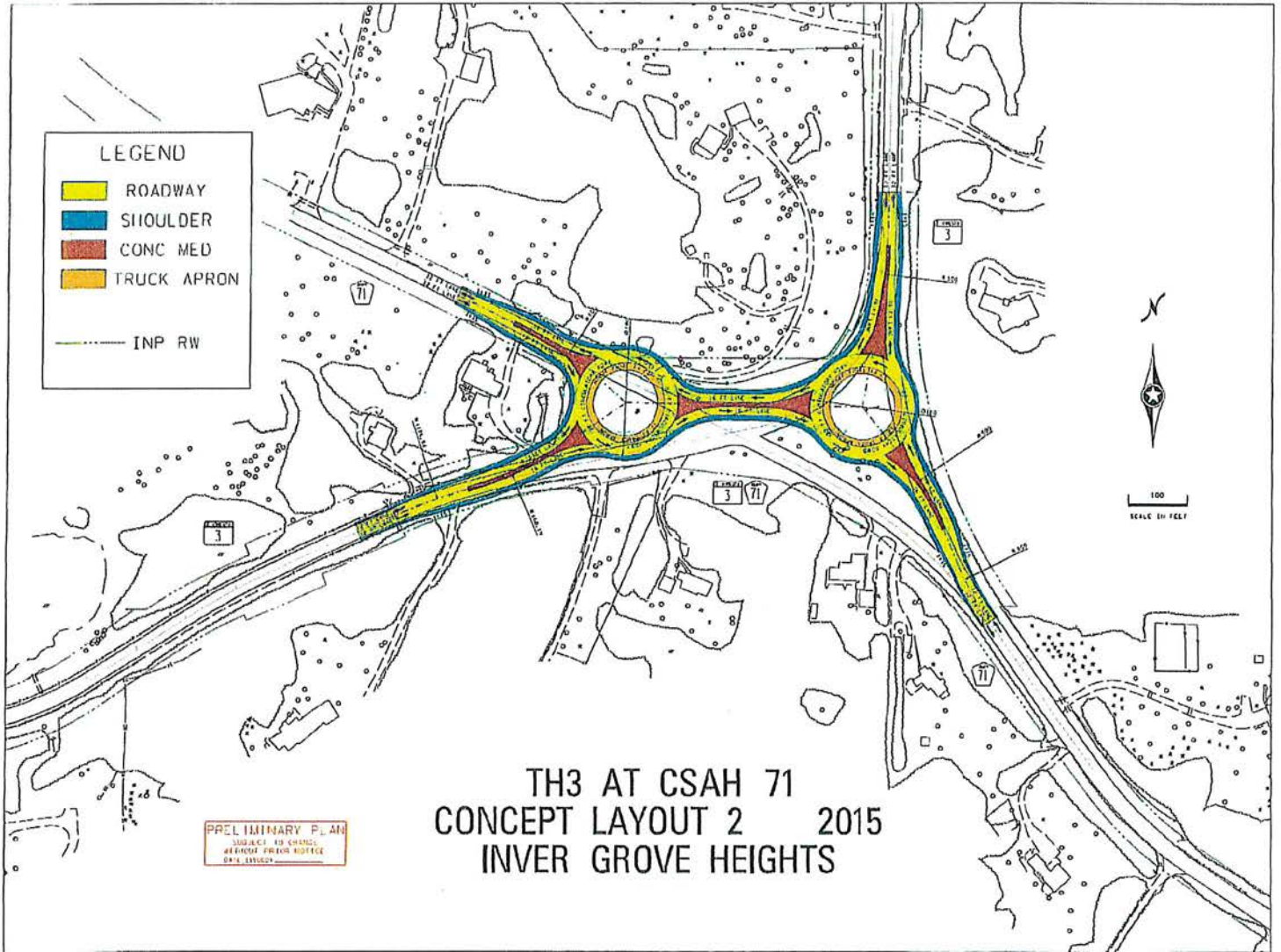
Molly Kline

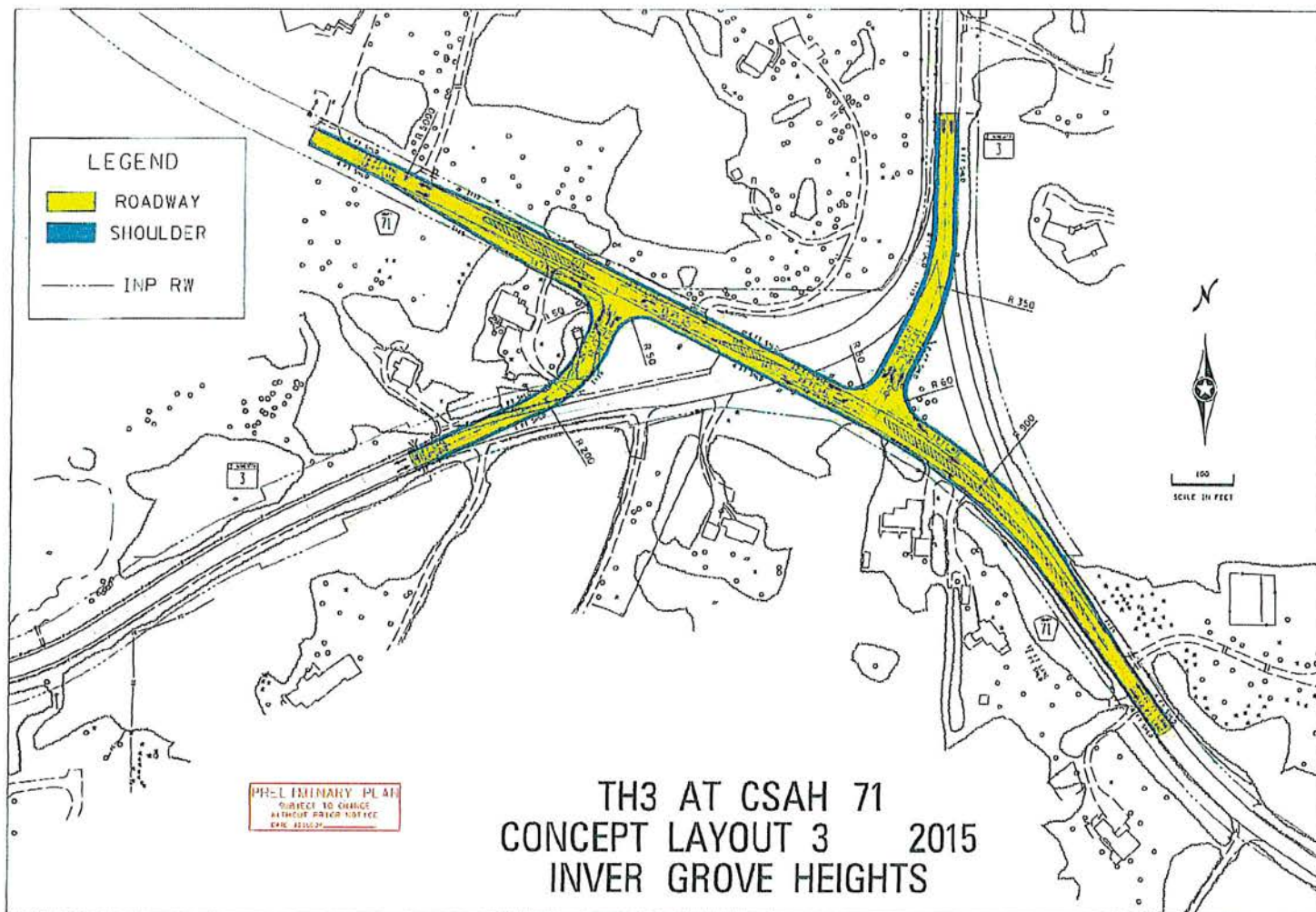
South Area Engineer
MnDOT Metro District



HEADLIGHT ANALYSIS

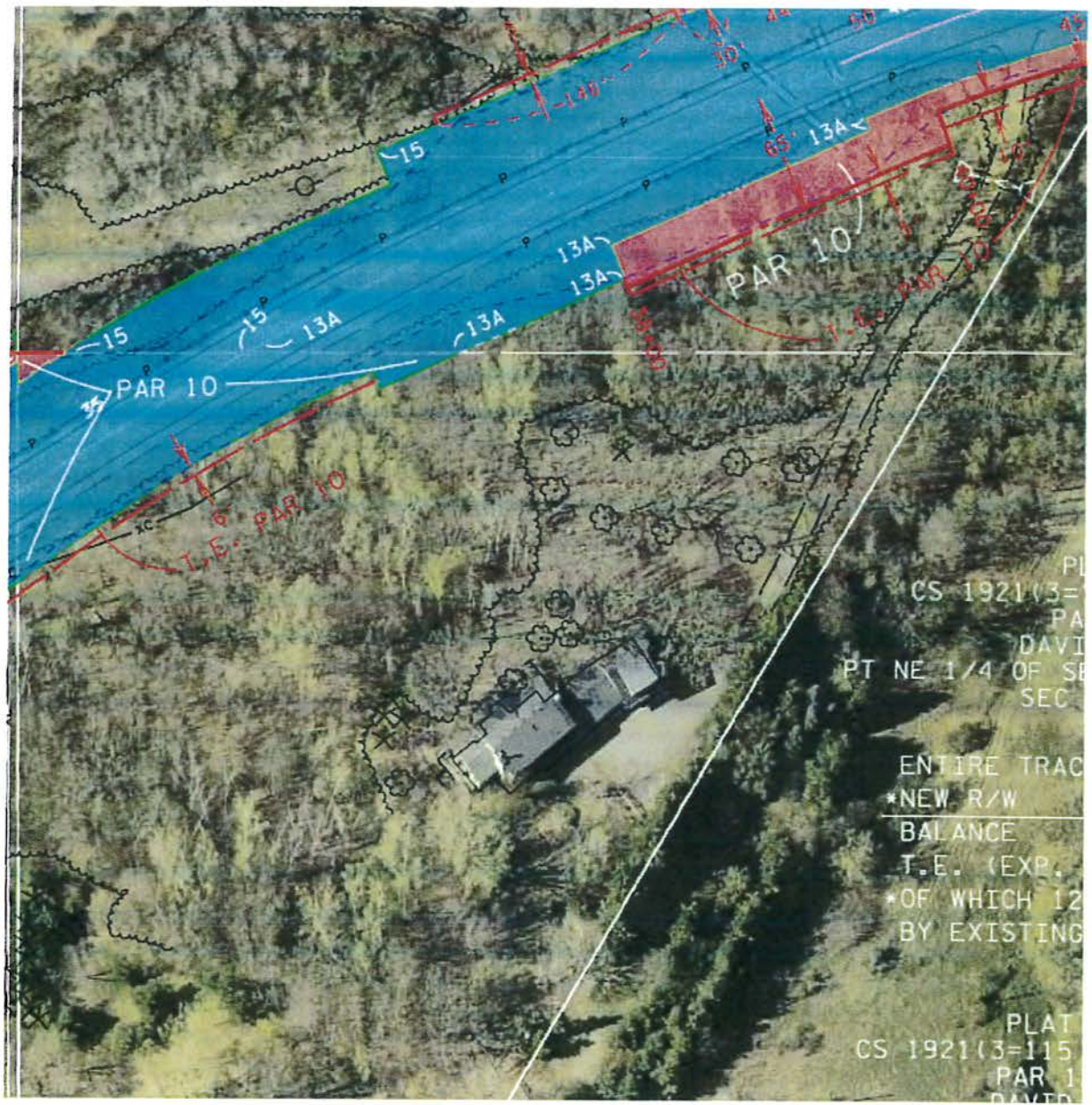






CONCEPT LAYOUT 4 2015
INVER GROVE HEIGHTS
TH 3 AT CO 71





9500 SOUTH ROBERT TRAIL - CONCERN
OVER LOSS OF SCREENING

Roles and Procedures

Municipal consent should only be requested from a city if it is required. (See Threshold Criteria above).

Sometimes a city may choose to waive municipal consent on a specific project. In that case the city council must pass a resolution clearly identifying the project and waiving its right to municipal consent for that project. However, the typical municipal consent process is as outlined below.

Procedure (for obtaining municipal consent)

1. Mn/DOT (District) submits to the city the final layout with a letter requesting city approval. The letter includes a good faith cost estimate of the city's share of the project's cost and the following (either in the letter or in an attached report):
 - project purpose
 - route location
 - short description of the proposed design of the highway
 - any additional supporting data
2. City schedules and holds public hearing (within 60 days of submittal).
City must schedule within 15 days of receiving Mn/DOT's request for approval and must give 30 days public notice.
3. City passes resolution approving / disapproving (within 90 days of public hearing).
After 90 from the date of the public hearing, if the city has not passed a resolution disapproving the layout, the layout is deemed approved.
4. If city disapproves, Mn/DOT decides whether to:
 - a. Meet city's condition(s), assuming city approved with conditions:
Mn/DOT writes city a letter indicating this and attaches revised layout with change(s). This ends the MC process.
 - b. Go to the appeal process.
 - c. Stop the project (do not build the project, or scale project down so that municipal consent is no longer required).

5. If in the final plan Mn/DOT alters access, capacity or R/W, Mn/DOT must re-submit changed portion of plan for city's approval. (The city is not required to hold another public hearing and has 60 days to approve or disapprove).

City Approval

The city can approve either by a formal approval resolution (see generic resolution in Appendix), or by not passing a resolution disapproving the layout within 90 days of the public hearing.

The city's review – with regards to layout approval – is limited to the project elements in the final layout that are within the boundaries of that city. A city cannot impose a condition on its approval that is outside of the city's boundaries.

The process allows the city one opportunity to exercise approval or disapproval of the final layout (unless Mn/DOT alters the plan with regards to access, capacity, or right-of-way). Once a city approves the layout, it cannot rescind its approval later. If a city disapproves with conditions, and if Mn/DOT agrees to meet those conditions – and notifies the city in writing (including copy of revised layout) – then municipal consent has been obtained.

The municipal consent statute applies to changes on "any route on the trunk highway system lying within any municipality." If a T.H. borders a city and no section of the T.H. is completely within the city limits, municipal consent is still required for any of the designated changes (access, capacity, or right of way) that do occur within that city. However, if the changes triggering the municipal consent process are on the other side of the T.H. – and thus outside the city's limits – then municipal consent is not required from that city and is not requested from that city.

City Disapproval

If a city disapproves the final layout, Mn/DOT can stop the project (or scale it back so that municipal consent is no longer required), or Mn/DOT can take the project to the appeal process.

If the city disapproves – but includes condition(s) for approval, Mn/DOT has the above options plus the option of meeting the city's condition(s), and thus obtaining the city's approval. To do this, Mn/DOT sends the city a letter to that effect with the layout attached (revised to show the change(s)). This completes the municipal consent process; Mn/DOT then has the city's approval. (Sending the letter and revised layout is NOT a resubmittal for further consideration by the city).

Appeal Process

The appeal process is the same for interstate and non-interstate projects. However, the Mn/DOT Commissioner is not bound by the recommendations of the appeal board with respect to interstate highways.

If Mn/DOT decides to go to the appeal process, the first step is to establish an Appeal Board of three members: one member appointed by the Commissioner, one member appointed by the City Council, and a third member agreed upon by both the Commissioner and the City Council. (If a third member cannot be agreed upon, the Commissioner refers the selection to the chief justice of the Supreme Court, who then has 14 days to appoint the third member).

After the appeal board is established, the Commissioner refers the final layout to the Appeal Board. The Appeal Board then has 30 days to hold a hearing at which the Commissioner and the City Council may present their cases for or against approval of the layout. Within 60 days after the hearing, the Appeal Board must make its recommendation regarding the final layout. The recommendation can be for:

- approval, or
- approval with modifications, or
- disapproval.

The board can also make additional recommendations consistent with state and federal requirements as it deems appropriate. The board must submit a written report with its findings and recommendations to the Commissioner and the City Council.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering Project and Authorizing Land Acquisition Services for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction

Meeting Date: September 25, 2017
 Item Type: Public Hearing
 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 |

PURPOSE/ACTION REQUESTED

Consider a resolution ordering project and authorizing land acquisition services for the 2018 Pavement Management Program, 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. The feasibility report was received by Council on August 28, 2017 and the public hearing set for September 25, 2017.

The total estimated project cost is \$1,107,200 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 (attached) has been prepared per City policy which incorporates the independent appraiser's special benefit analysis with a recommended "assessment cap" of \$19,500 per parcel for street and storm water facility improvements and \$8,500 for storm-only parcels adjacent to the project. 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 \$19,500 of the street/storm assessment is proposed due to unique circumstances with the current property access to T.H. 3.

Resident input was received by a questionnaire and a June 7, 2017 neighborhood meeting with pertinent comments and responses incorporated into the feasibility report. Staff held an informational meeting with affected property owners on September 13, 2017 to present the feasibility report recommendations, the proposed preliminary assessments, and receive feedback prior to the improvement hearing. Three property owners attended the 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 of \$19,500 per single-family parcel.
- There was support for the project to be constructed in 2018.
(*We discussed a timeline to be constructed in 2018 between May to September, pending coordination with MnDOT T.H. 3 project.*)
- (*Staff reaffirmed that private obstructions (invisible fence, irrigation, landscaping, etc.) in ROW are the property owner's responsibility to maintain, remove or replace in conjunction with the project.*)
- Mailboxes will be temporarily located through the duration of the project. Residents had concerns that they would not be secured boxes with keys.
(*Residents can get a secured box at the post office.*)
- Residents asked about coordination and timing of construction at 93rd Street intersection with T.H. 3.
(*Staff has been coordinating with MnDOT to incorporate provisions between projects.*)
- 1065 93rd Street resident asked about requesting a street light on the corner of 93rd Street and T.H. 3.
(*A City street light would be by resident petition. A thoroughfare light along T.H. 3 would need Council and MnDOT approval.*)
- A resident asked about what if the bids are high?
(*A high bid amount could put the project under the 20% assessment requirement for bonding and would be a concern since we are at 24% assessed currently proposed.*)
- Questions about impacts to Regional Basin RV-K-5 arose.
(*The feasibility design creates water quality basins to treat the storm water and adds storm sewer to route the stormwater and minimize erosion. The project would have a positive impact on the basin by reducing nutrients, sediment, water volume and erosion to the basin.*)

- Residents asked about access to their property during construction.
(Property access is maintained during construction, but there will be expected delays while trucks are being loaded or dumping on a street with no outlet. Residents will not have vehicle access to their property for a number of days after the curb and gutter and concrete driveways are installed. Contractor's working hours are 7 am to 7 pm, Monday through Saturday, per City Code.

I recommend approving the resolution ordering project and authorizing land acquisition services for City Project No. 2017-09E - 93rd Street/Abigail Court Area Reconstruction.

SWD/kf

Attachments: Resolution
Map
Preliminary Assessment Roll

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

**RESOLUTION ORDERING IMPROVEMENTS AND AUTHORIZING LAND ACQUISITION
SERVICES FOR THE 2018 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO.
2017-09E – 93RD STREET/ABIGAIL COURT AREA RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on August 28, 2017 called for a public hearing on the proposed improvement project, 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on September 25, 2017, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted September 25, 2017.
2. Staff, City Attorney and consulting engineer are authorized to select an appraiser and administer the land acquisition process to obtain necessary easements and agreements for the project.
3. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights, Minnesota this 25th day of September 2017

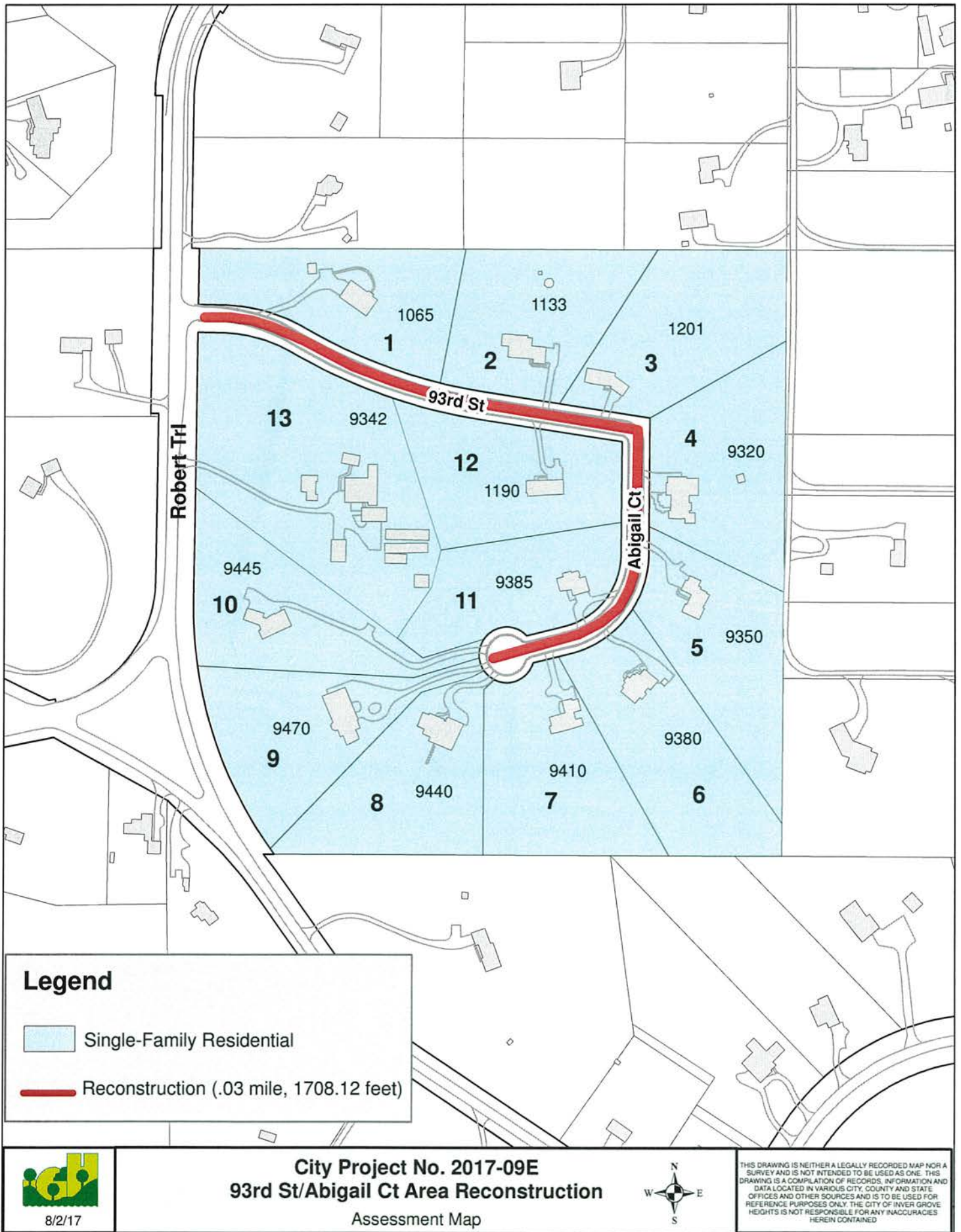
AYES:

NAYS:

George Tourville, Mayor

ATTEST

Michelle Tesser, City Clerk



**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			

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Ordering Project and Authorizing Land Acquisition Services for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction

Meeting Date: September 25, 2017
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. 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: Pavement Management Fund, Special Assessments, Utility Funds, DEED Grant, MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds

PURPOSE/ACTION REQUESTED

Consider resolution ordering project and authorizing land acquisition services for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction.

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 and feasibility report for the project. The feasibility report was received by Council on August 28 and the public hearing set for September 25, 2017.

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. 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

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. 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.

Open houses with businesses and residents were held on May 27, 2015, June 18, 2015 and July 26, 2017 to receive public input which was incorporated into the feasibility report and preliminary design. 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.

Staff held an informational meeting on September 12, 2017 with affected property owners to present the feasibility report recommendations, share the proposed preliminary assessments, answer questions, and receive feedback prior to the improvement hearing. Seven properties were represented at the meeting and a summary of comments are listed below (*staff response in parenthesis and italicized*).

- There was support for the project from those in attendance.
- Property and business access was a concern.
(*Staff affirmed that access to properties and businesses will be maintained. Special considerations such as phasing the project will be incorporated into the design.*)
- The Broderick Boulevard business district, just north of Concord Boulevard, expressed concern on timing of the construction disturbance and customer access during the busiest months of the year, May through August.
(*Staff will consider stipulations in the contract documents to address the concern to the extent practicable.*)
- A request for a left turn lane on eastbound Concord Boulevard onto Buchanan Drive (a private road) was discussed.
(*County has jurisdiction and has previously responded that there is not enough distance between the traffic signals at Broderick Boulevard and Concord Boulevard and Buchanan Drive, to install a left turn lane meeting traffic standards.*)
- Property owners were curious about the expected construction schedule.
(*Staff and consultant responded that it is expected to be an all summer project, May through October of 2018, with some restoration spilling over into spring of 2019.*)
- There was general interest and support of existing and proposed trails and sidewalks.
- Businesses were interested to understand if pedestrians could cross Broderick Blvd. at Buchanan Drive.
(*An official striped and signaled pedestrian crossing for the business district will be at Concord Boulevard with the addition of sidewalk on the west side of Broderick. No pedestrian crossing is being proposed at Buchanan Drive on Broderick Boulevard for safety reasons. Cameras have been placed to monitor and assess traffic and pedestrian movements in the business district.*)
- Concern was raised over irrigation system repair.
(*Staff responded that irrigation in the right-of-way is an unpermitted obstruction which will be the responsibility of the property owners or Arbor Pointe Master Association per agreements.*)
- Maintenance and liability of the trail and sidewalk system was questioned.
(*The trails and sidewalks are built within City right-of-way or easements and the City maintains the trail and sidewalk system, including snow removal in accordance with the snow removal policy.*)

- A question arose over private utility relocations.
(Staff and consultant will be in regular contact and coordination with the private utility companies from the design phase through the construction phase.)
- *(Staff explained how sections of the road may be narrowing or widening based on the traffic study recommendations and turning movements.)*

All street improvements will be constructed within existing City right-of-way. However, there are portions of the proposed trail, sidewalk, and driveway improvements that will require the acquisition of permanent and temporary construction easements. An appraiser will be selected by staff and necessary land acquisition process administered by staff, City Attorney, consultant and appraiser.

I recommend that the Council adopt the resolution ordering project and authorizing land acquisition services for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction.

SWD/kf

Attachments: Resolution
Assessment Map
Preliminary Assessment Roll

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

**RESOLUTION ORDERING IMPROVEMENTS AND AUTHORIZING LAND ACQUISITION SERVICES
FOR THE 2018 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2015-09D –
BRODERICK BOULEVARD RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on August 28, 2017 called for a public hearing on the proposed improvement project, 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on September 25, 2017, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted September 25, 2017.
2. Staff, City Attorney and consulting engineer are authorized to select an appraiser and administer the land acquisition process to obtain necessary easements and agreements for the project.
3. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

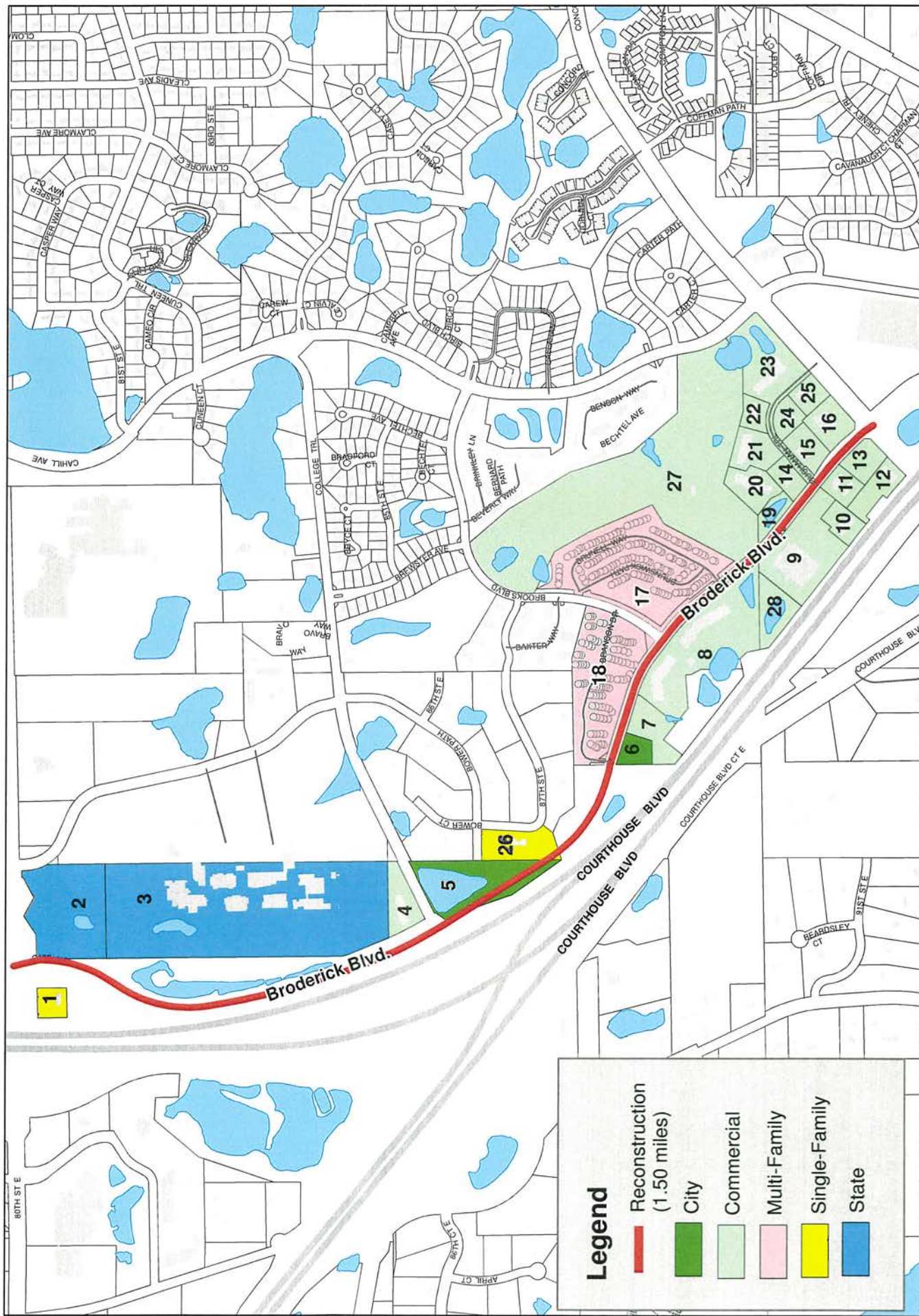
Adopted by the City Council of Inver Grove Heights, Minnesota this September 25, 2017

AYES:
NAYS:

George Tourville, Mayor

ATTEST

Michelle Tesser, City Clerk



City Project No. 2015-09D
Broderick Boulevard 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 COMPILED OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE AGENCIES. THE CITY OF INDIAN GROVE DOES NOT WARRANT THE ACCURACY OF THE INFORMATION HEREIN. THE CITY OF INDIAN GROVE IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

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

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
1	200160027012	SFR	HARLAN F & RITA M KOPP	2304	80TH ST E	\$3,000.00	\$3,200.00	\$975.00
2	200160025011	STATE	STATE OF MN	2452	80TH ST E	\$146,256.47	\$346,302.00	\$42,334.40
3	200160026010	STATE	STATE OF MN	2500	80TH ST E	\$103,030.88	\$190,792.80	\$29,822.60
4	203651501010	COMM	INVER GROVE HEIGHTS GOOD SAMARITAN	8121	COLLEGE TRL	\$82,328.40	\$82,328.40	\$24,680.78
5	200160051015	CITY	CITY OF INVER GROVE HTS			\$220,272.91	N/A	\$69,894.60
6	201185700040	CITY	CITY OF INVER GROVE HEIGHTS	8815	BRODERICK BLVD	\$69,575.45	N/A	\$20,138.82
7	201185700032	CITY	CITY OF INVER GROVE HEIGHTS			\$81,418.08	N/A	\$23,566.72
8	201186201021	COMM	MONUMENT RIDGE LLC	8851	BRODERICK BLVD	\$270,000.00	\$283,500.00	\$109,778.06
9	201186101010	COMM	ARBOR POINTE COMMONS LLC	9015	BRODERICK BLVD	\$174,050.24	\$251,341.20	\$42,581.66
10	201186101020	COMM	BAYDA LLC	9041-61	BRODERICK	\$35,895.98	\$51,835.40	\$8,782.00
11	201186101030	COMM	WALLMARK PROPERTIES LLC	9087	BRODERICK BLVD	\$34,086.10	\$49,222.80	\$8,339.22
12	201186101050	COMM	HALLE PROPERTIES LLC	9101	BRODERICK BLVD	\$51,279.97	\$74,052.00	\$12,545.72
13	201186101040	COMM	TCF NATIONAL BANK			\$40,722.33	\$58,806.00	\$9,962.78
14	201186502030	COMM	WAKOTA FEDERAL CREDIT UNION	9050	BUCHANAN TRL	\$18,663.08	\$44,866.80	\$5,402.08
15	201186501030	COMM	RT MINNEAPOLIS FRANCHISE LLC	9051	BUCHANAN TRL	\$25,367.30	\$60,984.00	\$7,342.64
16	201186402010	COMM	LABELLE INVER GROVE HEIGHTS LLC	9124	BRODERICK BLVD	\$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	BARTON THOMPSON	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 HENNEN	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

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

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
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
17	201177703604	MFR	JULIE A LOSLEBEN	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

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

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
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 PELANZ	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
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 LINDQUIST	8873	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	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
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	ALICIA GALLAWAY	8916	BRUNELL WAY	\$1,415.97	\$2,100.00	\$447.74
17	201177702806	MFR	LINDA 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	RODNEY JOHNSON	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
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

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

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
17	201177703305	MFR	JOEL K SCHESSLER & 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 MATHENGE	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

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

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
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
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

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

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
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 LAFOUNTAIN	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 COSGROVE	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
18	201185702076	MFR	AMY J VANIN	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 FLODDQUIST	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

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

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
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 SPELDRIK	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
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

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

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
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 KOECHELER	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	JACKELYN DOYLE	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

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

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	HOUSE NO.	STREET NAME	2015 FEASIBILITY ASSESSMENT	2017 APPRAISAL CAP ASSESSMENT	2018 PRELIMINARY ASSESSMENT
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
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			\$17,938.30	\$43,124.40	\$5,192.30
20	201186601010	COMM	INVER GROVE HEIGHTS WP LLC	9056	BUCHANAN TRL	\$33,702.26	\$81,021.60	\$9,755.22
21	201186601020	COMM	INVER GROVE HEIGHTS WP II LLC	9058	BUCHANAN TRL	\$33,339.87	\$80,150.40	\$9,650.32
22	201186502010	COMM	WELLS FARGO BANK NA	9062	BUCHANAN TRL	\$16,488.74	\$39,639.60	\$4,772.72
23	201186401011	COMM	CON 55 LLC	9070	BUCHANAN TRL	\$99,294.84	\$238,708.80	\$28,741.20
24	201186501020	COMM	ROOTYS DEN LLC	9061	BUCHANAN TRL	\$18,300.69	\$43,995.60	\$5,297.18
25	201186501010	COMM	A DAVID FLOR	9079	BUCHANAN TRL	\$18,663.08	\$44,866.80	\$5,402.08
26	201820504010	SFR	RICHARD B & CAROL A BAXTER	8665	BOWER CT	\$0.00	\$0.00	\$0.00
27	201187502010	COMM	ARBOR POINTE GOLF CLUB INC	8919	CAHILL AVE	\$12,000.00	\$12,000.00	\$3,900.00
28	201186100010	COMM	ARBOR POINTE COMMONS LLC				\$88,862.40	\$15,054.86
							\$2,729,702.20	\$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.

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
ΔJAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
*BRIDGET McCAULEY NASON
TONA T. DOVE
BRADLEY R. HUTTER
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: Septmber 20, 2017
RE: Second Reading of Ordinance Adopting Permanent Predatory Offender Residency Restrictions

Section 1. Background

Over the past years, 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 ordinances regulating the residency 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 permanent 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.

Section 3. Revisions to Ordinance Following Second Reading.

At its August 28, 2017 meeting, the City Council requested additional information be gathered regarding the inclusion of an exception to the predatory offender residency restrictions for

residences that serve as the primary residence for a designated predatory offender's immediate family, and direction was provided to modify the proposed ordinance to include an exemption from the distance requirements for designated predatory offenders who reside with immediate family members. Following the September 11, 2017 City Council meeting, direction was provided to prepare two versions of the Permanent Ordinance for Council consideration, one which contains the previously-presented exemption from the ordinance for designated predatory offenders residing with immediate family members and one that does not contain such an exemption.

Section 4. 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 two versions of the Permanent Ordinance contain varying language regarding an "immediate family member residence exception" from the residency restrictions, with one version providing for such an exception and one containing no such 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 5. Council Action. The Council will consider a third reading of the attached Permanent Ordinance at its September 25, 2017 meeting. The Council is asked to consider adopting a version of the Permanent Ordinance which contains a waiver of the City Code provisions regarding the effective date of adopted ordinances which will result in the effective date of the Permanent Ordinance being the date of publication in the City's legal newspaper instead of the date that is five days after the date of publication.

Attachments

**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 of the Inver Grove Heights City code 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).

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.

LIBRARY: The Inver Glen Library or any other public library as defined in Minnesota Statutes Section 134.001.

LICENSED CHILDCARE CENTER: A child care center or family child care program 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).

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 property where the permanent or temporary residence of the designated predatory offender is located 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 not 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. Since this Ordinance has been the subject of a public hearing, the Council, by unanimous vote of all of its members, does hereby ordain, pursuant to City Code Sections 1-2-3(D) and (G), that Section 1-2-3(E) of the City Code is suspended and that after passage of this Ordinance, the effective date of this Ordinance shall be the date that this Ordinance is published in the City's official newspaper, rather than five days thereafter.

Passed this _____ day of _____, 2017.

Attest:

George Tourville, Mayor

Michelle Tesser, Deputy City Clerk

**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 of the Inver Grove Heights City code 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:

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PERMANENT RESIDENCE: A place where a person abides, lodges, or resides for fourteen (14) or more consecutive days.

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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 property where the permanent or temporary residence of the designated predatory offender is located 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:
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 - b. The person was a minor when he or she committed the offense and was not 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;
 - e. The residence is a property purchased, leased, or contracted with and licensed by the Minnesota Department of Corrections prior to September 25, 2017; or
 - f. The residence is also the primary residence of the person's parents, grandparents, siblings, or spouse.

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. Since this Ordinance has been the subject of a public hearing, the Council, by unanimous vote of all of its members, does hereby ordain, pursuant to City Code Sections 1-2-3(D) and (G), that Section 1-2-3(E) of the City Code is suspended and that after passage of this Ordinance, the effective date of this Ordinance shall be the date that this Ordinance is published in the City's official newspaper, rather than five days thereafter.

Formatted: Indent: First line: 0.42"

~~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

Michelle Tesser

From: Joe Lynch
Sent: Thursday, September 14, 2017 2:41 PM
To: Michelle Tesser
Subject: FW: Ordinance

Follow Up Flag: Follow up
Flag Status: Flagged

For the record.

From: Kara Perry
Sent: Thursday, September 14, 2017 2:20 PM
To: Joe Lynch <jlynch@invergroveheights.org>
Subject: Fwd: Ordinance

Sent from my iPad

Begin forwarded message:

From: Stacy Lundell <slundell14@hotmail.com>
Date: September 14, 2017 at 1:30:14 PM CDT
To: "<gtourville@invergroveheights.org>" <gtourville@invergroveheights.org>,
"<tbartholomew@invergroveheights.org>" <tbartholomew@invergroveheights.org>,
"<rpiekarskikrech@invergroveheights.org>" <rpiekarskikrech@invergroveheights.org>,
"<kperry@invergroveheights.org>" <kperry@invergroveheights.org>, "<phark@invergroveheights.org>"
<phark@invergroveheights.org>
Subject: Ordinance

Hello,

I know there is a lot of backlash regarding the sex offender registry. Please vote in the best interest of the city. We cannot keep offenders out without serious ramifications. I am a child/adolescent therapist as well as a mom, so I see the trauma survivors/victim experience. I've attended the public hearing last summer for the level 3 offender. Please follow the advice of the experts and the research, NOT the voice of those that are making opinions based on fear.

The linked story is less than a year old from my home town of Cannon Falls which in only 30 minutes from Inver Grove Heights. It just shows you never know who is living by you. At least with level 3 you have a pic/address/so forth. <http://www.republican-eagle.com/news/crime-and-courts/4181665-sex-offenders-appearance-santa-claus-sparks-outrage>

Thanks

Stacy Lundell



Sex offender's appearance as Santa Claus sparks outrage

www.republican-eagle.com

A holiday parade in Cannon Falls has stirred unpleasant emotions after the community learned a man convicted of criminal sexual conduct posed as Santa Claus. Joel Allen Hempel, 56, of Cannon Falls was charged with three counts of first-degree criminal sexual conduct in 1989. A plea agreement resulted...

Michelle Tesser

From: Joe Lynch
Sent: Wednesday, September 13, 2017 4:00 PM
To: Michelle Tesser
Subject: FW: Please do not pass the exception

Follow Up Flag: Follow up
Flag Status: Flagged

Another email for the record!

From: Kara Perry
Sent: Wednesday, September 13, 2017 2:21 PM
To: Joe Lynch <jlynch@invergroveheights.org>
Subject: Fw: Please do not pass the exception

From: Matthew Dye <matthew.dye@bankoe.com>
Sent: Wednesday, September 13, 2017 2:13 PM
To: Kara Perry
Subject: Please do not pass the exception

Ms. Perry,

My name is Matthew Dye and I live in Inver Grove Heights, MN. I have a Wife, a 2 year old son and another baby on the way. I would like to raise my family in Inver Grove Heights because it's a nice, safe and fun town to live in. It has recently been brought to my attention that an exception is being considered to allow a Level 3 Sex Offenders to live within 1000 feet of schools, day care centers, churches and public parks as long as they are living with a family member. To me, the average citizen, this is absolutely not acceptable.

Please, please, I am begging you NOT TO PASS this exception. This cannot happen. In my opinion it gives this person too much access to kids. That's a scary, scary thought. This person would live ONLY 2 blocks from my 2 year old's daycare provider. That's easily walking distance. For me, that scares me to death. I love my family and I would be crushed if anyone hurt any of them. I am sure you feel the same way about your family, correct?

I would urge you to put yourself in all of these/my family's shoes. Really think about it. Would you want a LEVEL 3 SEX OFFENDER living/residing LESS THAN 1000 FEET AWAY from your kids? I would think the answer would be NO and I seriously hope that you vote NO on this exception.

Another thought.....how did this topic even come up? It seems like a no brainer NO, we're not even entertaining this. Common sense tells me that Sex Offenders should have as little access to children as possible.

In my personal opinion this opens up the door for something bad happening. I am guessing you wouldn't want to be responsible for this, should something happen down the road, correct? It's your vote that counts. This person is already a repeat offender. Do you think he's going to stop now? I don't think so. He's probably smarter now because he's been caught multiple times. That's a very scary, but realistic point of view.

Please vote NO. Thank you.

Best,



Matthew Dye
Sales Representative

Ban-Koe Companies
9401 James Ave S
Suite 180
Minneapolis, MN 55431
(d) 952-278-6767
(f) 952-888-3344
(m)
matthew.dye@bankoe.com | www.vidixinsights.com

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Please consider the environment before printing this email

Michelle Tesser

From: Joe Lynch
Sent: Wednesday, September 13, 2017 8:01 AM
To: Michelle Tesser
Subject: FW: Sex offenders

Follow Up Flag: Follow up
Flag Status: Flagged

For record on Predatory Offender.

From: George Tourville
Sent: Tuesday, September 12, 2017 9:52 PM
To: Joe Lynch <jlynch@invergroveheights.org>
Cc: Sean Folmar <sfolmar@invergroveheights.org>
Subject: Fwd: Sex offenders

FYI

Begin forwarded message:

From: Jaime Jungbauer <jjungbauer@gmail.com>
Date: September 12, 2017 at 8:36:12 PM CDT
To: <gtourville@invergroveheights.org>, <tbartholomew@invergroveheights.org>, <rpiekarskikrech@invergroveheights.org>, <kperry@invergroveheights.org>, <phark@invergroveheights.org>
Subject: Sex offenders

My name is Jaime Lange I live on Crosby Ave in IGH and have heard rumblings about changing an ordinance to allow a sex offender live with a family member because it is what is best for him. Not that I don't have feelings for people who have no where to go, or that I can't understand that it may be healthy for this person to be with family. BUT THIS IS THE BLOCK where my 9 year old daughter walks our dog and I am allowing her the freedom to start to grow in the world. Level 3 sex offenders haven't made one mistake and need another chance they have REOFFENDED over and over I can't have pity for that nor do I feel safe with that for myself or my family. We just purchased our brand new home We pay our property taxes and we are productive members of this society. My family is not ok with this decision. You are all in this position to be a voice for our community and from ALL the people I have talked to no one is on board with this. Can you please help me understand how this helps our community to allow a person of this caliber to be given a break? Can you please tell me how we as a community can stop this before it happens.

Jaime Lange
Sent from my iPhone

George Tourville | Mayor

Tel: 651-450-2507 | Home: 651-455-4465

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077

gtourville@invergroveheights.org | www.invergroveheights.org

Michelle Tesser

From: Joe Lynch
Sent: Wednesday, September 13, 2017 8:00 AM
To: Michelle Tesser
Subject: FW: Sexual offender ordinances

Follow Up Flag: Follow up
Flag Status: Flagged

Same as prior.

From: George Tourville
Sent: Tuesday, September 12, 2017 9:52 PM
To: Joe Lynch <jlynch@invergroveheights.org>
Cc: Sean Folmar <sfolmar@invergroveheights.org>
Subject: Fwd: Sexual offender ordinances

FYI

Begin forwarded message:

From: Christine Boudouris <c.boudoris@gmail.com>
Date: September 12, 2017 at 7:42:01 PM CDT
To: "gtourville@invergroveheights.org" <gtourville@invergroveheights.org>, "kperry@invergroveheights.org" <kperry@invergroveheights.org>, "phark@invergroveheights.org" <phark@invergroveheights.org>, "rpiekarskikrech@invergroveheights.org" <rpiekarskikrech@invergroveheights.org>, "tbartholomew@invergroveheights.org" <tbartholomew@invergroveheights.org>
Subject: Sexual offender ordinances

Hello,

It has been brought to my attention the city is looking into changing this rule in IGH. I don't believe there is any reason this should be lifted. We need to protect the kids and not put them in potential harms way, to harm their mental state of something happening to them.

Sexual offenders have already offended, they have done wrong. Period no second chances, which this person that I am seeing this is being discussed about, had a second chance and failed and yet we are giving him ANOTHER ONE? That is insane. I am absolutely outraged this would even be discussed or tolerated.

I sincerely hope that the council will change their minds and put the best interest of the kids and our city first. There are already too many things we now have to worry about with the increase of weapons and crime, let's not add sexual offenders to this fear we need to live in.

Thank you!

--

Christine

George Tourville | Mayor

Tel: 651-450-2507 | Home: 651-455-4465

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077

gtourville@invergroveheights.org | www.invergroveheights.org

Michelle Tesser

From: Joe Lynch
Sent: Wednesday, September 13, 2017 8:00 AM
To: Michelle Tesser
Subject: FW: Offender Ordinance

For records for the Predatory Offender Ordinance- should be entered into record for 9/25 meeting. Thanks.

From: George Tourville
Sent: Tuesday, September 12, 2017 9:54 PM
To: Joe Lynch <jlynch@invergroveheights.org>
Cc: Sean Folmar <sfolmar@invergroveheights.org>
Subject: Fwd: Offender Ordinance

FYI

Begin forwarded message:

From: Tony Ashbacher <tony.ashbacher@gmail.com>
Date: September 12, 2017 at 3:59:14 PM CDT
To: "gtourville@invergroveheights.org" <gtourville@invergroveheights.org>, "kperry@invergroveheights.org" <kperry@invergroveheights.org>, "phark@invergroveheights.org" <phark@invergroveheights.org>, "rpiekarskikrech@invergroveheights.org" <rpiekarskikrech@invergroveheights.org>, "tbartholomew@invergroveheights.org" <tbartholomew@invergroveheights.org>
Subject: Offender Ordinance

Council members,

I have been a resident of Inver Grove for the past 10 years, a father of a four year old and seven year old, and I am extremely disappointed that this council is even considering making the proposed exception to the city ordinance regarding level 3 offenders.

My daughter attends Discovery Charter School which is nearly three blocks from where the offender last year moved to prior to him leaving. It is very disturbing to think this council would be OK with a level three offender being so close to a school or daycare, even if they are living with a family member.

I understand you may be afraid of a lawsuit from offenders or even the state coming in and dictating the law per the following article:

<http://m.startribune.com/where-do-offenders-live-cities-scramble/374566221/>

I do think, however, the likelihood of a lawsuit is minimal given the fact that many cities are enacting laws and ordinances in reaction to the influx of relocations and IGH already has an ordinance in place. Why upset parents and city residents when we already have an ordinance in place?

You might cite the BCA and Dept of Corrections statistics regarding recidivism and the fact that level 1 and 2 offenders don't have as many restrictions as level 3, however level 3 offenders are the most likely

to reoffend, and imputing a loophole to allow these offenders to move in with family and be so close to schools and parks is not only naive but also being very reckless with our children and grandchildren's safety.

I urge you to not amend the ordinance to allow this reckless loophole.

Thank you,

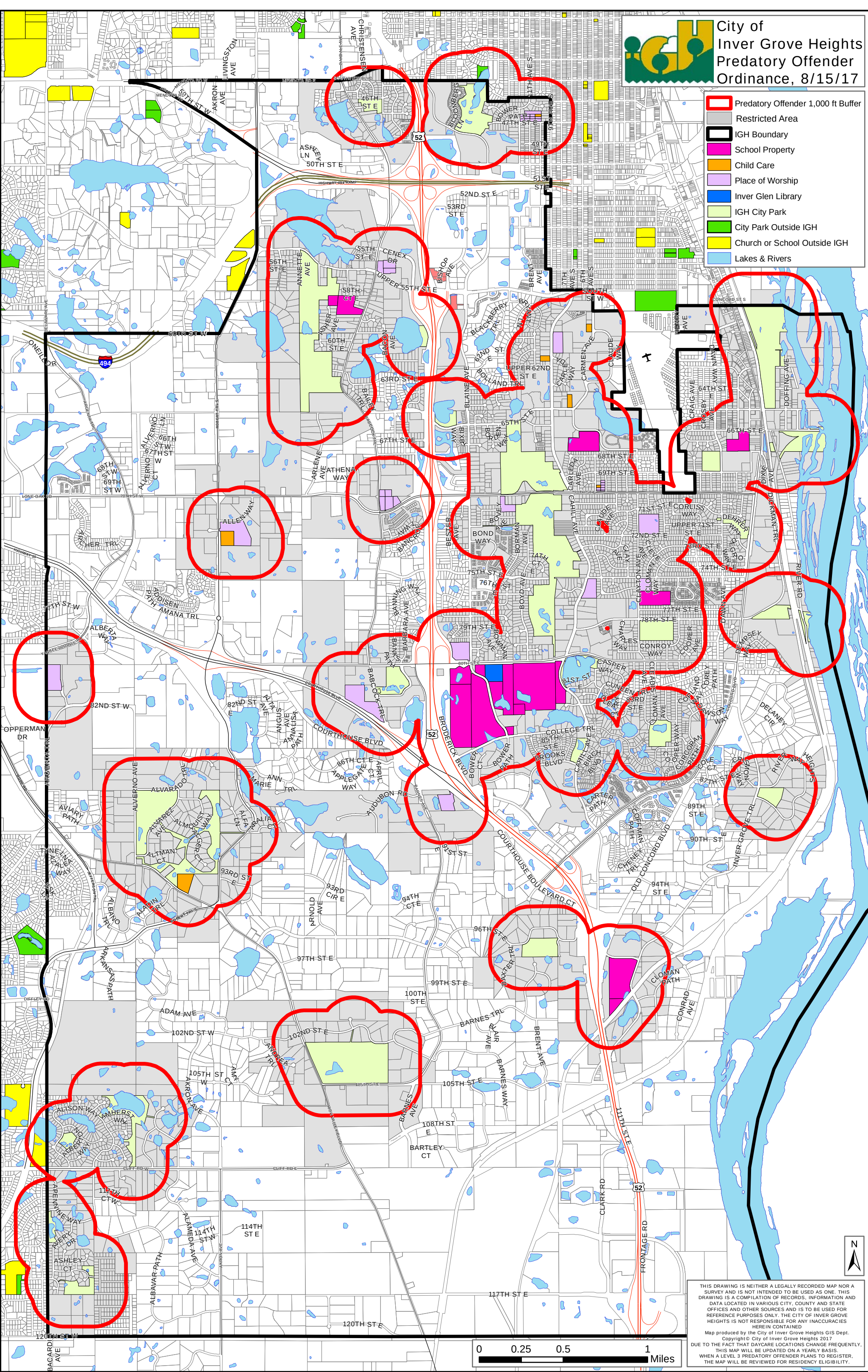
Tony Ashbacher
651-315-6224

George Tourville | Mayor

Tel: 651-450-2507 | Home: 651-455-4465

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077

gtourville@invergroveheights.org | www.invergroveheights.org



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

Map produced by the City of Inver Grove Heights GIS Dept.
Copyright © City of Inver Grove Heights 2017
DUE TO THE FACT THAT DAYCARE LOCATIONS CHANGE FREQUENTLY, THIS MAP WILL BE UPDATED ON A YEARLY BASIS.
WHEN A LEVEL 3 PREDATORY OFFENDER PLANS TO REGISTER, THE MAP WILL BE REVIEWED FOR RESIDENCY ELIGIBILITY.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

GERALD SALMEY – Case No. 17-44V

Meeting Date: September 25, 2017
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: 

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 driveway within the required side yard setback for property located at 8460 Cooper Way

- Requires 3/5th's vote.
- 60-day deadline: October 22, 2017 (first 60-days)

SUMMARY

The applicant's property features a single-family home, attached garage, and a driveway. There is existing rock located up to the applicant's property line that has been in place for over 20 years. The applicant is proposing to improve this area with bituminous. The variance is being requested because driveways and parking areas are required to maintain at least a five-foot setback from the property line and in this case, the driveway would be located right up to the property line with a zero setback. In 2016, the parking ordinance was amended to require that recreational vehicles be parked on a paved parking pad that is immediately connected to the driveway and is on the side opposite the front door. There is not enough room on the applicant's property to install a parking pad that would meet setbacks and comply with the parking requirements.

Staff believes the proposed improvements are a reasonable use of the property. The home is located closer to the west property line whereas if it was constructed in the center of the lot there would be enough room to install the parking pad and meet setbacks. The improvement of black top over class v will prevent erosion of the material. Engineering also sees this as an improvement and will ensure through the permit process that any kind of runoff does not adversely affect the neighbors.

Planning Staff: Based on the information provided staff recommends approval of the variance request with the condition listed in the attached resolution.

Planning Commission: At the September 19, 2017 public hearing, the Planning Commission recommended approval of the request with the condition listed in the attached resolution (7-0). Due to the quick turnaround minutes are not available for review. The applicant was in attendance and no neighbors spoke at the hearing.

Attachments: Variance resolution
 Planning staff report

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

RESOLUTION NO. 17-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A DRIVEWAY TO BE LOCATED
WITHIN THE REQUIRED SIDE YARD SETBACK**

CASE NO. 17-44V
Gerald Salmey

Property located at 8460 Cooper Way and legally described as follows:

Lot 6, Block 9, Sleepy Hollow, according to the recorded plat, Dakota County, Minnesota

WHEREAS, an application has been received for a variance to allow a driveway to be located up to the property line whereas five feet is the required setback;

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

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties 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 September 19, 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:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- b. The location of the driveway does not appear to have any adverse impacts on the neighboring properties.
- c. The property is unique in that there is not enough room on the property to comply with the new recreation vehicle code requirements to have the parking area on the side opposite the front door, on a hard surface, without approval of a setback variance.
- d. The driveway area to be improved with a hard surface has been class v gravel for over 20 years; the improvements are a reasonable use of the property and will eliminate erosion of the class v surface area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a driveway to be located up to the property line is hereby approved with the following condition:

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

BE IT FURTHER RESOLVED that the 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 25th day of September, 2017.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

HEARING DATE: September 19, 2017 **CASE NO.:** 17-44V

APPLICANT: Gerald Salmey

REQUEST: A variance to improve a driveway that will encroach within the side yard setback

LOCATION: 8460 Cooper Way

COMP PLAN: LDR, Low Density Residential

ZONING: R-1C, Single-Family Residential District

REVIEWING DIVISIONS: Planning **PREPARED BY:** Heather Botten
Engineering Associate Planner

BACKGROUND

The applicant is proposing to improve his driveway by installing black top over the existing rock parking area alongside the current driveway, which is located right up to the property line. The lot currently features the applicant's home, two car attached garage and driveway. The existing rock area has been in place at least 20 years. The proposed request is to improve this area with black top; a variance is being requested because driveways and parking areas are required to maintain at least a five-foot side yard setback from property lines. In this case, the applicant is asking for a driveway to be located up to the property line.

SPECIFIC REQUEST

The following specific application is being requested:

- 1) A variance to install black top over an existing rock driveway up to the property line whereas five feet is the required setback.

SURROUNDING USES

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

North -	Residential; zoned R-1C, Single-family residential; guided LDR
East -	Residential; zoned R-1C, Single-family residential; guided LDR
West -	Residential; zoned R-1C, Single-family residential; guided LDR
South -	Residential; zoned PUD, Planned Unit Development; guided MDR

EVALUATION OF REQUEST:

City Code Title 10, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request to encroach into the side setback is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The request is consistent with the comprehensive plan as the property would continue to be utilized as a residential lot. In respect to the use of the land, impervious surface, other setbacks and code requirements, the request is in harmony with the provisions in the zoning ordinance.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The applicant uses the existing rock area to park his RV. In 2016, the parking ordinance was amended requiring recreational vehicles to be parked on a solid paved parking pad; additionally, the parking pad must be immediately connected to the driveway on the side opposite the front door. There is not enough room on the applicant's property to install a parking pad that meets setbacks. The driveway improvements will be going over existing rock surface; staff believes the improvements are a reasonable use of the property.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is located along a curve, with a lot width of 74 feet at the curb. The home is not located in the center of the property, it is set closer to the property line to the west whereas if the home was located in the center of the lot there would be enough room to install a parking area that could meet setbacks.

4. *The variance will not alter the essential character of the locality.*

One of the functions of setback requirements is to maintain consistency of structure placement and aesthetic qualities from street and neighboring views. Staff does not believe the proposed improvements would alter the essential character of the locality. The parking pad has been in place for over 20 years and has been continuously used during this time. The black top surface would look more aesthetically pleasing than the existing rock.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following condition:
1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
- B. **Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

The improvements would not be out of character of the neighborhood and it is consistent with the comprehensive plan. Staff believes the request to improve the parking area up to the property line is a reasonable use of the property. A practical difficulty can be found for the side yard setback due to the lot width of the property, placement of the home, and the fact the required parking area for an RV is not able to meet setbacks on the property without a variance.

Based on the information in the preceding report and the condition listed in Alternative A, staff is recommending approval of the setback variance.

Attachments: Exhibit A - Location/Zoning map
Exhibit B - Applicant narrative
Exhibit C - Site plan



8460 Cooper Way

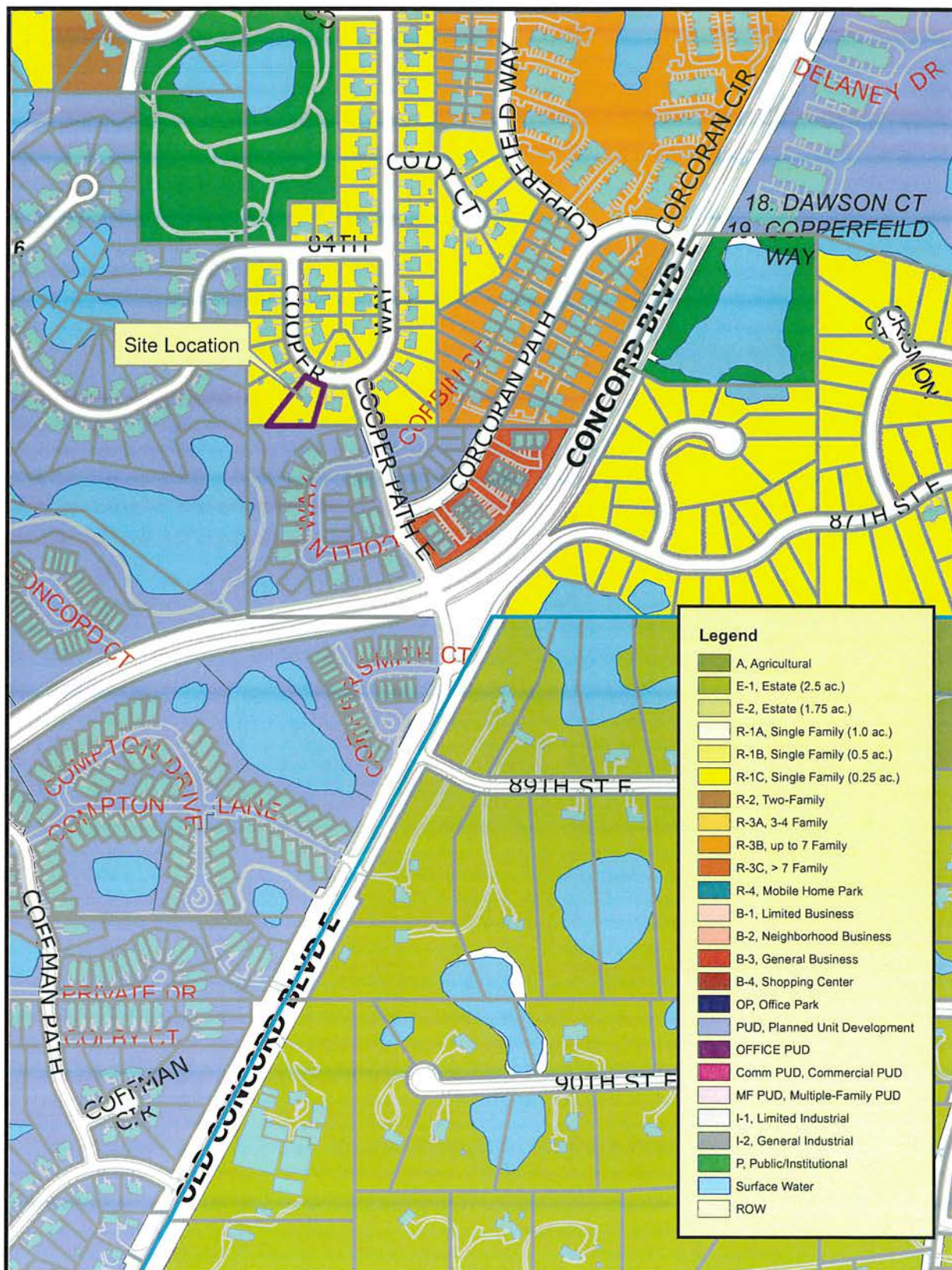


Exhibit A
Zoning and Location Map
Map not to scale

Summary of Request for Variance

I am requesting a variance to allow me to black top up to the property line on the west side of my house. The purpose of this request is to allow me to park my 5th wheel trailer on the new black top driveway. Due to the shape of our lot and the position of the house on the lot, I am requesting this variance to allow enough paved area to maneuver my 5th wheel trailer along side of my house.

Currently I have a rock covered parking area. This rock parking area has been in place for about 20 years. The rock parking area runs from the paved driveway to the property line along side of my house. The current rock covered area covers both my property and my neighbor's property at 8466 Cooper Way. My neighbor and I agreed to this rock parking area some 20 years ago. I now want to pave this area up to my property line. The set back requirement of five feet from the property line would not allow me enough paved driveway to maneuver my 5th wheel without hitting the overhang of my garage roof. The five foot setback from the property line would only allow a driveway width of about eight foot from the roof overhang on the garage. The 5th wheel is slightly over eight feet wide. With the additional five feet I would have adequate room to maneuver the 5th wheel into the parking area.

I have spoken to my neighbor Sandy Singer whose property I wish to blacktop up to. Sandy told me she has no concerns about my plan to blacktop up to the property line.

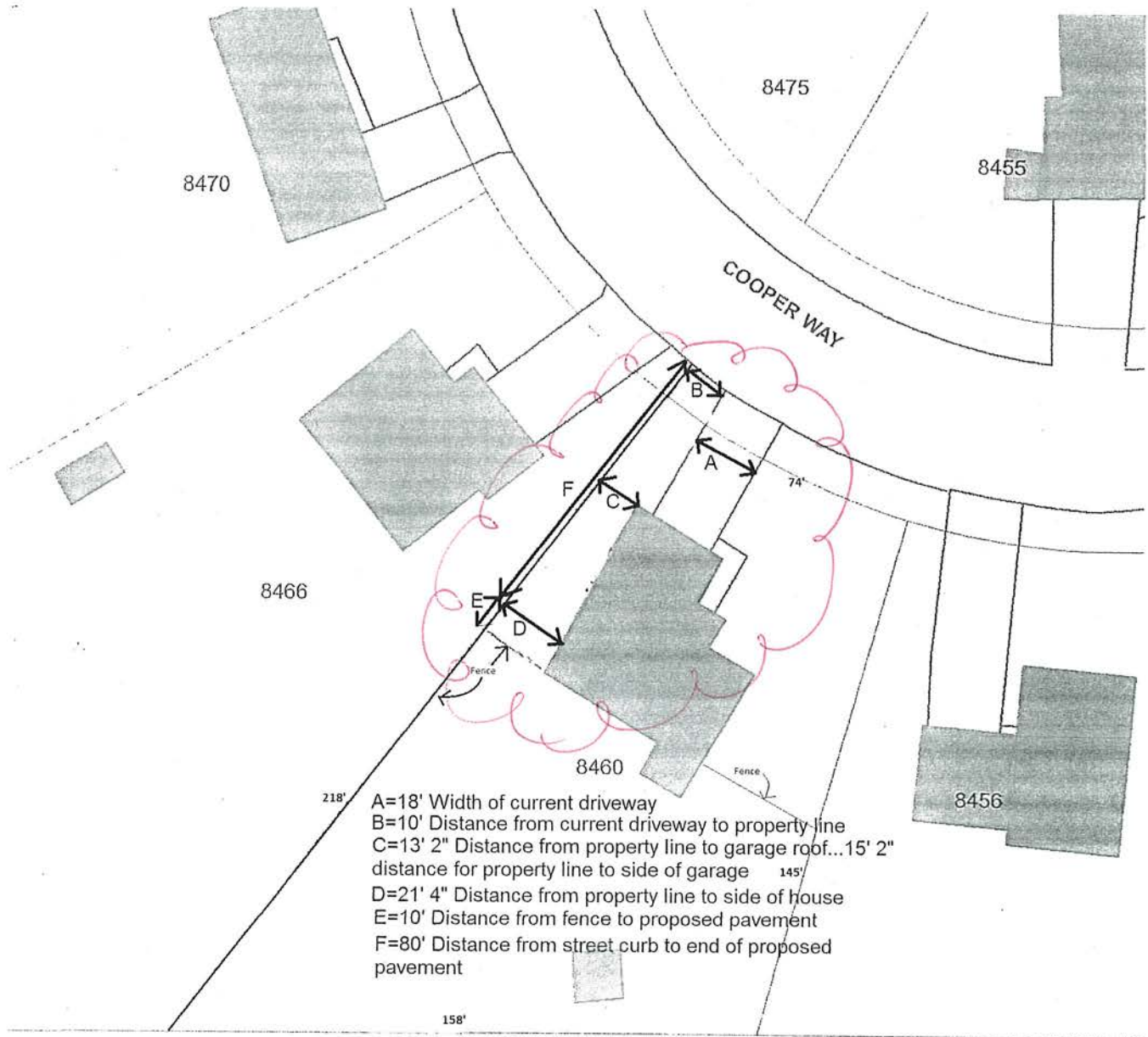
Neighbors are:

Sandy Singer
8466 Cooper Way
West side

John and Angela Rouse
8456 Cooper Way
East side

Dan and Bonnie Dahlke
8455 Cooper Way
Across street

Rick and Judy Marty
8475 Cooper Way
Across street



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: September 25, 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 relating to a Vacation of a drainage and utility easement for property located at 6070 Cahill Avenue:

- Requires 3/5th's vote.
- 60-day Deadline: N/A

The City acquired a drainage and utility easement over the northeast corner of the River Heights Vineyard Church property to be used for ponding capacity to address some flooding issues at Carleda Way and 64th Court. Based on a request by the landowner, the City Engineering Department is reconsidering the need for the easement. A memo from the City Engineer is included in the planning report providing more information.

ANALYSIS

The easement was acquired to provide an area to manage storm water runoff from the new parking lot that was constructed. The amount of easement area acquired was anticipated to be used to address some known flooding issues at Carleda Way and 64th Court. Some storm water re-routing was considered to address the flooding issue. It was determined that it is not feasible to complete the storm water re-routing at this time. Therefore, the easement is not necessary at this time. Runoff from the new parking lot is being handled by newly constructed raingardens to treat the water before it is discharged into the existing basin on the property.

RECOMMENDATION

Planning Division: Planning and Engineering recommends approval of the request as proposed.

Planning Commission: Discussed the matter on September 5th and tabled the item to have the City Engineer attend the next meeting to explain the issues in the area and why the easement is no longer needed. The City Engineer attended the September 19 meeting and provided the information and clarification the Planning Commission requested. The Planning Commission then recommended approval of the easement vacation (7-0).

Attachment:

Vacation Resolution
 Planning Commission Minutes from September 5, 2017
 Planning Report

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

RESOLUTION NO. 17-_____

**RESOLUTION PROVIDING FOR THE VACATION OF
A PERMANENT DRAINAGE AND STORMWATER PONDING EASEMENT
RECORDED AS DAKOTA COUNTY DOCUMENT NO. 3170563 RELATING TO
PROPERTY LOCATED AT 6070 CAHILL AVENUE
INVER GROVE HEIGHTS, MINNESOTA BY RESOLUTION PURSUANT TO
MINNESOTA STATUTES SECTION 462.358, SUBD. 7 AND SECTION 412.851**

WHEREAS, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires on its own motion to vacate the following described easement situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

The Permanent Drainage and Stormwater Ponding Easement recorded as Dakota County Document No. 3170563 legally described on **Exhibit A** attached hereto, hereafter referred to as the "Easement".

WHEREAS, the above-described Easement was created by the Permanent Drainage and Stormwater Ponding Easement granted and conveyed by River Heights Vineyard Church, a Minnesota non-profit corporation to City of Inver Grove Heights, a Minnesota municipal corporation dated December 12, 2016 recorded on January 4, 2017, as Dakota County Document No. 3170563.

WHEREAS, a public hearing on the vacation of the Easement was preceded by two (2) weeks' published and posted notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes Section 412.851.

WHEREAS, a public hearing on the vacation of the Easement was held by the Planning Commission of Inver Grove Heights on September 5, 2017 and September 19, 2017, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearings, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition.

WHEREAS, the Planning Commission of Inver Grove Heights recommended to the Council that it approve the vacation of the Easement.

WHEREAS, the City Council of Inver Grove Heights has determined that the land described in the Easement is no longer needed for the use and purpose recited in the Easement.

WHEREAS, the City Council of Inver Grove Heights has determined that the proposed vacation of said Easement would be in the public interest.

WHEREAS, at least four-fifths majority vote of the City Council is in favor of this resolution.

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

1. That the City Council of the City of Inver Grove Heights, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, hereby vacates the Easement situate in the City of Inver Grove Heights, Dakota County, Minnesota, to wit:

The Permanent Drainage and Stormwater Ponding Easement recorded as Dakota County Document No. 3170563 legally described on **Exhibit A** attached hereto.

2. That the easement vacation authorized by this resolution shall only be effective following the recording of a Notice of Completion, pursuant to Minnesota Statutes, Section 412.851.

Adopted by the City Council of Inver Grove Heights this 25th day of September, 2017.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT

A permanent easement for drainage and storm water ponding and storm water collection purposes over, under, through and across that part of the "Real Property" described below as follows:

The land North of the South 444.98 feet and East of the West 95.00 feet (approximately 215 feet by 270 feet) and the land North of the South 634.98 feet and West of the East 270 feet (approximately 25 feet by 95 feet).

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

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; 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.

The above-described Easement was created by the Permanent Drainage and Stormwater Ponding Easement granted and conveyed by River Heights Vineyard Church, a Minnesota non-profit corporation to City of Inver Grove Heights, a Minnesota municipal corporation dated December 12, 2016 recorded on January 4, 2017, as Dakota County Document No. 3170563.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: September 5, 2017
SUBJECT: **CITY OF INVER GROVE HEIGHTS – CASE NO. 17-39VAC**

Reading of Notice

Commissioner Simon read the public hearing notice to consider a request for the vacation of a permanent drainage and stormwater ponding easement, 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 City acquired a drainage and utility easement over the northeast corner of the River Heights Vineyard Church property to be used for ponding capacity to address some flooding issues at Carleda Way and 64th Court. Based on a request by the landowner, the City Engineering Department did further research and determined it is not feasible at this time to complete the stormwater rerouting for which the easement was originally acquired. Therefore, they are comfortable releasing the easement. Engineering recommends vacation of the existing drainage and utility easement.

Chair Maggi noted that part of the reason the Planning Commission approved a previous variance for this property was because of the easement.

Mr. Hunting clarified that the previous variance request was associated with a different private easement which is still in existence; not the easement being discussed tonight.

Chair Maggi asked for clarification of whether the stormwater rerouting would never happen in this area or was it just not feasible at this time.

Mr. Hunting advised he did not have enough information to answer that question.

Commissioner Robertson asked what the stormwater plan was for that area should they vacate the easement.

Mr. Hunting replied he was unsure.

Commissioner Scales stated it appears the City is using a blanket approach lately and acquiring drainage easements for all building projects without having the background behind whether or not they will be used. He suggested the City review its process on applying drainage easements.

Commissioner Robertson stated she would need to know what protections are going to be put in place for the properties to the north and east of this parcel before she could recommend approval of the vacation.

Opening of Public Hearing

There was no public testimony.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Niemioja stated because engineering has stated they do not need this easement for the safety of the area she is comfortable moving this forward; however, she wishes they had more information from engineering explaining what is now in place for stormwater management.

Chair Maggi agreed that more information would be helpful, especially since there is a potential for increased impervious surface with the proposed building addition.

Mr. Hunting advised that the applicants will have to treat the additional runoff for their proposed building addition.

Chair Maggi advised that the report from the City Engineer states there is a known flooding issue at Carleda Way and 64th Court but that it is not feasible at this time to complete the stormwater rerouting. She asked for clarification as to why they could not do the rerouting.

Mr. Hunting responded that apparently there are other options to address the historical flooding issue on Carleda Way and 64th Court.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Niemioja, to approve the request for the vacation of a permanent drainage and stormwater ponding easement, for the property located at 6070 Cahill Avenue.

Commissioner Robertson advised that she could not approve the request at this time as she needed more information on the safeguards in place for the Carleda Way neighborhood.

Commissioner Scales stated his understanding was that stormwater could not get to the easement area in question even if it flooded on Carleda Way.

Motion failed (4/4 – Wippermann, Robertson, Simon, and Maggi)

Chair Maggi asked if it was possible to table the request until they could get additional information from engineering.

Mr. Hunting replied in the affirmative.

Commissioners Simon and Robertson supported tabling the request for additional information.

Commissioner Niemioja stated that additional information would likely help City Council as well.

Motion by Commissioner Simon, second by Commissioner Robertson, to table the request for the vacation of a permanent drainage and stormwater ponding easement, for the property located at 6070 Cahill Avenue, to the September 19 Planning Commission meeting.

Motion carried (8/0).

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: September 1, 2017

CASE NO: 17-39VAC

HEARING DATE: September 5, 2017

APPLICANT/PROPERTY OWNER: City of Inver Grove Heights/River Heights Vineyard Church

REQUEST: A Vacation of a public drainage and utility easement

LOCATION: 6070 Cahill Avenue

COMPREHENSIVE PLAN: P, Public/Institutional

ZONING: P, Institutional District

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The City acquired a drainage and utility easement over the northeast corner of the River Heights Vineyard Church property to be used for ponding capacity to address some flooding issues at Carleda Way and 64th Court. Based on a request by the landowner, the City Engineering Department is reconsidering the need for the easement. A memo from the City Engineer is attached to this memo providing more information.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:
- Approval of a **Vacation** of an existing public drainage and utility easement as shown on the attached exhibit.
- B. **Denial.** If the Planning Commission does not favor the proposed application, the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

The Engineering Department recommends approval of the vacation of the drainage and utility easement.

Attachments: Memo from City Engineer

MEMO

CITY OF INVER GROVE HEIGHTS

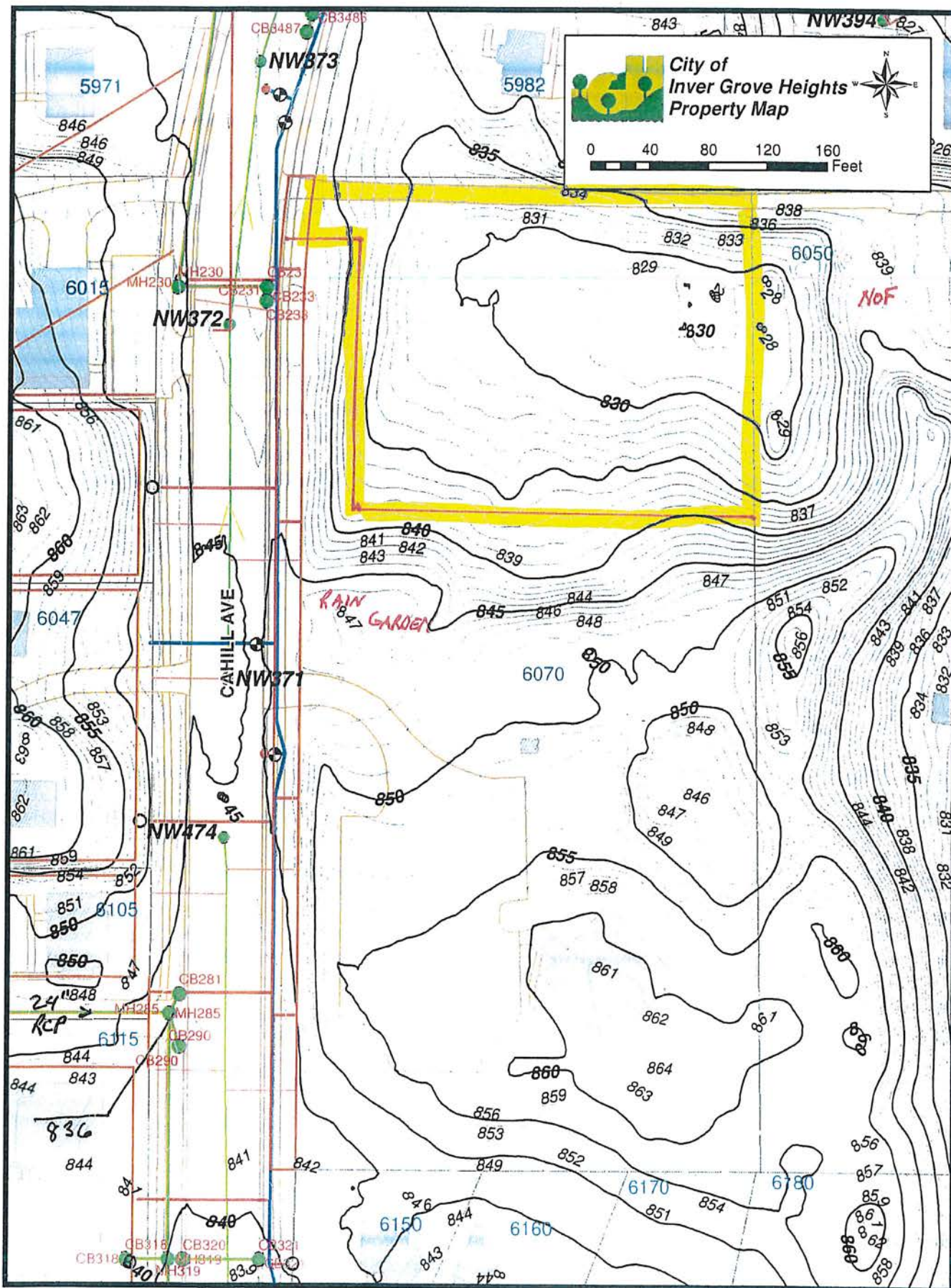
TO: Allan Hunting, City Planner
FROM: Thomas J. Kaldunski, City Engineer *TJK*
DATE: September 1, 2017
SUBJECT: Vacation of Drainage and Utility Easement
River Heights Vineyard Church – 6070 Cahill Avenue

The City has received a request to vacate an existing drainage and storm water ponding easement on the northern portion of this location. This easement was secured by the City on December 12, 2016 to provide an area to manage storm water runoff from a new parking lot that has been built on the site. The area also receives some runoff from adjacent parcels as illustrated in the attached drawing. The church also constructed a raingarden to treat storm water before it is discharged into the natural basin.

The City had also requested the ponding easement because of a review of the adjacent watershed. The City was considering the use of the basin of River Heights Vineyard Church to provide some ponding capacity by rerouting the drainage at manhole 285 into the basin. This would have provided some relief to a known flooding issue at Carleda Way/64th Court. The City has determined that it is not feasible to complete the storm water rerouting at this time. This allows the City to consider vacating the existing easement at River Heights Vineyard Church as the 100-year event on the existing site would not reach the natural overflow elevation of 838. This elevation was used to set the easement size.

This natural basin will continue to service its existing watershed if the easement is vacated. River Heights Vineyard Church will be able to consider a building proposal along the north edge of the parking lot. When this new building proposal is fully developed and presented to the City, a smaller drainage and ponding easement will be secured to service the new building and the existing basins watershed at that time. The new easement would be based on River Heights Vineyard Church hydrologic study to define the 100-year high water level for the future project.

TJK/kf
Attachments



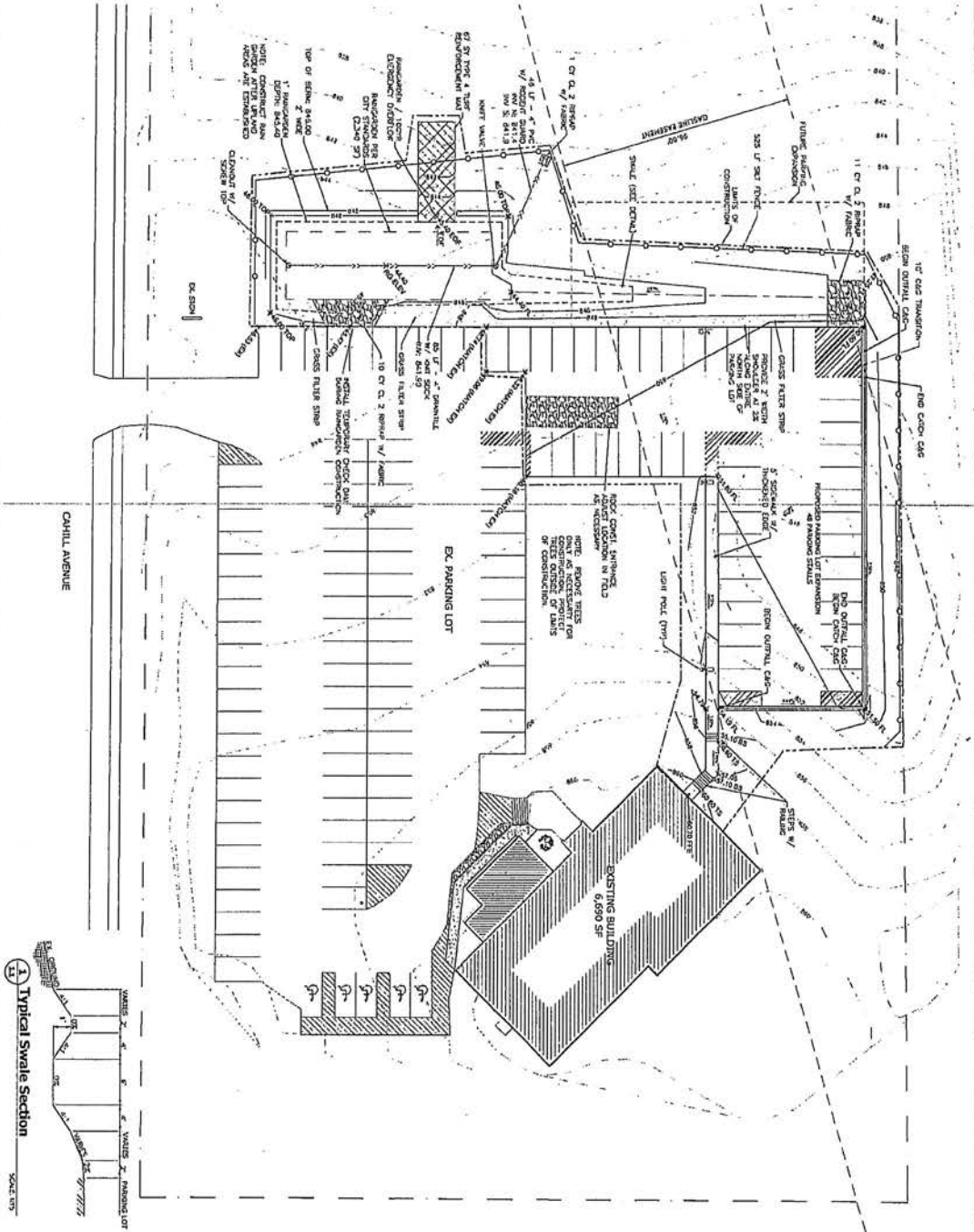


Thatcher Engineering, Inc.
2001 Cook Valley Road
St. Paul, MN 55109
(612) 791-2118
www.thatcher-eng.com
thatcher@thatcher-eng.com

PROJECT TITLE
River Heights Church

PROJECT TITLE
Grading & Erosion Control Plan

NO.	DATE	DESCRIPTION	COMMENTS
1	01/11/11	OPEN DRAIN LAYOUT	
2	01/11/11	FINAL PLAN	
3	01/11/11	REVISIONS	
4	01/11/11	REVISIONS	
5	01/11/11	REVISIONS	
6	01/11/11	REVISIONS	
7	01/11/11	REVISIONS	
8	01/11/11	REVISIONS	
9	01/11/11	REVISIONS	
10	01/11/11	REVISIONS	



WARNING
This plan was prepared by a professional engineer and is intended to be used in accordance with the Minnesota Professional Engineer Act. It is the responsibility of the user to ensure that the plan is used in accordance with the Minnesota Professional Engineer Act.

Legend

Existing	Proposed
Building Contour	Proposed Contour
Spot Elevation	Spot Elevation
Flow Direction	Flow Direction



NOTES:

1. THE EXISTING BUILDING IS 6,550 SF.
2. THE PROPOSED EXPANSION IS 1,100 SF.
3. THE TOTAL AREA OF THE PROPOSED EXPANSION IS 7,650 SF.
4. THE PROPOSED EXPANSION IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINNESOTA PROFESSIONAL ENGINEER ACT.
5. THE PROPOSED EXPANSION IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINNESOTA PROFESSIONAL ENGINEER ACT.
6. THE PROPOSED EXPANSION IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINNESOTA PROFESSIONAL ENGINEER ACT.
7. THE PROPOSED EXPANSION IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINNESOTA PROFESSIONAL ENGINEER ACT.
8. THE PROPOSED EXPANSION IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINNESOTA PROFESSIONAL ENGINEER ACT.
9. THE PROPOSED EXPANSION IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINNESOTA PROFESSIONAL ENGINEER ACT.
10. THE PROPOSED EXPANSION IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINNESOTA PROFESSIONAL ENGINEER ACT.

Hand-drawn diagram of a cross-section of a river channel. The channel is filled with blue water. The left bank is labeled 'RHVC' (Right Hand Vortex Current) and the right bank is labeled 'RHVC' (Right Hand Vortex Current). The water surface is marked with green diagonal lines. The channel is labeled 'CHANNEL' at the top.

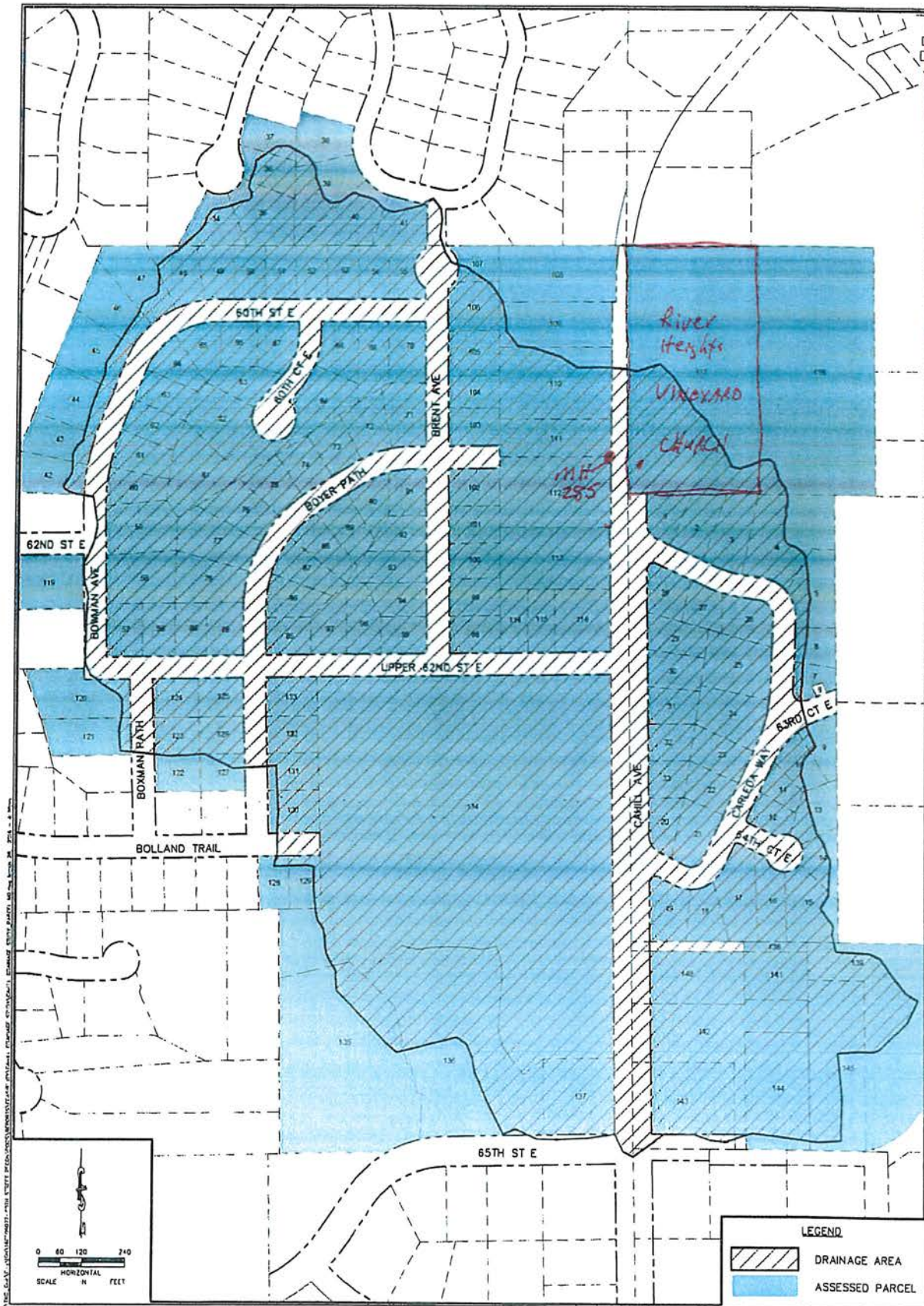


➤ 64th Court flooding issues

- Bypass flow from Cahill Avenue
- Impacts one home (6320 Carlela)
- Undersized trunk to Bohrer Pond
- Requires significant trunk storm replacements, pond construction and/or property acquisition
- Not included in project costs at this time
- Separate watershed feasibility study consideration

➤ Carleda neighborhood ponding

- Backyard ponding with no outlet
- Private drainage issues, can mitigate impacts at owners expense



Kimley-Horn

2550 UNIVERSITY AVENUE, SUITE 200, ST. PAUL, MN 55105
 PHONE: 651-840-4197
 WWW.KIMLEY-HORN.COM

CAHILL TRUNK DRAINAGE STUDY
 CP 2016-13
 PRELIMINARY ASSESSMENT MAP

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS – TRANSIENT LODGING

Case No. 17-33ZA

Meeting Date: September 25, 2017
Item Type: Regular Session
Contact: Heather Botten 651.450.2569
Prepared by:  Heather Botten, Associate Planner
Reviewed by:

PURPOSE/ACTION REQUESTED

Consider the Second Reading of an Ordinance to prohibit transient lodging (short-term rentals) of residential property for less than 30 consecutive days.

- Requires 3/5th's vote.

BACKGROUND

On August 28th, City Council approved the first reading of the ordinance amendment to prohibit transient lodging in residential homes with the change to continue to allow Bed and Breakfasts in residential districts. Additionally, Council requested information relating to:

- 1) Bed and Breakfast's (B&B's)
- 2) Hosted (owner present) vs Unhosted rentals
- 3) If a property can be homesteaded if it is used as a short-term rental business
- 4) Length of transient lodging in other cities

ANALYSIS

Bed and Breakfast - Currently a Bed and Breakfast (B&B) is listed as a conditional use in the Zoning Code; staff is not aware of any B&B's operating in the City. The conditional use process would include a public hearing, notification to residents in the neighborhood and would allow staff to review the site for parking, access, number of rooms being rented, etc.

The City Code defines a BED AND BREAKFAST as: *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.*

The City of Inver Grove Heights Building Official stated that a B&B would have to comply with commercial building code requirements, including a commercial kitchen.

In reviewing the codes for the other cities researched, most do not call out Bed and Breakfast's as a separate land use. The City of Eagan considers B&B's a commercial use that are not allowed in R-1, single family residential zoning districts. The City of Stillwater allows B&B's if it is located in a historic residential structure.

Hosted (owner present) vs Unhosted rentals - Council also discussed short-term rentals that had an owner on site versus one that was not on the property while the guests were present. In reviewing other City's codes, staff found the City of Stillwater defined four different types of short-term rental housing that would be allowed in their City. The purpose of the different types is to allow short-term rentals where appropriate while mitigating impacts upon surrounding property.

The four different types include:

Type A: Hosted short-term rental- means a dwelling unit that is offered to transient guests for a period of less than 30 consecutive days, where a primary resident of the property is present while the transients guests are present. This type is allowed with an administratively approved license.

Type B: Unhosted short-term rental- means a dwelling unit that is offered to transient guests for a period of less than 30 consecutive days, where the property serves as a person's primary residence but a primary resident of the property is not present while the transient guests are present. A neighborhood notification is required for this type of rental, if no objections then an administrative license can be approved

Type C: Dedicated short-term rental- means a dwelling unit that is offered to transient guests for a period of less than 30 consecutive days, where the property does not serve as a person's primary residence. A conditional use permit and a license are required by the city.

Type D: Bed and Breakfast- means an owner occupied historic residential structure used as a lodging establishment where a guestroom or guestrooms are rented on a nightly basis and in which only breakfast is included as part of the basic compensation. A Special Use Permit is required from the city to operate a historic B&B.

Allowing rentals requiring an owner to be present brings on a different level of complexity when trying to enforce that requirement. If the Council decides to go this direction the Police Chief and City Attorney should be involved with drafting language to hold the owner accountable for being present while guests are on site and how to address a situation if the owner is running errands while a police call is made regarding the guests.

Can a property be homesteaded with a rental business on it- At the first reading Council discussed if a rental property could be homesteaded. Staff contacted Dakota County Assessing Services and found that if the primary use of the property is single-family they are still able to homestead the property.

Length of transient lodging in other cities - The Council also asked for a summary of the length of transient lodging in other cities researched:

Name of City	Transient lodging is defined as less than:
Savage	15 days
Bloomington	30 days
Eagan	30 days
Burnsville	30 days
Stillwater	30 days

The second reading of the proposed code amendment is consistent with the first with the exception that B&B's would be allowed.

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.~~ Transient Lodging does not apply to Bed and Breakfast as provided for Section 10-2-2 & 10-6-1 of the City Code.

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

Planning Staff: Staff presents a revised ordinance that prohibits transient lodging for less than 30 consecutive days that would still allow Bed and Breakfasts in the City.

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

**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,
AND AMENDING TITLE 4, CHAPTER 13, SECTION 4,
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, vacations homes, crash pads, hostels, and the like. Transient Lodging does not apply to Bed and Breakfasts as provided for Section 10-2-2 & 10-6-1 of the City Code.

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. 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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Donation of Right-of-Way (ROW) to MnDOT for State Project 1921-94, City Project No. 2018-01 – T.H. 3 from T.H. 149 to Ann Marie Trail

Meeting Date: September 25, 2017
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Resolution approving donation of ROW to MnDOT for State Project 1921-94, City Project No. 2018-01 – T.H. 3 from T.H. 149 to Ann Marie Trail.

SUMMARY

The City Council is scheduled to continue the public hearing for municipal consent on SAP 1921-94, City Project No. 2018-01 – T.H. 3 from T.H. 149 to Ann Marie Trail on September 25, 2017. The City Council will be asked to consider donating land for right-of-way on this T.H. 3 project in the vicinity of Alfa Lane if the Council approves municipal consent earlier on the agenda.

The City has received a request from MnDOT seeking a donation of land near Alfa Lane. A map of the donation is included in the packet. The site is labeled Parcel 27 on the map. It is a trapezoid shape over the City's existing parcel for access to the west of T.H. 3, located south of Alfa Lane. Donating this parcel will result in MnDOT securing the ROW identified as Parcel 27.

The City Council is being asked to waive an appraisal of this 3,971 SF parcel. MnDOT has estimated the current market value of Parcel 27 at \$6,300. The City Council should authorize execution of the form in the packet.

MnDOT has also provided a form titled "Offer to Sell and Memorandum of Conditions." The City Council should authorize execution of this form in the packet. Note that a southbound bypass lane at T.H. 3 and 93rd Street is being built at no cost to the City, as other valuable consideration.

MnDOT has also provided a Quit Claim Deed for Parcel 27. The City Council should authorize execution of the Quit Claim Deed for this donation of ROW to MnDOT.

If the City Council approves municipal consent for State Project 1921-04 following the continued hearing on the project, then the Council should consider approving the execution of the documents in this item to donate ROW over Parcel 27 to MnDOT for other valuable consideration received by the City from the project.

If municipal consent is not approved earlier on the agenda, this item should be tabled or denied in line with the Council decision on municipal consent.

It is recommended that the City Council approve the donation of City land identified as Parcel 27 in this item to MnDOT for ROW on State Project 1921-04 (City Project No. 2018-01).

TJK/kf

Attachments: Resolution
 Receipt of Valuation Report Form
 Waiver of Appraisal and Donation Form
 Offer to Sell and Memo of Conditions
 Quit Claim Deed for Parcel 27

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

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO DONATE RIGHT-OF-WAY OVER PARCEL 27 TO MnDOT FOR RIGHT-OF-WAY (ROW) ACQUISITION FOR STATE PROJECT 1921-94, CITY PROJECT NO. 2018-01 – T.H. 3 FROM T.H. 149 TO ANN MARIE TRAIL

RESOLUTION NO. _____

WHEREAS, a donation of ROW on T.H. 3 is needed between the City of Inver Grove Heights and MnDOT (State of Minnesota) in order to provide ROW acquisition for State Project No. 1921-94 and as is allowed under the Minnesota Statutes; and

WHEREAS, it is considered mutually desirable to reconstruct T.H. 3 (Ann Marie Trail to T.H. 149) on an alignment that was approved on September 25, 2017; and

WHEREAS, the State and the City will share project responsibilities and MnDOT will fund all the project costs associated with ROW acquisition and related activities as described in the memo of conditions for Parcel 27; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Inver Grove Heights is authorized to execute the project documents related to Parcel 27 between the State of Minnesota and the City of Inver Grove Heights for ROW acquisition for State Project No. 1921-94.

BE IT FURTHER RESOLVED, that this conveyance does not have a relationship to the Municipal Comprehensive Plan and as a result it does not require Planning Commission review per MN Statute 462.356.

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

Approved by the City Council of Inver Grove Heights this 25th day of September 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Date: 9-15-17

City of Inver Grove Heights
Attn. Mayor
City Hall
8150 Barbara Ave
Inver Grove Heights, MN 55077

State Project #: 1921-94RW
Control Section #: 1921 (3=115) 523
Project Job #: TRW227595
County: Dakota
Parcel: 27 - The City of Inver Grove Heights
Property Address: SW Quad of TH3 and Alfa Ln., Inver Grove Heights, MN 55077

Dear Property Owner:

The State of Minnesota, acting through its Department of Transportation (MnDOT), will be purchasing your property for improvements to the Highway 3. The person delivering this purchase package is a representative of MnDOT and will explain the procedures involved in the land acquisition process.

The certified appraised amount offered to you is for a valuable consideration. This amount is for the total acquisition of your property.

In accordance with Federal and State laws and regulations, eligible property owners and/or occupants of the property on the date of this offer may be entitled to relocation assistance and benefits.

It is important that you review all of the information provided in this purchase package. It will help explain your rights during the purchasing process and assist you in making your decisions. If at any time you have questions or concerns, please contact your MnDOT representative.

Sincerely,

 *Tom O'Keefe* Soc T.O.

Tom O'Keefe, P.E., Assistant District Engineer
Metro District Program Delivery

Enclosures:

"Guide for Property Owners" Booklet

Legal Description describing acquisition

Offer to Sell and Memorandum of Conditions (reference copy if applicable)

Conveyance Instrument (reference copy if applicable)

"Relocation Assistance" Booklet (if applicable)

Acquisition Incidental Claim form

Plat map (if applicable)

Parcel sketch

Receipt of Valuation Report:

Date: _____

Owner: _____

September 13, 2017

Duane M. Green Jr., Acting Director
Minnesota Department of Transportation
395 John Ireland Boulevard – MS 630
St. Paul, MN 55155

RE: State Project #: 1921-94RW
Control Section #: 1921 (3=115) 523
Project Job #: TRW227595
County: Dakota
Parcel #: 27 - The City of Inver Grove Heights

We are aware of the provisions of State and Federal laws that would allow us to be paid just compensation (State certified appraised value) as well as obtain an appraisal with State reimbursement for the above referenced parcel.

As a contribution to the State of Minnesota, Department of Transportation, we hereby agree to donate, without compensation, an interest in real property legally described as follows:

All of the following:

That part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 27 North, Range 22 West, shown as Parcel 27 on Minnesota Department of Transportation Right of Way Plat Numbered 19-174 as the same is on file and of record in the office of the County Recorder in and for Dakota County, Minnesota;

containing 3971 square feet, more or less.

The above described tract being conveyed has a current assessed market value(or)an appraised value of \$6300.00- (assessed value)

Signature _____

Date _____

Signature _____

Date _____

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.: 1921 (3=115) 523 Parcel: 27 County: Dakota

Owners and addresses: City of Inver Grove Heights, Mayor, City Hall, 8150 Barbara Ave, Inver Grove Heights, Minnesota, 55077;

For a valuable consideration, on this _____ day of _____, _____, the undersigned owners hereby offer to sell and convey to the State of Minnesota a fee simple title to the real estate or an interest therein situated in Dakota County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within _____ days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State _____ days after the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said real estate shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a partial release of mortgage. The mortgage holder will be included as a payee along with the owners on the check drawn in payment for the property. Any fee charged by the mortgage holder for the partial release of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

OWNERS

QUITCLAIM DEED

STATE DEED TAX DUE HEREON: \$ _____

C.S. 1921 (3=115) 523

Parcel 27

Date: _____

County of Dakota

For valuable consideration, City of Inver Grove Heights, a municipal corporation under the laws of the state of Minnesota, Grantors, hereby convey and quitclaim to the State of Minnesota, Grantee, real property in Dakota County, Minnesota, described as follows:

All of the following:

That part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 27 North, Range 22 West, shown as Parcel 27 on Minnesota Department of Transportation Right of Way Plat Numbered 19-174 as the same is on file and of record in the office of the County Recorder in and for Dakota County, Minnesota;

containing 3971 square feet, more or less.

together with all hereditaments and appurtenances belonging hereto.

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 or has been electronically filed. (If electronically filed, insert WDC number _____.)
- ☐ 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.

CITY OF INVER GROVE HEIGHTS

By _____

Its _____

And _____

Its _____

STATE OF MINNESOTA)
)SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____ of City of Inver Grove Heights, a municipal corporation under the laws of the state of Minnesota, on behalf of the municipal corporation.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Metro Right of Way,
1500 W. County Road B2
Roseville, MN 55113

Send tax statements to Grantee:
State of Minnesota
Department of Transportation
METRO District Right of Way
1500 W. County Road B2
Roseville, MN 55113

February 14, 2017
1921-523-27

FEE ACQUISITION

Parcel 27 C.S. 1921 (3=115) 523

S.P. 1921-94RW

All of the following:

That part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 27 North, Range 22 West, shown as Parcel 27 on Minnesota Department of Transportation Right of Way Plat Numbered 19-174 as the same is on file and of record in the office of the County Recorder in and for Dakota County, Minnesota;

containing 3971 square feet, more or less.

RIGHT OF WAY PARCEL LAYOUT



MINNESOTA DEPARTMENT OF TRANSPORTATION

Topographic information required: Proposed R/W line & access taking.

Lot lines & dimensions.

Show north arrow.

Outline & location of buildings & improvements. Streets or highway frontage.

C.S. 1921(3=115)523

S.P. 1921-94

COUNTY Dakota

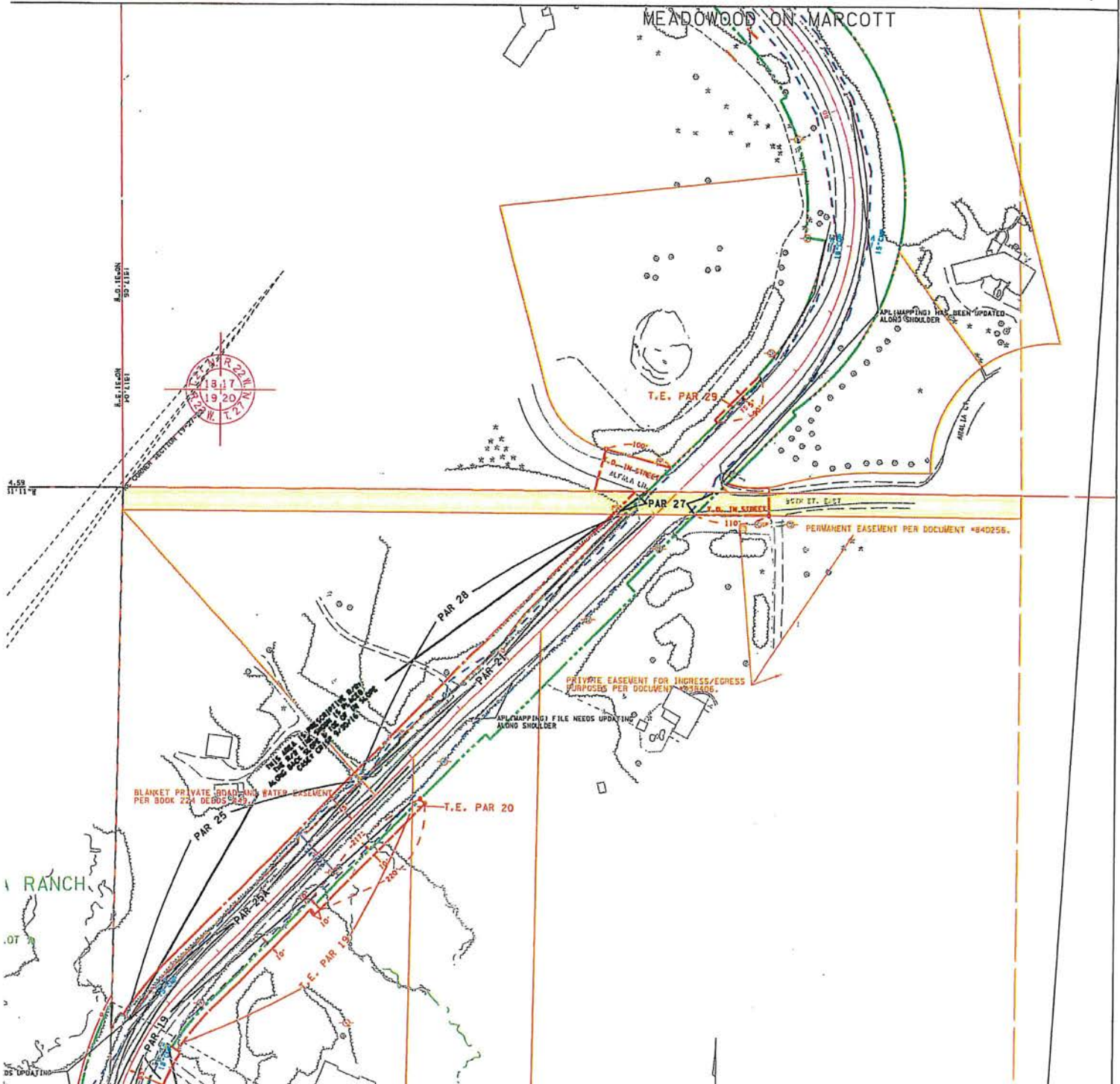
PARCEL NO. 27

OWNER The City of Inver Grove Heights

Scale 1" = 200 ft.

LEGEND

- ☐ EXISTING ACCESS CONTROL ☐ PROPOSED ACCESS CONTROL ☐ PROPOSED TEMPORARY EASEMENT
- ☐ EXISTING RIGHT OF WAY ☐ PROPOSED NEW RIGHT OF WAY/ PERMANENT EASEMENT



Layout sketch by PDP

Date 12-2-2016

Parcel No. 27

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Deny Request for Cash Surety Release of Remaining 10% Before End of Warranty Period for 9408 Aladin Trail

Meeting Date: September 25, 2017
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

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

Deny request for cash surety release of remaining 10% before end of warranty period for 9408 Aladin Trail.

SUMMARY

The City Engineer approved the Certificate of Survey with erosion control and stormwater plans noted on August 16, 2016. City Council approved the Custom Grading Agreement (CGA) on August 22, 2016. The owner provided the escrows and surety required for the CGA and proceeded with house construction in 2016. In early 2017, an erosion control inspection noted the yard had not been seeded. The house construction had been completed.

Upon request from Kurt and Anitta Perkins, the engineering cash surety was reduced from \$10,000 to \$2,500 on February 27, 2017 to ensure the site was vegetated. In May of 2017, the site was seeded. The owner established the seeding over the summer in 2017.

In August 2017, the Perkin's requested a reduction of their cash surety. Abiding by the recorded CGA, the cash surety was reduced to \$1,000 for a one-year warranty period. The Perkin's have made the request for a reduction of all the remaining monies in the cash surety contrary to Section 10.2 of the recorded CGA for this property. This request was denied by the City Engineer and the owner was told that it would be processed at the end of the warranty period (June 1, 2018). The owner wishes to address the Council to get the funds released at this time.

It is recommended that the City Council not approve this request for the remaining \$1,000 which is consistent with all CGA's executed in the City. If the City Council approves this reduction, the Perkin's must remove all silt fence before the final check is issued. Any refund of this account is provided to the person or business that originally provided the funds.

TJK/mw

Attachments: Custom Grading Agreement

Receipt:# 457580

AGREE \$46.00

Return to:
SIMPLIFILE
4844 NORTH 300 W #202

PROVO UT 84604

3151254



Recorded on: 9/22/2016 8:49 AM

By: AS, Deputy

Office of the County Recorder
Dakota County, Minnesota
Joel T. Beckman, County Recorder

CUSTOM GRADING AGREEMENT
FOR
PROPERTY LOCATED AT
9408 ALADIN TRAIL
LOT 2, BLOCK 1, RICH VALLEY ACRES 2ND ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
PROPERTY LOCATED AT
9408 ALADIN TRAIL
LOT 2, BLOCK 1, RICH VALLEY ACRES 2ND ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 22nd day of August, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **OWNER.** "Owner" means Kurt W. Perkins and Anitta J. Perkins, husband and wife, and their successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

- b.) pipeline companies.

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

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

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

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

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

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

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County,

metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

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

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

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

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

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

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

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

If to Owner: Kurt W. Perkins and Anitta J. Perkins
7435 Hidden Valley Hollow
Cottage Grove, MN 55016

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

writing, be deemed given if and when actually received by a party.

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

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

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

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

ARTICLE 3 **IMPROVEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

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

5.4 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6 **OWNER WARRANTIES**

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

ARTICLE 7 **CITY WARRANTIES**

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

ARTICLE 8 **INDEMNIFICATION OF CITY**

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

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

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

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

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

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

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of

PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10 **ESCROW DEPOSIT**

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

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

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

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

10.3 ENGINEERING ESCROW AMOUNT. In addition to the Escrow Amount, the Owner shall also deposit \$1,500.00 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

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

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

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

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall

inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: George Tourville
George Tourville, Mayor

ATTEST:

Michelle Tesser
Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 22nd day of August, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.



Kathleen J. Fischer
Notary Public

OWNER:


Kurt W. Perkins


Anitta J. Perkins

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 17th day of August, 2016, by Kurt W. Perkins and Anitta J. Perkins, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.




Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 2, Block 1, Rich Valley Acres 2nd Addition, Dakota County, Minnesota.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	8-11-16	PJ Land Surveying, LLC

The Development Plans were approved by the City Engineer on August 16, 2016.

DE NOTES PROPOSED ELEVATION
DE NOTES EXISTING ELEVATION
DE NOTES HIGH POINT AT BOUNDARY CORNER
DE NOTES WOOD PILE AT BLOC OFF SET
DE NOTES DIRECTION OF SURFACE DRAINAGE
DE NOTES EXISTING CONTOUR
DE NOTES PROPOSED CONTOUR
DE NOTES PROPOSED SET BACK

826.5	PROPOSED TOP OF FOUNDATION ELEVATION
820.0	PROPOSED DRAINAGE FLOOR ELEVATION
812.5	PROPOSED LOWEST FLOOR ELEVATION

[illegible][illegible]

211 DUNDAS STREET E. TORONTO, ONT. M5A 1H6

[illegible]

PREPARED BY:
F. J. LAND SURVEYING, LLC
22212 MONICA RD. N
BETHLEHEM, PA 18015
610-481-1000

PREPARED FOR
J MICHAEL HORTON, BAC
2007 COUNTY MONITOR, STATE A
WAPLEWOOD, NH 05103
603-898-3940

P&E NAME	MICHAEL L23 HIGH VALLEY CIRCLE AND HWY STATE	DATE	PA-JOHNSON
	407 PM	8-11-90 IS	ZAKET
JCS		16-VECTRM	
18-709		1/1	1/1

[illegible]

APPENDIX 2
IMPROVEMENTS

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

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 25, 2017
Item Type: Regular
Contact: Judy Thill, Fire Chief
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 contract for Architectural and Engineering Services for Fire Station Site Design and Construction for Fire Station #2 to Five Bugles Design.

SUMMARY

On August 14, 2017, Council approved issuing a Request for Proposal (RFP) for Architectural and Engineering Services for Site Design and Construction for Fire Station #2. That RFP was advertised on the City Website, the League of MN Cities, with professional associations and in the Star Tribune. We had 6 architectural firms respond to the RFP with proposals and sealed bids. The Fire Station Committee, which includes 8 Fire personnel (Firefighter through Fire Chief rank) and the City Administrator ranked the six proposals based on the requirements listed within the RFP. Three firms were invited back as finalists. The three firms included Wold Architects and Engineers, Five Bugles Design, and CNH Architects. Each firm gave a 25 minute presentation and then answered a series of interview questions. In addition to the 9 Station Committee members, evaluators for this portion also included Mayor Tourville and Council Members Piekarski Krech, Hark and Perry.

After consideration of the presentations and answers to interview questions, Five Bugles Design scored the highest. Bids were then compared for the final three. Five Bugles Design provided the lowest bid of \$368,200. This bid includes design of the building with a partial basement within the fixed cost, reimbursable costs, as well as the options for design of a full basement and access road to the basement. The other two firms, CNH Architects and Wold Architect and Engineering provided bids of \$413,300 and \$389,500, respectively, for those same parameters and options.

Based on the fact that Five Bugles Design received the highest score, provided the lowest bid, has an excellent reputation and already has a positive working history with the IGHFD, staff is recommending awarding the contract not to exceed \$368,200 for the Architectural and Engineering Services for Site Design and Construction for Fire Station #2 to Five Bugles Design.