

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, MARCH 24, 2014
8150 BARBARA AVENUE
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. i) Minutes – March 3, 2014 City Council Work Session _____
 - ii) Minutes – March 10, 2014 Regular City Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending March 19, 2014 _____
 - C. Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer’s Final Report, and Resolution Accepting Work for City Project No. 2013–09B – Sealcoating _____
 - D. Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer’s Final Report, and Resolution Accepting Work for City Project No. 2013–09C – Mill and Overlay _____
 - E. Resolution Receiving Bids and Awarding Contract for the 2014 Pavement Management Program, City Project No. 2014–09B – Sealcoating _____
 - F. Resolution Receiving and Accepting Proposal from Barr Engineering Company for Mapping Hydrologic and Hydraulic Drainage Studies _____
 - G. Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2013 Pavement Management Program, City Project No. 2013–09C – Mill and Overlay _____
 - H. Resolution Accepting Addendum No. 1 to Proposal for Engineering Services from Bolton & Menk, Inc. for a Feasibility Study for City Project No. 2014–13, Northwest Area Utility Extension – Argenta Trail Alignment _____
 - I. Approve Well Monitoring Agreement with the MPCA for Rich Valley Park _____
 - J. Approve 2014 Bituminous Trails Seal Coating _____
 - K. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **Anderson-Johnson Associates, Inc. (Simley High School):** Consider Resolution relating to a Conditional Use Permit, Improvement Agreement and related agreements to exceed the maximum impervious surface allowed in the Shoreland Overlay District to add artificial turf to the athletic field _____

8. **MAYOR & COUNCIL COMMENTS**

9. **ADJOURN**

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

**INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, MARCH 3, 2014 – 8150 BARBARA AVENUE**

1. CALL TO ORDER The City Council of Inver Grove Heights met in study session on Monday, March 3, 2014, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Community Development Director Link, Parks and Recreation Director Carlson, Finance Director Smith, Chief Stanger, Fire Chief Thill, and Deputy Clerk Kennedy

2. TECHNOLOGY TOUR

Patrick Mylan, Technology Manager, took the City Council on a tour of the City Hall and Public Safety facilities to explain and review the technology that is used by all departments in the City and managed by the Technology division.

3. CITY ADMINISTRATOR OPERATIONAL REVIEW

Mr. Lynch stated in January Council directed staff to return with information related to the reclassification of the Assistant City Administrator position to provide more focus on human resources activities. He noted all cities in Dakota County, with the exception of Farmington, currently had an Assistant City Administrator position. The job descriptions for the Assistant City Administrator position from each of the Dakota County cities were provided, along with corresponding job descriptions for the City Administrator position in each of those cities. The current job descriptions for both positions were provided for review. He stated the existing job description for the City Administrator position was outdated and reflected activities and duties that were not currently performed by the position. He proposed that the City Administrator job description be revised and updated. He recommended that the Assistant City Administrator position be changed to Administrative Services Manager and that some of the duties contained within the current job description be delegated to other departments. He explained the scope of the position would be more narrowly focused to oversee three (3) areas including human resources, communications, and specialty projects. Options were proposed to consider either for the 2014 or 2015 budgets to strengthen the department's human resources and communications efforts. He explained the City currently had a guest services/marketing position at the VMCC and proposed that the position be moved to City Hall to be responsible for all City communications. The position would be changed in Parks and Recreation to that of guest services supervisor. It was also proposed that a current part-time position in Finance be added two (2) days per week to supplement the Administration department and assist with various activities such as elections, open enrollment, and other administrative tasks.

Councilmember Piekarski Krech opined that the issue had taken on a life of its own and had strayed far from what was originally discussed. She stated a clarifying discussion between the Council and City Administrator was needed to bring the issue back to a more narrow focus. She opined that they also needed to discuss the mission/vision statements and goals on a more in-depth level. She stated she was not ready to move forward with the proposal as presented.

Councilmember Bartholomew stated he agreed with Councilmember Piekarski Krech's comments. He opined the challenge was to reduce staff and increase efficiencies and he felt more time and focus needed to be spent on the issue. He stated he would like to see some measurable performance benchmarks and goals added to the job description for the City Administrator.

Councilmember Mueller opined that the numbers related to the estimated amount of time spent on specific job duties were off and did not seem accurate. He questioned the status of the City's mission statement.

Mr. Lynch stated a mission statement was developed but there had not been an opportunity to discuss it with the City Council. He noted he had proposed the discussion to be a part of Council's strategic planning session.

Councilmember Piekarski Krech suggested that the strategic planning session should be moved up on the calendar.

The Council discussed meeting at 6 pm on March 18th with the City Council and City Administrator only. The City Administrator was asked to bring back revised job descriptions for his position and the Assistant City Administrator.

Mr. Lynch stated staff met on several occasions to discuss the controversy and conflict that arose from the proposed reorganization of the Parks and Recreation Department and determined it may be better to further revise the proposal that was presented to the Council in December of 2013.

Mr. Carlson stated in early December the City Council directed staff to reduce the golf course budget by \$60,000. On December 9th staff presented a reorganization plan that would achieve the desired savings in the golf course budget while still providing a job for all existing employees without the loss of salary and benefits. On January 6th and January 21st the Council further discussed the proposed reorganization plan and expressed concerns regarding the impact to the organization and questioned whether or not the reorganization could be effective. Given the concerns raised by the Council staff recommended that the organizational structure of the department remain the same as it was in 2013 with several exceptions. First, the Golf Course Manager position would be eliminated and the City and the affected employee would work towards an amicable separation. Second, the 0.75 FTE Clubhouse Manager would be elevated to a 1.00 FTE Golf Course Supervisor position that would report directly to the Parks and Recreation Director. Third, the Golf Course Superintendent would report directly to the Parks and Recreation Director. Fourth, the vacant 1.00 FTE Recreation Coordinator position would be eliminated. He noted a draft organizational chart with the recommended changes was provided for Council's review.

Councilmember Mueller clarified they were still talking about the elimination of Al McMurchie.

Mr. Carlson replied in the affirmative and reiterated the position of Golf Course Manager would be eliminated and the current Clubhouse Manager would be promoted to a full-time Golf Course Supervisor position that would be responsible for overseeing all clubhouse operations. He noted the Golf Course Superintendent would continue to be responsible for maintenance operations at the golf course.

Councilmember Piekarski Krech questioned who would be responsible for the overall golf experience.

Mr. Carlson stated the Golf Course Supervisor would be responsible.

Mr. Lynch stated any changes related to programming or clubhouse operations would include discussions between the City Administrator, Parks and Recreation Director, and the Golf Course Supervisor with eventual Council input on any recommended changes.

Councilmember Mueller questioned who would be responsible for making deposits and tracking the accounting for the course. He stated he was concerned about making money and wanted to make sure the financials were audited prior to the new individual taking over management.

Mr. Carlson stated the Golf Course Supervisor and the Golf Operations Coordinator would primarily be responsible for overseeing those functions.

Mayor Tourville noted a financial audit of all City finances was conducted annually.

Mr. Lynch stated there had not been any issues related to missing funds at the golf course and there had been no evidence of any financial mismanagement at the golf course at any time.

Councilmember Bartholomew confirmed the net reduction in staffing levels at the course was 0.75 FTE.

Mayor Tourville stated he was torn between the original proposed reorganization plan and revised plan with the elimination of an employee and the potential separation agreement. He stated the original reorganization plan allowed all employees to keep their jobs at their current salary and benefit levels. He opined the revised plan bothered him because it was not being done under the premise of reorganization and he was not sure that it would save money if they had to negotiate a settlement agreement.

Councilmember Madden agreed with the Mayor's concerns regarding the separation agreement.

Councilmember Mueller stated eliminating the position may provide that individual with an opportunity to grow elsewhere.

Mayor Tourville opined he had no difficulty with discussing reorganization within the golf course division. He stated he had a problem with eliminating a position without a reason. He opined it may open the City up to potential legal issues.

Dian Piekarski, 7609 Babcock Trail, stated the Mayor alluded to fact that City was opening itself up to risk of potential lawsuit. She opined that staff did what the City Council asked them to do and if reorganization occurred within the department there should not be a legal issue because the position was being eliminated. She commented that the City Attorney should be weighing in on whether or not the City could face potential legal ramifications, not the Mayor. She questioned if the City was going to operate the organization differently, would it create a legal problem for the City to pursue a potential separation agreement with the affected employee.

Mr. Lynch stated if the position was eliminated the City was not necessarily required to reach a separation agreement with the affected employee because the position would no longer exist within the organization. He explained if there were no documented performance issues or just cause for the elimination of the position the City may want to pursue a separation agreement with the affected employee to protect itself from further legal action because the affected employee could argue that the City just replaced them with someone else and could challenge the decision legally. He noted it was important to clarify that the City was not laying off the employee because that would imply that there may be a position for that person to come back to in the future. He stated in the proposed plan the position of Golf Course Manager would be eliminated.

Councilmember Mueller stated the potential outsourcing of management could also impact the proposed plan.

Mayor Tourville questioned if the City Council wanted staff to place the revised plan on the agenda for consideration at the next regular meeting.

Councilmember Bartholomew replied in the affirmative.

Councilmember Piekarski Krech suggested bringing it back to a later meeting after the Council had a chance to discuss it further at their meeting with the City Administrator on March 18th.

Councilmember Mueller stated he would also like to see it on the March 10th agenda.

Mayor Tourville directed staff to place the item on the March 10th agenda for consideration.

Mr. Carlson discussed future operations at the golf course. He explained Council previously discussed how Inver Wood could and should be operated in the future and expressed interest in gathering information on RFPs for golf course management services. He stated staff provided Council with information related to two different RFPs recently considered by the cities of St. Paul and Red Wing, as well as information as to the various arrangements Ramsey County has in place for their golf course operations. Staff recommended that the course continue to be operated by city staff in 2014 because there was not enough time to develop an RFP, evaluate responses, negotiate a contract, and have a private operator assume responsibility for management of the course in time for the start of the 2014 golf season. Over the course of 2014 the Council could continue to discuss all of the management and operations options that existed and decide how they would like to proceed going forward.

Mayor Tourville agreed it was too late to develop a RFP for the 2014 season. He stated this would be the first year that the golf course would not have a debt service payment and there would be different management in place regardless of the reorganization option that was chosen. He noted the City of St. Paul's golf operations were very different from that of Inver Wood. He opined that most of companies that bid on the RFP were interested in taking over management because they felt they would be able to make

money on the food & liquor operations in the clubhouses, not on the actual golf operations. He added that the City of St. Paul also committed to making huge investments into the courses annually for capital improvements. He stated he would not support a RFP for 2014 operations at Inver Wood.

Councilmember Madden stated it would be wise to wait and see what happens in St. Paul and how their operations are affected during the 2014 season.

Councilmember Mueller stated the Parks and Recreation Advisory Commission wanted to outsource management. He opined that the City should move forward with a RFP in 2014 and he did not want to wait. He stated the Council should make a decision so the employees know what is going on.

Mayor Tourville stated the City of St. Paul considered the issue for over a year. He reiterated that their course operations were so much different than Inver Wood.

Councilmember Bartholomew questioned if Councilmember Mueller wanted to develop a RFP for 2014 operations or 2015 operations.

Councilmember Mueller stated he wanted a RFP developed for consideration for 2015 operations. He stated it was too late for 2014 operations but he wanted all of the work completed in 2014 so a decision could be made well in advance of the 2015 season.

Councilmember Madden stated it would be good idea to look into options for the 2015 season.

Councilmember Piekarski Krech stated Inver Wood's operations were totally different than other courses and that would make a big difference because the RFP would be much different. She encouraged staff to continue to look for cooperative efforts with neighboring cities and suggested the City may be able to achieve some economies of scale for more integrated programming and staffing opportunities. She noted the new management may provide an opportunity to change some protocols at Inver Wood.

Jim Huffman, 4237 Denton Way, suggested that the Council consider a RFP for 2015 operations to give the new management a chance to run course. He stated if they do well in 2014, the City may not have to develop a RFP for outsourcing.

4. FRANCHISE FEES

Ms. Smith reviewed information related to financing mechanisms available to the City including a General Fund tax levy, special assessments, Municipal State Aid, and franchise fees. She explained the City could choose to utilize any combination of the mechanisms or all of them to address the need to fund infrastructure improvements. She outlined the pros and cons of each mechanism.

Councilmember Piekarski Krech questioned what the status was of discussions related to the establishment of street improvement districts.

Mr. Lynch explained there was legislation proposed that would allow cities to establish street improvement districts that were essentially geographic areas that the City would be able to tax for improvements without going through the 429 process. He noted he was not sure of the likelihood that the legislation would pass during this legislative session.

Mayor Tourville stated two groups lobbied against the legislation. The bill would provide the City with the opportunity to decide if it wanted to use the mechanism or not. He noted properties could only be part of one improvement district

Dian Piekarski questioned if that would be an additional tax and if the City would still be able to charge other fee and assessments.

Mayor Tourville stated it would be additional because cities would not be able to afford to fund improvements solely through revenue generated from the improvement districts.

Ms. Smith stated the second exhibit showed potential revenues to be collected from franchise fees from Xcel Energy and Dakota Electric. She stated the figures were based on an estimated number of

customers. The revenue from Xcel Energy was estimated to be \$800,000 and the revenue from Dakota Electric was estimated to be \$55,500. The revenue generated from gas customers of Xcel Energy was estimated to be \$236,000. She noted information was provided to reflect total revenue generation for a 1%, 2%, or 3% franchise fee. The third exhibit represented the revenue that would be generated if the proposed franchise fee was turned into a tax levy increase. She noted a 1% franchise fee as a levy increase would generate approximately \$550,000. She reviewed the impact on the mean, median, and commercial properties. She stated she could not provide a direct relationship for commercial and industrial properties because the category information required for the calculation was considered private data by the utility companies.

Councilmember Bartholomew stated the franchise fee would be a deductible business expense but it would not be deductible for residential property owners. He noted the businesses would simply pass the costs onto their customers.

Mayor Tourville stated in order to collect the same amount in taxes the City would have to increase the levy by a higher percentage. He stated the 3% levy increase would collect an additional \$1.6 million but the 3% franchise might cost the residential user less money than the property tax increase.

Councilmember Piekarski Krech stated many users electric bills fluctuate substantially from month to month and her concern was that a franchise fee could be a substantial amount added onto their bills.

Mayor Tourville stated one of the pros for franchise fees is that anybody who gets gas or electric service pays the fee whereas not all properties pay taxes.

Mr. Lynch reminded the Council that the purpose of the discussion is to find a way to close the \$3.5 million funding gap that was identified for the Pavement Management Program. He stated the City will not be able to keep up with the demand for repair & replacement of the existing infrastructure. He noted the City had not been able to assess according to policy for several years because of the economic downturn and the resultant decline in property valuation.

Councilmember Madden questioned what mechanism would generate the most revenue.

Mr. Lynch stated the revenue had to be generated either by fee or tax levy increase and the impact on users was an important consideration. He stated the preliminary estimates indicate that the amount people pay would generally be higher if the tax levy was increased because fewer properties were subject to taxes than would be subject to the franchise fee.

Councilmember Bartholomew questioned if the utility companies that collect the franchise fee would receive an administrative or maintenance fee.

Ms. Smith stated the fee would be passed directly onto the City in exchange for the utility companies no longer having to pay right-of-way fees for permits. She noted through November of 2013 the City had collected \$6600 from right-of-way permits. She explained whatever percentage was collected would turn into a flat fee that would be added to each user's monthly bill so the fee would not fluctuate. She stated Xcel Energy would only charge the franchise fee on a flat fee basis. A 2% franchise fee would be an additional \$2.51 per month for residential electric users, an additional \$1.20 per month for gas users. The charge for commercial property would depend on the category classification of each particular commercial user.

Mr. Lynch reiterated the volume based fee would be turned into a flat fee. The information provided was to demonstrate how the franchise fee would impact residential and commercial users based on the amount to be collected. He noted the actual monthly fee would be based on the total number of users.

Councilmember Piekarski Krech questioned how churches and schools were categorized.

Ms. Smith stated she could not obtain that information from the utility companies because it was considered to be private data.

Mayor Tourville suggested staff check to see if the utility companies could provide estimates for

commercial and institutional users.

Councilmember Mueller clarified this would be solely to reduce the deficit and that they would still have to collect assessments for street projects.

Councilmember Piekarski Krech responded in the affirmative and noted the Pavement Management Fund would also still need an annual contribution from the General Fund.

Councilmember Madden stated this was not going to solve the entire problem

Councilmember Bartholomew questioned when the rates had to be established and when they could be changed.

Mr. Lynch stated the city's current franchise agreements afford the City with the right to collect the franchise fee. The City would need to provide the utility companies with 60 days notice to implement the fee and the City would have the ability to change the rate annually.

Councilmember Bartholomew stated if there was no disclosure for commercial users how would a business owner know if their rate was fair and comparable or if their category was correct.

Ms. Smith explained the utility companies cannot provide that information without consent from the user. She stated users could challenge their category classification with the utility company. She noted there were 674 properties in the City that were tax exempt, but she was unable to determine how many of those properties receive utility service.

Dian Piekarski stated there was no way to know how much revenue would be generated by schools, churches, and other tax exempt users. The fees would simply be passed onto customers and taxpayers. She opined the franchise fee was a way for the City to raise more money without being transparent. She stated if the City needed more money for infrastructure improvements they should tell the taxpayers to justify a tax increase. She stated the taxpayers were going to pay either way and it would be better to have an honest conversation with the community about the need to raise taxes. She noted a franchise fee was not tax deductible and most people would not realize the franchise fee being added to their utility bill was the result of action taken by the City.

Councilmember Mueller questioned why the City could not charge the fee and bill users quarterly.

Mr. Lynch explained the City could not charge or collect directly from the user. The City could only set the rate.

Councilmember Madden stated he was willing to have further discussion but he had a problem with the franchise fee because he would rather be upfront about the need for the money and collect it through taxes.

5. ADJOURN

The meeting was adjourned at 9:45 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MARCH 10, 2014 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, March 10, 2014, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Finance Director Smith, Parks and Recreation Director Carlson, Chief Stanger, Fire Chief Thill, and Deputy Clerk Kennedy

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Mayor Tourville removed Item 4H from the Consent Agenda.

- A. Minutes – February 24, 2014 Regular City Council Meeting
- B. **Resolution No. 14-19** Approving Disbursements for Period Ending March 5, 2014
- C. Change Order No. 1 for City Project No. 2006-08, Asher Water Tower
- D. Accept Quote for Purchase of Traffic Counting Equipment
- E. Approve Proposal for Update of Water System Model
- F. **Resolution No. 14-20** Authorizing the Submittal of a Grant Application for the Community Conservation Partnership (CCP) with Dakota County Soil and Water Conservation District for City Project No. 2014-08, Bohrer Pond NW Pretreatment Basin Phase II
- G. **Resolution No. 14-21** Authorizing the Submittal of a Grant Application for the Community Conservation Partnership (CCP) with Dakota County Soil and Water Conservation District for City Project No. 2014-09D, College Trail Reconstruction for Blaine Avenue Basin
- I. Approve 2014 Seasonal/Temporary Compensation Plan
- J. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

H. Resolution Accepting the Proposal for Engineering Services from Bolton & Menk, Inc. for the Feasibility Study for City Project No. 2014-13, Northwest Area Utility Extension – Argenta Trail Alignment

Mr. Lynch explained Council was asked to consider a request for engineering services that will help identify pathways for sewer and water extension into the Northwest Area to allow for further development. Additionally, staff requested authorization to start revisions to the City's financial analysis plan for the Northwest Area. In 2008 and 2010 the City's financial consultant, Ehlers and Associates, drafted a financial analysis of the costs for the sewer and water extension at that time to determine the plat and building connection fees that needed to be charged to pay for the infrastructure. He stated that analysis needed to be updated as well as analysis of the breakdown between the development types. He explained certain assumptions were made the last time the analysis was completed based on the market and because those circumstances had changed the City needed to revise the fees to reflect the current market and projected densities in the Northwest Area. He stated there had also been discussion regarding property that would need to be acquired to complete the utility extension and more definition was needed to determine the details involved with the extension. He noted at a future meeting the Council would be asked to authorize pre-design work to enable the City to prepare to move forward with property acquisition.

Councilmember Mueller questioned if all of that work could be completed within 30 days.

Mr. Thureen stated the engineering services could be completed by the end of March. He noted one item that was not included was an estimate of easement costs to construct whatever alignment would be recommended. He stated the preliminary design would allow the City to define the footprint that would be needed with legal descriptions. He noted he spoke to the engineering consultant to determine how much it would cost to add a determination of estimated cost ranges for the acquisition of easements to the scope of work. The consultant indicated their time would cost an additional \$7,800 and they would also need to retain a sub-consultant from a land service firm to provide more definitive price estimates.

Councilmember Bartholomew question how long the pre-design work would take to complete.

Mr. Thureen stated that was more detailed work that would take approximately six (6) to eight (8) weeks. He explained the level of detail obtained from the pre-design work was needed to be able to negotiate property acquisitions.

Councilmember Bartholomew clarified that the pre-design work could not be started until the feasibility study was completed.

Mr. Thureen stated that was the ideal scenario. He noted if the Council wanted to accelerate that process he could ask the consultant to have a proposal ready for the next regular meeting.

Mr. Lynch stated there was a process that needed to be followed to ensure the City had everything in place with correct information so as not to jeopardize any property acquisition activity that may occur. He asked the Council to amend the language of number four (4) in the resolution to reflect that the funding would be determined by the revised Northwest Area Utility Connection Fees study to be provided by Ehlers and Associates.

Mr. Thureen stated if the scope of work was modified to include additional information related to estimated easement costs the schedule may be pushed slightly past the end of March.

Motion by Mueller, second by Piekarski Krech, to adopt Resolution No. 14-22 Accepting Agreement for Engineering Services from Bolton & Menk, Inc. for City Project No. 2014-13, Northwest Area Utility Extension – Argenta Trail Alignment with the revised language to number four (4)

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Chris Perrone, 5989 Babcock Trail, stated he has had an ongoing issue with his neighbor for eighteen years. He explained he spoke to Representative Atkins regarding the issue and it was suggested that he ask the City for permission to place boulders along his easement to prevent his neighbors from using his driveway. He asked the Council to help resolve the problem.

Mayor Tourville suggested that he provide his contact information to staff for further discussion to see if there was anything the City could do to address the problem.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. MARY T'KACH: Consider Resolution relating to a Variance to allow a 42 Inch High Solid Fence within the Front Yard whereas City Code requires 75% Clear Visibility on Front Yard Fences for property located at 1987 80th Street

Mr. Link reviewed the location of the property. He explained the request was for two (2) fences to be constructed in the front yard. The fences would be 42 inches tall, would sit atop a 2-3 foot berm, and would be set back ten (10) feet from the front property line. He stated the proposal complied with all zoning requirements except one, the type of fence. The zoning ordinance states that fences in the front

yard must be 75% clear. He noted the reasons for the regulation were for traffic safety, public safety, and aesthetics. The applicant's request was for a solid fence to mitigate traffic noise on 80th Street and the light from the operation at the community center. Planning staff recommended denial of the application because no inherent practical difficulty could be identified, the variance was not necessary for reasonable use of the property, and there was concern that approval could set a precedent for future applications. The Planning Commission also recommended denial of the application.

Mary T'Kach stated she provided staff with three (3) photos containing renderings of what the proposed fence would look like. She explained her original idea was for a seven (7) foot fence along the property line. She noted a six (6) foot fence would be allowed without a variance 30 feet from the property line. She stated her request was for a 42 inch fence on top of a berm that would be setback approximately ten (10) feet from the property line. She explained there continued to be issues with traffic noise and light. She noted the community center was the only institutional use in the City that was in operation seven (7) days per week from early morning until late at night.

Councilmember Bartholomew questioned what the proposed setback was from the property line.

Ms. T'Kach stated the setback would be approximately ten (10) feet.

Mayor Tourville stated the proposal for the 42 inch fence at a setback of ten (10) feet provided more visibility from the driveway onto 80th Street. He opined he was inclined to approve the variance because he did not see the institutional use across the street changing. He stated there were not many residential properties in the City located across from an operation similar to that of the community center.

Councilmember Bartholomew stated he concurred with the applicant's contention that the institutional use across the street was unique in that the operation was almost 24/7.

Mayor Tourville questioned if the second fence requested was subject to the same criteria.

Mr. Link stated the second fence also required a variance because it was located within the front 30 feet of the property.

Mayor Tourville stated the second fence had less impact on traffic visibility.

Councilmember Madden stated he was still concerned with setting a precedent. He noted he did agree that the situation was somewhat unique due to the operation of the institutional use across the street.

Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 14-23 approving a Variance for two 42 inch high solid fences on top of a 2-3 foot berm with a 10 foot setback. The practical difficulty was the unique nature of the institutional use located across the street from the property.

Ayes: 5

Nays: 0

Motion carried.

FINANCE:

B. CITY OF INVER GROVE HEIGHTS: Approve Carryover of Unused Budget Appropriations

Ms. Smith explained the request was to carryover unused budget appropriations to the 2014 budget. The General Fund carryover requests include police, engineering, planning, fire, and streets for a total of \$102,700. The Community Center requested a total of \$80,000. The ADA Fund requested a total of \$23,600. The Water Fund requested a total of \$180,000. She explained in addition to the carryovers requested for the Community Center, authorization of potential transfers in 2014 up to \$80,000 were also requested. She stated prior to the carryovers the General Fund estimated surplus of revenues over expenditures for 2013 was approximately \$900,000.

Councilmember Piekarski Krech questioned if there were plans to remodel the front desk at the Community Center and the Parks and Recreation office space.

Ms. Smith explained the project was in the 2013 budget because it was a carryover from 2012.

Mr. Lynch stated there was discussion related to upgrading and changing the office space for Parks and Recreation staff as well as the front desk. Since that time discussions were held with private retailers for potential use of space at the Community Center and Mr. Carlson was asked to review operations to see if there were other parts of the Community Center that could be used in alternative ways. He stated the unused appropriations could be used for capital improvements that may be needed to accommodate other uses.

Councilmember Piekarski Krech suggested keeping the money in the Capital Facilities Fund and Community Projects Fund until such time that a specific use is identified.

Ms. Smith stated the Council could elect not to approve the carryover at this time and amend the budget at a later time if a specific project was brought forward.

Mayor Tourville stated the money could be earmarked for use at the Community Center but final approval would not come until an actual plan is in place to use the money.

Mr. Carlson stated staff was actively seeking bids for the project to remodel the front desk area at the Community Center. He explained the proposed project would need Council approval before any money was spent.

Motion by Bartholomew, second by Madden, to adopt Resolution No. 14-24 Authorizing and Directing the Carryover of 2013 Budget Appropriations by Amending the 2014 Budget

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS: Approve Transfers and Fund Closings

Ms. Smith reviewed the proposed transfers. She stated the transfer from the Host Community Fund to the Community Center Fund was reduced to \$394,191.78. She noted the estimated operation expenses as a percentage of revenues for the Community Center was approximately 85%. The operational audit that was conducted in 2007 set a goal of 90%. A transfer from the Community Project Fund to the Community Center Fund was also requested in the amount \$309,746.24 specifically for the capital outlay projects completed at the Community Center last year. A transfer of \$500,000 was requested from the Host Community Fund to the Pavement Management Fund as previously discussed by Council. A transfer of \$150,000 was requested from the Host Community Fund to the Doffing Avenue Project fund. She noted there were several requests related to project funding and closing out specific projects. She explained aside from the transfers being requested, residual equity transfers effective December 31, 2013 were also requested to close out Funds 422 and 351. She stated a transfer from the Host Community Fund to the EDA in the amount of \$300,000 was requested for property acquisition. She noted funds would be transferred at the time of purchase.

Councilmember Piekarski Krech questioned if the transfer to the EDA involved funds that were already encumbered for a specific purchase. She explained her understanding was that transfers would be considered when a purchase was finalized and the exact amount being requested was known.

Ms. Smith stated the transfer was requested now so the authorization would be in place to transfer the funds at a later date once a purchase is finalized. She noted if a purchase did not go through the money would not be transferred.

Mr. Lynch explained the funds would not be placed in the EDA Fund until the City was prepared to make a purchase.

Ms. Smith stated the money would not be transferred until a check has been issued for a purchase.

Councilmember Mueller questioned if the money was for specific acquisitions already in progress.

Mr. Link stated it was for ongoing acquisition activities. He noted there was no specific purchase agreement in place at this time.

Councilmember Piekarski Krech stated she thought the decision was made that the EDA would not ask for

money unless the specific use and amount was known.

Mayor Tourville questioned if it would be feasible to request approval of transfers to the EDA as money is needed for specific uses.

Ms. Smith stated they could bring back a transfer request at a later date for separate approval.

Motion by Bartholomew, second by Piekarski Krech, to adopt Resolution No. 14-25 approving 2013 and 2014 Transfers without the \$300,000 transfer from the Host Community Fund to the EDA

Ayes: 5

Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS: Approve Transfers to Resolve 2013 Golf Course Cash Deficit

Ms. Smith stated the Golf Course Fund reflected a cash deficit of \$78,075.03 at the end of 2013. In previous discussions with the Council it was determined that any cash deficits that existed would be resolved on an annual basis. The request was for a transfer from the Central Equipment Fund for approximately \$65,000, an amount equivalent to the loan that was repaid from the Golf Course to the Central Equipment Fund for equipment purchases made three (3) years ago. The remaining amount was proposed to be taken from the Host Community Fund.

Councilmember Bartholomew stated he understood the need to resolve the cash deficit in a clear and transparent manner. He proposed setting up the transfer as a non-interest bearing loan to be repaid by the golf course. He stated the golf course was an enterprise fund that was supposed to support itself and he was unwilling to simply characterize the action as a transfer.

Mayor Tourville suggested adding language that would address what would happen to the loan if the management of the course was outsourced in the future.

Councilmember Bartholomew suggested if that occurs the Council would have to consider the appropriate action to take at that time to forgive the debt or take the money from another source.

Ms. Smith cautioned the Council against setting up the transfer as a loan. She explained in previous years the transfer was set up as a one-day interfund loan that grew to a balance of over \$3 million. She suggested if the Council chose to proceed with the loan that a date stipulation be added by which the loan needed to be resolved.

Councilmember Bartholomew clarified that Ms. Smith proposed if the course was not able to repay the loan by a specific date that the deficit would be resolved through a transfer from another funding source.

Ms. Smith replied in the affirmative.

Mayor Tourville suggested having a two or three year payback period.

Mr. Lynch stated a one year payback period would put a financial burden on the golf course operation. He noted a three year payback period would reduce the burden incurred by the course in a single year.

Motion by Bartholomew, second by Mueller, to adopt Resolution No. 14-26 approving an interest free loan to the golf course with a 3 year payback period

Ayes: 5

Nays: 0 Motion carried.

PARKS AND RECREATION:

E. CITY OF INVER GROVE HEIGHTS: Parks and Recreation Department Organization

Mr. Carlson stated Council was asked to make a final determination regarding the organizational structure of the Parks and Recreation department. He explained staff reviewed and discussed the structure of the department in response to a Council directive to save \$60,000 in the golf course budget for 2014. Two options were presented for Council's consideration. The first option involved the elimination of the Golf Course Manager position. In this option the City and the affected employee would work towards an

amicable separation. The Clubhouse Coordinator position, currently a 0.75 FTE, would be elevated to 1.00 FTE and would be responsible for the clubhouse operations of the golf course. The position would report directly to the Parks and Recreation Director. He noted the Golf Course Superintendent would also report directly to the Parks and Recreation Director.

The second option involved elimination of the Golf Course Manager position and a reassignment of the affected employee to the position of Maintenance Manager to oversee the Parks Maintenance and Golf Course Maintenance functions. The Maintenance Manager position would report directly to the Parks and Recreation Director. The Clubhouse Coordinator would be elevated to a 1.00 FTE. He explained the Park Superintendent's job responsibilities would change slightly, however the employee's current pay and benefits would remain the same. He noted the affected employee would report directly to the Maintenance Manager.

Mayor Tourville clarified that the position of Golf Course Manager would be eliminated in either option.

Mr. Carlson stated that was correct.

Mayor Tourville clarified that in the first option the City would try to work towards a separation agreement with the existing Golf Course Manager and in the second option the employee in that position would be reassigned to a different position and would retain their salary and benefits.

Mr. Carlson replied in the affirmative.

Councilmember Mueller opined he was in favor of the first option and stated any negotiated settlement agreement would have to come back to the Council for approval.

Councilmember Bartholomew supported the first option because the golf course was an enterprise fund that had to run on its own. He opined he did not have the stomach for shifting employees to another government vocation and he did not want to see that happen.

Mayor Tourville supported the second option as presented because no employee would lose their job or benefits and it still achieved the Council's directive to save \$60,000. He opined the main objective was to save \$60,000 in the golf course budget and that figure may not be realized if a separation agreement is negotiated.

Councilmember Piekarski Krech questioned what the benefit was, other than all employees retaining their jobs, of having another position in Parks and Recreation.

Mr. Carlson stated when staff was asked to find a way to save \$60,000 at the golf course the first thing he attempted to do was come up with a plan that would achieve that directive without any employee losing their job with the City. He explained he also had to consider what the organization of the department may look like in the future as positions are affected through potential retirements. One of the ideas he came up with to streamline operations and eventually provide more frontline workers was to combine the Golf Course Superintendent and Parks Superintendent positions into one. He stated in the short term, trying to preserve all employees' jobs, the second option made sense because it provided an opportunity to make the department run as efficiently as possible.

Mayor Tourville questioned if the second option would allow Mr. Carlson to manage the department better than the first option.

Mr. Carlson stated the second option put all employees in positions that matched their individual strengths.

Mayor Tourville questioned if there were open positions within the department.

Mr. Carlson stated there were vacant positions in both the Recreation and Park Maintenance divisions.

Mayor Tourville questioned if the vacant positions would be filled in the second option.

Mr. Carlson stated the vacant Recreation position would not be filled and the Park Maintenance position would not be filled in the short term.

Councilmember Bartholomew questioned who would manage programming and develop future plans for the golf course in the second option.

Mr. Carlson stated the Golf Course Supervisor would be responsible for all clubhouse operations in both options.

Councilmember Bartholomew stated he appreciated the fact that staff attempted to save positions. He explained he still supported option #1 for the reasons previously stated and because he would like to see operations streamlined with less oversight and quality employees. He stated the first option also achieved the original Council directive to save \$60,000 and reduced the number of employees by 0.75 FTE.

Mayor Tourville stated the financial savings was the same in either option.

Motion by Bartholomew, second by Mueller, to approve Option #1 for the organization of the Parks and Recreation Department

Ayes: 3 (Bartholomew, Mueller, Piekarski Krech)

Nays: 2 (Madden, Tourville) Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Motion by Madden, second by Bartholomew, to schedule special City Council meeting on April 3, 2014 at 6 pm to discuss the organization of the Administration department and the Mission/Vision statements

Ayes: 5

Nays: 0 Motion carried.

9. ADJOURN: Motion by Mueller, second by Bartholomew, to adjourn. The meeting was adjourned by a unanimous vote at 8:14 pm

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 24, 2014
 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 March 6, 2014 to March 19, 2014.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending March 19, 2014. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$409,989.63
Debt Service & Capital Projects	280,155.33
Enterprise & Internal Service	317,151.41
Escrows	7,345.45
	<hr/>
Grand Total for All Funds	<u><u>\$1,014,641.82</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 March 6, 2014 to March 19, 2014 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING March 19, 2014**

WHEREAS, a list of disbursements for the period ending March 19, 2014 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	\$409,989.63
Debt Service & Capital Projects	280,155.33
Enterprise & Internal Service	317,151.41
Escrows	7,345.45
Grand Total for All Funds	<u><u>\$1,014,641.82</u></u>

Adopted by the City Council of Inver Grove Heights this 24th day of March, 2014.

Ayes:

Nays:

Rosemary Piekarski Krech, Acting Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk



Expense Approval Report

By Fund

Payment Dates 3/6/2014 - 3/19/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	519210/5	03/19/2014	501126	101.43.5200.443.60016	25.98
ACE PAINT & HARDWARE	519175/5	03/19/2014	501126	101.44.6000.451.60040	8.98
AFSCME COUNCIL 5	INV0027425	03/21/2014	UNION DUES (AFSCME FAIR	101.203.2031000	40.26
AFSCME COUNCIL 5	INV0027426	03/21/2014	UNION DUES (AFSCME FULI	101.203.2031000	681.36
AFSCME COUNCIL 5	INV0027427	03/21/2014	UNION DUES (AFSCME FULI	101.203.2031000	75.15
ATOM	1168189-89196815	03/12/2014	2013 ATOM TRAINING	101.42.4000.421.50080	625.00
BELLEISLE, MONICA	2/28/14	03/12/2014	REIMBURSE-MILEAGE	101.42.4200.423.50065	54.34
CA DEPT OF CHILD SUPPORT SERVICES	INV0027058	03/07/2014	MIGUEL GUADALAJARA FEIL	101.203.2032100	279.69
CARGILL, INC.	2901629023	03/19/2014	3/10/14	101.43.5200.443.60016	13,252.62
CARGILL, INC.	2901626368	03/19/2014	3/7/14	101.43.5200.443.60016	36,571.44
CAT-PERSONAL SAFETY TRAINING	012314	03/19/2014	1/23/14 & 1/29/14	101.43.5200.443.50080	545.22
CAT-PERSONAL SAFETY TRAINING	012314	03/19/2014	1/23/14 & 1/29/14	101.44.6000.451.50080	324.56
CEMSTONE PRODUCTS COMPANY	6022072	03/19/2014	9021	101.43.5200.443.60016	248.80
CENTURY LINK	2/22/14 651 457 4184 7	03/19/2014	651 457 4184 746	101.44.6000.451.50020	58.94
CENTURY LINK	2/22/14 651 457 5524 9	03/19/2014	651 457 5524	101.44.6000.451.50020	65.31
CRAWFORD DOOR SALES COMPANY	13665	03/19/2014	4840	101.42.4200.423.40040	1,849.80
CULLIGAN	2/28/14 157-98459100-0	03/19/2014	157-98459100-6	101.42.4200.423.60065	20.50
DAKOTA CTY PROP TAXATION & RECORDS	2/19/14	03/19/2014	ABSTRACT FEE	101.45.0000.3413000	184.00
DAKOTA ELECTRIC ASSN	3/12/14	03/12/2014	3/12/14	101.43.5400.445.40020	46.64
DAKOTA ELECTRIC ASSN	3/12/14	03/12/2014	3/12/14	101.43.5400.445.40020	1,169.20
DAKOTA ELECTRIC ASSN	3/12/14	03/12/2014	3/12/14	101.44.6000.451.40020	339.04
DAKOTA ELECTRIC ASSN	3/12/14	03/12/2014	3/12/14	101.44.6000.451.40020	54.88
DAKOTA ELECTRIC ASSN	3/12/14	03/12/2014	3/12/14	101.44.6000.451.40020	14.51
DAKOTA ELECTRIC ASSN	3/12/14	03/12/2014	3/12/14	101.44.6000.451.40020	130.23
DEFENSIVE EDGE TRAINING & CONSULTING, INC.	1105	03/19/2014	4/30/14-5/1/14	101.42.4000.421.50080	395.00
EDGE MARKETING	139065 C	03/19/2014	35101	101.44.6000.451.60045	89.70
EFTPS	INV0027446	03/21/2014	FEDERAL WITHHOLDING	101.203.2030200	39,766.06
EFTPS	INV0027448	03/21/2014	MEDICARE WITHHOLDING	101.203.2030500	11,262.78
EFTPS	INV0027449	03/21/2014	SOCIAL SECURITY WITHHO	101.203.2030400	35,096.72
EMMONS & OLIVIER RESOURCES	00095-0041-3	03/12/2014	00095-0041	101.43.5100.442.30300	844.75
FERRELLGAS	1081411788	03/12/2014	77547879	101.43.5200.443.60016	21.21
FIRST IMPRESSION GROUP, THE	56270	03/19/2014	4363	101.42.4000.421.50030	335.44
FIRSTSCRIBE	2462157	03/19/2014	3/1/14	101.43.5100.442.40044	250.00
FROST SERVICES	575	03/19/2014	3/1/14	101.44.6000.451.60040	23.50
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0027431	03/21/2014	HSA ELECTION-FAMILY	101.203.2032500	2,985.07
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0027432	03/21/2014	HSA ELECTION-SINGLE	101.203.2032500	2,976.88
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31	101.41.1100.413.30550	22.40
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.41.1100.413.30550	3.17
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.41.1100.413.30550	4.00
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.41.2000.415.30550	59.82
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.41.2000.415.30550	9.19
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.41.2000.415.30550	19.49
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.41.2000.415.30550	3.80
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.42.4000.421.30550	28.00
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.42.4000.421.30550	15.85
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.42.4000.421.30550	20.00
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.42.4000.421.30550	210.70
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.42.4200.423.30550	14.00
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.43.5000.441.30550	8.38
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.43.5100.442.30550	47.47
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.43.5100.442.30550	6.34
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.43.5200.443.30550	33.17
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.44.6000.451.30550	2.39
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.44.6000.451.30550	4.00
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.44.6000.451.30550	48.08
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.45.3000.419.30550	2.85
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.45.3000.419.30550	14.65
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.45.3200.419.30550	3.17
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.45.3200.419.30550	11.40
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.45.3300.419.30550	19.50
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	101.45.3300.419.30550	3.17
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	101.41.1100.413.30550	29.57
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	101.41.2000.415.30550	92.30
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	101.42.4000.421.30550	282.05
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	101.42.4200.423.30550	14.00
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	101.43.5000.441.30550	8.38
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	101.43.5100.442.30550	53.81

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	101.43.5200.443.30550	33.17
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	101.44.6000.451.30550	54.47
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	101.45.3000.419.30550	17.50
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	101.45.3200.419.30550	14.57
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	101.45.3300.419.30550	22.67
GLOCK PROFESSIONAL, INC.	TRP/100054162	03/19/2014	102616-AC	101.42.4000.421.50080	195.00
GLOCK PROFESSIONAL, INC.	TRP/100054164	03/19/2014	102604-AC	101.42.4000.421.50080	195.00
HOFFMAN REFRIGERATION & HEATING	87149	03/12/2014	REFUND-CONTRACTOR LIC	101.45.0000.3219500	50.00
HOME DEPOT CREDIT SERVICES	3/7/14 6035 3220 1712	03/19/2014	6035 3220 1712 8343	101.44.6000.451.40047	25.04
HYDROCAD SOFTWARE SOLUTIONS LLC	2014 SUPPORT 8606	03/19/2014	2014 RENEWAL	101.43.5100.442.40044	270.00
ICMA RETIREMENT TRUST - 457	INV0027433	03/21/2014	ICMA-AGE <49 %	101.203.2031400	4,436.79
ICMA RETIREMENT TRUST - 457	INV0027434	03/21/2014	ICMA-AGE <49	101.203.2031400	4,125.00
ICMA RETIREMENT TRUST - 457	INV0027435	03/21/2014	ICMA-AGE 50+ %	101.203.2031400	1,069.95
ICMA RETIREMENT TRUST - 457	INV0027436	03/21/2014	ICMA-AGE 50+	101.203.2031400	6,012.87
ICMA RETIREMENT TRUST - 457	INV0027437	03/21/2014	ICMA (EMPLOYER SHARE A	101.203.2031400	73.67
ICMA RETIREMENT TRUST - 457	INV0027444	03/21/2014	ROTH IRA (AGE 49 & UNDEF	101.203.2032400	487.70
INFINITY WIRELESS	34768	03/19/2014	3/5/14	101.42.4200.423.40042	45.00
INTERNATIONAL CODE COUNCIL INC	INV0380117	03/19/2014	5310235	101.42.4200.423.50080	532.00
INVER GROVE FORD	2/25/14 94917	03/12/2014	FEBRUARY 94917	101.42.4000.421.70300	267.81
KENISON, TERRI	FEBRUARY 2014	03/19/2014	FEBRUARY 2014	101.42.4200.423.30700	850.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	101.41.1000.413.30420	2,283.71
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	101.41.1100.413.30420	136.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	101.41.1100.413.30420	36.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	101.42.4000.421.30420	232.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	101.43.5000.441.30420	36.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	101.43.5100.442.30420	844.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	101.44.6000.451.30420	1,108.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	101.45.3200.419.30420	648.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	101.45.3300.419.30420	183.80
LEVANDER, GILLEN & MILLER P.A.	2/28/14 92000E	03/19/2014	92000E	101.42.4000.421.30410	32,254.74
LILLIE SUBURBAN NEWSPAPERS	2/28/14 001363	03/12/2014	001363	101.41.1100.413.50025	546.00
LOCAL GOVERNMENT INFORMATION SYSTEM	37916	03/19/2014	106325	101.42.4000.421.70501	1,609.00
LOCAL GOVERNMENT INFORMATION SYSTEM	37927	03/19/2014	111541	101.42.4200.423.30700	110.00
LOCAL GOVERNMENT INFORMATION SYSTEM	38005	03/19/2014	106325	101.42.4000.421.70501	1,492.00
LOCAL GOVERNMENT INFORMATION SYSTEM	37401	03/12/2014	106325	101.42.4000.421.70501	1,525.00
MADSKY ROOFING & RESTORATION LLC	87343	03/12/2014	REFUND CONTRACTOR LIC	101.45.0000.3219500	50.00
METROPOLITAN COUNCIL ENVIRON SRVCS	3/6/14	03/12/2014	FEBRUARY 2014	101.41.0000.3414000	(1,192.80)
MINNEAPOLIS OXYGEN CO.	171089814	03/19/2014	113504	101.42.4200.423.40042	67.20
MINNEAPOLIS OXYGEN CO.	171089815	03/19/2014	113504	101.42.4200.423.40042	73.92
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0027059	03/07/2014	RICK JACKSON FEIN/TAXPA	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0027060	03/07/2014	JUSTIN PARRANTO FEIN/TA	101.203.2032100	484.54
MN DEPT OF LABOR & INDUSTRY	FEBRUARY 2014	03/06/2014	FEBRUARY 2014 SURCHAR	101.207.2070100	4,242.30
MN DEPT OF LABOR & INDUSTRY	FEBRUARY 2014	03/06/2014	FEBRUARY 2014 SURCHAR	101.41.0000.3414000	(84.85)
MN DEPT OF REVENUE	INV0027447	03/21/2014	STATE WITHHOLDING	101.203.2030300	16,758.82
MOBILE MAINTENANCE INC	77227	03/19/2014	REFUND-JOB CANCELLATIC	101.45.0000.3221000	162.25
MOBILE MAINTENANCE INC	77227	03/19/2014	REFUND-JOB CANCELLATIC	101.45.0000.3221500	105.46
MOBILE MAINTENANCE INC	79229	03/19/2014	REFUND-JOB CANCELLED	101.45.0000.3221000	162.25
MOBILE MAINTENANCE INC	79229	03/19/2014	REFUND-JOB CANCELLED	101.45.0000.3221500	79.10
MOBILE MAINTENANCE INC	79839	03/19/2014	REFUND-JOB CANCELLED	101.45.0000.3221000	162.25
MOBILE MAINTENANCE INC	79839	03/19/2014	REFUND-JOB CANCELLED	101.45.0000.3221500	79.10
MSANI	3/5/14	03/12/2014	2014 SPRING CAN-AM CONF	101.42.4000.421.50080	150.00
MTI DISTRIBUTING CO	944632-00	03/19/2014	91180	101.44.6000.451.60040	914.81
MTI DISTRIBUTING CO	944632-01	03/19/2014	91180	101.44.6000.451.60040	625.00
OTIS, JOSHUA M	2/24/14	03/19/2014	REIMBURSE-TRAINING	101.42.4000.421.50075	33.93
OXYGEN SERVICE COMPANY, INC	03256475	03/19/2014	04394	101.42.4000.421.60065	22.40
PERA	INV0027438	03/21/2014	PERA COORDINATED PLAN	101.203.2030600	30,123.18
PERA	INV0027439	03/21/2014	EMPLOYER SHARE (EXTRA	101.203.2030600	2,409.82
PERA	INV0027440	03/21/2014	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0027441	03/21/2014	EMPLOYER SHARE (PERA C	101.203.2030600	57.69
PERA	INV0027442	03/21/2014	PERA POLICE & FIRE PLAN	101.203.2030600	11,212.83
PERA	INV0027443	03/21/2014	EMPLOYER SHARE (POLICE	101.203.2030600	16,819.18
RUFFRIDGE-JOHNSON	C65588	03/19/2014	0900400	101.43.5200.443.60016	364.50
S & T OFFICE PRODUCTS	FEBRUARY 2014	03/12/2014	FEBRUARY 2014	101.45.3200.419.60010	17.73
SENSIBLE LAND USE COALITION	3/26/14	03/12/2014	A. HUNTING, H. BOTTEN, T.	101.45.3000.419.50080	38.00
SENSIBLE LAND USE COALITION	3/26/14	03/12/2014	A. HUNTING, H. BOTTEN, T.	101.45.3200.419.50080	76.00
SOUTH EAST TOWING	186625	03/19/2014	11/28/13	101.42.4000.421.60065	203.06
SOUTH RIVER HEATING & COOLING, INC.	14-16470	03/12/2014	2/24/14	101.42.4200.423.40040	426.75
STREICHER'S	11075613	03/12/2014	285	101.42.4000.421.60018	3,945.60
STREICHER'S	11076871	03/19/2014	285	101.42.4000.421.60018	387.39
THOMSON REUTERS - WEST	829099449	03/19/2014	2/1/14-2/28/14	101.42.4000.421.30700	140.90
TM&M	20144708	03/19/2014	3/12/14	101.43.5200.443.60016	6,647.57
TOTAL CONSTRUCTION & EQUIP.	59750	03/19/2014	CIT001	101.44.6000.451.40040	141.44
TOTAL CONSTRUCTION & EQUIP.	59751	03/19/2014	CIT001	101.44.6000.451.40047	621.71
TWIN CITIES OCCUPATIONAL HEALTH PC	102186697	03/12/2014	N26-1251001589	101.41.1100.413.30500	170.00
UNIFIRST CORPORATION	090 0195975	03/19/2014	1051948	101.43.5200.443.60045	23.77

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	090 0195975	03/19/2014	1051948	101.44.6000.451.60045	25.41
UNIFIRST CORPORATION	090 0195137	03/12/2014	1051948	101.43.5200.443.60045	23.77
UNIFIRST CORPORATION	090 0195137	03/12/2014	1051948	101.44.6000.451.60045	25.41
UNIFORMS UNLIMITED	195997	03/12/2014	I14866	101.42.4000.421.60045	355.91
UNITED WAY	INV0027445	03/21/2014	UNITED WAY	101.203.2031300	105.00
USA MOBILITY WIRELESS INC	X0317409C	03/19/2014	0317409-1	101.42.4000.421.50020	4.89
XCEL ENERGY	404260381	03/19/2014	51-4779167-3	101.44.6000.451.40010	1,237.24
XCEL ENERGY	404260381	03/19/2014	51-4779167-3	101.44.6000.451.40020	1,589.16
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	101.42.4200.423.40010	208.43
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	101.42.4200.423.40020	124.31
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	101.43.5200.443.40020	17.62
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	101.43.5400.445.40020	687.06
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	101.43.5400.445.40020	61.92
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	101.43.5400.445.40020	54.49
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	101.44.6000.451.40010	80.80
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	101.44.6000.451.40020	116.22
XCEL ENERGY	404260554	03/19/2014	51-5754361-1	101.42.4000.421.40042	40.50
XCEL ENERGY	403572992	03/19/2014	51-5279113-0	101.43.5200.443.40020	254.67
XCEL ENERGY	403572992	03/19/2014	51-5279113-0	101.43.5400.445.40020	10,960.62
XCEL ENERGY	403592963	03/19/2014	51-6431857-4	101.42.4200.423.40010	3,179.16
XCEL ENERGY	403592963	03/19/2014	51-6431857-4	101.42.4200.423.40020	1,771.56
XCEL ENERGY	403595477	03/19/2014	51-6435129-1	101.43.5400.445.40020	825.48
Fund: 101 - GENERAL FUND					332,839.65
TWIN CITIES TOURISM ATTRACTIONS ASSOCIATIC 2014 TCTAA MEMBER	03/12/2014	2014 TCTAA MEMBERSHIP F	201.44.1600.465.50070	500.00	
TWIN CITIES TOURISM ATTRACTIONS ASSOCIATIC 3/3/14	03/12/2014	MARCH	201.44.1600.465.50025	100.00	
Fund: 201 - C.V.B. FUND				600.00	
AMERICAN CARNIVAL MART & PARTY LAND	81874	03/10/2014	CIOFIN	204.44.6100.452.60009	372.20
FIRST IMPRESSION GROUP, THE	56410-P	03/12/2014	56410	204.44.6100.452.50035	1,200.00
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	204.44.6100.452.30550	3.97
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	204.44.6100.452.30550	17.58
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	204.44.6100.452.30550	21.55
IGH SENIOR CLUB	3/4/14	03/12/2014	FEBRUARY 2014	204.227.2271000	232.00
IGH/SSP COMMUNITY EDUCATION	3/4/14	03/12/2014	UCARE DISCOUNT AND FA	204.227.2271000	1,712.00
PARTY CITY	2/28/14	03/12/2014	10203315	204.44.6100.452.60009	116.12
PARTY CITY	2/28/14	03/12/2014	10203315	204.44.6100.452.60009	8.50
SAM'S CLUB	2/23/14 7715 0900 6570	03/12/2014	7715 0900 6570 2540	204.44.6100.452.60009	16.97
SAM'S CLUB	2/23/14 7715 0900 6570	03/12/2014	7715 0900 6570 2540	204.44.6100.452.60009	258.66
ZERO GRAVITY ENTERTAINMENT	3/14/14	03/12/2014	MOTHER SON SPORTS NIGI	204.44.6100.452.30700	300.00
Fund: 204 - RECREATION FUND				4,259.55	
2ND WIND EXERCISE, INC.	022022934	03/12/2014	2/19/14	205.44.6200.453.40042	235.00
2ND WIND EXERCISE, INC.	022022934	03/12/2014	2/19/14	205.44.6200.453.60040	120.00
BECKER ARENA PRODUCTS, INC.	00097683	03/12/2014	INV000	205.44.6200.453.60065	497.06
COMDATA CORPORATION	CXINB381	03/12/2014	RH172	205.44.6200.453.60065	20.02
COMDATA CORPORATION	CXINB381	03/12/2014	RH172	205.44.6200.453.60065	6.60
CULLIGAN	2/28/14 157-01143890-1	03/19/2014	157-01143890-8	205.44.6200.453.60016	706.04
CULLIGAN	2/28/14 157-01143890-1	03/19/2014	157-01143890-8	205.44.6200.453.60016	176.51
ECSI SYSTEM INTEGRATORS	17000	03/19/2014	955150	205.44.6200.453.50055	797.37
ECSI SYSTEM INTEGRATORS	17000	03/19/2014	955150	205.44.6200.453.50055	797.38
ECSI SYSTEM INTEGRATORS	17890	03/12/2014	165950	205.44.6200.453.40040	629.67
ECSI SYSTEM INTEGRATORS	17890	03/12/2014	165950	205.44.6200.453.40040	629.67
ECSI SYSTEM INTEGRATORS	17983	03/19/2014	165950	205.44.6200.453.40040	986.61
ECSI SYSTEM INTEGRATORS	17983	03/19/2014	165950	205.44.6200.453.40040	986.61
FIRST IMPRESSION GROUP, THE	56410-P	03/12/2014	56410	205.44.6200.453.50035	1,200.00
FRONK, JEFFREY	3/7/14	03/19/2014	REFUND-LOW ENROLLMEN	205.44.0000.3493501	34.00
GARTNER REFRIGERATION & MFG, INC	14607	03/19/2014	VETE01	205.44.6200.453.40040	1,953.75
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	205.44.6200.453.30550	30.24
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	205.44.6200.453.30550	30.24
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	205.44.6200.453.30550	3.50
GOPHER PLUMBING SUPPLY	218356	03/19/2014	0102479	205.44.6200.453.60016	25.24
GRAINGER	9376487956	03/12/2014	806460150	205.44.6200.453.60016	54.22
GRAINGER	9384823341	03/19/2014	806460150	205.44.6200.453.60011	297.50
GRAINGER	9384823341	03/19/2014	806460150	205.44.6200.453.60011	297.50
GRAINGER	9380667619	03/12/2014	806460150	205.44.6200.453.60016	79.56
GRAINGER	9381995100	03/19/2014	806460150	205.44.6200.453.60016	99.95
HILLYARD INC	700120569	03/19/2014	274069	205.44.6200.453.40042	215.21
HILLYARD INC	700120569	03/19/2014	274069	205.44.6200.453.40042	215.21
HILLYARD INC	601053034	03/12/2014	274069	205.44.6200.453.60011	379.56

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HILLYARD INC	601053034	03/12/2014	274069	205.44.6200.453.60011	379.56
HILLYARD INC	601062048	03/19/2014	274069	205.44.6200.453.60011	16.92
HILLYARD INC	601062048	03/19/2014	274069	205.44.6200.453.60011	16.93
HUEBSCH SERVICES	3227324	03/19/2014	92965	205.44.6200.453.40040	200.14
HUEBSCH SERVICES	3227324	03/19/2014	92965	205.44.6200.453.40040	55.32
MENARDS - WEST ST. PAUL	48671	03/19/2014	30170270	205.44.6200.453.60040	64.99
MN PREMIER PUBLICATIONS	149400	03/19/2014	11211	205.44.6200.453.50025	224.00
MSHSL REGION 3AA	2/14/14	02/19/2014	SECTION PROCEEDS FORM	205.44.0000.3492200	3,913.50
PIONEER PRESS	0214414398	03/19/2014	414398	205.44.6200.453.50025	650.00
R & R SPECIALTIES OF WI, INC.	0054335-IN	03/12/2014	2/26/14	205.44.6200.453.40042	54.00
R & R SPECIALTIES OF WI, INC.	0054344-IN	03/12/2014	2/26/14	205.44.6200.453.40042	43.00
R & R SPECIALTIES OF WI, INC.	0054375-IN	03/12/2014	2/28/14	205.44.6200.453.40042	540.00
R & R SPECIALTIES OF WI, INC.	0054405-IN	03/12/2014	3/5/14	205.44.6200.453.40042	79.25
ROACH, RICK	3/4/14	03/12/2014	REIMBURSE-MILEAGE	205.44.6200.453.50065	21.00
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.60011	7.44
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.60011	7.44
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.60012	9.01
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.60012	36.79
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.60040	36.39
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.60040	326.23
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.60065	21.39
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.60065	24.52
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.60065	18.88
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.60065	140.84
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.60065	31.75
SAM'S CLUB	2/23/14 7715 0900 616C	03/12/2014	7715 0900 6160 6950	205.44.6200.453.76100	3.98
SCHINDLER ELEVATOR CORPORATION	8103684662	03/12/2014	1077364	205.44.6200.453.40040	278.49
SPRUNG SERVICES	64082	03/19/2014	3/6/14	205.44.6200.453.40040	582.00
VANCO SERVICES LLC	00005956913	03/12/2014	ES12073	205.44.6200.453.70600	96.25
XCEL ENERGY	404260381	03/19/2014	51-4779167-3	205.44.6200.453.40010	12,674.12
XCEL ENERGY	404260381	03/19/2014	51-4779167-3	205.44.6200.453.40010	17,627.39
XCEL ENERGY	404260381	03/19/2014	51-4779167-3	205.44.6200.453.40020	6,241.88
XCEL ENERGY	404260381	03/19/2014	51-4779167-3	205.44.6200.453.40020	13,723.65
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	205.44.6200.453.40010	413.03
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	205.44.6200.453.40020	896.27
Fund: 205 - COMMUNITY CENTER					71,028.07
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	290.45.3000.419.30550	0.33
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	290.45.3000.419.30550	0.85
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	290.45.3000.419.30550	1.18
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	290.45.3000.419.30420	168.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	290.45.3000.419.30420	1,092.00
Fund: 290 - EDA					1,262.36
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	402.44.6000.451.30420	310.50
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	402.44.6000.451.30420	179.50
Fund: 402 - PARK ACQ. & DEV. FUND					490.00
METROPOLITAN COUNCIL ENVIRON SRVCS	3/6/14	03/12/2014	FEBRUARY 2014	404.217.2170000	119,280.00
Fund: 404 - SEWER CONNECTION FUND					119,280.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	425.72.5900.725.30420	398.00
Fund: 425 - 2005 IMPROVEMENT FUND					398.00
BOLTON & MENK, INC.	0164305	03/19/2014	T12.107887	440.74.5900.740.30300	3,106.50
FINANCE & COMMERCE, INC.	741455540	03/19/2014	10025798	440.74.5900.740.50025	287.85
KIMLEY-HORN & ASSOCIATES, INC.	5573850	03/12/2014	160509020.3	440.74.5900.740.30300	101,344.72
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	440.74.5900.740.30420	7,767.80
LILLIE SUBURBAN NEWSPAPERS	2/28/14 001363	03/12/2014	001363	440.74.5900.740.50025	84.00
MCNAMARA CONTRACTING INC	FINAL PAY VO. NO. 2	03/19/2014	CITY PROJECT NO. 2013-09	440.74.5900.740.80300	8,507.67
PEARSON BROTHERS, INC.	FINAL PAY VO. NO. 2	03/19/2014	CITY PROJECT NO. 2013-09	440.74.5900.740.40046	37,747.53
Fund: 440 - PAVEMENT MANAGEMENT PROJ					158,846.07
WSB & ASSOCIATES, INC.	3/4/14 3	03/12/2014	01702-250	441.74.5900.741.70600	294.00
Fund: 441 - STORM WATER MANAGEMENT					294.00
DAKOTA CTY PROP TAXATION & RECORDS	2014 CITY PROPERTY	03/12/2014	ARGENTA HILLS 8TH OUTLC	448.74.5900.748.70600	7.96
DAKOTA CTY PROP TAXATION & RECORDS	2014 CITY PROPERTY	03/12/2014	ARGENTA HILLS 8TH OUTLC	448.74.5900.748.70600	458.22
DAKOTA CTY PROP TAXATION & RECORDS	2014 CITY PROPERTY	03/12/2014	ARGENTA HILLS 8TH OUTLC	448.74.5900.748.70600	114.58
EHLERS AND ASSOCIATES, INC.	346482	03/12/2014	UTILITY RATE STUDY	448.74.5900.748.30150	266.50
Fund: 448 - NWA - STORM WATER					847.26
3M	05034311	03/12/2014	5918140	501.50.7100.512.60045	50.00
ACE PAINT & HARDWARE	519237/5	03/19/2014	501126	501.50.7100.512.60016	16.38
AUTOMATIC SYSTEMS CO.	27087 S	03/12/2014	INVE01	501.50.7100.512.40042	501.05
BUDGET SANDBLASTING & PAINTING INC	3314	03/12/2014	3/3/14	501.50.7100.512.40040	941.64
CAT-PERSONAL SAFETY TRAINING	012314	03/19/2014	1/23/14 & 1/29/14	501.50.7100.512.50080	302.90

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF BLOOMINGTON	2/1/14-2/28/14	03/12/2014	2/1/14-2/28/14	501.50.7100.512.30700	420.00
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	501.50.7100.512.30550	3.17
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	501.50.7100.512.30550	26.54
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	501.50.7100.512.30550	29.71
GLASSING FLORIST	00339410	03/19/2014	00014099	501.50.7100.512.60016	90.94
GOPHER STATE ONE-CALL	94051	03/12/2014	MN00435	501.50.7100.512.30700	46.40
GOPHER STATE ONE-CALL	96380	03/12/2014	MN00435	501.50.7100.512.30700	69.60
MINNESOTA DEPARTMENT OF HEALTH	1/1/14-3/31/14	03/12/2014	1190014	501.207.2070100	11,934.00
MN DEPT OF HEALTH	A. SCHWARTZ OPERA	03/12/2014	OPERATOR CLASS B EXAM	501.50.7100.512.50070	32.00
MN DEPT OF HEALTH	S. GUBASH OPERATC	03/12/2014	OPERATOR CLASS D - S. GL	501.50.7100.512.50070	32.00
MN GLOVE & SAFETY, INC.	278902	03/12/2014	CTINVP	501.50.7100.512.60016	180.60
PLANT & FLANGED EQUIPMENT COMPANY	0062628-IN	03/19/2014	INV5000	501.50.7100.512.40042	2,219.40
PLANT & FLANGED EQUIPMENT COMPANY	0062629-IN	03/19/2014	INV5000	501.50.7100.512.40042	74,879.00
SCHLOMKA PROPERTIES	1/15/14	03/12/2014	HYDRANT PERMIT REFUND	501.207.2070300	(12.26)
SCHLOMKA PROPERTIES	1/15/14	03/12/2014	HYDRANT PERMIT REFUND	501.50.0000.3813000	(172.00)
SHANK CONSTRUCTORS, INC.	2/28/14 2	03/19/2014	1265 2/1/14-2/28/14	501.50.7100.512.40042	58,168.00
VALLEY-RICH CO, INC	19806	03/12/2014	R14093 3/2	501.50.7100.512.40046	3,946.28
W W GOETSCH ASSOC INC	92123	03/19/2014	2/18/14	501.50.7100.512.40042	3,817.00
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	501.50.7100.512.40010	172.13
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	501.50.7100.512.40020	207.68
XCEL ENERGY	404098838	03/19/2014	51-6098709-7	501.50.7100.512.40010	2,533.28
XCEL ENERGY	404098838	03/19/2014	51-6098709-7	501.50.7100.512.40020	9,902.01

Fund: 501 - WATER UTILITY FUND

170,337.45

AUTOMATIC SYSTEMS CO.	27121	03/12/2014	INVE01	502.51.7200.514.40042	909.95
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	502.51.7200.514.30550	16.62
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	502.51.7200.514.30550	16.62
VIKING INDUSTRIAL CENTER	3010855	03/19/2014	1011232	502.51.7200.514.40042	482.75
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	502.51.7200.514.40010	33.01
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	502.51.7200.514.40020	95.24
XCEL ENERGY	404098838	03/19/2014	51-6098709-7	502.51.7200.514.40010	302.83
XCEL ENERGY	404098838	03/19/2014	51-6098709-7	502.51.7200.514.40020	1,326.06

Fund: 502 - SEWER UTILITY FUND

3,183.08

CHECKVIEW CORPORATION	300124022	03/19/2014	64044	503.52.8500.526.50055	211.96
CLEVELAND GOLF/SRIXON	4198464	03/12/2014	10971	503.52.8200.523.76200	103.56
CLEVELAND GOLF/SRIXON	4199422	03/12/2014	10971	503.52.8200.523.76350	222.24
CLEVELAND GOLF/SRIXON	4196799	03/12/2014	10971	503.52.8200.523.76250	482.18
DAKOTA ELECTRIC ASSN	3/12/14	03/12/2014	3/12/14	503.52.8600.527.40020	240.73
DEX MEDIA EAST	2/20/14 110360619	03/12/2014	110360619	503.52.8500.526.50025	47.50
FOOTJOY	5439305	03/12/2014	008363/2243 062177/2243 00	503.52.8200.523.76200	282.90
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	503.52.8000.521.30550	22.00
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	503.52.8500.526.30550	3.17
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	503.52.8500.526.30550	8.88
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	503.52.8600.527.30550	3.17
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	503.52.8600.527.30550	22.40
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	503.52.8000.521.30550	22.00
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	503.52.8500.526.30550	12.05
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	503.52.8600.527.30550	25.57
LILLIE SUBURBAN NEWSPAPERS	3/14/14 001466	03/19/2014	001466	503.52.8500.526.50025	45.50
LILLIE SUBURBAN NEWSPAPERS	3/7/14 001466	03/12/2014	001466	503.52.8500.526.50025	45.50
MTI DISTRIBUTING CO	944149-00	03/19/2014	402307	503.52.8600.527.60050	966.58
NAPA OF INVER GROVE HEIGHTS	368772	03/19/2014	4165	503.52.8600.527.40042	322.81
NATIONAL AUTOMATIC SPRINKLER CO.	29820	03/12/2014	2/28/14	503.52.8500.526.40040	247.00
NIKE USA, INC.	957710191	03/12/2014	79282	503.52.8200.523.76200	47.36
NIKE USA, INC.	957741105	03/12/2014	79282	503.52.8200.523.76250	560.70
NIKE USA, INC.	957874756	03/12/2014	008363/1243 062177/1243 00	503.52.8200.523.76200	5,210.44
NIKE USA, INC.	957751293	03/12/2014	79282	503.52.8200.523.76250	4.50
NIKE USA, INC.	957896528	03/12/2014	79282	503.52.8200.523.76350	534.00
NIKE USA, INC.	958016037	03/19/2014	79282	503.52.8200.523.76300	2,055.46
PARAMOUNT APPAREL INTERNATIONAL	2204794	03/12/2014	68682	503.52.8200.523.76200	279.55
PING	12153342	03/19/2014	4085	503.52.8200.523.76200	317.00
PING	12153342	03/19/2014	4085	503.52.8200.523.76250	902.46
PING	12153342	03/19/2014	4085	503.52.8200.523.76350	396.00
PRESTIGE FLAG	376909	03/19/2014	INVE03	503.52.8600.527.60050	794.09
SPORT HALEY, INC.	PSI-240801	03/12/2014	MN085	503.52.8200.523.76200	726.18
SPORT HALEY, INC.	PSI-240934	03/12/2014	MN085	503.52.8200.523.76200	920.46
TAYLOR MADE GOLF COMPANY INC	21561980	03/12/2014	503230	503.52.8200.523.76200	91.57
TAYLOR MADE GOLF COMPANY INC	21567555	03/12/2014	602343	503.52.8200.523.76200	1,935.67
TAYLOR MADE GOLF COMPANY INC	21567556	03/12/2014	602343	503.52.8200.523.76200	2,576.94
TAYLOR MADE GOLF COMPANY INC	21577423	03/12/2014	602343	503.52.8200.523.76200	74.66
TAYLOR MADE GOLF COMPANY INC	21590381	03/12/2014	602343	503.52.8200.523.76200	91.57
TAYLORMADE ADIDAS GOLF CO.	21621824	03/19/2014	602343	503.52.8200.523.76200	44.54
TDS METROCOM	3/13/14 651 457 3667	03/19/2014	651 457 3667	503.52.8500.526.50020	252.75
THARANCO LIFESTYLES LLC	0070140076	03/19/2014	0000202943	503.52.8200.523.76200	2,676.37
THE CIT GROUP COMMERCIAL SERVICES	PSI-240798	03/12/2014	550045	503.52.8200.523.76200	288.75

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TITLEIST	2379007	03/19/2014	008363/1243 062177/1243 00	503.52.8200.523.76450	710.07
TITLEIST	2428423	03/19/2014	008363/1243 062177/1243 00	503.52.8200.523.76350	436.00
TITLEIST	2399813	03/19/2014	008363/1243 062177/1243 00	503.52.8200.523.76300	2,371.89
TITLEIST	2400818	03/19/2014	008363/1243 062177/1243 00	503.52.8200.523.76350	315.48
TITLEIST	2402794	03/19/2014	008363/1243 062177/1243 00	503.52.8200.523.76450	4,599.46
TITLEIST	2044853	10/02/2013	008363 1243 062177 1243 00	503.52.8200.523.76450	710.64
TITLEIST	6113411	09/25/2013	008363 1243 062177 1243 00	503.52.8200.523.76450	(1,081.00)
WELLS FARGO FINANCIAL LEASING	5000950978	03/19/2014	603-0001471	503.52.8400.525.70300	29,511.22
WESTERN PETROLEUM COMPANY	97131430-41801	03/12/2014	112743	503.52.8600.527.60022	703.66
WILSON SPORTING GOODS	4515187848	03/12/2014	187981/945330	503.52.8200.523.76250	196.70
WILSON SPORTING GOODS	4515220407	03/12/2014	187981/945330	503.52.8000.521.40055	587.62
WILSON SPORTING GOODS	4515220408	03/12/2014	187981/945330	503.52.8000.521.40055	300.36
WILSON SPORTING GOODS	4515260899	03/19/2014	187981/945330	503.52.8200.523.76250	634.00
WILSON SPORTING GOODS	4515260900	03/19/2014	187981/945330	503.52.8200.523.76250	1.18
WILSON SPORTING GOODS	4515260901	03/19/2014	187981/945330	503.52.8200.523.76200	72.97
XCEL ENERGY	403413772	03/19/2014	51-5754364-1	503.52.8500.526.40010	223.40
XCEL ENERGY	403413772	03/19/2014	51-5754364-1	503.52.8500.526.40020	487.22
XCEL ENERGY	403413772	03/19/2014	51-5754364-1	503.52.8600.527.40010	695.60
XCEL ENERGY	403413772	03/19/2014	51-5754364-1	503.52.8600.527.40020	11.65

Fund: 503 - INVER WOOD GOLF COURSE 65,606.84

EHLERS AND ASSOCIATES, INC.	346482	03/12/2014	UTILITY RATE STUDY	511.50.7100.512.30150	266.50
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Fund: 511 - NWA - WATER 266.50

EHLERS AND ASSOCIATES, INC.	346482	03/12/2014	UTILITY RATE STUDY	512.51.7200.514.30150	266.50
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Fund: 512 - NWA - SEWER 266.50

GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	602.00.2100.415.30550	0.98
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	602.00.2100.415.30550	0.20
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	602.00.2100.415.30550	0.50
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	602.00.2100.415.30550	0.33
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	602.00.2100.415.30550	2.01

Fund: 602 - RISK MANAGEMENT 4.02

3M	05034311	03/12/2014	5918140	603.00.5300.444.60045	50.00
ABM EQUIPMENT & SUPPLY	0139000-IN	03/12/2014	0119768	603.00.5300.444.40041	293.84
ACE PAINT & HARDWARE	519127/5	03/12/2014	501126	603.00.5300.444.60040	8.99
ALLDATA LLC	1409502	03/19/2014	CITXNP	603.00.5300.444.40042	1,500.00
BOYER TRUCKS - PARTS DISTRIBUTION	829892	03/12/2014	C20390	603.00.5300.444.40041	390.12
BOYER TRUCKS - PARTS DISTRIBUTION	830323	03/12/2014	C20390	603.00.5300.444.40041	277.64
CAT-PERSONAL SAFETY TRAINING	012314	03/19/2014	1/23/14 & 1/29/14	603.00.5300.444.50080	242.32
EMERGENCY APPARATUS MAINTENANCE	72696	03/19/2014	3681	603.00.5300.444.40041	1,111.03
EMERGENCY APPARATUS MAINTENANCE	72697	03/19/2014	3680	603.00.5300.444.40041	1,037.41
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	603.00.5300.444.30550	10.24
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	603.00.5300.444.30550	3.17
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	603.00.5300.444.30550	13.41
GOPHER BEARING	5726769	03/19/2014	0782358	603.00.5300.444.40041	54.42
GRAINGER	9386338223	03/19/2014	806460150	603.00.5300.444.60040	89.96
GRAINGER	9386338231	03/19/2014	806460150	603.00.5300.444.60040	109.65
H&L MESABI	90239	03/12/2014	514	603.140.1450050	1,108.72
H&L MESABI	90469	03/19/2014	514	603.00.5300.444.40041	682.74
KIMBALL MIDWEST	3440855	03/19/2014	222006	603.00.5300.444.60012	239.12
KIMBALL MIDWEST	3440855	03/19/2014	222006	603.140.1450050	221.75
LARSON COMPANIES	B-240710061	03/19/2014	14649	603.140.1450050	122.00
LITTLE FALLS MACHINE INC	00053398	03/19/2014	048936	603.00.5300.444.40041	583.13
METRO JANITORIAL SUPPLY INC	11012782	03/19/2014	3/5/14	603.00.5300.444.60011	125.67
METROMATS	9182	03/19/2014	2/20/14	603.00.5300.444.40065	38.50
METROMATS	9015	03/19/2014	2/6/14	603.00.5300.444.40065	38.50
O'REILLY AUTO PARTS	1767-471001	03/12/2014	1578028	603.140.1450050	22.39
O'REILLY AUTO PARTS	1767-471048	03/12/2014	1578028	603.140.1450050	250.02
O'REILLY AUTO PARTS	1767-472642	03/19/2014	1578028	603.00.5300.444.40041	107.20
O'REILLY AUTO PARTS	1767-472642	03/19/2014	1578028	603.140.1450050	6.90
O'REILLY AUTO PARTS	1767-472643	03/19/2014	1578028	603.00.5300.444.40041	22.86
O'REILLY AUTO PARTS	1767-472668	03/19/2014	1578028	603.00.5300.444.40041	17.75
O'REILLY AUTO PARTS	1767-472701	03/19/2014	1578028	603.00.5300.444.40041	162.13
O'REILLY AUTO PARTS	1767-472861	03/19/2014	1578028	603.00.5300.444.40041	60.85
O'REILLY AUTO PARTS	1767-472868	03/19/2014	1578028	603.00.5300.444.40041	0.68
O'REILLY AUTO PARTS	1767-472921	03/19/2014	1578028	603.00.5300.444.40041	12.20
O'REILLY AUTO PARTS	1767-472922	03/19/2014	1578028	603.00.5300.444.40041	7.72
O'REILLY AUTO PARTS	1757-473087	03/19/2014	1578028	603.00.5300.444.40041	(10.00)
O'REILLY AUTO PARTS	1767-473031	03/19/2014	1578028	603.00.5300.444.40041	3.45
O'REILLY AUTO PARTS	1767-473079	03/19/2014	1578028	603.00.5300.444.40041	26.32
O'REILLY AUTO PARTS	1767-473095	03/19/2014	1578028	603.00.5300.444.40040	32.58
O'REILLY AUTO PARTS	1767-47383	03/19/2014	1578028	603.140.1450050	38.52
O'REILLY AUTO PARTS	1767-471722	03/12/2014	1578028	603.140.1450050	130.06
O'REILLY AUTO PARTS	1767-472024	03/12/2014	1578028	603.140.1450050	32.76
O'REILLY AUTO PARTS	1767-472035	03/12/2014	1578028	603.00.5300.444.60012	7.98

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SCHARBER & SONS	P38999	03/19/2014	INVER001	603.00.5300.444.40041	479.39
STATE OF MN - DEPT OF PUBLIC SAFETY	1907100502013 M-653	03/19/2014	190710050	603.00.5300.444.50070	25.00
TRUCK REPAIR & EQUIPMENT	53096	03/19/2014	IHGF001	603.00.5300.444.40041	2,112.63
UNIFIRST CORPORATION	090 0195975	03/19/2014	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0195975	03/19/2014	1051948	603.00.5300.444.60045	28.17
UNIFIRST CORPORATION	090 0195137	03/12/2014	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0195137	03/12/2014	1051948	603.00.5300.444.60045	28.17
WESTERN PETROLEUM COMPANY	97132112-41801	03/19/2014	112741	603.140.1450050	2,018.51
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	603.00.5300.444.40010	307.44
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	603.00.5300.444.40020	137.06
XCEL ENERGY	403572992	03/19/2014	51-5279113-0	603.00.5300.444.40010	4,946.23
XCEL ENERGY	403572992	03/19/2014	51-5279113-0	603.00.5300.444.40020	2,132.61
YOCUM OIL COMPANY, INC.	613329	03/12/2014	502860	603.140.1450060	6,887.88
YOCUM OIL COMPANY, INC.	618282	03/19/2014	502860	603.140.1450060	11.10
YOCUM OIL COMPANY, INC.	618284	03/19/2014	502860	603.140.1450060	6,308.40
YOCUM OIL COMPANY, INC.	618286	03/19/2014	502860	603.140.1450060	3,309.47

Fund: 603 - CENTRAL EQUIPMENT 38,163.80

COORDINATED BUSINESS SYSTEMS	248452724	03/12/2014	923425	604.00.2200.416.40050	173.13
S & T OFFICE PRODUCTS	FEBRUARY 2014	03/12/2014	FEBRUARY 2014	604.00.2200.416.60005	27.87
S & T OFFICE PRODUCTS	FEBRUARY 2014	03/12/2014	FEBRUARY 2014	604.00.2200.416.60010	1,318.02
S & T OFFICE PRODUCTS	FEBRUARY 2014	03/12/2014	FEBRUARY 2014	604.00.2200.416.60010	270.04
US BANCORP EQUIPMENT FINANCE, INC.	248432957	03/12/2014	923425	604.00.2200.416.40050	8,880.85

Fund: 604 - CENTRAL STORES 10,669.91

GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	605.00.7500.460.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	605.00.7500.460.30550	3.50
HORWITZ NS/I	W30233	03/19/2014	CTYOFIGH	605.00.7500.460.40040	336.87
SAM'S CLUB	2/23/14 7715 0900 635	03/12/2014	7715 0900 6358 0633	605.00.7500.460.50070	41.97
USA MOBILITY WIRELESS INC	X0317493C	03/12/2014	0317493-5	605.00.7500.460.40065	4.64
XCEL ENERGY	TAX 3/19/14	03/19/2014	TAX DIFFERENCE 3/19/14	605.00.7500.460.40020	598.15
XCEL ENERGY	403572992	03/19/2014	51-5279113-0	605.00.7500.460.40020	8,388.74
ZEE MEDICAL SERVICE	54183714	03/12/2014	3/6/14	605.00.7500.460.60065	23.25
ZEMAN ENTERPRISES LLC	3/5/14	03/12/2014	3/5/14	605.00.7500.460.40040	751.36

Fund: 605 - CITY FACILITIES 10,151.98

ADVANCED TECHNOLOGY SYSTEMS, INC.	72099	03/19/2014	2/13/14	606.00.1400.413.60010	1,025.78
ADVANCED TECHNOLOGY SYSTEMS, INC.	72163	03/19/2014	2/19/14	606.00.1400.413.60010	679.00
CUSTOM HEADSETS, INC	50084	03/19/2014	C3143	606.00.1400.413.60065	330.24
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	606.00.1400.413.30550	8.50
GENESIS EMPLOYEE BENEFITS, INC	22356	03/12/2014	1/31/14	606.00.1400.413.30550	3.17
GENESIS EMPLOYEE BENEFITS, INC	22897	03/12/2014	2/28/14	606.00.1400.413.30550	11.67
INTEGRA TELECOM	120350820	03/12/2014	002129	606.00.1400.413.50020	273.60
INTEGRA TELECOM	120350821	03/12/2014	002129	606.00.1400.413.50020	381.60
INTEGRA TELECOM	120350822	03/12/2014	002129	606.00.1400.413.50020	258.00
INTEGRA TELECOM	120350823	03/12/2014	002129	606.00.1400.413.50020	3,547.80
LOW VOLTAGE CONTRACTORS	SOI.035129	03/19/2014	85982	606.00.1400.413.60040	295.00
TIES	49084	03/19/2014	1751	606.00.1400.413.80610	6,948.22
WORKS COMPUTING, INC.	21420	03/19/2014	INVER	606.00.1400.413.30700	123.75
WORKS COMPUTING, INC.	21421	03/19/2014	INVER	606.00.1400.413.30700	1,150.00
WORKS COMPUTING, INC.	21432	03/19/2014	INVER	606.00.1400.413.30700	3,465.00

Fund: 606 - TECHNOLOGY FUND 18,501.33

BENTON COUNTY DISTRICT COURT	05FA0624659	03/12/2014	MATTHEW K SKALSKY	702.229.2291000	1,000.00
EMMONS & OLIVIER RESOURCES	00095-0037-11	03/12/2014	00095-0037	702.229.2298301	701.00
EMMONS & OLIVIER RESOURCES	00095-0038-7	03/12/2014	00095-0038	702.229.2282200	502.50
EMMONS & OLIVIER RESOURCES	00095-0038-7	03/12/2014	00095-0038	702.229.2298301	1,561.45
HENNEPIN COUNTY DISTRICT COURT	13425295	03/19/2014	LARRY DOUGLAS HARRIS	702.229.2291000	50.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	702.229.2284001	458.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	702.229.2291000	32.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	702.229.2291000	56.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	702.229.2291000	764.50
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	702.229.2291000	244.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	702.229.2296501	19.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	702.229.2297601	154.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	702.229.2302601	90.00
LEVANDER, GILLEN & MILLER P.A.	2/28/14 81000E	03/19/2014	81000E	702.229.2303601	397.00
MOWER COUNTY SHERIFF'S DEPT	30836	03/19/2014	CORY NEAL STUCKY	702.229.2291000	300.00
SCHLOMKA PROPERTIES	1/15/14	03/12/2014	HYDRANT PERMIT REFUND	702.229.2294300	1,000.00

Fund: 702 - ESCROW FUND 7,345.45

Grand Total 1,014,641.82

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2013-09B – Sealcoating

Meeting Date: March 24, 2014
 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
 SB

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2013-09B – Sealcoating.

SUMMARY

The improvements were ordered as part of the 2013 Pavement Management Program. The contract was awarded in the amount of \$257,432.90 to Pearson Brothers on June 24, 2013 for City Project No. 2013-09B – Sealcoating.

The contractor has completed the work through January 31, 2014 in accordance with the contract plans and specifications.

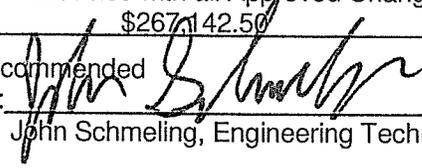
I recommend approval of Final Compensating Change Order No. 1 in the increased amount of \$9,709.60 which results in a final contract amount of \$267,142.50, Final Pay Voucher No. 2 in the amount of \$37,747.53, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2013-09B – Sealcoating. The increased contract amount is related to additional oil placed under the aggregate to adjust for field conditions and for increased sweeping time.

TJK/js

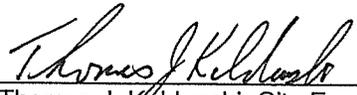
- Attachments: Final Compensating Change Order No. 1
 Final Pay Voucher No. 2
 Engineer's Final Report
 Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 1

**2013 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2013-09B
SEALCOATING**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 Contractor: Pearson Brothers 11079 Lamont Avenue N.E. Hanover, MN 55341	Date of Issuance: February 14, 2014 Engineer: City Engineer
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>See Attached</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$257,432.90	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$257,432.90	Contract Time Prior to this Change Order
Net Increase of this Change Order \$9,709.60	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$267,142.50	Contract Time with Approved Change
Recommended By:  John Schmeling, Engineering Technician	Approved By:  Pearson Brothers

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

~~George Tourville, Mayor~~
Rosemary Piekarski-Krech,
Acting Mayor

Date of Council Action:

3-24-14

ATTACHMENT TO FINAL COMPENSATING CHANGE ORDER No. 1

Final Compensating Change Order Amount:

Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form. The increase is a result of using more oil due to field pavement conditions requiring additional oil to ensure the rock is embedded properly and additional sweeping time. The amount is calculated as follows:

Total Value of work completed to date	\$267,142.50
Contract amount to date	<u>\$257,432.90</u>
Compensating Change Order Amount (Increase)	\$9,709.60

Total of Change Order Number 1 \$9,709.60

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: Two (2) FINAL
DATE: February 24, 2014
PERIOD ENDING: January 31, 2014
CONTRACT: 2013 Pavement Management Program
PROJECT NO: 2013-09B Sealcoating

TO: Pearson Brothers
11079 Lamont Avenue N.E.
Hanover, MN 55341

Original Contract Amount..... \$257,432.90
Total Addition (Final Compensating Change Order No. 1) \$9,709.60
Total Deduction..... \$0.00
Total Contract Amount \$267,142.50
Total Value of Work to Date \$267,142.50
Less Retained (0%) \$0.00
Less Previous Payment \$229,394.97
Total Approved for Payment this Voucher..... \$37,747.53
Total Payments including this Voucher \$267,142.50

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through January 31, 2014.

Signed by: Thomas J. Kaldunski
Thomas J. Kaldunski, City Engineer
February 24, 2014

Signed by: Pearson Brothers
Pearson Brothers
February 13, 2014
Date

Signed by: George Fourville, Mayor
Rosemary Piekarski-Krech, Acting Mayor
3-24-14

FINAL PAYMENT #2

2/14/2014

**2013 PAVEMENT MANAGEMENT PROGRAM
SEALCOAT PROJECT
City Project # 2013-09B**

Base Bid

Item No.	Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	80	106	\$ 100.00	\$ 8,000.00	\$ 10,600.00
2	Seal Coating (FA-2 Class A)	SY	151,450	151,450	\$ 0.66	\$ 99,957.00	\$ 99,957.00
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	41,466	43,200	\$ 2.79	\$ 115,690.14	\$ 120,528.00
4	Seal Coat Test Strip	EA	10	2	\$ 200.00	\$ 2,000.00	\$ 400.00
5	Pavement Message (Left Arrow) Latex	EA	13	16	\$ 75.00	\$ 975.00	\$ 1,200.00
6	Pavement Message (Right Arrow) Latex	EA	9	12	\$ 75.00	\$ 675.00	\$ 900.00
7	Pavement Message (Thru Arrow) Latex	EA	4	2	\$ 100.00	\$ 400.00	\$ 200.00
8	Linear Markings 4" Width Latex Solid White	LF	18,416	27,729	\$ 0.15	\$ 2,762.40	\$ 4,159.35
9	Linear Markings 4" Width Latex Double Yellow	LF	11,365	17,193	\$ 0.32	\$ 3,636.80	\$ 5,501.76
10	Linear Markings 4" Width Latex Broken White	LF	440	950	\$ 0.40	\$ 176.00	\$ 380.00
11	Linear Markings 18" Width Latex Solid White	LF	140	122	\$ 6.00	\$ 840.00	\$ 732.00
12	Linear Markings 18" Width Latex Solid Yellow	LF	328	297	\$ 3.00	\$ 984.00	\$ 891.00
13	Crosswalk Marking Paint White Latex	SF	630	882	\$ 3.00	\$ 1,890.00	\$ 2,646.00
14	Traffic Control	LS	1	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
						Total Base Bid: \$	241,986.34 \$

Bid Alternate C

Item No.	Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	8	10	\$ 100.00	\$ 800.00	\$ 1,000.00
2	Seal Coating (FA-2 Class A)	SY	9,141	9,141	\$ 0.66	\$ 6,033.06	\$ 6,033.06
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	2,650	2,527	\$ 2.79	\$ 7,393.50	\$ 7,050.33
4	Seal Coat Test Strip	EA	2	0	\$ 200.00	\$ 400.00	\$ -
5	Linear Markings 4" Width Latex Broken Yellow	LF	1,000	1,450	\$ 0.32	\$ 320.00	\$ 464.00
6	Traffic Control	LS	1	1	\$ 500.00	\$ 500.00	\$ 500.00
						Total Bid Alternate C: \$	15,446.56 \$
						Total Base Bid + Bid Alternate C:	257,432.90 \$

Original Contract Amount:	\$ 257,432.90
Final Compensating Change Order No. 1:	\$ 9,709.60
Current Contract Amount:	\$ 267,142.50

Contract Work Completed to Date:	\$ 267,142.50
Retainage (0%):	\$ -
Previous Payments:	\$ 229,394.97
Amount Due This FINAL Payment #2:	\$ 37,747.53

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2013-09B
SEAL COAT

March 24, 2014

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 Pearson Brothers. The work consisted of Sealcoating.

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	\$257,432.90
CHANGE ORDERS (Addition)	\$9,709.60
FINAL CONTRACT AMOUNT	\$267,142.50
FINAL VALUE OF WORK	\$267,142.50
PREVIOUS PAYMENTS	\$229,394.97
BALANCE DUE	\$37,747.53

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF PEARSON BROTHERS AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$37,747.53

2013 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2013-09B – SEAL COAT

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated June 24, 2013, Pearson Brothers, satisfactorily completed improvements and appurtenances for the 2013 Pavement Management Program, City Project No. 2013-09B – Seal Coat.

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

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

Adopted by the City Council of Inver Grove Heights this 24th day of March 2014.

AYES:

NAYS:

Rosemary Piekarski-Krech, Acting Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2013-09C – Mill and Overlay

Meeting Date: March 24, 2014
 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
ST
SB

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2013-09C – Mill and Overlay.

SUMMARY

The improvements were ordered as part of the 2013 Pavement Management Program. The contract was awarded in the amount of \$226,050.00 to McNamara Contracting, Inc. on August 26, 2013 for City Project No. 2013-09C – Mill and Overlay.

The price of the contract came in under the original contract amount; therefore, Final Compensating Change Order No. 1 reconciles the difference for a deduction of (\$55,896.64) in the final contract amount.

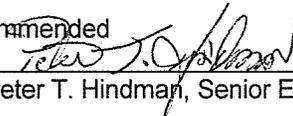
The contractor has completed the work through December 31, 2013 in accordance with the contract plans and specifications.

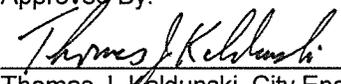
I recommend approval of Final Compensating Change Order No. 1 in the reduced amount of (\$55,896.64) which results in a final contract amount of \$170,153.36, Final Pay Voucher No. 2 in the amount of \$8,507.67, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2013-09C – Mill and Overlay.

TJK/kf

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

FINAL COMPENSATING CHANGE ORDER NO. 1
2013 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2013-09C – MILL AND OVERLAY

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: McNamara Contracting, Inc. 16700 Chippendale Avenue Rosemount, MN 55068</p>	<p>Date of Issuance: March 11, 2014</p> <p>Engineer: City Engineer</p>
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>Price of contract came in under the original contract amount. Final Compensating Change Order No. 1 reconciles the difference.</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$226,050.00	Original Contract Time:
Previous Change Orders	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$226,050.00	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order (\$55,896.64)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$170,153.36	Contract Time with Approved Change
Recommended By:  Peter T. Hindman, Senior Engineering Technician	Approved By: _____

Approved By:

 Thomas J. Kaldunski, City Engineer

Approved By: _____
 George Tourville, Mayor
 Rosemary Piekarski-Krech, Acting Mayor

Date:
 March 24, 2014

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 2 (Two) FINAL
DATE: March 11, 2014
PERIOD ENDING: December 31, 2013
CONTRACT: 2013 Pavement Management Program
PROJECT NO: 2013-09C - Mill and Overlay

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

Original Contract Amount \$226,050.00
Total Deduction (Final Compensating Change Order No. 1).....(\$55,896.64)
Total Contract Amount.....\$170,153.36
Total Value of Work to Date.....\$170,153.36
Less Retained (0%)\$0.00
Less Previous Payment.....\$161,645.69
Total Approved for Payment this Voucher.....\$8,507.67
Total Payments including this Voucher\$170,153.36

Approvals:

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

Signed by: [Signature] March 11, 2014
Thomas J. Kaldunski, City Engineer

Signed by: _____ Date
McNamara Contracting, Inc.

Signed by: _____ March 24, 2014
George Tourville, Mayor-
Rosemary Piekarski-Krech, Acting Mayor

**2013 PAVEMENT MANAGEMENT PROGRAM
2013-09C MILL AND OVERLAY
PAY ESTIMATE 1**

BASE BID AND ALTERNATE A: EDGE MILL AND OVERLAY

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	CONTRACT AMOUNT	AMOUNT TO DATE
1	2021.501	Mobilization	LS	1	1	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
2	2104.501	Remove Curb & Gutter	LF	880	900	\$ 8.00	\$ 7,040.00	\$ 7,200.00
3	2104.505	Remove Bituminous Driveway Pavement	SY	75	71.64	\$ 15.00	\$ 1,125.00	\$ 1,074.60
4	2104.505	Remove Concrete Driveway Pavement	SY	25	0	\$ 24.00	\$ 600.00	\$ -
5	2104.505	Remove Concrete Sidewalk	SY	14	12.78	\$ 15.00	\$ 210.00	\$ 191.70
6	2105.526	Select Topsoil Borrow (LV)	CY	55	24	\$ 40.00	\$ 2,200.00	\$ 960.00
7	2105.601	Subgrade Correction (CV)	CY	160	10	\$ 69.00	\$ 11,040.00	\$ 690.00
8	2123.601	Street Sweeper with Pickup Broom	HR	15	3	\$ 80.00	\$ 1,200.00	\$ 240.00
9	2232.501	Mill Bituminous Surface (2" Edge Mill)	SY	4760	4206.11	\$ 1.00	\$ 4,760.00	\$ 4,206.11
10	2357.502	Bituminous Material for Tack Coat	GAL	730	375	\$ 2.00	\$ 1,460.00	\$ 750.00
11	2360.501	Type SP Wearing Course Mixture (3,B)	TON	1100	1001.01	\$ 41.00	\$ 45,100.00	\$ 41,041.41
12	2360.602	Crack Patching along Curb	LF	930	848	\$ 4.00	\$ 3,720.00	\$ 3,392.00
13	2360.602	Mill and Patch Transverse Cracks	LF	1200	588	\$ 3.00	\$ 3,600.00	\$ 1,764.00
14	2360.604	Bituminous Driveway Pavement (2.5" Min)	SY	75	71.64	\$ 40.00	\$ 3,000.00	\$ 2,865.60
15	2360.604	Miscellaneous Patching	SY	1800	971.56	\$ 35.00	\$ 63,000.00	\$ 34,004.60
16	2503.602	Furnish & Install External Chimney Seal	EA	10	15	\$ 150.00	\$ 1,500.00	\$ 2,250.00
17	2506.522	Adjust Frame & Ring Casting (New Rings)	EA	26	26	\$ 600.00	\$ 15,600.00	\$ 15,600.00
18	2506.601	Adjust Gate Valve	EA	5	10	\$ 400.00	\$ 2,000.00	\$ 4,000.00
19	2506.602	Install New Casting (Storm)	EA	1	1	\$ 850.00	\$ 850.00	\$ 850.00
20	2521.501	4" Concrete Sidewalk	SF	75	75	\$ 5.00	\$ 375.00	\$ 375.00
21	2531.501	Concrete Curb & Gutter Design D-412 Modified (Hand Pour)	LF	880	900	\$ 14.00	\$ 12,320.00	\$ 12,600.00
22	2531.507	6" Concrete Driveway Pavement	SY	25	0	\$ 60.00	\$ 1,500.00	\$ -
23	2531.602	Pedestrian Curb Ramp with Truncated Domes	EA	2	2	\$ 1,250.00	\$ 2,500.00	\$ 2,500.00
24	2563.602	Traffic Control	LS	1	1	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
25	2573.602	Catchment Umbrella	EA	10	9	\$ 10.00	\$ 100.00	\$ 90.00
26	2575.505	Terraseeding	SY	300	145.66	\$ 9.00	\$ 2,700.00	\$ 1,310.94
27	SPECIAL	Irrigation Allowance	LS	1	0	\$ 3,000.00	\$ 3,000.00	\$ -
28	SPECIAL	Water Usage Allowance	LS	1	0	\$ 400.00	\$ 400.00	\$ -
TOTAL:							\$ 212,400.00	\$ 159,455.96

ALTERNATE B: RAIN GARDENS

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	CONTRACT AMOUNT	AMOUNT TO DATE
1	2571.618	Rain Garden Preparation, Sand and Compost Bedding	SF	500	399	\$ 5.25	\$ 2,625.00	\$ 2,094.75
2	2571.618	Rain Garden Preparation, Existing Soil and Compost Bedding	SF	500	399	\$ 5.25	\$ 2,625.00	\$ 2,094.75
3	2571.618	Rain Garden Retaining Wall, Modular Block	SF	40	34.24	\$ 105.00	\$ 4,200.00	\$ 3,595.20
4	2571.618	Rain Garden Retaining Wall, Boulder	SF	40	27.74	\$ 105.00	\$ 4,200.00	\$ 2,912.70
TOTAL:							\$ 13,650.00	\$ 10,697.40

	CONTRACT	AMOUNT TO DATE
BASE BID AND ALTERNATE A:	\$ 212,400.00	\$ 159,455.96
ALTERNATE B:	\$ 13,650.00	\$ 10,697.40
TOTAL:	\$ 226,050.00	\$ 170,153.36
CHANGE ORDER:		
CURRENT CONTRACT AMOUNT:	\$ 226,050.00	
TOTAL AMOUNT TO DATE:		\$ 170,153.36
5% RETAINAGE:		\$ -
PREVIOUS PAYMENTS:		\$ 161,645.69
PAYMENT 2 FINAL TOTAL:		\$ 8,507.67

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2013-09C
MILL AND OVERLAY

March 24, 2014

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 McNamara Contracting, Inc. The work consisted of Mill and Overlay.

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	\$226,050.00
CHANGE ORDERS (DEDUCT)	(\$55,896.64)
FINAL CONTRACT AMOUNT	\$170,153.36
FINAL VALUE OF WORK	\$170,153.36
PREVIOUS PAYMENTS	\$161,645.69
BALANCE DUE	\$8,507.67

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF MCNAMARA CONTRACTING, INC. AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$8,507.67**

**2013 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2013-09C – MILL AND OVERLAY**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated August 26, 2013, McNamara Contracting, Inc., satisfactorily completed improvements and appurtenances for the 2013 Pavement Management Program, City Project No. 2013-09C – Mill and Overlay.

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

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

Adopted by the City Council of Inver Grove Heights this 24th day of March, 2014.

AYES:
NAYS:

Rosemary Piekarski-Krech, Acting Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2014 Pavement Management Program, City Project No. 2014-09B – Sealcoating

Meeting Date: March 24, 2014
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:
 None
 Amount included in current budget
 Budget amendment requested
 FTE included in current complement
 New FTE requested – N/A
 Other: Pavement Management Fund, Concord Hills Seal Coat Escrow

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2014 Pavement Management Program, City Project No. 2014-09B – Sealcoating.

SUMMARY

City Project No. 2014-09B was advertised with bids received and publicly read aloud at 10:00 a.m. on March 11, 2014. One contractor submitted a bid. The sealcoat area map is attached. The map shows the base bid areas (1, 2, 3, 4, and 5) plus alternate bids areas (A, B, C, D, E, and F). The following table summarizes the base bid and alternates:

BIDDER	5% Bid Bond	BASE BID	BID ALTERNATE A	BID ALTERNATE B	BID ALTERNATE C	BID ALTERNATE D	BID ALTERNATE E	BID ALTERNATE F	TOTAL BID
Pearson Bros., Inc.	Yes	\$118,667.05	\$27,920.00	\$43,142.59	\$7,517.86	\$80,823.07	\$31,441.18	\$57,431.47	\$366,943.22

The 2014 PMP budget has \$400,000 available for sealcoating and cracksealing. The City would like to award the Base Bid and Alternates A, B, C, E, and F to Pearson Bros., Inc..

The bid received was intended to allow the City options to sealcoat the areas shown on the attached map. The total base bid (areas 1, 2, 3, 4, and 5) came in at \$118,667.05. The City has reviewed the areas to be sealcoated and it is recommended to also include Alternate Bids A, B, C, E, and F in City Project No. 2014-09B at a cost of \$167,453.10 bringing the total award of contract to \$286,120.15.

Pearson Brothers, Inc. has performed the last three years of sealcoating for the City. Their experience and knowledge of the City program, combined with comparable bid prices to previous years, indicates a responsible bid was submitted. Engineering staff is comfortable with awarding the project despite the lack of additional bids.

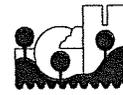
The funding sources for the project are as follows:

Pavement Management Fund 440	\$272,120.15
Concord Hills Seal Coat Escrow (702.229.2285600)	\$14,000.00

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2014-09B – Sealcoating to Pearson Bros., Inc. in the amount of \$286,120.15 for the base bid plus Alternates A, B, C, E, and F. It is anticipated that area D will be a candidate for the 2015 sealcoat project.

TJK/kf

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



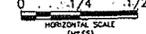
City of Inver Grove Heights

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

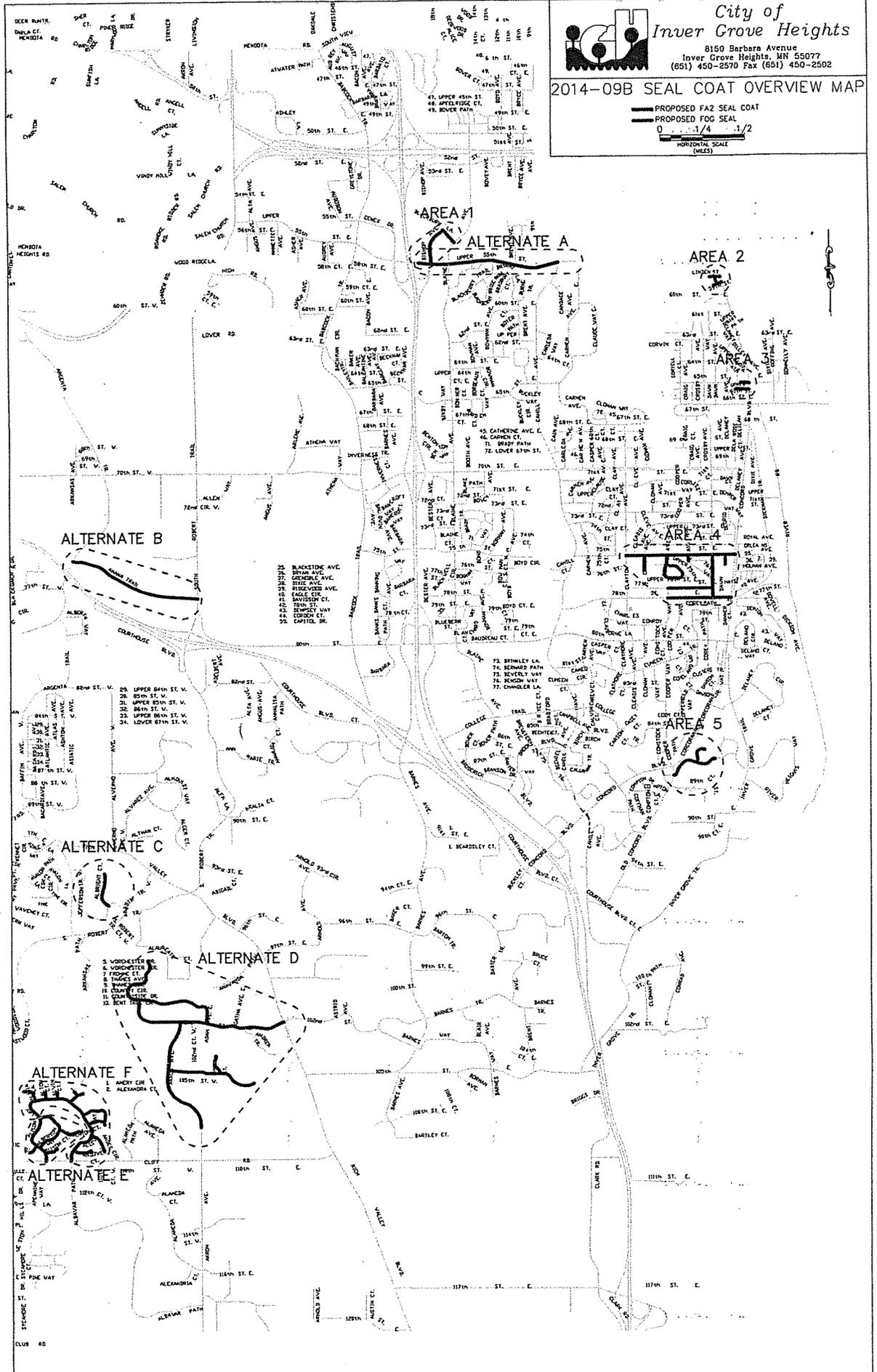
2014-09B SEAL COAT OVERVIEW MAP

— PROPOSED FA2 SEAL COAT

— PROPOSED FOG SEAL



HORIZONTAL SCALE (FEET)



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

Minutes of Bid Opening on Tuesday, March 11, 2014 at 10:00 a.m.

CITY PROJECT NO. 2014-09B
SEALCOAT PROGRAM

Pursuant to an advertisement for bids for City Project No. 2014-09B - Sealcoat Program, an administrative meeting was held on March 11, 2014 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Thomas J. Kaldunski, City Engineer
Kathleen J. Fischer, Public Works Support Specialist

Bids were opened and read aloud as follows:

BIDDER	5% Bid Bond	BASE BID	BID ALTERNATE A	BID ALTERNATE B	BID ALTERNATE C	BID ALTERNATE D	BID ALTERNATE E	BID ALTERNATE F	TOTAL BID
Pearson Bros., Inc.	Yes	\$118,667.05	\$27,920.00	\$43,142.59	\$7,517.86	\$80,823.07	\$31,441.18	\$57,431.47	\$366,943.22

Submitted by:


Kathleen J. Fischer, Public Works Support Specialist

CITY PROJECT NO. 2014-09B - BID TABULATION

Item No.	Base Bid Schedule A (Area 1)	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	8	\$ 200.00	\$ 1,600.00	\$ 100.00	\$ 800.00
2	Seal Coat Aggregate (FA-2 Class A)	SY	10,789	\$ 0.95	\$ 10,249.55	\$ 0.67	\$ 7,228.63
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	3,668	\$ 2.90	\$ 10,637.20	\$ 2.79	\$ 10,233.72
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
5	Pavement Message (Left Arrow) Latex	EA	7	\$ 80.00	\$ 560.00	\$ 100.00	\$ 700.00
6	Pavement Message (Right Arrow) Latex	EA	2	\$ 80.00	\$ 160.00	\$ 100.00	\$ 200.00
7	Pavement Message (Thru Arrow) Latex	EA	4	\$ 80.00	\$ 320.00	\$ 100.00	\$ 400.00
8	Linear Markings 4" Width Latex Solid White	LF	620	\$ 0.20	\$ 124.00	\$ 1.00	\$ 620.00
9	Linear Markings 4" Width Latex Double Yellow	LF	350	\$ 0.40	\$ 140.00	\$ 1.75	\$ 612.50
10	Linear Markings 4" Width Latex Broken White	LF	440	\$ 0.45	\$ 198.00	\$ 1.35	\$ 594.00
11	Linear Markings 18" Width Latex Solid White	LF	66	\$ 3.50	\$ 231.00	\$ 4.00	\$ 264.00
12	Crosswalk Marking Paint White Latex	SF	414	\$ 3.50	\$ 1,449.00	\$ 3.00	\$ 1,242.00
13	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
				Schedule A Subtotal:		Total: \$ 24,394.85	

Item No.	Base Bid Schedule B (Area 2)	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	2	\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00
2	Seal Coating (FA-2 Class A)	SY	2,411	\$ 0.95	\$ 2,290.45	\$ 0.67	\$ 1,615.37
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	723	\$ 2.90	\$ 2,096.70	\$ 2.79	\$ 2,017.17
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
5	Linear Markings 12" Width Latex Solid White	LF	210	\$ 3.00	\$ 630.00	\$ 4.00	\$ 840.00
6	Traffic Control	LS	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
				Schedule B Subtotal:		Subtotal: \$ 6,172.54	

Item No.	Base Bid Schedule C (Area 3)	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	2	\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00
2	Seal Coating (FA-2 Class A)	SY	1,559	\$ 0.95	\$ 1,481.05	\$ 0.67	\$ 1,044.53
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	468	\$ 2.90	\$ 1,357.20	\$ 2.79	\$ 1,305.72
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
5	Pavement Message (Left Arrow) Latex	EA	1	\$ 80.00	\$ 80.00	\$ 100.00	\$ 100.00
6	Pavement Message (Right Arrow) Latex	EA	1	\$ 80.00	\$ 80.00	\$ 100.00	\$ 100.00
7	Linear Markings 4" Width Latex Solid White	LF	75	\$ 0.20	\$ 15.00	\$ 1.00	\$ 75.00
8	Linear Markings 4" Width Latex Double Yellow	LF	200	\$ 0.40	\$ 80.00	\$ 1.75	\$ 350.00
9	Linear Markings 12" Width Latex Solid White	LF	185	\$ 3.00	\$ 555.00	\$ 4.00	\$ 740.00
10	Traffic Control	LS	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
				Schedule C Subtotal:		Subtotal: \$ 5,415.25	

Item No.	Base Bid Schedule D (Area 4)	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	30	\$ 200.00	\$ 6,000.00	\$ 100.00	\$ 3,000.00
2	Seal Coating (FA-2 Class A)	SY	42,718	\$ 0.95	\$ 40,582.10	\$ 0.67	\$ 28,621.06
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	12,817	\$ 2.90	\$ 37,169.30	\$ 2.79	\$ 35,759.43
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
5	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
				Schedule D Subtotal:		Subtotal: \$ 68,880.49	

Item No.	Base Bid Schedule E (Area 5)	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	6	\$ 200.00	\$ 1,200.00	\$ 100.00	\$ 600.00
2	Seal Coating (FA-2 Class A)	SY	7,766	\$ 0.95	\$ 7,377.70	\$ 0.67	\$ 5,203.22
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	2,330	\$ 2.90	\$ 6,757.00	\$ 2.79	\$ 6,500.70
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
5	Traffic Control	LS	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
				Schedule E Subtotal:		Subtotal: \$ 13,803.92	

Base Bid Total: \$ 141,720.25 Total Base Bid: \$ 118,667.05

Item No.	Bid Alternate A	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	20	\$ 200.00	\$ 4,000.00	\$ 100.00	\$ 2,000.00
3	Bituminous Material for Fog Seal (CRS-2Pd)	GAL	3,670	\$ 3.20	\$ 11,744.00	\$ 5.00	\$ 18,350.00
5	Pavement Message (Left Arrow) Latex	EA	15	\$ 80.00	\$ 1,200.00	\$ 100.00	\$ 1,500.00
6	Pavement Message (Right Arrow) Latex	EA	10	\$ 80.00	\$ 800.00	\$ 100.00	\$ 1,000.00
7	Pavement Message (Stop) Latex	EA	2	\$ 110.00	\$ 220.00	\$ 100.00	\$ 200.00
8	Pavement Message (Ahead) Latex	EA	2	\$ 110.00	\$ 220.00	\$ 125.00	\$ 250.00
9	Linear Markings 4" Width Latex Solid White	LF	2,600	\$ 0.20	\$ 520.00	\$ 0.30	\$ 780.00
10	Linear Markings 4" Width Latex Double Yellow	LF	2,600	\$ 0.40	\$ 1,040.00	\$ 0.60	\$ 1,560.00
11	Crosswalk Marking Paint White Latex	SF	320	\$ 3.50	\$ 1,120.00	\$ 4.00	\$ 1,280.00
12	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
				Bid Alternate A Total:		Subtotal: \$ 27,920.00	

Item No.	Bid Alternate B	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	10	\$ 200.00	\$ 2,000.00	\$ 100.00	\$ 1,000.00
2	Seal Coating (FA-2 Class A)	SY	20,395	\$ 0.95	\$ 19,375.25	\$ 0.67	\$ 13,664.65
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	6,526	\$ 2.90	\$ 18,925.40	\$ 2.79	\$ 18,207.54
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
5	Pavement Message (Left Arrow) Latex	EA	7	\$ 80.00	\$ 560.00	\$ 100.00	\$ 700.00
6	Pavement Message (Right Arrow) Latex	EA	11	\$ 80.00	\$ 880.00	\$ 100.00	\$ 1,100.00
7	Pavement Message (Only) Latex	EA	2	\$ 80.00	\$ 160.00	\$ 100.00	\$ 200.00
8	Linear Markings 4" Width Latex Solid White	LF	5,304	\$ 0.20	\$ 1,060.80	\$ 0.25	\$ 1,326.00
9	Linear Markings 4" Width Latex Double Yellow	LF	1,896	\$ 0.40	\$ 758.40	\$ 0.65	\$ 1,232.40
10	Linear Markings 12" Width Latex Solid White	LF	323	\$ 3.00	\$ 969.00	\$ 4.00	\$ 1,292.00
11	Linear Markings 24" Width Latex Solid White	LF	106	\$ 4.00	\$ 424.00	\$ 4.00	\$ 424.00
12	Crosswalk Marking Paint White Latex	SF	624	\$ 3.50	\$ 2,184.00	\$ 4.00	\$ 2,496.00
13	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
				Bid Alternate B Total:		\$ 49,296.85	Total: \$ 43,142.59

Item No.	Bid Alternate C	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	2	\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00
2	Seal Coating (FA-2 Class A)	SY	4,151	\$ 0.95	\$ 3,943.45	\$ 0.67	\$ 2,781.17
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	1,411	\$ 2.90	\$ 4,091.90	\$ 2.79	\$ 3,936.69
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
				Bid Alternate C Total:		\$ 9,935.35	Total: \$ 7,517.86

Item No.	Bid Alternate D	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	30	\$ 200.00	\$ 6,000.00	\$ 100.00	\$ 3,000.00
2	Seal Coating (FA-2 Class A)	SY	47,707	\$ 0.95	\$ 45,321.65	\$ 0.67	\$ 31,963.69
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	16,222	\$ 2.90	\$ 47,043.80	\$ 2.79	\$ 45,259.38
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
				Bid Alternate D Total:		\$ 99,865.45	Total: \$ 80,823.07

Item No.	Bid Alternate E	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	10	\$ 200.00	\$ 2,000.00	\$ 100.00	\$ 1,000.00
2	Seal Coating (FA-2 Class A)	SY	18,438	\$ 0.95	\$ 17,516.10	\$ 0.67	\$ 12,353.46
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	6,268	\$ 2.90	\$ 18,177.20	\$ 2.79	\$ 17,487.72
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
				Bid Alternate E Total:		\$ 39,193.30	Total: \$ 31,441.18

Item No.	Bid Alternate F	Unit	Est. Qty	Engineer's Estimate		Pearson Brothers	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	20	\$ 200.00	\$ 4,000.00	\$ 100.00	\$ 2,000.00
2	Seal Coating (FA-2 Class A)	SY	33,875	\$ 0.95	\$ 32,181.25	\$ 0.67	\$ 22,696.25
3	Bituminous Material for Seal Coat	GAL	11,518	\$ 2.90	\$ 33,402.20	\$ 2.79	\$ 32,135.22
4	Seal Coat Test Strip	EA	1	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
				Bid Alternate F Total:		\$ 72,083.45	Total: \$ 57,431.47

Total Base Bid with Alternates A through D: \$ 434,958.65 \$ 366,943.22

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

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2014 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2014-09B – SEALCOATING TO PEARSON BROS., INC., IN THE AMOUNT OF \$286,120.15 (BASE BID AND ALTERNATES A, B, C, E, AND F)

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2014 Pavement Management Program, City Project 2014-09B, Sealcoating, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

BIDDER	5% Bid Bond	BASE BID	BID ALTERNATE A	BID ALTERNATE B	BID ALTERNATE C	BID ALTERNATE D	BID ALTERNATE E	BID ALTERNATE F	TOTAL BID
Pearson Bros., Inc.	Yes	\$118,667.05	\$27,920.00	\$43,142.59	\$7,517.86	\$80,823.07	\$31,441.18	\$57,431.47	\$366,943.22

WHEREAS, Pearson Bros., Inc., is the lowest responsible bidder for the Base Bid plus Alternates A, B, C, E, and F.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pearson Bros., Inc., in the name of the City of Inver Grove Heights, for City Project 2014-09B, 2014 Sealcoating Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project funding for the Base Bid plus Alternates A, B, C, E, and F shall be provided by Fund 440 - Pavement Management Capital Project Fund, in the amount of \$272,120.15, and the Concord Hills Seal Coat Escrow, in the amount of \$14,000.00, for a total contract price of \$286,120.15.

Adopted by the City Council of Inver Grove Heights this 24th day of March 2014.

AYES:
NAYS:

Rosemary Piekarski-Krech, Acting Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving and Accepting Proposal from Barr Engineering Company for Mapping Hydrologic and Hydraulic Drainage Studies

Meeting Date: March 24, 2014
 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

SM

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving and accepting proposal from Barr Engineering Company (Barr) for updating the mapping of hydrologic and hydraulic drainage studies.

SUMMARY

The City requested a proposal from Barr, one of our pool of consulting engineering firms, to update the map of hydrologic and hydraulic drainage studies. The map is part of the City's Water Resources Management Plan (WRMP). Barr Engineering was selected because of their familiarity with the City's 2008 WRMP and additional studies they have done.

As development proposals have come in since 2008, the City has been utilizing Barr to conduct special drainage studies from time to time. New data submitted by developers were used to provide the most accurate hydrologic and hydraulic studies to ensure the storm water facilities being constructed provided safe and efficient systems. Barr has done over 20 studies since 2008. This proposal will map the location of these special studies to assist the Engineering Division in future development reviews.

I recommend that the City Council approve the resolution receiving and accepting the proposal from Barr in the amount of \$12,500. The work will be funded from the approved 2014 Engineering Division Budget (101.43.5100.442.30300).

TJK/kf
 Attachments: Proposal from Barr Engineering Company
 Resolution



March 18, 2014

Mr. Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights

Re: Proposal to Map Hydrologic and Hydraulic Drainage Studies

Dear Mr. Kaldunski:

Thank you for your request for a proposal regarding the mapping of hydrologic and hydraulic studies completed by Barr for the city as part of development reviews and feasibility studies. We understand that the purpose of the mapping is to provide an easy way for city staff to determine the location of studies not included in the 2008 WRMP and the watersheds that were included in the studies.

The WRMP includes results of studies completed through at least 2005. We reviewed the list of projects completed by Barr for the City and have found that there were 24 reviews or studies completed between 2006 and 2013. We propose to create two shapefiles as part of this mapping project. The first shapefile will show the parcels that were the focus of the review or feasibility study, and the second shapefile will show the watersheds that were modified for the hydrologic or hydraulic study. The following is a summary of the attribute information that will be included in each of the shapefiles:

- Parcel shapefile attributes will include: name of the review/study, address of the parcel (to be provided by the city), year the review/study was completed, BMPs evaluated, modeling program used, and the established high water mark (if different than given in the WRMP)
- Watershed shapefile attributes will include: name of review/study, year the review/study was completed, and the type of model that was used (XP-SWMM, HydroCAD, BWM, etc.).

To ensure that the final deliverables can be easily incorporated into the city's GIS database, we propose discussing this mapping effort with city GIS staff at the onset of the project. Our work scope includes an in-person kick-off meeting at the city offices with city GIS staff, and other city staff as needed. The purpose of the meeting is to discuss the attributes listed above, and to determine if there is any way to streamline this effort (i.e., utilizing a shapefile already developed by the city).

Upon completion of this mapping effort, the shapefiles will be provided to the city for their use. To maintain the database, the city may wish to consider updating the shapefiles yearly to include all studies performed within the previous year. In addition to creating the shapefiles, we will create pdf maps of the city using the 2008 SWMP watershed maps as base maps, and showing the shapefiles created for this mapping effort. The attached figure shows an excerpt of two of the study areas overlaid on the 2008 SWMP base map. These pdf maps will be provided to you in draft form for you to review, and will be updated based on your comments.

The following is a summary of the deliverables for this project:

- Parcel shapefile (electronic file)
- Watershed shapefile (electronic file)
- PDF maps of areas where watersheds were modified during the reviews or studies (electronic file)

The total cost estimate for the referenced mapping effort is \$12,500, which assumes we will create all shapefiles. If we are able to start with a parcel shapefile created by the city of the 24 study locations and populated with the address of the parcel, the cost estimate can be reduced to \$9,800. We can start work upon your notice to proceed, and will provide you with the draft pdf maps within six weeks of the project kick-off meeting.

Please contact me (email kchandler@barr.com, phone 952-832-2813) with the notice to proceed or if you have questions on this scope of services.

Sincerely,



Karen Chandler, P.E.
Senior Project Manager
Barr Engineering Company



Barr Footer: ArcGIS 10.1, 2013-10-31 15:22 File: I:\C:\ent\Inver_Grove_Highlights\Current_Data\Map\Inver_Grove_Highlights\Map\Map\Map.mxd User: ra2

- 
-  Inter-Basin Flow Direction Arrows
 -  Flow Direction Arrows
 -  LaMettry's Subwatersheds
 -  Luther Kia Subwatersheds
 -  Project Parcels
 -  Drainage Basins
 -  Watersheds
 -  Municipal Boundaries
 -  City of Inver Grove Heights
- 

Figure 2-18
 HIGHWAY 110-494 DRAINAGE BASIN
 Drainage Pattern Map
 Inver Grove Heights Surface
 Water Management Plan

Schmitt Lake
 350 700
 Feet

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION RECEIVING AND ACCEPTING PROPOSAL FROM BARR ENGINEERING COMPANY
FOR MAPPING HYDROLOGIC AND HYDRAULIC DRAINAGE STUDIES

WHEREAS, Barr Engineering has done over 20 special drainage studies for developments since completing the City's 2008 Water Resources Management Plan; and

WHEREAS, a proposal was requested, and received, for preparation of a mapping update for special hydrologic and hydraulic drainage studies; and

WHEREAS, based on the experience of the firm, the scope and the associated fee for the proposed services, it was decided that Barr Engineering, Company be selected for this task; and

WHEREAS, there are sufficient funds in the approved 2014 Engineering Division Budget for the project.

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

1. The proposal for mapping special hydrologic and hydraulic drainage studies completed by Barr Engineering is received and accepted.
2. Authorization is hereby given to execute a professional services agreement with Barr Engineering Company for such engineering services in the amount of \$12,500 for this project.
3. Funding for this work is to be from the Engineering Division Budget.

Adopted by the City Council of Inver Grove Heights this 24th day of March 2014.

AYES:
NAYS:

Rosemary Piekarski-Krech, Acting Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2013 Pavement Management Program, City Project No. 2013-09C – Mill and Overlay

Meeting Date: March 24, 2014
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott Thureen, Public Works Director

SJA

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

PURPOSE/ACTION REQUESTED

Consider a resolution calling for hearing on proposed assessments and a resolution declaring the costs to be assessed and ordering preparation of the proposed assessments for 2013 Pavement Management Program, City Project No. 2013-09C – Mill and Overlay.

SUMMARY

This project has been completed and an assessment hearing is proposed for April 28, 2014. The project included a mill and overlay on Conroy Way from Clayton Avenue to 78th Street East and Cloman Avenue from Conroy Way to 80th Street East. The original appraiser (Metzen Appraisals) has been retained to recertify the original benefit analysis.

The total amount shown to be assessed in the resolution is based on assessing 80 percent of the non-City portions of the project costs. The final project cost is \$216,758.37 and the proposed final assessments are \$156,086.60. The project cost and assessments are less than what was presented at the improvement hearing. After adjustments, the final assessments will be 72 percent of the total project cost.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessment, declaring the costs to be assessed and ordering preparation of the proposed assessments for City Project No. 2013-09C – Mill and Overlay.

TJK/kf

Attachments: Resolutions
 Project Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS

2013 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2013-09C – MILL AND OVERLAY

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, March 24, 2014, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2013-09C Pavement Management Program
 City Project No. 2013-09C – Mill and Overlay

WHEREAS, the total final project cost is \$216,758.37.

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

1. The amount to be specially assessed for City Project No. 2013-09C is hereby declared to be \$156,086.60.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 24th day of March 2014.

AYES:

NAYS:

Rosemary Piekarski-Krech, Acting Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

2013 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2013-09C – MILL AND OVERLAY

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, March 24, 2014, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2013 Pavement Management Program
City Project No. 2013-09C – Mill and Overlay

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the 28th day of April 2014, in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 24th day of March 2014.

AYES:

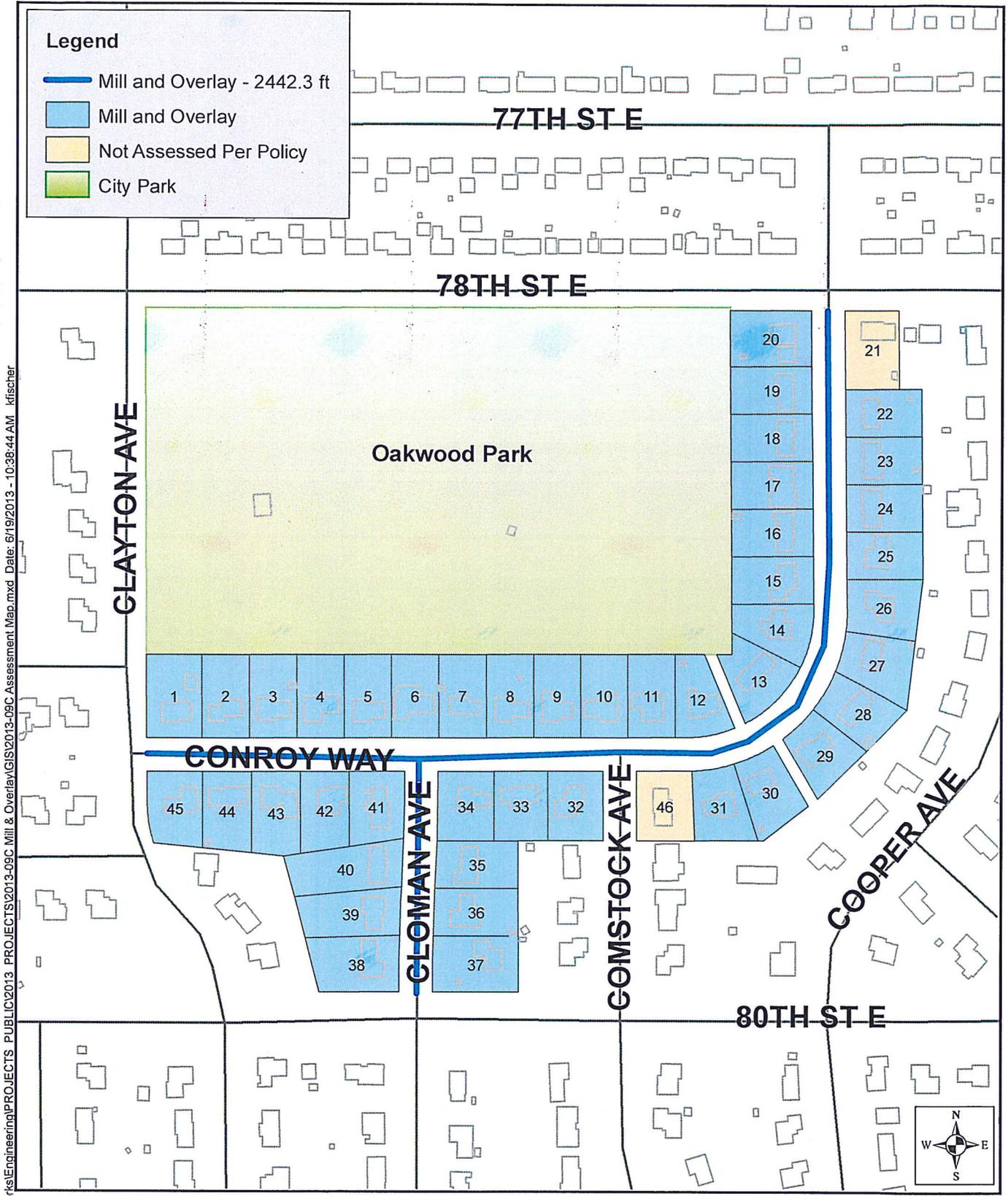
NAYS:

Rosemary Piekarski-Krech, Acting Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

EXHIBIT 1

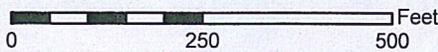


Document Path: Z:\PublicWorks\Engineering\PROJECTS PUBLIC\2013-09C Mill & Overlay\GIS\2013-09C Assessment Map.mxd Date: 6/19/2013 - 10:38:44 AM kfischer



Map produced by the City of Inver Grove Heights
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CITY PROJECT NO. 2013-09C MILL AND OVERLAY



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Addendum No. 1 to Proposal for Engineering Services from Bolton & Menk, Inc. for a Feasibility Study for City Project No. 2014-13 – Northwest Area Utility Extension - Argenta Trail Alignment

Meeting Date: March 24, 2014
Item Type: Consent
Contact: Scott D. Thureen, 651-450-2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting Addendum No. 1 to the proposal for engineering services from Bolton & Menk, Inc. for a Feasibility Study for trunk utilities to provide infrastructure improvements to pending development in the Northwest Area of the City near the Argenta Trail alignment, City Project No. 2014-13.

SUMMARY

At its March 10, 2014 regular meeting, the City Council adopted a resolution accepting a proposal from Bolton & Menk, Inc. to prepare a feasibility study for City Project No. 2014-13 – Northwest Area Utility Extension – Argenta Trail Alignment. The Council stated its desire to expedite the study and the project development process so that the easement needs for the project could be identified and negotiations, or initiation of the eminent domain process, could proceed.

The Public Works Director noted that such a level of detail is not attained in a feasibility study, and in fact, that the Bolton & Menk proposal specifically stated that it did not include provisions for estimating the cost of easements.

The City Administrator recommended that, prior to considering further expansion of the trunk utility system in the Northwest Area (NWA), the City have Ehlers and Associates update the financial model for the NWA so that the Council would have current data as it considers whether or not to proceed with the project.

The Public Works Director suggested that the Council approve the resolution as presented and that staff would request a proposal from Bolton & Menk to add the development of estimated easement costs to the feasibility study. The amendment would be brought before the Council at its March 24 meeting for consideration. It was estimated that a feasibility study that included the additional work to estimate easement costs could be presented to the Council at its April 14, 2014 meeting.

The following procedure is recommended to provide all the information the Council will need to make an informed decision concerning additional trunk utility extension in the NWA.

1. Approve Addendum No. 1 to the proposal for the feasibility study for City Project No. 2014-13. The study will develop a recommended route and depth for the trunk utilities, as well as estimated easement needs and an estimate of the project cost.

2. The cost estimate developed in the feasibility study will then be used by Ehlers and Associates as they update the financial model for the utility extension in the NWA. This model update will include revised land use assumptions based on current market projections for housing types. The results of this study will provide the Council with a forecast of the financial implications of an extension of the trunk utilities system.
3. If the Council desires to expedite a utility extension project, it could authorize staff to negotiate a proposal with an engineering consulting firm for the completion of preliminary and final engineering for the project. The process would result in a detailed design of the utility alignment recommended in the feasibility study. One of the deliverables would be detailed permanent and temporary easement requirements. This deliverable would be completed in the preliminary engineering process.
4. The aforementioned easement information would be used to prepare offers for negotiations with property owners, and if necessary, to initiate the eminent domain process if the Council desires.
5. The engineering consultant would continue to final design and preparation of construction plans and specifications.
6. The Council would be asked to schedule a public hearing to consider ordering the project prior to advertisement for bids and considering award of a construction contract.

A proposed schedule for the aforementioned steps will be provided at the April 14, 2014 Council meeting as part of the discussion of the feasibility study results and recommendations.

I recommend adoption of the resolution accepting Addendum No. 1 to the proposal from Bolton & Menk, Inc. in the amount of \$6,800 for the feasibility study for City Project No. 2014-13. The work will be funded using NWA Utility Connection fees.

SDT/kf

Attachments: Resolution
Proposal

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING ADDENDUM NO. 1 TO THE PROPOSAL FOR ENGINEERING SERVICES
FROM BOLTON & MENK, INC. FOR THE CITY PROJECT NO. 2014-13 - NORTHWEST AREA (NWA)
UTILITY EXTENSION, ARGENTA TRAIL ALIGNMENT

RESOLUTION NO. _____

WHEREAS, the City is receiving development interest in a portion of the Northwest Area that is not currently served by trunk utilities; and

WHEREAS, the City Council approved a proposal from Bolton & Menk, Inc. for engineering services to include a feasibility study for trunk utility improvement to serve the Northwest Area near 70th Street and Argenta Trail on March 10, 2014; and

WHEREAS, it was desired to revise the scope of the feasibility study to include an estimate of easement needs and costs; and

WHEREAS, the City requested and received Addendum No. 1 to the original proposal from Bolton & Menk, Inc. for the additional work in the feasibility study.

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

1. Addendum No. 1 to the proposal for engineering services from Bolton & Menk,, Inc. for a feasibility study for City Project 2014-13 – Northwest Area Utility Extension, Argenta Trail Alignment is accepted.
2. Staff is authorized to execute Addendum No. 1 to the proposal for the feasibility study from Bolton & Menk, Inc. in the amount of \$6,800.
3. Funding is provided by Northwest Area Utility Connection Fees.
4. The report to be completed with all convenient speed, advising the Council, in a preliminary way, as to whether the proposed improvements are necessary, cost effective, and feasible and as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvements as recommended.

Adopted by the City Council of Inver Grove Heights, Minnesota this 24th day of March 2014.

AYES:

NAYS:

Rosemary Piekarski-Krech, Acting Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk



BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337
Phone (952) 890-0509 • Fax (952) 890-8065
www.bolton-menk.com

March 19, 2014

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

Re: Proposal for Professional Engineering Services
Addendum No. 1
Feasibility Study for Deanovic Development Infrastructure Improvements
City of Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Thank you for the opportunity to submit this proposal to complete a feasibility study for infrastructure improvements associated with the future Deanovic Development in the City of Inver Grove Heights. This proposal is based on our March 11th meeting.

LAND ACQUISITION

It is our understanding that the City is interested in understanding what the potential costs may be acquire easements for the proposed trunk utility (sanitary sewer and watermain) alignments once they are defined as a part of the preliminary engineering report. Bolton & Menk would work with Evergreen Land Services to determine the market value for easement acquisition on a price per square foot basis. We would then evaluate the depth and location of the trunk utilities to determine the required easement areas to be able to maintain and/or replace the utilities. We will evaluate the alignments as if they will require easement acquisition in all areas that are not currently public rights-of-way. In addition, we will provide another cost scenario with the assumption that portions of the utilities will fall in future rights-of-way as a part of development dedications. These costs will be presented as a part of the cost estimate.

PROJECT SCHEDULE

The City of Inver Grove Heights has requested the Deanovic Development Feasibility Report be submitted, including easement acquisition costs, by April 7th.

PROPOSED FEES (In Addition to the Original \$15,700)

In accordance with the City of Inver Grove Heights' project requirements, Bolton & Menk proposes to complete the scope of work as described above for a not-to-exceed fixed fee of \$6,800.



Mr. Kaldunski
March 18, 2014
Page 2

Please be assured that we are committed to completing this study within the proposed schedule and cost and in accordance with all of your requirements and expectations.

Thank you, again, for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Inver Grove Heights and the Northwest Area. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

Sincerely,

BOLTON & MENK, INC.

A handwritten signature in black ink, appearing to read "Brian Hilgardner".

Brian Hilgardner, P.E.
Senior Project Manager/
Principal Engineer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Monitoring Well Agreement with the MPCA for Rich Valley Park

Meeting Date: March 24, 2014
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Tom Link
 Scott Thureen
 Mark Borgwardt

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

PURPOSE/ACTION REQUESTED

Consider approval of the installation of monitoring well for the MPCA. The MPCA will use the monitoring well for their Ambient Groundwater Quality Monitoring program.

SUMMARY

The Minnesota Pollution Control Agency (MPCA) has an ambient monitoring program that provides data about the general quality of Minnesota’s groundwater. Attached is an information sheet from the MPCA that outlines the programs benefits.

The proposed well location is in Rich Valley Park and would be in the northeast corner of the park behind the baseball field in an open space among several pine trees. The current land use within 500 meters of the well location is approximately 70% residential Subsurface Sewage Treatment Systems (SSTS), 25% park area and 5% undeveloped land.

City staff and the City Attorney’s office have reviewed the proposed location, program and contract and recommend approval.

MPCA PROPERTY ACCESS AGREEMENT WITH

(Property Owner)

1. Purpose of Agreement. As part of its duties under state law, the Minnesota Pollution Control Agency (MPCA) maintains a network of groundwater monitoring wells to monitor the quality of the groundwater in Minnesota. Information on the groundwater monitoring network is available at <http://www.pca.state.mn.us/index.php/water/water-types-and-programs/groundwater/groundwater-monitoring-and-assessment/index.html>. The MPCA is seeking to install additional wells to add to its network in [Insert Location Description Here]. The [Insert Property Owner Name] owns property in the targeted area that the MPCA has determined would be suitable for the installation of groundwater monitoring wells that would be part of the MPCA's groundwater monitoring network.

2. Parties. This agreement is between the MPCA and the [Insert Property Owner Name] (the "Property Owner") where the MPCA would like to install monitoring wells.

3. Authority. The MPCA is authorized to enter any property, public and private, for the purpose of conducting surveys under Minn. Stat. § 115.04, subd. 3. The Property Owner has the duty to cooperate with the MPCA under Minn. Stat. § 115.06.

4. Consent to access. The Property Owner hereby authorizes the MPCA, its employees and agents, to enter the Properties shown on attachment 1 (maps of well locations) for the purpose of:

- 1) installing a single groundwater monitoring well and/or protective posts at each location shown on attachment 1; and
- 2) collecting groundwater samples from the monitoring wells on an annual basis until this Agreement is terminated.

5. Pre-installation meeting. The MPCA or its designated representative will meet with the designated Property Owner's designated contact person at least two weeks before the installation. At this time, the MPCA or its designated representative will provide the Property Owner with the name of the MPCA's contractor, and the Property Owner will provide the MPCA with information concerning any hours or operation restrictions or other policies that might be applicable. The MPCA or its designated representative will ensure that its contractor is aware of and complies with Property Owner ordinances on noise and hours of operation. At the meeting, the MPCA or its designated representative and the Property Owner will identify a specific mutually agreeable location *within* each designated property on attachment 1 for the monitoring well.

6. Contacts. The MPCA's project manager and contact is Sharon Kroening (phone: 651-757-2507, email: sharon.kroening@state.mn.us). The contact person for the Property Owner shall be the [Insert Title Here] or his designee, currently [insert number and number and email].

7. Permits, required actions. The MPCA will be responsible for obtaining all permits and providing notices to utilities related to the installation. The MPCA's consultant will coordinate all contractors involved in installation, including locating all utilities prior to well installations and completing all Minnesota Department of Health permits required to install the wells. These permits and notices will be available to the Property Owner upon request.

8. Access related to well installation; notice. The Property Owner understands and agrees that the well installations will require three separate site visits. All buried utilities will be located during the first site visit. This will take approximately 1-2 hours to complete and will be done prior to the well installations. The wells will be drilled during second site visit, which will take approximately one working day to complete. The wells will be prepared for water sample collection during the final site visit. This involves pumping water from the wells and monitoring its quality. These activities will take one-half day to complete and will be performed no sooner than 24 hours after well installation. The MPCA will require its contractor to provide notice to the Property Owner at least 48 hours before each of these activities is scheduled. The Property Owner is welcome to observe these activities.

9. Access related to sampling; notice of sampling. After installation, the MPCA will sample the monitoring wells once a year. Sampling will involve pumping water from the wells, collecting field measurements of the water, and collecting samples for later laboratory analysis. Sampling will take between 1 to 2 hours to complete. The MPCA or its consultant will notify the Property Owner at least 48 hours before entering the Property for the purpose of sampling. The Property Owner is welcome to observe the sampling.

10. Hours of work. All work under this access agreement will be conducted during regular business hours (Monday thru Friday 8:00 AM to 5:00 PM) unless the MPCA or its consultant receives written permission from the Property Owner to conduct work during different hours.

11. Disturbance of property. The well installations and sampling will be performed by the MPCA in a manner which minimizes interference with the Property Owner's use of the Property. If the MPCA's activities disturb any portion of the Property, the MPCA will restore the property to as close to its original condition as is reasonably possible under the circumstances.

12. Sampling results. The MPCA shall provide copies of the results of all sampling conducted on the Property to the Property Owner after test validations. The data collected from the monitoring wells on the Property will be public information.

13. Liability. The MPCA will be liable for injury to or loss of property or personal injury or death caused by any act or omission of any employee of the State of Minnesota in the performance of the work described above, under circumstances where the State of Minnesota, if a private person, would be liable to the claimant, in accordance with Minn. Stat. § 3.736.

14. Termination. These monitoring wells are part of a network designed to provide long-term information about Minnesota's groundwater quality. It is the MPCA's intention to maintain these monitoring wells and to monitor them indefinitely. This agreement, however, can be terminated by either party (MPCA or Property Owner) with 60 days written notice to the other party. The Property Owner understands that, should either party decide to terminate this agreement, state law requires proper closure of the wells. The MPCA will be responsible for all costs and activities associated with closure of each monitoring well. The Property Owner agrees and understands that, to close the wells, it will be necessary to provide access to the MPCA for the purpose of well closure, and the Property Owner hereby agrees to provide that access, conditioned only on 48 hours written notice.

15. Sale of Property. If the Property Owner sells the Property, the Property Owner agrees that it shall notify the buyer of this access agreement and provide the MPCA with notice and an opportunity to reach agreement with the buyer under which continued access for sampling will be allowed.

MINNESOTA POLLUTION CONTROL AGENCY

Property Owner:
[INSERT PROPERTY OWNER NAME],

Katrina Kessler
Manager, Water Assessment and
Environmental Information Section

By: [Insert Signee Name]
Its: [Insert Title Here]

Date: _____

Date: _____

Approved as to Form:

By: _____

[Insert Signee Name]

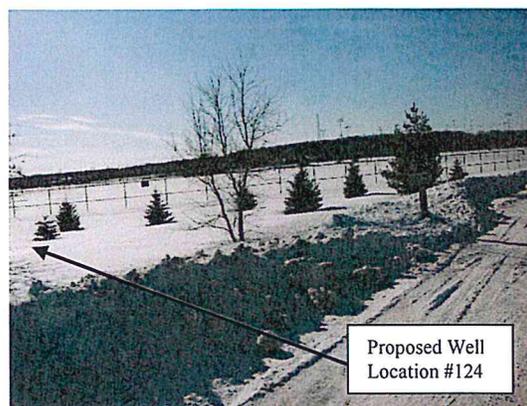
[Insert Title Here]

PROPOSED WELL #124

COUNTY: Dakota
LOCATION: Rich Valley Park
1841 105th Street East
Inver Grove Heights, MN

LONGITUDE: -93.065269
LATITUDE: 44.800697

DESIRED LAND USE:
Residential SSTS



Current Land Use:

The proposed well location is in Rich Valley Park. The proposed well would be in the northeast corner of the park behind a softball field in an open space among several pine trees. The park includes parking lots, softball and baseball fields, soccer fields, a playground and walking trails. The current land use within 500 meters of the well location is approximately 70% residential SSTS, 25% park area and 5% undeveloped land.



Hydrogeology:

- **Estimated Surface Elevation:** 880 ft
- **Soil Type:** Sand
- **Glacial Setting:** Des Moines Lobe Deposits
- **Sediment Type:** Estimated Siliceous
- **Estimated Groundwater Elevation/Depth:** 810 ft / 70 ft bgs
- **Groundwater Flow:** West
- **Bedrock Formation:** Franconia Formation
- **Bedrock Elevation:** 400 ft / 480 ft bgs

Property Owner:

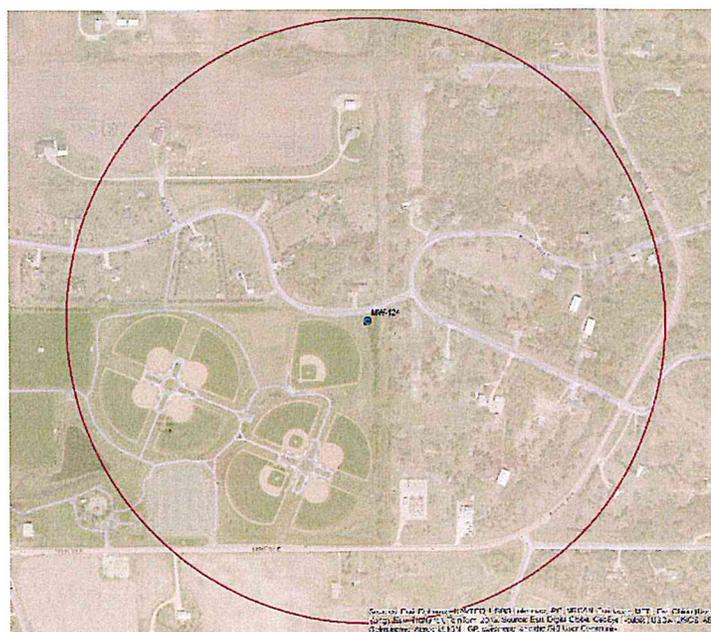
City of Inver Grove Heights

Property Accessibility:

The proposed well location is easily accessible from 102nd Street East.

Comments:

- Access agreement pending
- Proposed Well in Bedrock valley





**Minnesota
Pollution
Control
Agency**

Enhancing Ambient Groundwater Quality Monitoring in Minnesota

For the Clean Water Land and Legacy Amendment

Water Quality/Ambient Monitoring #1.05 • December 2009

For More Information

For additional information about the MPCA's ambient groundwater quality monitoring network, contact the MPCA's Ambient Groundwater Monitoring Coordinator in the Environmental Analysis and Outcomes Division at 651-296-6300 or 800-657-3864.

Ground water provides drinking water to about 75 percent of Minnesotans and contributes water to stream, rivers, lakes, and wetlands. The Minnesota Pollution Control Agency (MPCA) monitors the quality of our groundwater and protects it from contamination in cooperation with other state and local agencies.

What Is Ambient Monitoring?

Ambient monitoring is one important component of the MPCA's groundwater protection efforts. Data collected from ambient monitoring activities provide information about the general quality of Minnesota's groundwater and helps identify whether the quality is getting better, worse, or not changing. Ambient monitoring involves the sampling of groundwater across large geographic settings and provides a large-scale or "big picture" view of groundwater quality conditions across the state. Ambient monitoring is not conducted where there is known contamination.

How Is This Information Used?

Data collected from MPCA ground water investigations is valuable to drinking water protection efforts. This data informs the state's drinking water supply protection efforts, identifies threats to groundwater quality, and guides the development of best management practices to avoid future groundwater impacts. These data are available on-line through the MPCA's Environmental Data Access system.

MPCA's Ambient Groundwater Monitoring Network

The MPCA's ambient monitoring network focuses on determining the amount of non-agricultural chemicals in the aquifers that are most susceptible to pollution from human activities. The network focuses on the surficial

sand and gravel and Prairie du Chien-Jordan aquifers. Both of these are heavily used for drinking water. Assessments of agricultural chemicals are performed by the Minnesota Department of Agriculture.

A network of shallow wells tapping the water table is monitored by the MPCA as an early warning network in the surficial sand and gravel aquifers. Groundwater near the water table typically is not used as a source of potable water supplies and likely does not reflect the quality of water people are consuming, but any changes in groundwater quality will be detected first in these wells. The early warning network detects whether human activities may be affecting groundwater quality.

The MPCA is enhancing its early warning network to improve the assessment of groundwater quality conditions and trends across the state. The agency will be installing additional monitoring wells and focuses on typical urban land use settings. The newly-constructed wells will be sampled annually for non-agricultural chemicals.

Clean Water Land and Legacy Amendment

Enhancements to the MPCA's ambient groundwater quality monitoring network are funded through the Clean Water, Wildlife, Cultural Heritage and Natural Areas Amendment. On November 4, 2008, Minnesota voters approved this amendment which increased the sales and use tax rate by three-eighths of one percent on taxable sales through 2034. Part of these funds are used to protect, enhance, and restore the groundwater, with at least five percent of the funds targeted to protect drinking water source.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider 2014 Bituminous Trails Seal Coating

Meeting Date: March 24, 2014
 Item Type: Consent Agenda
 Contact: Mark Borgwardt-651-450-2581
 Prepared by: Mark Borgwardt
 Reviewed by: Eric Carlson

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

PURPOSE/ACTION REQUESTED

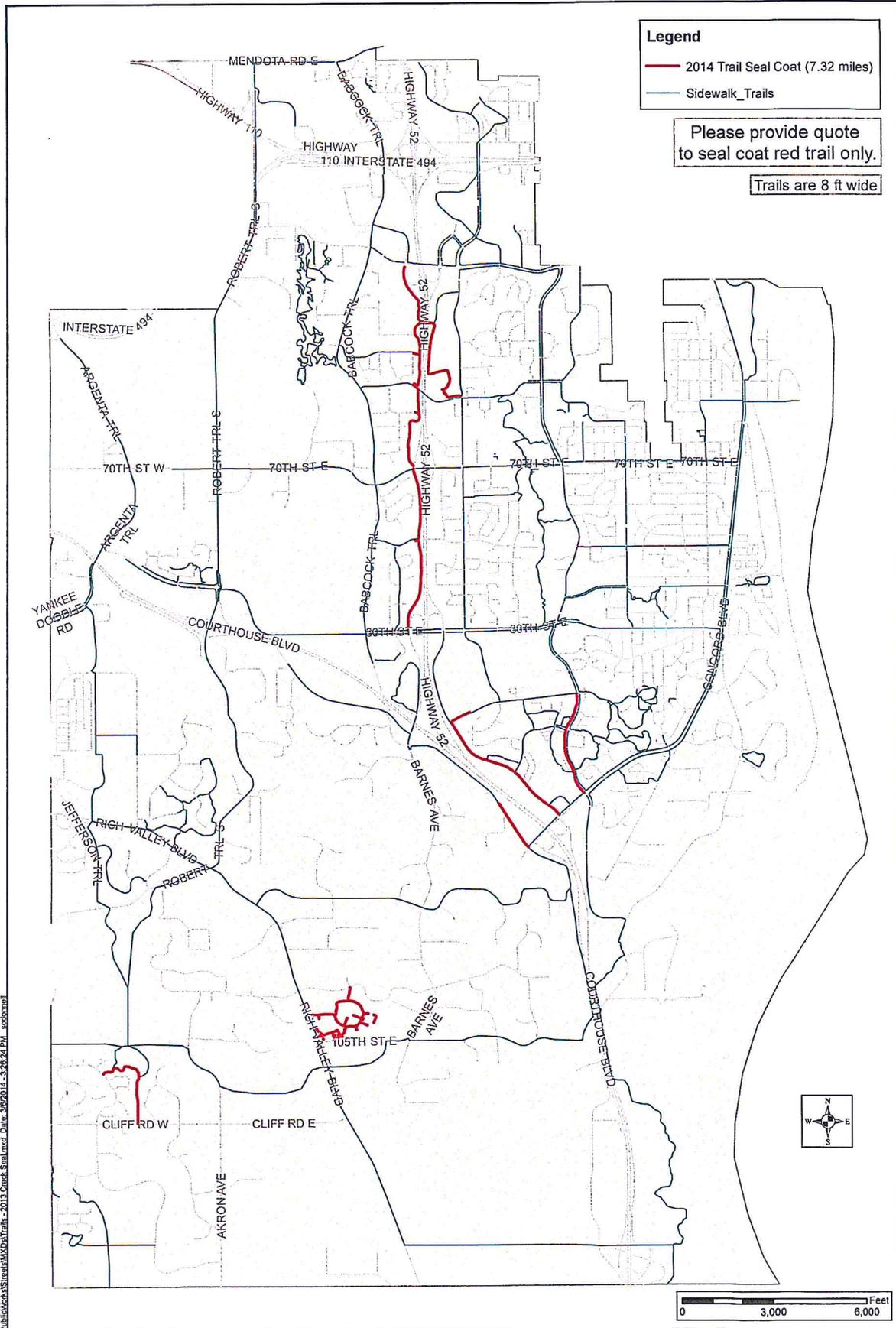
Approve awarding contract to Fahrner Asphalt Sealers not to exceed \$70,000 for seal coating of bituminous trails on attached map, totaling approximately 40,000 linear feet or 320,000 square feet. These trails were crack filled last year and are priority for seal coating in 2014 per parks pavement management program. Recommend funding from Park Maintenance Fund 444.

SUMMARY

Trails on attached map totaling approximately 320,000 square feet were crack filled last year and are priority for seal coating in 2014 per Parks pavement management program. Three (3) quotes were received to provide seal coating:

Fahrner Asphalt Sealers. llc.	\$67,851.00
Asphalt Contractors, Inc.	\$88,170.00
Gopher State Seal Coat, Inc.	\$85,888.00

Recommend hiring Fahrner Asphalt Sealers llc for \$67,851.00 to seal coat bituminous trails on attached map, totaling approximately 40,000 linear feet with funding from Park Maintenance Fund 444.



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2014 Trail Seal Coat

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 WARDEN 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
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 Date: 3/6/2014

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: March 24, 2014
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Fitness – Rosalind Prickel, Sharyn Boeckman, Aquatics – Leah Forrest, Natasha Kneer.

Please confirm the separation of employment of: Jim Sweeney, Utility Superintendent.

ANDERSON-JOHNSON ASSOCIATES (Simley High School) – Case No. 14-06CA

Meeting Date: March 24, 2014
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Conditional Use Permit, Improvement Agreement and related agreements to exceed the maximum impervious surface allowed in the Shoreland Overlay District to add artificial turf to the athletic field.

- Requires 4/5th's vote.
- 60-day deadline: April 17, 2014 (first 60-days)

SUMMARY

The School District is proposing to remove the existing grass field on the athletic field and replace it with an artificial turf system. Since the artificial surface would be considered impervious surface by code definition, an amendment to the existing CUP is required.

ANALYSIS

Total impervious surface on the site would increase from 32% to 36%. The City Engineer approved plans will be consistent with the City's overall stormwater plan for the area and the system will address stormwater needs based on recommendations from Barr Engineering. There is also the need for an improvement agreement and storm water facilities maintenance agreement for the project. Engineering has also spotted some old easements that need to be cleaned up with this project. The DNR reviewed the request and had no comment.

RECOMMENDATION

Planning Staff: Recommends approval of the conditional use permit amendment and related agreements with the conditions listed.

Planning Commission: There were no questions on the project itself, only a question on the definition of impervious surface. Recommends approval of the conditional use permit amendment with the conditions listed. (6-0).

Attachments: Resolution Approving Conditional Use Permit Amendment
 Improvement Agreement and related Agreements
 Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO EXCEED
25% IMPERVIOUS SURFACE WITHIN THE SHORELAND OVERLAY DISTRICT FOR
THE CHANGE IN TURF FOR THE ATHLETIC FIELD

(Anderson-Johnson Associates (Simley High School))
Case No. 14-06CA

WHEREAS, the request is for the property located at 2920 80th Street and legally described as:

The NE ¼ of the NE ¼ and the North 197.73 feet of the East 964.21 feet of the SE ¼ of the NE ¼ and the E ½ of Lots 5 and 8 and NE ¼ of Lot 9 in the NE ¼ Subject to Highway Easement, all in “Section 16, Township 27, Range 22.

WHEREAS, an application for a conditional use permit amendment has been submitted to exceed 25% impervious surface;

WHEREAS, the aforescribed property is zoned P, Institutional;

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

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on March 18, 2014;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit Amendment to exceed 25% impervious surface in the Shoreland Overlay District for the artificial turf improvements in the athletic field is hereby approved subject to the following conditions:

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

Grading and Drainage Plan	sheet C1.4
Utility Plan	sheet C1.5
Erosion Control Plan	sheet C1.6
Proposed Impervious Surface Plan	
2. An improvement agreement, stormwater facilities maintenance agreement and easement agreements shall be required to be entered into between the City and the developer addressing the improvements on the site. The agreements shall be approved by the City Council prior to release of the final plat.
3. All grading, erosion control, stormwater agreement and utility plans, or modifications thereof, shall be approved by the City Engineer prior to construction. The City Engineer approved plans will be consistent with the City's overall stormwater plan for the area and the system will address stormwater needs based on recommendations from Barr Engineering.
4. Any easements required for any utility or roadway needs shall be granted by the school district as part of this project.

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

Adopted by the City Council of Inver Grove Heights this 24th day of March, 2014.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

**IMPROVEMENT AGREEMENT
FOR PROPERTY AT
2920 – 80TH STREET EAST,
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY AT 2920 – 80TH STREET EAST,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT, made and entered into on the 24th day of March, 2014, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and ISD #199 identified herein.

RECITALS:

WHEREAS, ISD #199 has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities.

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

1. That ISD #199 enters into this Improvement Agreement, which contract defines the work which ISD #199 undertakes to complete; and
2. ISD #199 shall name the City as co-obligees on the payment and performance bond for the project. ISD #199 will provide a cash escrow to cover engineering, planning and legal fees relating to review, approval and inspection of the ISD #199 Improvements.

WHEREAS, ISD #199 has filed four (4) complete sets of the Development Plans with the City.

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

NOW, THEREFORE, subject to the terms and conditions of this Improvement Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and ISD #199 agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **ISD #199.** "ISD #199" means Independent School District #199, a Minnesota public school corporation, and its successors and assigns.

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

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

1.6 **Improvement Agreement.** "Improvement Agreement" means this instant contract by and between the City and ISD #199.

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over ISD #199 Improvements.

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

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

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

1.14 ISD #199 Improvements. "ISD #199 Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.15 ISD #199 Public Improvements. "ISD #199 Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". ISD #199 Public Improvements are improvements to be constructed by ISD #199 within public right-of-way or public easements and which are to be approved and later accepted by the City. ISD #199 Public Improvements are part of ISD #199 Improvements.

1.16 ISD #199 Default. "ISD #199 Default" means and includes, individually and collectively, any of the following or any combination thereof:

- a.) failure by ISD #199 to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by ISD #199 to timely construct ISD #199 Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by ISD #199 to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) breach of ISD #199 Warranties.

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

1.18 ISD #199 Warranties. "ISD #199 Warranties" means that ISD #199 hereby warrants and represents the following:

- a.) **Authority.** ISD #199 has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the

authority of ISD #199 to enter into and perform its obligations under this Improvement Agreement.

- b.) **Continuing Compliance With Laws.** ISD #199 will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and ISD #199 Improvements.
- c.) **Warranty on Proper Work and Materials.** ISD #199 warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, ISD #199 shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by ISD #199 shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of ISD #199 to repair and correct any damage to or deficiency with respect to such improvements.

- d.) **Obtaining Permits.** ISD #199 shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before ISD #199 Improvements may be lawfully constructed.
- e.) **Fee Title.** Independent School District #199, a Minnesota public school corporation, owns fee title to the Subject Property.

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

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

1.20 Formal Notice. Formal Notice means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United

States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

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

If to ISD #199: Independent School District 199
Attention: Jason Mutzenberger, Business Manager
2990 80th Street East
Inver Grove Heights, MN 55076

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

ARTICLE 3
ISD #199 IMPROVEMENTS

3.1 ISD #199 Improvements. ISD #199 shall install, at its own cost, ISD #199 Improvements in accordance with the Development Plans. ISD #199 Improvements shall be completed by the dates shown on **Exhibit C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement after expiration of time by which ISD #199 Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this Improvement Agreement shall be deemed to be automatically extended until such time as ISD #199 Improvements are completed to the City's reasonable satisfaction. Director of PWD may approve alterations to the Development Plans as long as alterations are minor in nature and do not change the purpose, function or general scope of the ISD #199 Improvements.

3.2 Ground Material. ISD #199 shall insure that adequate and suitable ground material shall exist in the areas of the storm water improvements to be made by ISD #199 and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of ISD #199.

3.3 Grading/Drainage Plan. ISD #199 shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that ISD #199 fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare ISD #199 in default pursuant to Article 11.

3.4 Area Restoration. ISD #199 shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the ISD #199 shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. ISD #199 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. ISD #199 shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. ISD #199 shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, ISD #199 shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. ISD #199 shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

4.1 Permits. ISD #199 shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of ISD #199 to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by ISD #199. ISD #199 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 ISD #199.

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

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

ARTICLE 6
ISD #199 PUBLIC IMPROVEMENTS

6.1 Construction. The construction, installation, materials and equipment related to ISD #199 Public Improvements shall be in accord with the Development Plans. ISD #199 shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. ISD #199 shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any ISD #199 Public Improvements.

6.2 Inspection. The PWD or its designated representative may periodically inspect the work installed by ISD #199, its contractors, subcontractors or agents.

6.3 City Acceptance. ISD #199 shall give Formal Notice to the City within thirty (30) days once ISD #199 Public Improvements have been completed in accord with this Improvement Agreement and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect ISD #199 Public Improvements and notify ISD #199 of any ISD #199 Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, ISD #199 Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, ISD #199 Public Improvements become the property of the City, and ISD #199 shall have no responsibility with respect to maintenance of ISD #199 Public Improvements except as provided in Section 1.18(c) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and ISD #199. If ISD #199 Public Improvements do not conform, Formal Notice shall be given to ISD #199 of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.4 Engineering Submittals Required. One (1) copy of the detailed record plan "as built" drawings (in AUTOCAD format) of the ISD #199 Improvements shall be provided by ISD #199 in accord with City standards no later than 90 days after completion and acceptance of ISD #199 Improvements by the City , unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

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

ARTICLE 7
RESPONSIBILITY FOR COSTS

7.1 **ISD #199 Improvement Costs.** ISD #199 shall pay for ISD #199 Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

7.2 **City Miscellaneous Expenses.** ISD #199 shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 **Enforcement Costs.** ISD #199 shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 **Time of Payment.** ISD #199 shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8
ISD #199 WARRANTIES

8.1 **Statement of ISD #199 Warranties.** ISD #199 hereby makes and states ISD #199 Warranties.

ARTICLE 9
CITY WARRANTIES

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

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 **Indemnification of City.** Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, ISD #199 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 ISD #199 of ISD #199 Warranties;
- b.) failure of ISD #199 to timely construct ISD #199 Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by ISD #199 to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by ISD #199 to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by ISD #199 to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct ISD #199 Improvements;
- g.) construction of ISD #199 Improvements;
- h.) delays in construction of ISD #199 Improvements;
- i.) all costs and liabilities arising because building permits or Certificates of Occupancy were issued prior to the completion and acceptance of ISD #199 Improvements.
- j.) all costs and liabilities arising because building permits were issued prior to ISD #199 obtaining the necessary permits and approval from the Minnesota Department of Transportation relating to grading, drainage and stormwater facilities.

ARTICLE 11
CITY REMEDIES UPON ISD #199 DEFAULT

11.1 City Remedies. If a ISD #199 Default occurs, that is not caused by Force Majeure, the City shall give ISD #199 Formal Notice of ISD #199 Default and ISD #199 shall have thirty (30) days to cure the ISD #199 Default. If ISD #199, after Formal Notice to it by the City, does not cure ISD #199 Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;

- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may suspend or deny building permits for buildings within the Subject Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by ISD #199, in which case ISD #199 shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and ISD #199 hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. ISD #199 hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by ISD #199 and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to ISD #199 in case of a ISD #199 Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving ISD #199 a thirty (30) day period to cure ISD #199 Default, in the event of an emergency as determined by the Director of PWD, resulting from ISD #199 Default, the City may perform the work or improvement to be performed by ISD #199 without giving any notice or Formal Notice to ISD #199 and without giving ISD #199 the thirty (30) day period to cure ISD #199 Default. In such case, ISD #199 shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and ISD #199 hereby waives any and all procedural

and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. ISD #199 hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ENGINEERING ESCROW

12.1 Escrow Requirement. Prior to ISD #199 beginning construction of ISD #199 Improvements and prior to obtaining any permits for grading, foundations or for building, ISD #199 shall deposit with the City a cash deposit for the amount stated in **Exhibit E**.

ARTICLE 13
PAYMENT AND PERFORMANCE BOND

13.1 Co-Obligee on Payment and Performance Bond. ISD #199 agrees to name the City as a co-obligee on the payment and performance bond it obtains in connection with the construction of ISD #199 Improvements. ISD #199 further agrees to name the City as an additional insured on the insurance policy it obtains in connection with the construction of ISD #199 Improvements.

ARTICLE 14
MISCELLANEOUS

14.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any ISD #199 Improvements.

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

14.3 Recording. The Improvement Agreement may be recorded with the County Recorder and ISD #199 shall provide and execute any and all documents necessary to implement the recording.

14.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of ISD #199. This Improvement Agreement shall also run with and be binding upon any after acquired interest of ISD #199 in the Subject Property.

14.5 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Improvement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Improvement Agreement,

waive compliance by another with any of the covenants contained in this Improvement Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Improvement Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Improvement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

14.9 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon ISD #199 are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the ISD #199 shall prevail.

14.10 Access. ISD #199 hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of ISD #199 Improvements.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of March, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**ISD #199:
INDEPENDENT SCHOOL DISTRICT #199**

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of March, 2014, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Tom Begich to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Tom Begich acknowledged said instrument to be the free act and deed of the public school corporation.

Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) consisting of State Subdivision Lots 1, 2, 3 and 4 all in Section Sixteen (16), Township Twenty-seven North, Range Twenty two (22) West, containing 40 acres, more or less, according to the government survey thereof;

AND

That part of Lots 13 and 14 of State Sub. of the NE ¼ of Section 16, T.27N., R. 22W., beginning at the Northeast corner of said Lot 13, thence West along the North line of said Lots 13 and 14, a distance of 964.21 feet to the East line of the West 8 acres of that part of Lots 14 and 15 lying North of SAR No. 75, thence South, parallel with the West line of said Lot 14 a distance of 197.73 feet, thence East and parallel with the North line of said Lots 13 and 14 a distance of 964.18 feet more or less to the East line of said Lot 13, thence North along said East line 197.73 feet to the point of beginning, containing 4.38 acres more or less.

Dakota County Property Identification No.: 20-01600-06-010

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Title Sheet (C1.0)	1-13-14	Architects Rego + Youngquist Anderson – Johnson Associates
Site Removals Plan (C1.1)	1-13-14	Architects Rego + Youngquist Anderson – Johnson Associates
Site Layout Plan (C1.2)	1-13-14	Architects Rego + Youngquist Anderson – Johnson Associates
Site Finishing Plan (C1.3)	1-13-14	Architects Rego + Youngquist Anderson – Johnson Associates
Grading and Drainage Plan (C1.4)	1-13-14	Architects Rego + Youngquist Anderson – Johnson Associates
Utility Plan (C1.5)	1-13-14	Architects Rego + Youngquist Anderson – Johnson Associates
Sediment and Erosion Control Plan (C1.6)	1-13-14	Architects Rego + Youngquist Anderson – Johnson Associates
Field Layout and Striping Plan (C1.7)	1-13-14	Architects Rego + Youngquist Anderson – Johnson Associates
Impervious Surface / Existing Conditions (C1)	2/21/06	Architects Rego + Youngquist Anderson – Johnson Associates
Impervious Surface / Proposed Conditions (C2)	3/10/14	Architects Rego + Youngquist Anderson – Johnson Associates
Site Details (C2.1 and C2.2)	1-13-14	Architects Rego + Youngquist Anderson – Johnson Associates

Drainage Area Map 2014 Proposed Conditions (C0.1)	2/7/14	Architects Rego + Youngquist Anderson – Johnson Associates
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Drainage Area Map 2005 Proposed Conditions (C0.2)	2/21/06	Architects Rego + Youngquist Anderson – Johnson Associates
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The above-listed Development Plans were approved by the City Engineer on _____, 2014.

The Development Plans also include compliance by the ISD #199 with the conditions set forth in the following:

1. Memorandum from Assistant City Engineer Steve Dodge to City Planner Allan Hunting dated March 14, 2014;
2. Report from Barr Engineering dated March _____, 2014.

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

The Development Plans also include compliance by the ISD #199 with the conditions set forth in the amended Conditional Use Permit for impervious surface.

EXHIBIT C
ISD #199 IMPROVEMENTS

The items checked with an "X" below are ISD #199 Improvements.

The items checked with "Public" below are those ISD #199 Improvements that are ISD #199-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	September 30, 2014	grading, drainage and erosion control
X	September 30, 2014	construction of stormwater Storage and filtration features and system contained within the footprint of the track (including the track and field)
X	September 30, 2014	other stormwater improvements per the Development Plans
X	September 30, 2014	site restoration
X	September 30, 2014	re-vegetation of disturbed areas

EXHIBIT D

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION OF THE ISD #199 IMPROVEMNTS BEGINS.** Before construction of the ISD #199 Improvements begins, all the following conditions must be satisfied:
- a.) ISD #199 must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of this Improvement Agreement.
 - b.) ISD #199 must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and ISD #199 must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the engineering inspection escrow made a part of Exhibit E.
 - c.) ISD #199 must execute this Improvement Agreement.
 - d.) ISD #199 must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - e.) Upon the City executing a Partial Release of Sanitary Sewer Easement, ISD #199 must execute a new Sanitary Sewer Easement Agreement (western location) for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - f.) Upon the City executing a Partial Release of Sanitary Sewer Easement, ISD #199 must execute a new Sanitary Sewer Easement Agreement (tennis courts location) for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - g.) ISD #199 must execute a Sanitary Sewer Easement Agreement (for an additional 10 feet) for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - h.) ISD #199 must execute an Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - i.) ISD #199 must execute an Access Easement Agreement for the Subject Property.

The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

- j.) ISD #199 must show evidence to the City that the City is named as a co-obligee on the payment and performance bond being obtained by the ISD #199 in connection with the construction of the ISD #199 Improvements.
 - k.) ISD #199 must show evidence to the City that the City is listed as an additional insured on the insurance certificate being obtained by the ISD #199 in connection with the construction of the ISD #199 Improvements.
 - l.) ISD #199 must show evidence to the City that the following nine (9) documents have been recorded:
 - Improvement Agreement
 - Stormwater Facilities Maintenance Agreement
 - Partial Release of Sanitary Sewer Easement **and** new Sanitary Sewer Easement (for western location)
 - Partial Release of Sanitary Sewer Easement **and** new Sanitary Sewer Easement (for tennis courts location)
 - Sanitary Sewer Easement (additional 10 feet)
 - Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement)
 - Access Easement
 - m.) ISD #199 must complete erosion control measures for the site.
- 2.) **CONDITIONS TO BE SATISFIED NO LATER THAN SEPTEMBER 30, 2014.** No later than September 30, 2014, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) Completion of the following:
 - construction of stormwater storage and filtration features and system contained within the footprint of the track (including the track and field)
 - other stormwater improvements per the Development Plans
 - site restoration
 - re-vegetation of disturbed areas
 - ISD #199 shall deliver as-built drawings to the City
 - c.) Compliance with the conditions of the amended Contional Use Permit for impervious surface.

EXHIBIT E
ENGINEERING ESCROW

ISD #199 shall deposit \$25,000 in cash with the City (hereafter “Engineering Escrow Amount”) contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney’s fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, ISD #199 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 stormwater facilities, and landscaping on the Subject Property and failures, if any, of ISD #199 to comply with maintenance obligations for stormwater facilities in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return the remaining balance of the Engineering Escrow Amount to ISD #199 when all the following events have occurred:

- a.) Upon satisfactory completion of ISD #199 Improvements as determined by the Director of PWD;
- b.) 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, stormwater facilities or landscaping or maintenance obligations for stormwater facilities exceed the initially deposited \$25,000 Engineering Escrow Amount, ISD #199 is responsible for payment of such excess within thirty (30) days after billing by the City.

STORMWATER FACILITIES MAINTENANCE AGREEMENT FOR
2920 – 80TH STREET EAST, CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 24th day of March, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Independent School District #199, a Minnesota public school corporation (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 Independent School District #199, a Minnesota public school corporation, and its successors and its assigns.

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

The storm water storage and filtration features and system contained within the footprint of the track (including the track and field) and related drain tiles, pipes and appurtenances lying within the Landowner Property; and the storm water retention pond which accepts storm water from the storage and filtration features and system located on the track and field.

1.5 Stormwater Facility Plan. “Stormwater Facility Plan” means those certain plans dated _____, 2014 prepared by Architects Rego + Youngquist and approved by the City Engineer on _____ identified as: Drainage Area Map 2014 Proposed Conditions (C0.1), Drainage Area Map Proposed Conditions (C0.2), Impervious Surface / Existing Conditions (C1), Site Removals Plan (C1.1), Site Layout Plan (C1.2), Grading and Drainage Plan (C1.4), Utility Plan (C1.5), Sediment and Erosion Control Plan (C1.6) and Site Details (C2.1 and C2.2) as well as the Stormwater Management Report dated February 4, 2014 prepared by Anderson-Johnson Associates, Inc. and the Stormwater Management Operations and Maintenance Plan dated _____, 2014 prepared by Anderson-Johnson Associates, Inc.

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

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

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

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

1.9 Improvement Agreement. “Improvement Agreement” means that certain agreement between the Landowner and City dated March 24, 2014.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Landowner Property.

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

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

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

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Stormwater Facilities. Prior to September 30, 2014, Responsible Owner agrees that the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City pursuant to the Improvement Agreement.

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

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

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

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

- e.) The Standard of Maintenance shall include but not be limited to each of the following:
- i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
 - iv. The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

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

ARTICLE 5 **MISCELLANEOUS**

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

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

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

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

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

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

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

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

If to Landowner: Independent School District #199
Attention: Jason Mutzenberger, Business Manager
2990 – 80th Street East
Inver Grove Heights, MN 55076

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of October, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
ISD #199**

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of March, 2014, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Tom Begich to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Tom Begich acknowledged said instrument to be the free act and deed of the public school corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) consisting of State Subdivision Lots 1, 2, 3 and 4 all in Section Sixteen (16), Township Twenty-seven North, Range Twenty two (22) West, containing 40 acres, more or less, according to the government survey thereof;

AND

That part of Lots 13 and 14 of State Sub. of the NE $\frac{1}{4}$ of Section 16, T.27N., R. 22W., beginning at the Northeast corner of said Lot 13, thence West along the North line of said Lots 13 and 14, a distance of 964.21 feet to the East line of the West 8 acres of that part of Lots 14 and 15 lying North of SAR No. 75, thence South, parallel with the West line of said Lot 14 a distance of 197.73 feet, thence East and parallel with the North line of said Lots 13 and 14 a distance of 964.18 feet more or less to the East line of said Lot 13, thence North along said East line 197.73 feet to the point of beginning, containing 4.38 acres more or less.

Dakota County Property Identification No.: 20-01600-06-010

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

**EXHIBIT C
ANNUAL INSPECTION FORM**

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

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

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT FOR
2920 – 80TH STREET EAST, INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT FOR 2920 – 80TH STREET EAST (Agreement) is made this 24th day of March, 2014, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and Independent School District #199, a Minnesota public school corporation (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

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

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

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

1.4 City Easement. “City Easement” means and includes collectively the following easements:

- Easement for sanitary sewer purposes located on the Subject Land legally described in the Easement Agreement dated June 13, 1969 and recorded on April 1, 1971 as Dakota County Document No. 382219.
- Easement for sewer and water utilities located on the Subject Land legally described in the Easement Agreement dated June 13, 1969 and recorded on April 1, 1971 as Dakota County Document No. 382218.

- Easement for storm sewer, watermain, sanitary sewer and public utility purposes located on the Subject Land legally described in the Easement Agreement dated October 21, 1991 and recorded on November 12, 1991 as Dakota County Document No. 1012918.
- Easement for sanitary sewer purposes located on the Subject Land legally described in the Easement Agreement dated March 24, 2014 and recorded on _____, 2014 as Dakota County Document No. _____.

1.5 Landowner. “Landowner” means Independent School District #199, a Minnesota public school corporation and its assigns and successors in interest with respect to the Subject Land.

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

IF TO CITY:

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

IF TO LANDOWNER:

Independent School District 199
 Attention: Jason Mutzenberger, Business Manager
 2990 80th Street East
 Inver Grove Heights, MN 55076

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

1.7 Landowner Improvements. “Landowner Improvements” means the items already located on the Subject Land within the City Easement described on **Exhibit B** attached hereto.

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

1.9 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering

and attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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

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

ARTICLE 2 **RECITALS**

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

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

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

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

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

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

ARTICLE 3

AGREEMENTS

3.1 Retainage And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at its own cost, is hereby authorized by the City to retain the Landowner Improvements within the City Easement. The Landowner Improvements shall only be located at the locations specified in Exhibit B.

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

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

3.4 Subordinate Position Of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk Of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

3.6 Landowner To Bear Cost Of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing, the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under

Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at their own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The

Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

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

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

3.16 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of March, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER
INDEPENDENT SCHOOL DISTRICT #199**

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2014, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Tom Begich to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Tom Begich acknowledged said instrument to be the free act and deed of the public school corporation.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) consisting of State Subdivision Lots 1, 2, 3 and 4 all in Section Sixteen (16), Township Twenty-seven North, Range Twenty two (22) West, containing 40 acres, more or less, according to the government survey thereof;

AND

That part of Lots 13 and 14 of State Sub. of the NE ¼ of Section 16, T.27N., R. 22W., beginning at the Northeast corner of said Lot 13, thence West along the North line of said Lots 13 and 14, a distance of 964.21 feet to the East line of the West 8 acres of that part of Lots 14 and 15 lying North of SAR No. 75, thence South, parallel with the West line of said Lot 14 a distance of 197.73 feet, thence East and parallel with the North line of said Lots 13 and 14 a distance of 964.18 feet more or less to the East line of said Lot 13, thence North along said East line 197.73 feet to the point of beginning, containing 4.38 acres more or less.

Dakota County Property Identification No.: 20-01600-06-010

EXHIBIT B
LANDOWNER IMPROVEMENTS

[insert list of encroachments and sketch showing location of each encroachment]

PERMANENT ACCESS LICENSE

THIS PERMANENT ACCESS LICENSE (License) is made, granted and conveyed this 24th day of March, 2014, by and between City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Independent School District #199, a Minnesota public school corporation (hereafter referred to as Landowner). City and Landowner do hereby agree:

RECITALS

- A. Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Landowner’s Property”).
- B. The City has a number of utility easements located on the Landowner’s Property for which the City may need access to from time to time.
- C. Landowner is willing to grant the City access for ingress and egress and driveway purposes and uses incident and related thereto over, across through and upon all pathways, driveways and parking lots located on the Landowner’s Property as changed, added to or relocated from time to time by Landowner for the purpose of the City accessing its utilities located within the City’s utility easements.

AGREEMENTS AND GRANT OF LICENSE

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

A permanent license for access for ingress and egress and driveway purposes and uses incident and related thereto over, across through and upon all pathways, driveways and parking lots located on the Landowner’s Property as changed, added to or relocated from time to time by Landowner for the purpose of the City accessing utilities owned by the City located within the City’s utility easements.

2. The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with City, its successors and assigns, that it is well seized in fee of the Landowner's Property and has good right to grant and convey the license herein to City.
3. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.
4. 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 Landowner's Property prior to the date hereof.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of March, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER
ISD #199

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this _____ day of March, 2014, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Tom Begich to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Tom Begich acknowledged said instrument to be the free act and deed of the public school corporation.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) consisting of State Subdivision Lots 1, 2, 3 and 4 all in Section Sixteen (16), Township Twenty-seven North, Range Twenty two (22) West, containing 40 acres, more or less, according to the government survey thereof;

AND

That part of Lots 13 and 14 of State Sub. of the NE ¼ of Section 16, T.27N., R. 22W., beginning at the Northeast corner of said Lot 13, thence West along the North line of said Lots 13 and 14, a distance of 964.21 feet to the East line of the West 8 acres of that part of Lots 14 and 15 lying North of SAR No. 75, thence South, parallel with the West line of said Lot 14 a distance of 197.73 feet, thence East and parallel with the North line of said Lots 13 and 14 a distance of 964.18 feet more or less to the East line of said Lot 13, thence North along said East line 197.73 feet to the point of beginning, containing 4.38 acres more or less.

Dakota County Property Identification No.: 20-01600-06-010

**PARTIAL RELEASE OF AN EASEMENT AGREEMENT FOR SANITARY SEWER
PURPOSES RECORDED AS DAKOTA COUNTY DOCUMENT NO. 382219**

This **PARTIAL RELEASE OF AN EASEMENT AGREEMENT FOR SANITARY SEWER PURPOSES RECORDED AS DAKOTA COUNTY DOCUMENT NO. 382219** (Release) is made, entered into, and effective this 24th day of March, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Independent School District #199, a Minnesota public school corporation, (hereafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

WHEREAS, an Easement Agreement for sanitary sewer purposes was entered into between Independent School District No. 199 and the Village of Inver Grove Heights (now known as the City of Inver Grove Heights) on June 13, 1969 and recorded on April 1, 1971 as Document No. 382219 with the Office of the County Recorder, Dakota County, Minnesota (hereafter referred to as the Easement).

WHEREAS, the Easement lies within real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described on the attached Exhibit A (the Original Easement Area).

WHEREAS, Independent School District No. 199 is the owner of the Property.

WHEREAS, the parties to the Easement are the same parties to this Release.

WHEREAS, the parties have discovered that a portion of the existing sanitary sewer pipe (constructed in or around 1990) is not located within the Original Easement Area. The portion of the Original Easement Area not containing the existing sanitary sewer pipe is legally described on the attached Exhibit B.

WHEREAS, the City and Landowner wish to release that portion of the Original Easement Area legally described on Exhibit B from the Easement and enter into a new sanitary sewer easement agreement which correctly describes the location of the existing sanitary sewer pipe.

WHEREAS, in conjunction with this Release, the parties have entered into a new sanitary sewer easement agreement which correctly describes the location of the existing sanitary sewer pipe.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

1. To forever release and discharge that portion of the Original Easement Area legally described on Exhibit B from the Easement.
2. To record this Release.

IN WITNESS WHEREOF, the City and Landowner have executed this Release on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

By: _____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this 24th day of March, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER
ISD #199**

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of March, 2014, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Tom Begich to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Tom Begich acknowledged said instrument to be the free act and deed of the public school corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF ORIGINAL EASEMENT AREA

A permanent easement and right-of-way for sanitary sewer purposes over, across, and under the following described premises situated within Dakota County, Minnesota, to-wit:

A permanent 20' wide easement for sanitary sewer purposes centered on the following described line: Commencing at the northeast corner of Section 16, T27N, R22W, thence south along the east line of said Sec. 16, 1060', thence west and parallel to the north line of said Sec. 16 a distance of 245' to the point of beginning. Thence deflect right 5° 45' a distance of 610', thence deflect right 13° 30' a distance of 400' thence deflect left 33° 30' a distance of 400', thence deflect left 12° 15' a distance of 30' more or less to a point on the west line of School District No. 199 property and there terminating.

EXHIBIT B
LEGAL DESCRIPTION OF PORTION OF THE ORIGINAL EASEMENT AREA NOT
CONTAINING THE EXISTING SANITARY SEWER PIPE

PERMANENT SANITARY SEWER EASEMENT

THIS PERMANENT SANITARY SEWER EASEMENT (Easement) is made, granted and conveyed this 24th day of March, 2014, between Independent School District No. 199, a public corporation under the laws of the State of Minnesota (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter “Landowner’s Property”)**.

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

A permanent easement for sanitary sewer 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 and ground surface drainage ways and any 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, and ground surface drainage ways and any 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, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

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

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of March, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER
ISD #199**

By: _____
Cindy Nordstrom
Its: School Board Chair

By: _____
Tom Begich
Its: School Board Clerk

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this _____ day of March, 2014, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Tom Begich to me personally known, who being by me duly sworn, did say that they are the School Board Chair and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Tom Begich acknowledged said instrument to be the free act and deed of the public school corporation.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for sanitary sewer purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that part of the Landowner's Property described as follows:

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: March 13, 2014 **CASE NO.:** 14-06CA

APPLICANT: Anderson-Johnson Associates, Inc. (Simley High School)

PROPERTY OWNER: ISD 199

REQUEST: Conditional Use Permit Amendment to exceed 25% impervious surface in the Shoreland Overlay District of Simley Lake

LOCATION: 2920 80th Street

HEARING DATE: March 18, 2014

COMPREHENSIVE PLAN: Public/Institutional

ZONING: P, Institutional District

REVIEWING DIVISIONS: Planning **PREPARED BY:** Allan Hunting
City Planner

BACKGROUND

The School District is proposing to remove the existing grass field in the athletic field complex and replace it with an artificial turf system. They will also be installing an in ground infiltration system below the turf to capture storm water. Since the artificial surface would be considered impervious by code definition, an amendment to the existing CUP must be processed.

EVALUATION OF THE REQUEST

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

North -single family residential, commercial; zoned R-1C, R-1B, B-2; guided LDR and CC.

East - Simley Lake, single family residential; zoned R-1C; guided LDR

West - Inver Hills Community College; zoned P; guided Public/Institutional.

South - Single family residential, zoned; R-1C, guided; LDR

CONDITIONAL USE PERMIT TO EXCEED 25% IMPERVIOUS SURFACE

The site is within the shoreland overlay of Simley Lake or DNR Lake #19-34. Impervious surface coverage is limited to 25% of the lot. This may be increased by conditional use provided the City has approved and implemented a stormwater management plan affecting the subject site.

Existing impervious surface on the lot is at 32%. The proposed artificial turf and minor changes around the athletic field would increase the impervious surface to 36%.

The DNR has reviewed the plans and they have no comment on the request.

Engineering has been working with the applicant on the design of the stormwater infiltration system under the turf. The City Engineer has written a memo with the engineering details that need to be followed for approval of the project. In general, the approved plan will be consistent with the City’s overall stormwater plan for the area and the system will address stormwater needs. An independent review by Barr Engineering will confirm storm water management requirements that are consistent with the City’s stormwater management plan and Simley Lake watershed.

Improvement Agreement. An improvement agreement would be required with this development to address specific improvements to the site, and storm water. There will also be the need for a storm water maintenance facilities agreement and easement agreements. Final details of the Improvement agreement would be worked out prior to City Council review.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
 - o Approval of the **Conditional Use Permit** Amendment to exceed 25% impervious surface within the Shoreland Overlay District for the change in turf for the athletic field subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department
 - Grading and Drainage Plan sheet C1.4
 - Utility Plan sheet C1.5

Erosion Control Plan sheet C1.6
Proposed Impervious Surface Plan

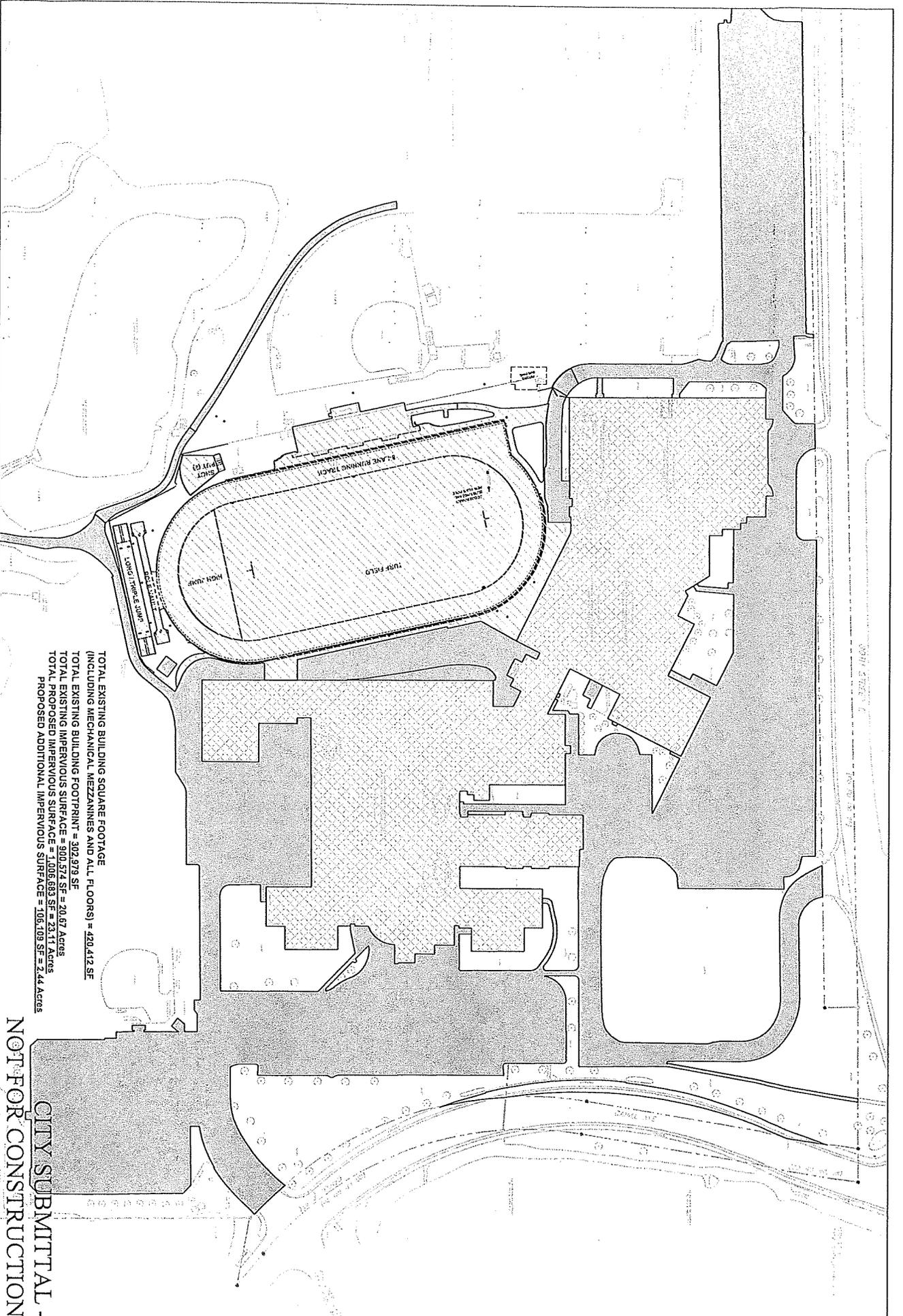
2. An improvement agreement, stormwater facilities maintenance agreement and easement agreements shall be required to be entered into between the City and the developer addressing the improvements on the site. The agreements shall be approved by the City Council prior to release of the final plat.
3. All grading, erosion control and utility plans, or modifications thereof, shall be approved by the City Engineer prior to construction.
4. Any easements required for any utility or roadway needs shall be granted by the school district as part of this project.

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

RECOMMENDATION

Staff recommends approval of the conditional use permit amendment request with the conditions listed.

Attachments: Location Map
Proposed Impervious Surface
Site Finishing Plan



TOTAL EXISTING BUILDING SQUARE FOOTAGE
 (INCLUDING MECHANICAL MEZZANINES AND ALL FLOORS) = 420,412 SF
 TOTAL EXISTING BUILDING FOOTPRINT = 302,979 SF
 TOTAL EXISTING IMPERVIOUS SURFACE = 900,574 SF = 20.67 ACRES
 TOTAL EXISTING IMPERVIOUS SURFACE = 1,006,693 SF = 23.11 ACRES
 PROPOSED ADDITIONAL IMPERVIOUS SURFACE = 106,109 SF = 2.44 ACRES

CITY SUBMITTAL -
 NOT FOR CONSTRUCTION

ARCHITECTS
 REGO + YOUNGQUIST inc.

2217 WASHINGTON BOULEVARD, ST. LOUIS, MISSOURI 63103



ARCHITECTS REGO + YOUNGQUIST inc.

2217 WASHINGTON BOULEVARD, ST. LOUIS, MISSOURI 63103

2014

INVER GROVE HEIGHTS
 HIGH SCHOOL
 AND MIDDLE SCHOOL



2014

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