

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, MAY 12, 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 – April 14, 2014 Regular City Council Meeting \_\_\_\_\_
- ii) Minutes – April 21, 2014 Special City Council Meeting \_\_\_\_\_
- iii) Minutes – April 28, 2014 Regular City Council Meeting \_\_\_\_\_
- B. Resolution Approving Disbursements for Period Ending May 7, 2014 \_\_\_\_\_
- C. Agreement for 2014 Citizen-Assisted Lake Monitoring Program (CAMP) \_\_\_\_\_
- D. Approve Custom Grading, Drainage and Utility Easement, and Stormwater Facilities Maintenance Agreements for 7929 Argenta Trail \_\_\_\_\_
- E. Appoint Dan Helling as Interim Superintendent of the Utilities Division of the Public Works Department \_\_\_\_\_
- F. Resolution Accepting Proposal from American Engineering Testing (AET) for Geotechnical Testing Services for the 2015 Pavement Management Program \_\_\_\_\_
- G. Resolution Accepting Proposal (IPO No. 21) for Engineering Services from Kimley-Horn & Associates, Inc. for Preparation of the Feasibility Report and Other Engineering Services for City Project No. 2015-09D, Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard \_\_\_\_\_
- H. Resolution Approving Assessment Agreement and Four Easement Agreements by and between the Minnesota State Colleges and Universities System (Inver Hills Community College) for City Project No. 2014-09D, College Trail Reconstruction and Barbara Avenue Partial Reconstruction \_\_\_\_\_
- I. Approve Contract with Inspec to Investigate Water Intrusion \_\_\_\_\_
- J. Resolution Approving an Agreement Relating to Certificate of Occupancy for Lot 1, Block 1, Schlomka First Addition \_\_\_\_\_
- K. Schedule Public Hearing \_\_\_\_\_

L. Approve Resolution Changing the Polling Location in Precinct #9 \_\_\_\_\_

M. Personnel Actions \_\_\_\_\_

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

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS:** Assessment Hearing for 2012 Pavement Management Program, City Project No. 2011-08, 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier) \_\_\_\_\_

B. **CITY OF INVER GROVE HEIGHTS:** Assessment Hearing for 2014 Pavement Management Program, City Project No. 2014-09D, College Trail Reconstruction and Barbara Avenue Partial Reconstruction \_\_\_\_\_

7. **REGULAR AGENDA:**

**FINANCE:**

A. **CITY OF INVER GROVE HEIGHTS:** Accept and Approve the Comprehensive Annual Financial Report for the Year Ended December 31, 2013, Management Letter and Other Required Report \_\_\_\_\_

B. **CITY OF INVER GROVE HEIGHTS:** Consider Resolution Providing for the Sale of \$2,295,000 General Obligation Tax Increment Refunding Bonds, Series 2014A \_\_\_\_\_

**COMMUNITY DEVELOPMENT:**

C. **BIAGINI PROPERTIES:** Consider the following requests for property located at 8225 Argenta Trail:

i) Resolution relating to a Final Plat for a One Lot, Two Outlot Subdivision \_\_\_\_\_

ii) Resolution relating to a Preliminary and Final PUD Development Plan in the Northwest Area to allow a 9,400 Square Foot Building and related Improvements on the Property \_\_\_\_\_

iii) Ordinance Amendment Rezoning the property from P, Institutional to P/PUD, Institutional Planned Unit Development per the Northwest Area Overlay District \_\_\_\_\_

iv) Ordinance Amendment to allow a Crematorium, Columbarium and Mortuary as an Accessory Use to a Cemetery \_\_\_\_\_

D. **ANTHONY MICKELSON:** Consider Resolution relating to a Variance to Allow a Six Foot Fence within the Front Yard of a Corner Lot located at 7413 Cloman Way \_\_\_\_\_

E. **CITY OF INVER GROVE HEIGHTS:** Consider the First Reading of an Ordinance relating to Parking of Vehicles in the Front Yard \_\_\_\_\_

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](mailto:mkennedy@invergroveheights.org)

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, APRIL 14, 2014 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, April 14, 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, and Deputy Clerk Kennedy

**3. PRESENTATIONS:** None.

**4. CONSENT AGENDA:**

Councilmember Piekarski Krech removed Item 4H from the Consent Agenda.

Citizen Allan Cederberg requested that Items 4C, 4E, 4G, and 4I be removed from the Consent Agenda.

Deputy Clerk Kennedy requested that Item 4A be removed from the Consent Agenda.

**B. Resolution No. 14-36** Approving Disbursements for Period Ending April 9, 2014

**D. Final Compensating Change Order No. 6, Final Pay Voucher No. 11, Engineer's Final Report, and Resolution No. 14-37** Accepting Work for City Project No. 2012-09D, Urban Street Reconstruction, 65<sup>th</sup> Street Neighborhood and Cahill Court

**F. Resolution No. 14-39** Calling for Hearing on Proposed Assessments and **Resolution No. 14-40** Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2012 Pavement Management Program, City Project No. 2011-08, 66<sup>th</sup> Street Improvements (Concord Boulevard to Swing Bridge Pier)

**J.** Approve Temporary On Sale Liquor License – Church of St. Patrick

**K.** Personnel Actions

**Motion by Madden, second by Bartholomew, to approve the Consent Agenda**

**Ayes: 5**

**Nays: 0**      **Motion carried.**

**A.** Minutes – March 24, 2014 Regular City Council Meeting

Mayor Tourville stated he would abstain from the vote because he did not attend the meeting on March 24<sup>th</sup>.

**Motion by Madden, second by Bartholomew, to approve the Minutes of the March 24, 2014 Regular City Council Meeting**

**Ayes: 5**

**Nays: 0**      **Motion carried.**

**C.** Approve Termination of Assessment Agreement

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., stated there was no cost outlined in the assessment agreement.

Mr. Lynch responded there was no cost. He explained the item related to an agreement the City entered into with the developer, and the developer's obligations were fulfilled in accordance with the terms of the agreement. There was a minimum assessment value established and the bonds were paid. He stated the property recently sold and the new owner requested termination of the assessment agreement.

**Motion by Madden, second by Mueller, to approve Termination of Assessment Agreement**

**Ayes: 5**

**Nays: 0**      **Motion carried.**

- E. Resolution Approving the Cost Share Contract with Dakota County Soil and Water Conservation District for Community Conservation Partnership Funding Program for City Project No. 2014-09D, College Trail Reconstruction and Barbara Avenue Reconstruction**

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., stated the cost of the project was approximately \$88,000 and the amount of the grant was \$50,000. He opined the resolution should detail how the remaining balance of \$38,000 would be funded.

Mr. Thureen explained the resolution spoke to the fact that project funding would come from the grant and the balance would be paid for using pavement management funds.

Mayor Tourville stated the dollar amount could be inserted into the resolution.

**Motion by Mueller, second by Piekarski Krech, to adopt Resolution No. 14-38 approving the Cost Share Contract with Dakota County Soil and Water Conservation District for Community Conservation Partnership Funding Program for City Project No. 2014-09D, College Trail Reconstruction and Barbara Avenue Reconstruction with the change as noted.**

**Ayes: 5**

**Nays: 0            Motion carried.**

- G. Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2014 Pavement Management Program, City Project No. 2014-09D, College Trail Reconstruction and Barbara Avenue Reconstruction**

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., stated he had the same issue as the previous item in that the dollar amounts and funding sources were not identified in the resolutions.

Mr. Thureen stated the resolutions as presented were in the standard format that had been used by the City for a number of years. He noted the resolutions included all of the information required to be presented. He explained the overall funding for the project was outlined in the feasibility report when the project is ordered. He stated the resolutions specifically speak to the amount the City proposes to assess versus the total project cost.

Mr. Cederberg opined that the funding sources should be detailed.

Councilmember Bartholomew explained the resolutions were simply calling for a public hearing and all of the financial information related to the project was laid out in the feasibility report and the resolutions that ordered the project.

**Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 14-41 Calling for Hearing on Proposed Assessments and Resolution No. 14-42 Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2014 Pavement Management Program, City Project No. 2014-09D, College Trail Reconstruction and Barbara Avenue Reconstruction**

**Ayes: 5**

**Nays: 0            Motion carried.**

- H. Approve 2014 Tree Replacement Plan**

Councilmember Piekarski Krech opined that the policy did not address removal of trees because they were dead, diseased, or hazardous. She suggested that the funding be taken from another source because tree preservation funds were supposed to be used for reforestation or special replacement needs.

Mr. Carlson stated the City had traditionally used the tree preservation fund for both the management and removal of diseased or dying trees and tree replacement.

Councilmember Piekarski Krech stated in other instances the removal was done in conjunction with replacement. She opined if the trees were not being replaced the funding should come from another source. She stated that was the whole purpose behind creating the tree preservation fund.

Mayor Tourville stated he recalled that the fund had been previously used for both tree removal and replacement.

Councilmember Piekarski Krech stated she had a philosophical problem with using the fund in that manner because the intent of the policy was to further tree preservation efforts in the City.

Mr. Carlson suggested that the item be tabled to allow staff to further discuss the issue.

**Motion by Madden, second by Mueller, to table consideration of 2014 Tree Replacement Plan to April 28, 2014**

**Ayes: 5**

**Nays: 0      Motion carried.**

**I. Approve Memorandum of Understanding with Friends of the Mississippi River for the Rock Island Swing Bridge**

Allan Cederberg, 1162 E. 82nd St., stated there was no resolution associated with the item. He questioned if the parks superintendent would be responsible for signing the agreement.

Mr. Carlson stated the item related to the second phase of a natural resource restoration project. He explained the City partnered with the Friends of the Mississippi River organization for the first phase of the project. He stated the second phase of the project would include the removal of non-desirable trees and prairie burning.

Mayor Tourville questioned if a resolution was legally required in addition to the memorandum of understanding.

Mr. Kuntz stated a resolution was not needed. He noted a motion to approve the memorandum of understanding was required.

Mr. Cederberg questioned who would sign the agreement.

Mr. Kuntz explained the agreement had to be signed by someone authorized by the City to execute the document. He stated if the Council approved the document in its current format the Parks Superintendent would be authorized to sign the agreement.

Mr. Cederberg questioned where the money was coming from to fund the project.

Councilmember Piekarski Krech stated the money would come from Fund 402.

**Motion by Piekarski Krech, second by Madden, to approve Memorandum of Understanding with Friends of the Mississippi River for the Rock Island Swing Bridge**

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:**

Ted Trenzeluk, 7305 Bancroft Way, stated he had been a member of the Environmental Commission for the past eleven (11) years. He expressed concern regarding a land alteration permit request from Luther Nissan. He stated he did not want to advocate for or against the project. His main concern related to the number of conditions of approval recommended by City staff. He opined that the 48 conditions proposed were onerous to the business owner and suggested staff may want to review the conditions because they seemed excessive.

Mayor Tourville suggested that staff review the Environmental Commission's comments. He noted all of the conditions may be necessary.

**6. PUBLIC HEARINGS: None.**

**7. REGULAR AGENDA:**

Mr. Lynch requested that Council remove Item 7G from the regular agenda. He stated an agreement was reached with the property owner and the action item was no longer necessary.

**COMMUNITY DEVELOPMENT:**

**A. MERIDIAN LAND COMPANY:** Consider Resolution relating to a Comprehensive Plan Amendment to Change the Land Use Designation of the property from HDR, High Density Residential, to a New Category LMDR-NWAPUD, Low-Medium Density Residential Northwest Area PUD for property located on the North Side of 80<sup>th</sup> between Hwy 3 and Babcock Trail

Mr. Link reviewed the location of the property. He explained the request was for a comprehensive plan amendment to change the land use designation from High Density Residential to Low-Medium Density Residential. If approved, the applicant would make application for a 44-lot single family residential development. He stated the Low-Medium Density Residential designation seemed to fit in with the surrounding properties in the area. He explained the major issue related to the cost of the city utility infrastructure. Several years ago the City conducted a series of land use and financial studies that focused on appropriate land use densities and the financing of city utilities. At that time the City opted not to use special assessments. Instead the decision was made that the cost of city utilities would be funded with connection fees paid by developers. As part of the analysis completed at that time it was understood that the subject property would pay 91 connection fees. The proposal, if approved, would only pay 44 connection fees. The shortage of 47 connection fees equated to approximately \$370,000. To make up for the deficit the developer proposed to pay the shortage. He noted a similar agreement was reached a few years ago with another developer. Staff identified three (3) ways of addressing the agreement between the City and the developer to cover the deficit. The option favored by both staff and the developer was to create a new comprehensive plan land use category known as Low-Medium Density Residential Northwest Area Planned Unit Development. He stated this option had several advantages. The first was that it would allow the developer to proceed with the project right away. The second was that it would provide a level of certainty to both the City and the developer in that the policy would be clear, transparent, and understandable. The third advantage was that the new land use designation would provide the City with more control. Planning staff recommended approval of the request.

Councilmember Bartholomew questioned if the overall density in the Northwest Area would need to be amended to make up for the shortfall created by changing the density for this particular development.

Mr. Link responded in the negative. He stated in this instance the loss of units, in terms of utility connection fees, would be made up by the developer agreeing to pay for the deficit.

Councilmember Bartholomew clarified there would not be any burden on other developments to increase their density.

Mr. Link stated that was correct.

Councilmember Piekarski Krech questioned if this piece of property was recently changed to a high density designation.

Mr. Link replied in the affirmative. He explained the City's original designation on the property was medium density residential. A few years ago the developer approached the City to change the designation to high density because it was felt there was a market at that time for that type of use. He noted the current market for that type of use was weak and that was why the new property owner requested the amendment.

Councilmember Piekarski Krech questioned if the City's financial assumptions were premised solely on connection fees.

Mr. Thureen stated the financial analysis focused on recovery of the cost to construct the system. The assumption was that the City's standard utility rates would cover the ongoing costs to operate and maintain the system.

Mayor Tourville questioned if the amendment would be satisfactory to the Metropolitan Council.

Mr. Link stated the information still had to be reviewed and approved by the Metropolitan Council. He noted he did not anticipate any issues with the request as proposed.

Chris Wold, Meridian Land Company, clarified they were not the original developer that requested the amendment to a high density land use. He stated they were excited about the development and had already received a lot of interest in the site.

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., opined the proposed development would look better than the current single family development in the Northwest Area because there would be more space between the homes.

Mr. Wold stated the development would consist of larger lots.

Councilmember Piekarski Krech questioned if the amendment would also apply to future developments in the Northwest Area that are proposed with a lower density than what was originally planned.

Mr. Link replied in the affirmative.

Mayor Tourville stated the new land use designation could be applied to other properties in the Northwest Area going forward.

**Motion by Bartholomew, second by Mueller, to adopt Resolution No. 14-43 approving a Comprehensive Plan Amendment to Change the Land Use Designation for Property Located on the North Side of 80<sup>th</sup> Between Hwy 3 and Babcock Trail, and a Text Amendment Creating a New Land Use Category Called LMDR-NWAPUD, Low-Medium Density Residential, Northwest Area PUD**

**Ayes: 5**

**Nays: 0      Motion carried.**

**B. SAM & KATE SEVENICH:** Consider Application for Chicken License for property located at 7965 Bowman Ave.

Ms. Kennedy stated the applicants submitted a request for a chicken license to keep three (3) chickens on the property located at 7965 Bowman Avenue. She explained the issue was brought forth to the City Council for a final decision because one (1) objection was received from a neighbor directly abutting or contiguous to the subject property. She noted a copy of the written objection was provided to the Council for review.

Kate and Sam Sevenich, 7965 Bowman Avenue, opined that they had followed the City's regulations for applying for the license to keep chickens on their property. Ms. Sevenich reiterated that the request was only for three (3) hens rather than the maximum number allowed by code. She explained the objection related to concerns regarding noise, odor, and the potential to negatively affect property values. She stated they did not feel that the hens would be noisy and that they would keep the coop and the run sanitary and in good condition.

Mayor Tourville stated if the chickens were not kept in the manner prescribed by the City Code the license could be revoked. He noted nobody involved wanted to deal with excessive noise or unsanitary conditions.

**Motion by Madden, second by Mueller, to approve application for a Chicken License for property located at 7965 Bowman Avenue**

**Ayes: 5**

**Nays: 0      Motion carried.**

**PUBLIC WORKS:**

- C. CITY OF INVER GROVE HEIGHTS:** Resolution Approving the Cost Share Contract with Dakota County Soil and Water Conservation District for Community Conservation Partnership Funding Program, Approving Payment Agreement with Bridgewood Apartments, Ordering Project, Authorizing and Approving Plans and Specifications, and Authorizing Advertisement for Bids for City Project No. 2014-08, Bohrer Pond Northwest Pretreatment Basin – Phase II

Mr. Kaldunski stated the Dakota County Soil and Water Conservation District offered the City a grant in the amount of \$35,800 to help build the project. He explained the payment agreement with Bridgewood Apartments outlines their commitment to pay for \$16,400 of the project. The City would contribute \$27,000 towards the project in the form of funding and in-kind engineering services. He reviewed the project plans. He noted Bridgewood Apartments contribution towards the project would fund the storm sewer improvements required to direct the water from their property towards the infiltration basin. He stated the grant money would be used to put in a leaf-compost mix material to infiltrate the runoff from the parking lot into the area. Engineering staff recommended approval of the various agreements and requested authorization to move forward with the project and obtain bids.

**Motion by Madden, second by Bartholomew, to adopt Resolution No. 14-44 Approving the Cost Share Contract with Dakota County Soil and Water Conservation District for Community Conservation Partnership Funding Program, Approving Payment Agreement with Bridgewood Apartments, Ordering Project, Authorizing and Approving Plans and Specifications, and Authorizing Advertisement for Bids for City Project No. 2014-08, Bohrer Pond Northwest Pretreatment Basin – Phase II**

**Ayes: 5**

**Nays: 0      Motion carried.**

- D. CITY OF INVER GROVE HEIGHTS:** Discuss Draft Feasibility Report for City Project No. 2014-13, Northwest Area Utility Extension – Argenta Trail Alignment

Mr. Thureen stated the draft feasibility report presented several alignment options for trunk utilities to serve the Argenta district in the Northwest Area. He explained it provided more detailed cost information for the improvements as well as the easements that would need to be acquired to construct the system. He noted the cost information was provided to Ehlers and Associates as they were in the process of updating the financial analysis for the extension of utilities in the Northwest Area as a whole.

Mr. Kaldunski stated in general the area being studied started at Highway 55 and extended to 494 from the Eagan border to T.H. 3. He explained staff worked with a consultant to consider a series of alignments for the extension of sanitary sewer and water into the area. He presented the recommended alternative for alignment of the sanitary sewer system. The project would begin at an existing 12" sanitary sewer pipe that was built last year as part of the Argenta Hills 8<sup>th</sup> Addition. He stated there was a portion of gravity sewer and force main that would go to a lift station on 70<sup>th</sup> Street. The recommended alignment would take a gravity sewer from the lift station through the area of 69<sup>th</sup> Street and extend to the north property line of the Deanovic property, also known as the future 65<sup>th</sup> Street alignment. He noted staff did study several other alignments that were estimated to cost \$350,000 to \$600,000 more than the recommended alignment. The second part of the feasibility study analyzed water mains and the recommended alignment followed the sanitary sewer alignment to 65<sup>th</sup> Street. From that point the recommendation was to continue to loop the water main because the City needed to do so in order to serve such a large area. Staff recommended a water main loop on the 65<sup>th</sup> Street alignment that would go to an existing 12" line on 63<sup>rd</sup> Street. He stated the water mains were generally 12" – 16" in size. A series of cost estimates were prepared as part of the feasibility study. The estimated construction costs for the entire trunk sanitary sewer system was \$11.5-11.8 million dollars. The estimated construction costs for the initial project, to construct the recommended alignment to 65<sup>th</sup> Street, were estimated to be \$6.2-6.4 million dollars. He stated the easement costs associated with the initial project were estimated to be \$670,000 - \$1.6 million dollars. He noted staff anticipated that the developers would give the City the necessary right-of-way as part of the platting procedure to reduce the easement costs significantly.

Overall, to complete the initial project as proposed, the estimated cost was \$6.9 – 7.8 million dollars. He stated staff felt completing the initial project at this time would serve the developers that had approached the City for utilities.

Mr. Thureen reiterated the study provided cost information that could be used to update the financial analysis. He stated that would be a critical component of the Council's decision process and would take into account the current debt the City already had for the trunk utilities that were already in place to serve a portion of the Northwest Area. He noted the estimates in the feasibility study assumed a given alignment through certain properties that the City had been notified would like to be developed. He stated if the concept plans were to change, the corresponding estimates would also change. If the developers move forward with plats that were fairly similar to what is contained in the report, the estimates and the schedule would be realistic. Any significant changes would affect both the project schedule and the estimated costs. He explained a project of this magnitude involved over 20 separate tasks that would impact the project schedule. He stated if the feasibility report was accepted and approved the City would begin negotiations with the consultant to move forward with the design phase. A preliminary design would provide the City with the level of information needed to put together detailed easement descriptions. The City would then be at a point to start obtaining appraisals for the easements that would need to be acquired. He stated the easement acquisition process would take approximately 8 months to complete. The project would also include updates to the Northwest Area AUAR and the Comprehensive Plan. He noted a lot of the steps included in the overall project schedule could be worked on concurrently. Permit approvals would also be required from the Minnesota Pollution Control Agency and the Metropolitan Council for the sanitary sewer and the Minnesota Department of Health for the water main. The Minnesota Department of Natural Resources, U.S. Army Corps of Engineers, and the Board of Soil and Water Resources would also need to be involved due to anticipated wetland impacts. He stated staff estimated the City could be ready to award a contract for the project by the end of April in 2015. It was estimated that the project would then take seven (7) months to construct. He reiterated a lot of assumptions were made in the development of the project schedule.

Mayor Tourville stated it seemed like a long time, but it was understandable given the scope of the project and the number of different agencies that would need to be involved.

Councilmember Piekarski Krech questioned if the developers had been apprised of the project schedule.

Mr. Thureen responded in the negative.

Councilmember Piekarski Krech stated she would like to know the developers' reaction because if the timeline would not work for them it was a moot point to continue discussing the item.

Steve Schmidt stated Mr. Deanovic would be the appropriate person to discuss the proposed schedule. He opined the schedule that was outlined would be a serious setback in terms of what Mr. Deanovic had wanted to accomplish. He noted Mr. Deanovic had not had the opportunity to review the draft feasibility report or the proposed project schedule.

Richard Palmiter, CBRE, stated he was working with Mr. Deanovic. He explained his client had been working on the project for a long time and would likely say that some of the things being discussed could have been sorted out sooner. He questioned what tasks could be done concurrently within the project schedule staff presented. He questioned if preliminary plat applications could be submitted to begin staff review of the development.

Mr. Thureen stated staff would prefer that the developers submit their applications as soon as possible because it would solidify the plan being put together for the utility extension. He added staff would hope to have plat plans in hand to confirm alignments for the trunk. He reiterated the expectation would be that the trunk utility could be installed within road rights-of-way.

Mr. Palmiter questioned what level of risk a developer would have in moving forward with development applications given all of the other agencies that need to be involved with the utility extension.

Mr. Thureen stated he did not think the formal approval process with the different agencies for the trunk utility extension would be an issue. It was simply a process the City would be required to go through and those steps had to be accounted for within the project timeline. He opined it would be beneficial to everyone involved if a developer submitted a plat application.

Mr. Palmiter questioned when it would be appropriate for a developer to submit a preliminary plat application.

Mr. Thureen stated if the Council made the decision to move forward with the trunk utility extension it would be beneficial for a developer to submit a preliminary plat application as soon as possible.

Mr. Palmiter clarified the City could take in a preliminary plat application and begin to work on it while simultaneously working on the trunk utility extension project.

Mr. Thureen responded in the affirmative. He noted the developer would have to agree up front that the timelines the City had in place for formal action on development applications may need to be extended because the action may be dependent on the trunk utility project.

Mr. Link stated staff and the developer would need to discuss the timeline. He explained the preliminary plat process would take a few months to complete. He noted there would be some risk involved for both the City and the developer because the City had not begun to discuss how the utility extension would be funded and moving forward with the preliminary plat phase would require some financial output from the developer.

Mr. Palmiter commented that by the end of the year all of the remaining vacant single family residential lots in the City would be absorbed. He opined that it was the hope of the developers involved that there would be a strong effort on the City's part to work together to get the new developments moving forward in the Northwest Area. He stated Mr. Deanovic would appreciate the City moving forward as quickly as possible.

Mayor Tourville acknowledged that the inventory of single family lots in the City was dwindling.

Mr. Schmidt clarified that the study being completed by Ehlers and Associates would provide updated information related to connection fees, park dedication fees, and density assumptions. He noted the information would be important to developers as they prepare preliminary plat applications.

Mr. Thureen replied in the affirmative.

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., stated Argenta Trail alignment had not been discussed at all and that would also have cost implications.

Mayor Tourville stated there had been ongoing discussions between the City and Dakota County regarding Argenta Trail and Highway 55.

Mr. Thureen stated he was working with Dakota County on a request for proposal for the study.

Councilmember Piekarski Krech stated the City needed to push the County and Mn/DOT on the Argenta Trail/Highway 55 issue because she had heard conflicting reports regarding the improvements from Eagan residents.

Mr. Thureen stated staff had discussions with the south area planner at Mn/DOT because the City knew there was money programmed to make improvements at the intersection. The County and the City asked Mn/DOT to wait until the proposed study was completed to consider permanent improvements that would take into account the alignment of Argenta Trail through the intersection.

Mayor Tourville stated Mn/DOT had heard from both the County and the City that it did not make sense to spend money on temporary improvements to the intersection.

Councilmember Bartholomew questioned if there was an opportunity to condense the proposed project schedule so construction could start sooner than April of 2015, assuming the City continued to get good cooperation from the developers and was able to negotiate the easement acquisitions faster than anticipated.

Mr. Thureen stated the City could ask to receive the necessary information related to easements for the downstream properties first to try to accelerate the schedule. He noted the first property that would need to be dealt with was not a part of the group of developers that approached the City.

Councilmember Bartholomew questioned if the Council had to formally accept the draft feasibility report to continue moving the process forward.

Mr. Thureen stated he purposely did not present a resolution to formally receive the report because there were so many outstanding issues. He noted until the City had the opportunity to review the financial study from Ehlers and Associates he would not feel comfortable asking the consultant to perform any additional work until Council made a decision as to whether or not to move forward with the project.

Brian Hilgardner, Bolton and Menk, opined the project schedule could potentially be condensed if all the moving pieces of the project were to fall into place. He stated his firm could put together a rough estimate of what the fees would be for the next phase of the project, taking into consideration that the City was still waiting on the financial analysis from Ehlers and Associates.

Councilmember Piekarski Krech questioned if items in the draft feasibility report would change.

Mr. Thureen stated the draft needed some minor edits. He explained in terms of the substance, the report could be considered the final draft.

Mr. Kuntz questioned if Bolton & Menk was going to provide a final draft of the feasibility report after the City receives the financial analysis from Ehlers and Associates.

Mr. Hilgardner stated the draft feasibility report could be considered final at this time.

Mr. Kuntz stated the typical components of a final report include the engineering feasibility and the financial feasibility of the project. The City was still waiting on information related to the financial feasibility.

Mr. Hilgardner reiterated the engineering feasibility was complete.

Mr. Thureen stated in order for the feasibility report to be finalized the financial information should be included.

The City Council directed staff to work with Bolton & Menk to prepare a proposal for engineering services related to preliminary and final design, and the development of necessary easement descriptions.

**Motion by Bartholomew, second by Madden, to receive Draft Feasibility Report for City Project No. 2014-13, Northwest Area Utility Extension, Argenta Trail Alignment**

**Ayes: 5**

**Nays: 0**

**Motion carried.**

**E. CITY OF INVER GROVE HEIGHTS:** Consider Resolution Approving Easement Acquisition and Temporary Easement Agreements for Property at 8215 College Trail for City Project No. 2014-09D, College Trail Reconstruction

Mr. Kaldunski stated Items 7E, 7F, and 7H could be discussed concurrently because they were all related to the same project and involved negotiated easement agreements. He noted Item 7G was previously removed from the agenda. Staff recommended approval of the easement agreements and requested authorization to compensate the property owners for the easements as per the terms outlined in the agreements. He stated the terms of the agreements were all based on appraisals received.

Councilmember Bartholomew clarified the Lushanko property was where the proposed sidewalk was intended to be located.

Mr. Kaldunski replied in the affirmative.

Mayor Tourville stated the property owners suggested having a neighborhood meeting before construction started. He noted it was also suggested that alternatives be considered for the boulevard space.

Councilmember Piekarski Krech stated she did not have a problem with considering the neighborhood suggestions, provided they did not add any cost to the project.

**Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 14-45 approving Easement Acquisition and Temporary Easement Agreements for Property at 8215 College Trail for City Project No. 2014-09D, College Trail Reconstruction**

**Ayes: 5**

**Nays: 0          Motion carried.**

**F. CITY OF INVER GROVE HEIGHTS:** Consider Resolution Approving Easement Acquisition for Property at 8919 Cahill Avenue for City Project No. 2014-09D, College Trail Reconstruction

**Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 14-46 approving Easement Acquisition for Property at 8919 Cahill Avenue for City Project No. 2014-09D, College Trail Reconstruction**

**Ayes: 5**

**Nays: 0          Motion carried.**

**G. CITY OF INVER GROVE HEIGHTS:** Resolution Approving Use of Eminent Domain Quick-Take to Acquire Easement at 20-01500-31-015 for City Project No. 2014-09D, College Trail Reconstruction

**This item was removed from the agenda. No action was taken.**

**H. CITY OF INVER GROVE HEIGHTS:** Resolution Approving Easement Acquisition and Temporary Easement Agreements at 20-01500-31-015 for City Project No. 2014-09D, College Trail Reconstruction

Councilmember Bartholomew stated he was not going to support the easement acquisition. He opposed the sidewalk and did not feel it was a necessary component of the project.

**Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 14-47 approving Easement Acquisition and Temporary Easement Agreements at 20-01500-31-015 for City Project No. 2014-09D, College Trail Reconstruction**

**Ayes: 4**

**Nays: 1 (Bartholomew)          Motion carried.**

**I. CITY OF INVER GROVE HEIGHTS:** Resolution and Letter Supporting Legislation Authorizing the Establishment of Municipal Street Improvement Districts

Mr. Thureen stated potential alternative funding sources for pavement management had been an ongoing topic of discussion at previous Council work sessions. He explained staff received a letter regarding street improvement districts from the League of Minnesota Cities, Coalition of Greater Minnesota Cities, Metro Cities, Municipal Legislative Commission, and the Minnesota Association of Small Cities. The letter asked the Governor and the members of the Legislature to support a bill that had been authored and presented during the last legislative session that would allow cities to establish street improvement districts if they chose to do so. He stated the agencies across the State that are responsible for maintaining street systems felt the legislation would be beneficial. He noted the legislation would not require cities to establish street improvement districts. It would provide another tool for cities to consider for funding of street improvement projects. He explained if the City chose to implement a street improvement district, adoption of a street improvement plan would be required in addition to a public process. He noted if the City established a street improvement district to fund a specific improvement project the City could not use special assessments as a means of funding the same project.

Councilmember Piekarski Krech stated she was not sure that the legislation would benefit the City. She noted that undeveloped parcels would not pay fees. She stated she would support such legislation with better language and if it meant that the City would then be able to reduce the tax levy. She explained she could not support the bill with the language that was presented.

Mayor Tourville stated one benefit would be the option to spread payments out over a 20 year period. He explained the idea was to have it as an option available to cities.

Councilmember Madden stated he did not see how it would hurt the City to support the legislation because the City was not required to establish street improvement districts.

Councilmember Bartholomew what the difference was between establishing street improvement districts and bonding for specific street improvement projects.

Mr. Lynch stated the City typically would not bond for a project without specific revenue sources, such as special assessments. He explained the legislation would allow the City to include costs without having to prove benefit and the City would be able to spread the costs out over a larger geographic area.

Dian Piekarski, 7609 Babcock Trail, expressed concern that the City was not putting any General Fund money towards pavement management projects. She opined that her tax dollars should provide for certain basic services, including management of the street infrastructure system. She questioned what it would look like if the City bonded for the gap in funding for pavement management and then taxed people for that money. She suggested this would allow people to see what amount of money was needed and determine if it was reasonable. She opined there were a lot of unanswered questions in the bill itself that could lead to vagaries that could be legally challenged and the wording of the resolution was too enthusiastic.

Mayor Tourville clarified this was the first year that money was not taken from the General Fund for pavement management because the City was considering bonding for projects.

**Motion by Madden, second by Mueller, to adopt Resolution No. 14-48 and Letter Supporting Legislation Authorizing the Establishment of Municipal Street Improvement Districts**

**Ayes: 3**

**Nays: 2 (Bartholomew, Piekarski Krech) Motion carried.**

**ADMINISTRATION:**

**J. JIM KRECH:** Consider Request to Amend Bow Hunting Map for 2014 Season

Jim Krech, 2585 62<sup>nd</sup> St. E., reported that eleven (11) doe and two (2) bucks were taken during the special hunt that was authorized at the end of the last bow hunting season. He requested that Council consider amending the bow hunting map for a specified period of time to allow hunting on his property.

Councilmember Piekarski Krech questioned if any complaints were received about hunting in the area.

Chief Stanger replied in the negative.

Mr. Krech explained one (1) of the individuals that hunted his property was a qualified instructor to certify the hunters. He stated going forward anyone who hunted on his property would be certified.

Ms. Teppen explained if the Council wanted to amend the bow hunting map the corresponding ordinance would need to be amended. She stated last year the map was amended and the changes were designated to expire on December 31, 2013.

Councilmember Mueller stated if changes were going to be made they should all be done at once. He suggested putting out a notice that changes were going to be considered to get feedback from the local hunters as well.

**NO ACTION WAS TAKEN ON THIS ITEM.**

**8. MAYOR & COUNCIL COMMENTS:**

**A. Golf Course Manager Position Discussion**

Mr. Lynch explained the City Council directed staff to move forward with the elimination of the Golf Course Manager position and to attempt to reach an amicable separation agreement with the affected employee. He anticipated that a separation agreement would be brought forth at the next regular meeting for Council

action.

Mayor Tourville questioned what the final date of employment would be for the individual.

Mr. Lynch stated the individual was notified that May 9<sup>th</sup> would be their last day.

Mr. Kuntz explained irrespective of whether or not a separation agreement is reached with the employee, administration would bring forth a resolution to eliminate the position and reallocate the duties of that position on April 28<sup>th</sup>.

Councilmember Mueller stated he would like to move the process along.

Mr. Lynch reiterated the employee had been notified that he would no longer be working for the City as of May 9<sup>th</sup>.

**9. ADJOURN:** Motion by Madden, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 9:15 pm

DRAFT

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING  
MONDAY, APRIL 21, 2014 – 8150 BARBARA AVENUE**

**1. CALL TO ORDER** The City Council of Inver Grove Heights met in special session on Monday, April 21, 2014, in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Community Development Director Link, Public Works Director Thureen, Parks and Recreation Director Carlson, Finance Director Smith, Chief Stanger, Chief Thill and Deputy Clerk Kennedy

**2. CITY ADMINISTRATOR JOB DESCRIPTION**

Mr. Lynch stated two (2) job descriptions were provided for Council consideration. He explained the suggested changes provided by individual council members were noted on each copy. He stated the intent was to reach agreement on the job description and move forward with formal adoption at a regular meeting.

Councilmember Piekarski Krech stated she liked suggestions provided by Councilmember Bartholomew.

Mayor Tourville suggested using the same format as the job descriptions for other positions in the City.

Mr. Lynch stated #2 presupposed that there was an Administrative Services department and manager position. He asked for clarification on the proposed reporting requirements.

Councilmember Bartholomew stated the intent was that each of the subdivisions within administrative services would report directly to the City Administrator. He envisioned that the Administrative Services Manager would be a conduit between the City Administrator and the employees within the subdivisions, but everyone in the department would report to the City Administrator.

Mayor Tourville stated more discussion was needed regarding the Administrative Services Manager and division because no formal action had been taken regarding the creation of such a division or position. He opined that the City Administrator job description should not be adopted until that piece is worked out.

Councilmember Piekarski Krech suggested removing #2 to move forward with adopting the City Administrator's job description. She stated that piece could be added in at another time.

Mr. Lynch suggested the language "directs and oversees Administration department". He noted the Assistant City Administrator currently oversees those divisions at the department head level to reduce the number of direct reports to the City Administrator so that position could function at a different level.

Mayor Tourville stated that would put the City Administrator in charge of all aspects of Administration.

Councilmember Bartholomew stated that was his original intent.

Mr. Lynch questioned if #4 was needed as the duty was already performed even though it was not described. He questioned the intent of subdivision (c), "regularly inspects the service provided by all Departments". He expressed concerns regarding time constraints and noted that was the reason the City had department heads.

Councilmember Bartholomew stated the intent was to have some kind of quality control program in place to follow up on complaints or log compliments. He suggested that the word "inspects" could be replaced with something else.

Mr. Lynch questioned how the Council defined a "major" citizen complaint as referenced in subdivision (a).

Councilmember Bartholomew stated anything that would ultimately lead to escalation of a complaint to a claim or suit against the City. He noted there was no reason to believe that was not currently being done, the intent was to provide clarity.

Councilmember Piekarski Krech stated from time to time things may pop up and the Council is unaware. She opined it all centered on being accountable for what is going on in the City. She stated it was nice to

be notified of issues because the council members did not like to be blindsided by calls at home or to give people incorrect information.

Mayor Tourville stated in some situations people have not contacted staff before calling a council member. He explained it was a matter of telling people they would get back to them with answers. He opined that 4(c) was redundant.

Councilmember Piekarski Krech suggested using the word “monitors”. She stated subdivisions a, b, and c were all clarifications of #4.

Councilmember Bartholomew suggested the phrase “strives for continuous improvement of City services”. Mayor Tourville suggested modifying 4(c) with language that would speak to the issue of quality control or continuous improvement.

Mr. Lynch stated procedures and policies for quality control would be brought back at some point in the future for Council discussion and adoption. He referenced #7 and clarified that he was not a certified municipal clerk. He stated he understood the intention to be that he would oversee that position.

Mayor Tourville stated the Deputy Clerk would perform duties and the City Administrator would oversee that position.

Councilmember Madden stated the City Administrator delegated many tasks to other positions. He expressed concerns regarding the number of employees that would directly report to the City Administrator. He opined it should be a maximum of three (3) to five (5) direct reports.

Mayor Tourville questioned if the document should be brought forward at the next regular meeting with changes to #2.

Councilmember Bartholomew stated he would agree to omit 2(b) for now provided it was understood what would happen if the City Council chose to pursue that option further.

Mr. Lynch clarified #2 would state “directs overall leadership and management of Administration”. Subdivision (a) would speak to the fact that the position oversees all activity within the department, including the positions as listed. He stated (b) would be omitted. With respect to #4, subdivisions (a) and (b) would stay the same and (c) would incorporate the proposed changes.

Mr. Kuntz stated the City Council would vote on the job description at a regular meeting and direct staff to come back at a subsequent meeting with an amended contract to conform to what is proposed in the job description.

Jim Huffman, 4237 Denton Way, opined that the oversight of labor relations and negotiations should be the duty of the Assistant City Administrator.

### **3. STRATEGIC PLANNING**

Mr. Lynch reviewed the two (2) options presented for Council consideration. He stated the pyramid had the mission, vision, and values incorporate. He explained the Council had previously discussed using those parameters as a means to funnel issues, discussion, and decisions. He stated the intent was to take the issues previously presented by the department heads and to use the geometric shape to demonstrate what factors would be used to make decisions about those issues.

Councilmember Piekarski Krech stated she reviewed past Council information and found that the City had not come very far in five (5) years. She opined that the City needed to start getting things done. She referenced agenda materials from June 22, 2007 and reviewed the goals that were discussed by both the Council and staff. She stated she liked geometric triangle presented by the City Administrator and wanted something in place so it was clearly understood what would guide Council decisions.

Mayor Tourville questioned if the pyramid would include the mission statement.

Mr. Lynch stated the mission could be included in addition to the values. He opined that a number of the items identified by Councilmember Piekarski Krech had either been accomplished, or continue to be worked on. He noted that development of a mission and vision had not always been a priority for the Council in years past. He reiterated there had been ongoing progress made on many items and issues, but things cannot be done overnight because the scope is often very large.

Mayor Tourville stated other factors have affected how the City has progressed in terms of accomplishing some of the goals that were identified. He opined that staff did not need to do anything fancy to present the strategic planning goals or guiding principles. They simply needed to get them in place and follow them. He stated most cities have clearly defined mission, vision, and values on their websites so people know what is important to them and what will be used to guide decision making.

Councilmember Bartholomew stated all of the issues were related and it didn't matter how or where they were presented. He explained the point was for people to have a clear understanding of the City's priorities. He suggested that staff and Council come up with core priorities.

Mayor Tourville stated infrastructure, development, and planning were key priorities.

Councilmember Piekarski Krech stated there were nine (9) goals and priorities identified.

Mayor Tourville suggested that staff resend the nine (9) priorities for further review.

Mr. Lynch stated there was some overlap with what was discussed in 2013.

Councilmember Piekarski Krech suggested reviewing the priorities from 2007 and 2013. She opined that final plan needed to be more broad-based. She stated the City had a limited amount of capital available.

Mr. Lynch stated he would review the information from 2007 and 2013 and provide some information regarding what had or had not been accomplished and why.

Councilmember Piekarski Krech stated she would prefer to have separate meetings to discuss strategic planning rather than adding it to work session discussions.

**Motion by Mueller, second by Piekarski Krech, to add Strategic Planning to the May 19<sup>th</sup> Special Meeting Agenda**

**Ayes: 5**

**Nays: 0      Motion carried.**

**4. ADJOURN**

**Motion by Madden, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 7:03 p.m.**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, APRIL 28, 2014 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, April 28, 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, Chief Thill, and Deputy Clerk Kennedy

**3. PRESENTATIONS:** None.

**4. CONSENT AGENDA:**

Citizen Allan Cederberg requested that Item 4A (ii) be removed from the Consent Agenda.

Mayor Tourville noted Item 4D had been pulled by staff prior to the meeting and no action would be taken on the item.

Councilmember Piekarski Krech removed Item 4F from the Consent Agenda.

**B. Resolution No. 14-49** Approving Disbursements for Period Ending April 23, 2014

**C. Resolution No. 14-50** Receiving Bids and Awarding Contract for the 2014 Pavement Management Program, City Project No. 2014-09A, Cracksealing

**E.** Approve Soft Drink Supplier Proposal

**G.** Personnel Actions

**Motion by Madden, second by Bartholomew, to approve the Consent Agenda**

**Ayes: 5**

**Nays: 0** Motion carried.

**Motion by, second by, to reconsider Item 4A (i)**

**Ayes: 5**

**Nays: 0** Motion carried.

**A.** i) Minutes – April 3, 2014 Special City Council Meeting

Councilmember Madden stated he would abstain from the vote because he did not attend the meeting on April 3<sup>rd</sup>.

**Motion by Piekarski Krech, second by Mueller, to approve the Minutes of the April 3, 2014 Special City Council Meeting**

**Ayes: 4**

**Nays: 0**

**Abstain: 1 (Madden)** Motion carried.

**A.** ii) Minutes – April 7, 2014 City Council Work Session

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., questioned why the minutes for the April 14, 2014 Regular Council meeting were not included on the agenda for approval.

Ms. Kennedy explained the minutes from the April 14<sup>th</sup> meeting were not completed at the time the agenda for the meeting was published.

**Motion by Bartholomew, second by Mueller, to approve the Minutes of the April 7, 2014 City Council Work Session**

**Ayes: 5**

**Nays: 0** Motion carried.

**F. Approve Tree Replacement Plan**

Councilmember Piekarski Krech opined it seemed that staff was creating ways to use the money instead of using the appropriate fund. She stated she did not know how many trees would be purchased or if \$2,000 worth of trees needed \$1500 worth of mulch. She commented that if trees were being planted in the parks they would not need mulch.

Mr. Carlson stated he was not sure at this time how many trees could be purchased for \$2,000. He explained it would depend on the types of trees purchased such as bare root, balled and burlapped, or container trees. He noted it was likely that a combination of each of those options would be purchased. He stated staff regularly uses mulch to retain moisture around the newly planted tree.

Mayor Tourville questioned if staff had an estimate as to the number of trees that would be purchased.

Mr. Carlson stated over the past few years staff had utilized stock out of the City's tree nursery to replace diseased trees that were removed. He noted staff did not know specifically which types of trees would be purchased because they do not know which trees within the system will need to be replaced.

Mayor Tourville questioned how the City was billed for the items.

Councilmember Piekarski Krech stated the City should at least be provided with estimates. She opined \$2,000 could be spent on two (2) container trees.

Mr. Carlson explained the \$2,000 being requested was not for a specific order at this time. He stated it was a budget request so the department would have the money available throughout the summer and fall to replace trees as needed.

Councilmember Piekarski Krech suggested bringing back the request when it is known what is needed. She stated she would like to have an idea of what the money is being used for. She questioned if the money in the tree preservation fund was finite.

Mr. Carlson stated the tree preservation fund was added to through development activity based on how developers meet the requirements of the tree preservation ordinance. He noted similar requests had been brought forth to the Council on an annual basis for at least eight (8) years.

Mayor Tourville asked Mr. Carlson to provide Council with an estimate of what would be purchased with the money.

Councilmember Madden questioned if the City replaced every tree that was removed.

Mr. Carlson stated a majority of the trees that are removed get replaced because the City was trying to maintain an urban forest within the community.

Councilmember Madden questioned if there was any policy in place to guide such decisions.

Mr. Carlson stated it was left to the discretion of the City Forester and the Parks Superintendent.

Mr. Lynch noted there were several different circumstances involved. He explained trees that exist within the right-of-way were not replaced if they died or became diseased. He stated the City did not want trees in the right-of-way because they created problems in terms of maintenance and replacement.

Mr. Carlson stated he would get more information for the Council and bring it back at the next meeting.

**No action was taken on this item.**

**5. PUBLIC COMMENT:**

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., opined the City had a big problem financially and the general public was not aware of the issue. He suggested that the Council put an article in the Insights newsletter to advise the public of the problem and the solutions that are being discussed.

The City Council indicated they were not aware of the problem referenced by Mr. Cederberg.

Mayor Tourville stated the City had an excellent bond rating and was very financially sound.

The City Council reiterated the City did not have a financial problem and they did not understand what Mr. Cederberg was referring to.

Mr. Cederberg questioned why no public town hall meeting was held this year.

Mayor Tourville stated the City had an excellent bond rating and was very financially sound.

The City Council reiterated the City did not have a financial problem and they did not understand what Mr. Cederberg was referring to.

Mr. Cederberg questioned why no public town hall meeting or state of the city address was held this year.

Mayor Tourville stated the City was trying a different approach in 2014 because of lack of interest and participation in the events held in recent years. He explained this year each department filmed video segments that could be viewed on the City's website either collectively or individually. He stated the department-specific content would relate to current or upcoming City issues that would be of interest to the general public. He noted a business town hall meeting was held earlier in April.

Mr. Cederberg stated he reviewed the minutes of the recent work sessions and it seemed as though a number of problems were being discussed.

Councilmember Bartholomew stated the financial status of the City was posted on the website and available for public review. He explained the report was very thorough and certified by public accountants. He encouraged Mr. Cederberg to review the information because everything related to the City's finances was disclosed. He noted the problems Mr. Cederberg referred to in the work session discussions simply reflected differences of opinion on the ways to solve certain issues. He stated that was why the City had elected officials in place. He reiterated it was wrong to say that all information related to the City's finances was not disclosed.

Mr. Cederberg stated he knew that information was disclosed.

Councilmember Piekarski Krech stated the City was very financially sound.

Mr. Cederberg objected to the three (3) minute time limit.

Mayor Tourville stated that was the typical amount of time afforded to those individuals who want to address the Council on items that were not a part of the regular agenda. He noted Mr. Cederberg was always afforded the opportunity to speak, often beyond the established time limit.

## **6. PUBLIC HEARINGS:**

### **A. CITY OF INVER GROVE HEIGHTS:** Assessment Hearing for 2013 Pavement Management Program, City Project No. 2013-09C, Mill and Overlay

Mr. Kaldunski explained the Council was asked to conduct an assessment hearing for City Project No. 2013-09C, a mill and overlay project on Conroy Way and Cloman Avenue. He reviewed the project area. The project was completed with a total cost of \$216,758.37. The total amount proposed to be assessed for the project was \$156,086.16. He explained the mill and overlay project added some structural thickness to the pavement on the street. Other miscellaneous repairs, including curb and gutter improvements, were also completed. He noted cracks typically appeared in a reflective manner on any mill and overlay project and they would be sealed as part of the 2014 cracksealing program. The feasibility report on the project included a benefit appraisal analysis that recommended a \$4,000 assessment cap for the project. Because of certain savings achieved on the project, the proposed assessments were lower than the recommended cap.

Allan Cederberg, 1162 E. 82nd St., stated the resolution did not reference how the remaining balance of approximately \$60,000 would be funded. He insisted that the specific funds and dollar amounts be identified in the resolution.

Mr. Kuntz stated the project was completed and the contractor had already been paid for the work. He explained the funding sources were previously identified in the feasibility report and the resolutions that ordered payment of the contract. When the Council authorized payment of the contractor, it authorized

payment out of the various accounts that were used to fund the project. He stated the project had been paid for and the amount to be collected through assessments would essentially reimburse the City, over a ten (10) year period, for the costs that had already been paid.

Mr. Cederberg stated he did not recall that the amounts or funding sources were identified in the feasibility report.

Mayor Tourville stated the amounts would not be identified in the resolution currently being considered because it related to adoption of the final assessment roll for the project.

Mr. Kuntz stated as the work was done, each contractor payment was brought forth for Council approval. He reiterated the item for consideration tonight only related to the levying of assessments. All other financing for the project had been previously approved by the Council.

Mr. Cederberg stated the resolution did not include anything related to deferment programs for seniors or veterans.

Mr. Thureen stated deferment information was provided with the notice for the assessment hearing.

**Motion by Piekarski Krech, second by Madden, to close the public hearing.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Madden, second by Mueller, to approve Resolution No. 14-51 adopting the Final Assessment Roll for 2013 Pavement Management Program, City Project No. 2013-09C, Mill and Overlay**

**Ayes: 5**

**Nays: 0      Motion carried.**

## **7. REGULAR AGENDA:**

### **COMMUNITY DEVELOPMENT:**

**A. JEFF LEYDE:** Consider the following actions for property located at Brent Avenue between 49<sup>th</sup> and 50<sup>th</sup> Streets:

- i) Resolution relating to a Comprehensive Plan Amendment to Change the Land Use Designation from LDR, Low Density Residential to HDR, High Density Residential
- ii) Ordinance Amendment to Change the Zoning of the Parcel from R-1A, Single Family Residential to R-3C, Multiple Family Residential

Mr. Link reviewed the location of the property. The request was for a comprehensive plan amendment to change the land use designation from low density to high density and to rezone the parcel from single family residential to multiple family residential. He stated the property was approximately 3.5 acres in size and was platted in the 1880's. He explained the lot has remained undeveloped and the lots that were created at that time do not comply with the current zoning requirements. He noted there were platted right-of-ways that had not been used and they were not buildable due to steep topography. He stated if the applicant received Council approval, he would then submit an application for a conditional use permit. At that time the City would be considering the actual site development. The specific issue to be discussed at this time related to a determination of the appropriate land use for the property. The current designation was a low density use. The rationale for the request was that the property was somewhat difficult because of the old right-of-ways and the steep topography. Storm water ponding would be required to serve both the development and the surrounding neighborhood. The proposal would create a single building with 52 units for senior housing. This would leave the remainder of the property open and there would be less grading and tree removal. He noted there was a need for senior housing in the City and that type of development typically would not create as much noise or traffic as a typical multiple family development. He stated there was other multiple family property located to the west of the site. The rationale against the land use was that the density would be a large departure from that of the surrounding area and would create some land use incompatibilities and conflicts. A single, three-story building would

have a mass and size that would be out of proportion with the single family properties that are located in the neighborhood. The proposed density would also be out of character with the existing density of three to four units per acre. He explained Planning staff recommended denial of the requests because the size of the proposed building would be out of character with the neighborhood and the proposed density would be out of line with the single family residential in the neighborhood and it would be a form of spot zoning. He stated the Planning Commission also recommended denial of the requests.

Councilmember Piekarski Krech clarified the request was for the three-story building plus eleven single family lots.

Mr. Link responded in the affirmative. He explained the proposal included eleven single family lots.

Councilmember Piekarski Krech stated there would be space between the single family lots and the proposed development in the area.

Mr. Link stated there would be some open space that would remain as is because of the steep topography.

Mayor Tourville questioned what the long, narrow space was between the green space and two (2) of the single family lots.

Mr. Link stated it was an easement.

Mr. Kuntz explained the space was an NSP lot that contained a power line.

Councilmember Mueller questioned why the storm water ponding would serve other areas when it was installed on the developer's land.

Mr. Link stated there was a need for storm water ponding both for the development and for the neighborhood.

Councilmember Mueller questioned if staff could foresee any issues with the development moving forward if it received Council approval.

Mr. Link stated the applicant had not prepared any detailed site plans for staff to review. He added staff could not say with any certainty what the site plan issues might be. He noted staff believed the 52 unit building would fit on the site, but details related to stormwater, parking, access, and the type of building had not been reviewed because no site plan had been submitted.

Councilmember Mueller opined that spot zoning had been frequently used in the City and the land use designation could have been changed years ago when the comprehensive plan was updated.

Mr. Link stated the property was never considered for a high density residential use before.

Councilmember Piekarski Krech commented it was not typical to put a high density use in the middle of a residential area.

Councilmember Mueller stated he would like to see the development move forward.

Jaren Johnson, attorney representing the applicant, stated his client sought to develop a property that was otherwise undevelopable. He reiterated that the lot had extremely steep topography and stated the proposed amendment and zoning change would allow the highest and best use for the property. He stated development of the property for single family residential use would result in the complete deforestation of the parcel because 84,000 cubic yards of dirt would need to be brought onto the site. He explained that would involve 4,200 belly dump trucks traveling to the site over a six (6) week period to make the site developable. He stated his client has proposed residential construction on the outlying lots to front the existing streets and then construct the multi-family development through the center of the property to mitigate the steep topography. He noted if the property was developed as single family residential the streets that would have to be constructed would benefit the existing residential properties and may result in special assessments for those property owners. He addressed concerns related to increased traffic in the neighborhood as a result of the proposed use and argued that amount of traffic generated would be less than what would be generated by a single family residential development. He

stated with respect to the affect on property values in the neighborhood, his client engaged the services of a real estate broker who opined that the proposed use would not have a negative impact on the values of the single family residential properties in the area. He referenced the League of Minnesota Cities zoning guide for cities in which the issue of spot zoning is addressed. He stated the League specifically acknowledged that cities would have to potentially exercise their legislative powers to make change zoning designations. He noted not every piece of property will be suited for what it was originally zone for. He reviewed the League's comments related to spot zoning and argued that the only viable use for the center portion of the property was a use similar to what was proposed. He stated it would be nearly impossible to build single family residential homes on 60 foot lots given the amount of dirt that would need to be brought in to grade the site. He opined the proposed use would be far less disturbing to the residents in the area. He also argued that the request was not an issue of spot zoning as the proposed use was simply a higher density version of the same use, residential housing. He stated there were a handful of property owners that would be affected by the proposed use and overall it would be less impactful on the existing neighborhood than a single family residential development.

Councilmember Bartholomew opined that a three-story building would be as out of proportion as an industrial use in a residential neighborhood.

Mr. Johnson responded because of the topography of the site the building would be drastically lower than what may be perceived. He stated the building would not be three (3) stories above street grade.

Bill Dumond, 4922 Boyd Avenue, opined that the applicant's attorney was attempting to scare the City into moving forward with the proposed land use and zoning changes. He stated the property was not undevelopable and it would not be impossible to build single family residential homes on the site. He noted several Planning Commissioners commented that similar property challenges were overcome to make the Argenta Hills development work. He stated he would prefer to deal with six (6) weeks of disruption from construction grading than with a use that is inconsistent with what the property was zoned for when he originally purchased his property. He explained when he purchased his property he researched the adjacent lots and knew that someday they could be developed into single family homes. He stated the only thing he would see from his home would be the three-story building and that would be all a potential buyer would see. He opined that the proposed use would negatively affect property values in the neighborhood because a wooded view would be replaced with a view of a building.

Jason Price, 4816 Boyd Avenue, stated prior to purchasing his property he investigated the zoning of the property in question and found it was zoned for future single family residential development. He explained he did not sign up for a view of a building or a parking lot. He expressed concerns related to the affect of the proposed use on property values in the neighborhood. He asked the Council to protect the residents in the area because they did not support the request.

Chris Solberg, 4938 Boyd Avenue, opposed changing the zoning of the property because it would not be consistent with the existing structures in the neighborhood and the established zoning intentions. He stated the rezoning request would not complement the neighborhood and would allow a structure that would be out of place in the neighborhood. He added that rezoning the property would not be conducive to increasing or preserving the existing property values in the neighborhood. He opined the City should work with homeowners to improve property values and their quality of life.

Richard Kollars, 5027 Bryce Avenue, expressed concerns regarding increased traffic. He stated there was no traffic control in place to regulate the increased volume. He opined that the number of traffic incidents would increase.

Mr. Johnson requested that the City Council table the item for 30 days to allow the applicant time to work through some of the issues raised by the neighborhood and the Planning Commission.

Mr. Kuntz stated the second 60-days would expire on June 21, 2014. If the Council did not deal with the issue on May 27th the applicant would need to request an extension.

Mayor Tourville suggested it would be helpful to see renderings of what the view from the neighborhood would be and the elevation of the building.

Councilmember Piekarski Krech stated it was unlikely that the City would issue a permit to allow 4,000 belly dumps on the city streets in the neighborhood.

Mayor Tourville stated generally when the Council considers rezoning requests there is already a specific project in place.

Mr. Price objected to the request to table. He stated the same issues were raised at the Planning Commission meeting and at the neighborhood meeting and the applicant had not changed anything.

Mayor Tourville stated the applicant had not gone beyond the timeframe allowed to address issues and try to make adjustments.

Mr. Dumond also opposed tabling the item. He asked if the residents could submit questions for the developer to answer. He stated it was unfair to delay the issue further because it did affect the families in the neighborhood.

Mayor Tourville stated residents could submit their issues to City staff.

**Motion by Piekarski Krech, second by Madden, to table consideration of the item to May 27, 2014 at the request of the applicant**

**Ayes: 5**

**Nays: 0      Motion carried.**

**PUBLIC WORKS:**

**B. CITY OF INVER GROVE HEIGHTS:** Consider Approval of the Land Alteration Permit (LAP) No. C-094-14 for Luther Company Limited Partnership at 1470 50<sup>th</sup> St. E.

Mr. Kaldunski stated applicant currently had a facility on 50<sup>th</sup> Street that they were looking to expand. He explained the land alteration permit would allow the applicant to grade the site. He reviewed the site and noted it was adjacent to a large wetland depression and ponding area. The developer would construct a large retaining wall that varied in height up to 42 feet tall. He stated the retaining wall would primarily serve to protect a wetland area. The long range plan was to eventually construct a new building in a second phase through a conditional use permit. An extensive storm sewer system would be installed behind the retaining wall to handle drainage. Underground storage for storm water would also be installed under the parking lot. The land alteration permit would include approval of the construction of the retaining wall and mass grading of the site. He noted the applicant would need to obtain a building permit to construct the retaining wall. The storm water management plan met all of the City's criteria and would protect the wetlands. Engineering staff recommended approval of the land alteration permit with the conditions approved by the Environmental Commission and outlined in the resolution.

Councilmember Madden questioned how the retaining wall would be constructed.

Mr. Kaldunski stated it would be a block retaining wall with a geofabric reinforcement behind it and a foundation system at the base. He reiterated the building official would have to issue a permit for construction of the retaining wall and the applicant would be required to have a structural engineer on staff for the design, certification, and inspection of the wall.

Mayor Tourville stated he recalled seeing plans that originally outlined a 28 foot retaining wall and was surprised to see the revised plan with some spots of the retaining wall approaching 40 feet.

Mr. Kaldunski stated the project had evolved over time. He explained the applicant and the City had gone through multiple iterations of the project since 2011. The applicant re-envisioned the project as a result of the great success the business has experienced.

Steve Sabraski, Landform Professional Services, reiterated the project had evolved quite a bit over the course of several years. He stated the retaining wall had grown in size mostly due to the success of the existing business and his client's desire to expand the scope of the project into multiple phases.

Mayor Tourville confirmed the applicant agreed with all of the conditions of approval.

Mr. Sabraski replied in the affirmative.

**Motion by Bartholomew, second by Piekarski Krech, to approve Land Alteration Permit (LAP) No. C-094-14 for Luther Company Limited Partnership at 1470 50<sup>th</sup> St. E.**

**Ayes: 5**

**Nays: 0      Motion carried.**

#### **ADMINISTRATION**

**C. CITY OF INVER GROVE HEIGHTS:** Consider Approval of Separation Agreement with Golf Course Manager

Mr. Lynch explained City Council previously approved changes in the operations and management of the golf course, including the elimination of the golf course manager position. He stated Council directed staff to attempt to reach an amicable separation agreement with the employee serving as the golf course manager. He explained the individual had reviewed and signed the agreement. He outlined the basic terms of the separation agreement. He stated the individual requested the rights to five (5) instructional videos that he produced and starred in during his tenure at Inver Wood. He noted if the agreement was approved by the City or not the individual would be entitled to the pay out for accrued personal and vacation leave. He explained the agreement would also preclude the individual from making any claims against the City going forward.

Councilmember Bartholomew questioned if there was a policy in place related to rights to material produced by individuals while employed by the City.

Mr. Lynch replied in the negative. He explained the only agreement in place was related to the release of photos or videos containing an employee for use by the City on the website or in publications. He noted this was a unique circumstance that did not routinely occur in other departments.

Councilmember Piekarski Krech suggested a policy should be developed regarding intellectual property developed by employees while working for the City.

Councilmember Mueller suggested allowing the individual to retain copies of the videos.

Councilmember Piekarski Krech opined that the release of five (5) videos was a minor issue.

**Motion by Bartholomew, second by Madden, to approve Separation Agreement with Golf Course Manager**

**Ayes: 5**

**Nays: 0      Motion carried.**

**D. CITY OF INVER GROVE HEIGHTS:** Consider Resolutions Reflecting the Elimination of the Golf Course Manager Position, the Assignment of Responsibilities to the other Golf Course Staff, and the Modification of the City's Compensation Plan for Non-Union Employees

Mr. Lynch stated the requested actions were related to the preceding action item. Council directed staff to create position changes in order to handle the duties previously performed by the Golf Course Manager. He explained modified job descriptions were provided for the existing positions at the golf course. He noted red line versions were distributed for review earlier in the day. He stated the major changes made were related to reporting requirements to reflect that there would no longer be a golf course manager. Modifications were also made that related to budget preparation responsibilities. He noted compensation changes were also proposed to correspond to the associated changes in job duties and responsibilities.

Councilmember Piekarski Krech stated based on the information provided it did not seem as though the City eliminated or changed the job description for the Golf Course Manager. She opined that it appeared as though only the title of the position had changed. She stated certain duties had been added, but nothing had been removed or significantly changed from the original job description for the Golf Course Manager.

Mr. Lynch stated the Golf Course Manager position title and job description had been eliminated. Staff attempted to outline how the duties and responsibilities contained within the job description for the Golf Course Manager position would be transferred to the existing and remaining positions at the golf course.

Mayor Tourville questioned if there were items missing from the new job description that Council wanted staff to add or if there were items listed on the new job description that Council wanted eliminated.

Councilmember Piekarski Krech stated her understanding was that the position of Golf Course Manager was eliminated and the corresponding job description would no longer exist as a result of that action. The City would then create or change two (2) positions in order to spread out some of the operational duties. She questioned what those positions or job descriptions were before the changes were made. She reiterated it appeared as though the Golf Course Manager position was not eliminated and only the title of the position and the reporting requirements were amended.

Mr. Lynch noted the immediate supervisor portion of the job descriptions had yet to be modified.

Councilmember Piekarski Krech stated based on the job descriptions provided the operations at the golf course had not been significantly changed.

Councilmember Bartholomew noted that in the agenda packet one of the job descriptions provided had a title of Golf Course Clubhouse Superintendent.

Mr. Carlson stated that was correct and the position would be filled by Matt Moynihan.

Councilmember Piekarski Krech questioned if that was the same position as the Golf Course Operations Coordinator.

Mr. Carlson explained prior to recent Council action, Inver Wood had a Golf Course Manager position that was responsible for the entire operation and all employees that worked at the course reported to that position. He noted the position was also responsible for the entire budget, including clubhouse and maintenance operations. When Council directed that the Golf Course Manager position be eliminated the City needed to modify how the golf course was operated. Staff recommended that a position entitled Golf Course Clubhouse Superintendent be created. The new position would be responsible for Clubhouse Operations and would assist with the budget, but would not be completely responsible for the budget. Budget responsibility would be shifted to the Parks and Recreation Director. The duties performed by the former Golf Course Manager position needed to be separated out between the Golf Course Clubhouse Superintendent and the Golf Course Superintendent. He noted the Golf Course Superintendent would be in charge of golf course maintenance operations. The Golf Course Clubhouse Superintendent was proposed to be paid at a grade lower than that of the former Golf Course Manager position to reflect the changes in duties and responsibilities. He stated even though the Golf Course Manager position was eliminated the City still had to run the course and the duties still needed to be performed by the remaining positions.

Councilmember Piekarski Krech stated her problem was that it seemed as though the job description for the Golf Course Manager position was reused and given a different title.

Mr. Carlson stated the job description was modified so the operations at the course could still function and be supervised by the new Golf Course Clubhouse Superintendent position. He reiterated the new position would not be in charge of the entire scope of golf course operations.

Councilmember Piekarski Krech opined the job description did not reflect that.

Mayor Tourville clarified the Golf Course Manager position was solely responsible for the budget.

Mr. Carlson responded in the affirmative.

Mayor Tourville stated the red line version of the job description for the Golf Course Clubhouse Superintendent did not reflect that the change related to budget responsibility was made.

Mr. Lynch reviewed the changes that were made on the red line version of the job description. He explained the main body of the Golf Course Manager position description was used and modified to reflect

the changes in responsibilities related to operations and budget. He stated the most important responsibility of the previous Golf Course Manager position was administration of the golf course budget and that responsibility was modified for the Golf Course Clubhouse Superintendent position. He reiterated the new position would only be responsible for the golf operations at the course and would not oversee maintenance operations.

Mr. Carlson noted only one position, the Golf Course Clubhouse Superintendent, would receive a compensation modification. All other positions would stay at the same compensation level.

Mayor Tourville clarified that both the Golf Course Clubhouse Superintendent and the Golf Course Superintendent would report to the Parks and Recreation Director.

Mr. Carlson replied in the affirmative.

Mayor Tourville suggested staff should provide final drafts of the job descriptions to the Council that were edited and did not have the red line notations.

Councilmember Bartholomew stated there was no reference to liquor license compliance responsibilities in any of the job descriptions provided in the packet. He questioned if the responsibility would be assigned to the Golf Course Clubhouse Superintendent.

Mr. Carlson replied in the affirmative.

Councilmember Piekarski Krech stated there also needed to be some continuity in the final titles for the various positions.

Mr. Lynch suggested that the item be tabled to allow staff to prepare information that would clearly detail the existing position, new position, and the major changes in each job description. He stated the new job descriptions would be further edited into final drafts.

Councilmember Piekarski Krech suggested that the description of the work environment also be modified to reflect the expectation that the Clubhouse Superintendent would also be expected to be outdoors, not just in an office environment.

Mayor Tourville opined the employees are all aware that they may have to take on other duties from time to time to make the operation of the course run efficiently.

Mr. Lynch explained it was an ADA requirement to outline the typical work environment in job descriptions. He noted the phrase "visits work areas outside of the office" was included in the job description to indicate that the person in the position would be expected to be in both indoor and outdoor environments.

Councilmember Mueller questioned why some of the physical requirements were different for each position.

Mr. Lynch stated it was based on the nature of the work expected to be performed by the person in the position.

Mayor Tourville stated the items would come back to Council on May 12<sup>th</sup>.

Mr. Kuntz requested that the Council take action on the resolution eliminating the Golf Course Manager position.

**Motion by Piekarski Krech, second by Bartholomew, to adopt Resolution No. 14-52 Eliminating the Golf Course Manager Position**

**Ayes: 5**

**Nays: 0      Motion carried.**

The City Council directed staff to bring the remaining items back to the Council for further discussion and review on May 12, 2014.

**FINANCE:****E. CITY OF INVER GROVE HEIGHTS:** Consider 2014 Budget Amendments

Ms. Smith stated the first portion of the item that referred to issues pertaining to Parks and the Golf Course should be tabled to May 12, 2014 because they related to the compensation changes that were not approved in the previous agenda item.

Councilmember Piekarski Krech questioned why there was an operating transfer out to the Parks Capital Replacement fund.

Ms. Smith explained staff's intent was to attempt to keep the budget balanced in the General Fund. The dollars saved within the Parks Department that resulted from the elimination of the Golf Course Manager position would be transferred out to the Parks Capital Replacement Fund.

Councilmember Piekarski Krech questioned why the savings could not be retained in the General Fund to be put towards another use.

Ms. Smith stated that was an option. Staff recommended that it be transferred out to continue to maintain a balanced budget in the General Fund.

**Motion by Piekarski Krech, second by Bartholomew, to table consideration of the budget amendments related to Parks and the Golf Course to May 12, 2014****Ayes: 5****Nays: 0          Motion carried.**

Ms. Smith reviewed the remaining amendments. The first related to a vacant park maintenance worker position. The amount reflected assumed that the position would be filled shortly and it was recommended that the savings of approximately \$25,200 be transferred to the Parks Capital Replacement Fund. The other amendment was related to a Fire department request for a carryover of funds to continue the fire inspection program for \$20,000 and the transfer of \$15,000 to project 14-10 for the fire station no. 3 study.

Councilmember Bartholomew questioned where the specific line items were in the resolution.

Ms. Smith stated the resolution would have to be modified because it included the items that were already tabled by the Council.

**Motion by Piekarski Krech, second by Bartholomew, to adopt Resolution No. 14-53 amending the 2014 Budget for requests related to the Parks Department and the Fire Department****Ayes: 5****Nays: 0          Motion carried.****8. MAYOR & COUNCIL COMMENTS:**

**9. ADJOURN:** Motion by Mueller, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 9:00 pm

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: May 12, 2014  
 Item Type: Consent  
 Contact: Kristi Smith 651-450-2521  
 Prepared by: Bill Schroepfer, Accountant  
 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**

Approve the attached resolution approving disbursements for the period of April 24, 2014 to May 7, 2014.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending May 7, 2014. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$467,083.27
Debt Service & Capital Projects	54,742.84
Enterprise & Internal Service	413,668.20
Escrows	25,763.63
	<hr/>
Grand Total for All Funds	<u><u>\$961,257.94</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 April 24, 2014 to May 7, 2014 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING May 7, 2014**

**WHEREAS**, a list of disbursements for the period ending May 7, 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	\$467,083.27
Debt Service & Capital Projects	54,742.84
Enterprise & Internal Service	413,668.20
Escrows	25,763.63
Grand Total for All Funds	<u><u>\$961,257.94</u></u>

p

Adopted by the City Council of Inver Grove Heights this 12th day of May, 2014.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy City Clerk



# Expense Approval Report

By Fund

Payment Dates 4/24/2014 - 5/7/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
360 COMMUNITIES	1/22//14	01/29/2014	29TH ANNUAL DOMESTIC ABUSE	101.42.4000.421.50080	180.00
3M	05036475	04/30/2014	5918140	101.44.6000.451.60045	50.00
ACE PAINT & HARDWARE	519623/5	04/30/2014	501126	101.44.6000.451.60012	9.60
ACE PAINT & HARDWARE	519632/5	04/30/2014	501126	101.43.5200.443.60016	31.26
ACE PAINT & HARDWARE	519656/5	04/30/2014	501126	101.43.5200.443.60016	275.91
ACE PAINT & HARDWARE	519676/5	05/07/2014	501126	101.43.5200.443.60016	14.95
ACE PAINT & HARDWARE	519703/5	04/30/2014	501126	101.44.6000.451.60012	5.60
ACE PAINT & HARDWARE	519570/5	04/30/2014	501126	101.43.5200.443.60016	11.98
ACE PAINT & HARDWARE	519571/5	04/30/2014	501126	101.44.6000.451.60012	12.79
ADVANCED GRAPHIX, INC.	189837	05/07/2014	4/30/14	101.42.4000.421.50030	120.00
AFSCME COUNCIL 5	INV0028161	05/02/2014	UNION DUES (AFSCME FAIR SHA	101.203.2031000	80.52
AFSCME COUNCIL 5	INV0028162	05/02/2014	UNION DUES (AFSCME FULL SH/	101.203.2031000	681.36
AFSCME COUNCIL 5	INV0028163	05/02/2014	UNION DUES (AFSCME FULL SH/	101.203.2031000	75.15
AMERICAN INFRASTRUCTURE TECHNOLOGIES	14102	05/07/2014	14048	101.43.5200.443.60016	836.50
AT & T MOBILITY	28723771092X04122014	04/30/2014	287237771092	101.41.1000.413.50020	86.79
AT & T MOBILITY	28723771092X04122014	04/30/2014	287237771092	101.43.5100.442.50020	30.93
BEACON ATHLETICS	0435541-IN	04/30/2014	B55077	101.44.6000.451.60016	785.00
BRANDT, BRIAN	4/11/14	05/07/2014	REIMBURSE-APRIL 2014	101.42.4200.423.50065	83.95
BRANDT, BRIAN	4/11/14	05/07/2014	REIMBURSE-APRIL 2014	101.42.4200.423.50075	200.68
CA DEPT OF CHILD SUPPORT SERVICES	INV0028164	05/02/2014	MIGUEL GUADALAJARA FEIN/TA/	101.203.2032100	279.69
CARGILL, INC.	2901679536	04/30/2014	4/10/14	101.43.5200.443.60016	1,522.63
CARGILL, INC.	2901677231	04/30/2014	4/9/14	101.43.5200.443.60016	14,427.70
CENTURY LINK	4/19/14 651 455 9072 782	05/07/2014	651 455 9072 782	101.42.4200.423.50020	41.48
CENTURY LINK	4/7/14 651 451 0205 745	04/30/2014	651 451 0205	101.44.6000.451.50020	58.94
CITY OF MINNEAPOLIS RECEIVABLES	400413004876	05/07/2014	MARCH 2014 TRANSACTIONS FE	101.42.4000.421.30700	2,207.70
CLAREY'S SAFETY EQUIPMENT	155337	05/07/2014	090500	101.42.4200.423.40042	300.00
COMCAST	4/19/14 8772 10 591 00247	04/30/2014	8772 10 591 0024732	101.42.4200.423.30700	3.67
COMCAST	4/5/14 8772 10 591 035952	04/30/2014	8772 10 591 0359526	101.42.4200.423.30700	10.53
CRAWFORD DOOR SALES COMPANY	14082	04/30/2014	4373	101.42.4200.423.40040	74.81
CRITICAL FOCUS	1049	04/30/2014	4/4/14	101.44.6000.451.30700	200.00
DAKOTA COMMUNICATIONS CENTER	IG2014-05	04/30/2014	MAY 2014 DCC FEES	101.42.4000.421.70502	42,672.60
DAKOTA COMMUNICATIONS CENTER	IG2014-05	04/30/2014	MAY 2014 DCC FEES	101.42.4200.423.70501	4,741.40
DAKOTA CTY FINANCIAL SVCS	3/24/14	05/07/2014	EDGE CRS- F. MARTIN, N. HAHN,	101.43.5100.442.50080	175.00
DAKOTA CTY FINANCIAL SVCS	3/24/14	05/07/2014	EDGE CRS- F. MARTIN, N. HAHN,	101.45.3300.419.50080	265.00
DAKOTA CTY FIRE CHIEFS ASSN	2014 ANNUAL DUES	05/07/2014	2014 ANNUAL DUES	101.42.4200.423.50070	150.00
DAKOTA ELECTRIC ASSN	5/7/14	05/07/2014	3/11-5/6	101.43.5400.445.40020	35.92
DAKOTA ELECTRIC ASSN	5/7/14	05/07/2014	3/11-5/6	101.43.5400.445.40020	1,169.20
DAKOTA ELECTRIC ASSN	5/7/14	05/07/2014	3/11-5/6	101.44.6000.451.40020	10.00
DAKOTA ELECTRIC ASSN	5/7/14	05/07/2014	3/11-5/6	101.44.6000.451.40020	339.04
DAKOTA ELECTRIC ASSN	5/7/14	05/07/2014	3/11-5/6	101.44.6000.451.40020	54.88
DAKOTA ELECTRIC ASSN	5/7/14	05/07/2014	3/11-5/6	101.44.6000.451.40020	118.60
ED'S TROPHIES INC.	91586	04/30/2014	9129	101.42.4200.423.30700	128.00
EDWARDS,MICHAEL	4/15/14	05/07/2014	REIMBURSE-PICTURES	101.43.5100.442.60040	80.34
EFTPS	INV0028185	05/02/2014	FEDERAL WITHHOLDING	101.203.2030200	40,609.22
EFTPS	INV0028187	05/02/2014	MEDICARE WITHHOLDING	101.203.2030500	11,032.66
EFTPS	INV0028188	05/02/2014	SOCIAL SECURITY WITHHOLDIN	101.203.2030400	32,917.26
EMERGENCY RESPONSE SOLUTIONS	1977	04/30/2014	4/18/14	101.42.4200.423.60011	84.60
EMMONS & OLIVIER RESOURCES	00095-0041-4	05/07/2014	00095-0041	101.43.5100.442.30300	5,859.00
FEDEX KINKO'S	4/1/14 0116335190	04/30/2014	0116335190	101.44.6000.451.50030	108.88
FERRELLGAS	1078396681	04/30/2014	7754787	101.43.5200.443.60016	63,200.00
FIRST IMPRESSION GROUP, THE	56496	04/30/2014	4363	101.42.4000.421.50030	75.00
FIRSTSCRIBE	2462402	05/07/2014	4/1/14	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0028167	05/02/2014	HSA ELECTION-FAMILY	101.203.2032500	2,985.07
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0028168	05/02/2014	HSA ELECTION-SINGLE	101.203.2032500	3,026.88
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	101.41.1100.413.30550	1.19
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	101.41.2000.415.30550	2.32
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	101.42.4000.421.30550	15.47
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	101.43.5000.441.30550	1.19
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	101.43.5100.442.30550	3.57
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	101.44.6000.451.30550	1.58
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	101.45.3000.419.30550	1.07
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	101.45.3300.419.30550	2.38
GERRY'S FIRE & SAFETY INC	46648	05/07/2014	4/29/14	101.42.4200.423.40042	85.50
GRAINGER	9418482601	04/30/2014	806460150	101.44.6000.451.40040	142.94
HARRIS COMPUTER SYSTEMS	MN00072880	05/07/2014	INV1100	101.45.3300.419.30700	10,100.99
HILDI INC	5537	04/30/2014	GASB 45	101.41.2000.415.30700	250.00
HILLYARD INC	601115910	04/30/2014	274086	101.42.4200.423.60011	277.71
HOME DEPOT CREDIT SERVICES	4/7/14 6035 3220 1712 834	04/30/2014	6035 3220 1712 8343	101.44.6000.451.60016	41.26
HOME DEPOT CREDIT SERVICES	4/7/14 6035 3220 1712 834	04/30/2014	6035 3220 1712 8343	101.44.6000.451.60040	38.85

HOWE, ERIK	2/17/14	04/30/2014	REIMBURSE-BODY ARMOR	101.42.4000.421.60045	479.75
ICMA RETIREMENT TRUST - 457	INV0028169	05/02/2014	ICMA-AGE <49 %	101.203.2031400	4,850.66
ICMA RETIREMENT TRUST - 457	INV0028170	05/02/2014	ICMA-AGE <49	101.203.2031400	4,175.00
ICMA RETIREMENT TRUST - 457	INV0028171	05/02/2014	ICMA-AGE 50+ %	101.203.2031400	1,237.97
ICMA RETIREMENT TRUST - 457	INV0028172	05/02/2014	ICMA-AGE 50+	101.203.2031400	6,012.87
ICMA RETIREMENT TRUST - 457	INV0028173	05/02/2014	ICMA (EMPLOYER SHARE ADMIN	101.203.2031400	73.67
ICMA RETIREMENT TRUST - 457	INV0028182	05/02/2014	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	487.70
IMAGE TREND INC	29291	04/30/2014	4/15/14	101.42.4200.423.30700	3,110.00
INVER GROVE FORD	4/25/14 94917	05/07/2014	94917	101.42.4000.421.70300	267.81
IUOE	INV0028174	05/02/2014	UNION DUES IUOE	101.203.2031000	1,121.75
JOBSEQ	1374516	04/30/2014	315741	101.41.1100.413.50025	334.50
KALDUNSKI, TOM	4/28/14	05/07/2014	REIMBURSE-CEAM DUES	101.43.5100.442.50070	60.00
L.T.G. POWER EQUIPMENT	175776	04/30/2014	5656	101.44.6000.451.60040	309.94
L.T.G. POWER EQUIPMENT	176287	04/30/2014	5656	101.44.6000.451.60040	604.99
LANGUAGE LINE SERVICES	3354048	04/30/2014	9020909043	101.42.4000.421.50020	3.04
LEAGUE OF MN CITIES	199138	04/30/2014	4/23/14	101.41.1000.413.50080	325.00
LELS	INV0028175	05/02/2014	UNION DUES (LELS)	101.203.2031000	1,350.00
LELS SERGEANTS	INV0028183	05/02/2014	UNION DUES (LELS SGT)	101.203.2031000	225.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	101.41.1000.413.30420	7,769.60
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	101.43.5000.441.30420	92.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	101.43.5100.442.30420	820.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	101.44.6000.451.30420	804.40
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	101.45.3200.419.30420	1,070.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	101.45.3300.419.30420	1,123.45
LEVANDER, GILLEN & MILLER P.A.	3/31/14 92000E	04/30/2014	92000E	101.42.4000.421.30410	17,980.91
LOCAL GOVERNMENT INFORMATION SYSTEM	38299	04/30/2014	106325	101.42.4000.421.70501	1,609.00
LOCAL GOVERNMENT INFORMATION SYSTEM	38309	04/30/2014	111541	101.42.4200.423.30700	110.00
LUSSO, GARY	4/28/14	04/30/2014	REFUND-CHICKEN PERMIT	101.41.0000.3414000	25.00
M & J SERVICES, LLC	1022	04/30/2014	4/14	101.43.5200.443.40046	1,920.00
M & J SERVICES, LLC	1023	04/30/2014	4/14/14	101.43.5200.443.40046	590.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1012439000000000	04/30/2014	1127726	101.203.2031700	2,524.82
MADISON NATIONAL LIFE INSURANCE COMPAN	MAY 2014	04/30/2014	GROUP #012439	101.203.2031700	2,524.82
MENARDS - WEST ST. PAUL	51753	04/30/2014	30170270	101.43.5200.443.60016	293.04
MENDOTA HEIGHTS FIRE DEPARTMENT	8	04/30/2014	JUMPER RENTAL	101.42.4200.423.30700	150.00
MID STATE PLUMBING & HEATING, INC.	89181	04/30/2014	2/3/14	101.42.4200.423.40040	2,564.25
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0028165	05/02/2014	RICK JACKSON FEIN/TAXPAYER	101.203.2032100	329.48
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0028166	05/02/2014	JUSTIN PARRANTO FEIN/TAXPA	101.203.2032100	495.61
ML RICE LEADERSHIP CONSULTING	4/25/14	04/30/2014	4/25/14	101.41.1100.413.50080	350.00
MN DEPT OF REVENUE	INV0028186	05/02/2014	STATE WITHHOLDING	101.203.2030300	16,864.21
MN FIRE SERVICE	2561	04/30/2014	4/15/14	101.42.4200.423.30700	220.00
MN FIRE SERVICE CERT BOARD	2581	05/07/2014	4/6/14 EXAM	101.42.4200.423.30700	100.00
MN LIFE INSURANCE CO	MAY 2014	04/30/2014	POLICY #0027324	101.203.2030900	3,140.14
MN NCPERS LIFE INSURANCE	MAY 2014	05/07/2014	MAY 2014	101.203.2031600	368.00
MRPA	8077	05/07/2014	4/25/14	101.44.6000.451.50080	79.00
MRPA	5/16/14	04/30/2014	REGISTRATION-E. BERGUM	101.44.6000.451.50080	25.00
NATURE CALLS, INC.	20636	04/30/2014	MARCH 2014	101.44.6000.451.40065	162.00
NEWMAN SIGNS INC	TI-0272330	04/30/2014	INV001	101.43.5200.443.60016	5,865.02
O'REILLY AUTO PARTS	1767-47911	04/30/2014	1578028	101.43.5200.443.60045	14.99
O'REILLY AUTO PARTS	1767-479117	04/30/2014	15780286	101.43.5200.443.60045	14.99
PARKINK	19100	04/30/2014	4/14/14	101.41.1000.413.60065	78.40
PATNAUDE, JOHN	4/22/14	04/30/2014	4/22/147	101.42.4200.423.50065	50.00
PATNAUDE, JOHN	4/22/14	04/30/2014	4/22/147	101.42.4200.423.50075	172.29
PERA	INV0028176	05/02/2014	PERA COORDINATED PLAN	101.203.2030600	31,484.52
PERA	INV0028177	05/02/2014	EMPLOYER SHARE (EXTRA PER	101.203.2030600	2,518.73
PERA	INV0028178	05/02/2014	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0028179	05/02/2014	EMPLOYER SHARE (PERA DEFIN	101.203.2030600	57.69
PERA	INV0028180	05/02/2014	PERA POLICE & FIRE PLAN	101.203.2030600	12,179.66
PERA	INV0028181	05/02/2014	EMPLOYER SHARE (POLICE & FI	101.203.2030600	18,269.48
PETTY CASH - POLICE	4/28/14	04/30/2014	PETTY CASH 4/28/14	101.42.4000.421.50035	16.94
PETTY CASH - POLICE	4/28/14	04/30/2014	PETTY CASH 4/28/14	101.42.4000.421.50075	90.48
PETTY CASH - POLICE	5/7/14	05/07/2014	PETTY CASH	101.42.4000.421.50075	81.95
PIONEER ATHLETICS	INV512286	05/07/2014	CI5498	101.44.6000.451.60016	484.00
PIONEER ATHLETICS	INV510786	05/07/2014	CI5498	101.44.6000.451.60016	2,396.25
PIONEER ATHLETICS	INV510805	05/07/2014	CI5498	101.44.6000.451.60016	3,045.45
RIVERLAND COMMUNITY COLLEGE	002006SFS-52	04/30/2014	RESCUE SCHOOL	101.42.4200.423.30700	300.00
SCHMIDT, WAYNE & BRENDA	4/8/14 MAILBOX	04/30/2014	REIMBURSE-DAMAGED MAILBO	101.43.5200.443.60016	75.00
SCHROEPFER, WILLIAM	MARCH 2014	04/30/2014	REIMBURSE-MILEAGE MARCH 2	101.41.2000.415.50065	32.03
SCHROEPFER, WILLIAM	APRIL 2014	05/07/2014	REIMBURSE-MILEAGE	101.41.2000.415.50065	43.68
SHARROW LIFTING PRODUCTS	74384	04/30/2014	18200	101.42.4200.423.40042	324.00
SHARROW LIFTING PRODUCTS	74423	04/30/2014	18200	101.42.4200.423.40042	212.00
SOUTHVIEW ANIMAL HOSPITAL	4/18/14	04/30/2014	2014 RABIES CLINIC	101.00.0000.3650000	945.00
SPRINT	842483314-149	04/30/2014	842483314	101.41.1000.413.50020	69.98
SPRINT	842483314-149	04/30/2014	842483314	101.41.1100.413.50020	35.19
SPRINT	842483314-149	04/30/2014	842483314	101.41.2000.415.50020	35.83
SPRINT	842483314-149	04/30/2014	842483314	101.42.4000.421.50020	1,100.06
SPRINT	842483314-149	04/30/2014	842483314	101.42.4200.423.50020	641.70
SPRINT	842483314-149	04/30/2014	842483314	101.43.5000.441.50020	92.75
SPRINT	842483314-149	04/30/2014	842483314	101.43.5100.442.50020	271.45

SPRINT	842483314-149	04/30/2014	842483314	101.43.5200.443.50020	256.51
SPRINT	842483314-149	04/30/2014	842483314	101.44.6000.451.50020	339.59
SPRINT	842483314-149	04/30/2014	842483314	101.45.3000.419.50020	105.35
SPRINT	842483314-149	04/30/2014	842483314	101.45.3300.419.50020	206.81
ST LOUIS PARK, CITY OF	24276	04/30/2014	130115	101.44.6000.451.50080	98.00
ST LOUIS PARK, CITY OF	24277	04/30/2014	133953	101.44.6000.451.50080	98.00
STEENBERG, LUKE	4/22/14	04/30/2014	4/22/14	101.42.4200.423.50065	39.20
STEENBERG, LUKE	4/22/14	04/30/2014	4/22/14	101.42.4200.423.50075	10.18
STRAIGHT RIVER MEDIA	1283	04/30/2014	MAY-JUNE NEWSLETTER	101.41.1100.413.50032	900.00
STREICHER'S	11086767	05/07/2014	285	101.42.4000.421.60018	2,460.15
STREICHER'S	11084318	04/30/2014	285	101.42.4000.421.60018	254.89
T MOBILE	4/8/14 494910368	05/07/2014	494910368	101.43.5100.442.50020	99.98
THOMSON REUTER - WEST	829290921	04/30/2014	1000197212	101.42.4000.421.30700	147.95
TWIN CITIES OCCUPATIONAL HEALTH PC	102205811	05/07/2014	N26-1251001589	101.41.1100.413.30500	60.00
TWIN CITIES OCCUPATIONAL HEALTH PC	102208925	05/07/2014	N26-1251001589	101.41.1100.413.30550	60.00
TWIN SOURCE SUPPLY	00438000	05/07/2014	4/14/14	101.43.5200.443.60045	231.06
UNIFORMS UNLIMITED	201052	05/07/2014	114866	101.42.4000.421.60045	153.50
UNIFORMS UNLIMITED	201069	05/07/2014	114866	101.42.4000.421.60045	14.50
UNIFORMS UNLIMITED	202112	05/07/2014	114866	101.42.4000.421.60045	14.50
UNIFORMS UNLIMITED	200029	04/30/2014	114866	101.42.4000.421.60018	77.50
UNIFORMS UNLIMITED	200588	04/30/2014	14866	101.42.4000.421.60045	174.22
UNIFORMS UNLIMITED	203824	05/07/2014	114866	101.42.4000.421.60045	46.00
UNITED WAY	INV0028184	05/02/2014	UNITED WAY	101.203.2031300	105.00
WAL-MART BUSINESS	4/22/14 6032 2025 3025 71	05/07/2014	6032 2025 3025 7113	101.42.4000.421.60065	123.18
<b>Fund: 101 - GENERAL FUND</b>					<b>420,262.34</b>

RIVER HEIGHTS CHAMBER OF COMMERCE	4555	04/30/2014	APRIL 2014	201.44.1600.465.30700	1,750.00
RIVER HEIGHTS CHAMBER OF COMMERCE	4555	04/30/2014	APRIL 2014	201.44.1600.465.40065	200.00
<b>Fund: 201 - C.V.B. FUND</b>					<b>1,950.00</b>

AMERICAN CARNIVAL MART & PARTY LAND	88803	05/07/2014	50092619	204.44.6100.452.60009	72.95
BUDGET SIGN AND GRAPHICS	57618	04/30/2014	4/21/14	204.44.6100.452.60009	25.00
CAMPOS, RAMON	4/30/14	05/07/2014	REFUND-SOFTBALL	204.207.2070300	34.92
CAMPOS, RAMON	4/30/14	05/07/2014	REFUND-SOFTBALL	204.228.2280100	50.00
CAMPOS, RAMON	4/30/14	05/07/2014	REFUND-SOFTBALL	204.44.0000.3470000	490.08
DRKULAS 32 BOWL	4/30/14	05/07/2014	REFUND-SOFTBALL	204.207.2070300	36.58
DRKULAS 32 BOWL	4/30/14	05/07/2014	REFUND-SOFTBALL	204.44.0000.3470000	513.42
FIRST IMPRESSION GROUP, THE	56745	04/30/2014	3022	204.44.6100.452.50030	420.00
FUN EXPRESS INC	662969905-01	05/07/2014	4/5/14	204.44.6100.452.60009	53.94
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	204.44.6100.452.30550	0.50
MEARS, GRETEL	4/24/14	04/30/2014	REFUND-TRACK PROGRAM	204.44.0000.3470000	20.00
MN SPORTS FEDERATION	4/24/14	05/07/2014	4/24/14	204.44.6100.452.60009	1,679.60
NOTERMANN, JOSEPH	4/30/14	05/07/2014	REFUND-SOFTBALL	204.207.2070300	36.58
NOTERMANN, JOSEPH	4/30/14	05/07/2014	REFUND-SOFTBALL	204.228.2280100	50.00
NOTERMANN, JOSEPH	4/30/14	05/07/2014	REFUND-SOFTBALL	204.44.0000.3470000	513.42
OLD WORLD PIZZA	4/24/14	05/07/2014	4/24/14	204.44.6100.452.60009	212.00
ORN, MARY	4/23/14	05/07/2014	REFUND-TRACK PROGRAM	204.44.0000.3470000	20.00
PUGH, PHYLON	4/23/14	04/30/2014	REFUND-TRACK PROGRAM	204.44.0000.3470000	20.00
SAM'S CLUB	4/23/14 7715 0900 6570 25	05/07/2014	7715 0900 6570 2540	204.44.6100.452.60009	(15.81)
SAM'S CLUB	4/23/14 7715 0900 6570 25	05/07/2014	7715 0900 6570 2540	204.44.6100.452.60009	163.48
SAM'S CLUB	4/23/14 7715 0900 6570 25	05/07/2014	7715 0900 6570 2540	204.44.6100.452.60009	33.72
SPRINT	842483314-149	04/30/2014	842483314	204.44.6100.452.50020	82.61
TAHO SPORTSWEAR	14TF0411 B	04/30/2014	SHORT PAID	204.44.6100.452.60045	0.06
TAHO SPORTSWEAR	14TF0517	04/30/2014	4/14/14	204.44.6100.452.60045	480.00
TARGET BANK	4/18/14 00028954117	04/30/2014	00028954117	204.44.6100.452.60009	27.01
TARGET BANK	4/18/14 00028954117	04/30/2014	00028954117	204.44.6100.452.60009	58.11
WARD, STEPHANIE	4/30/14	05/07/2014	REFUND-SOFTBALL	204.228.2280100	50.00
WONICK, JUDY	4/22/14	04/30/2014	REIMBURSE-MENARDS	204.44.6100.452.60009	8.56
<b>Fund: 204 - RECREATION FUND</b>					<b>5,136.73</b>

ACE PAINT & HARDWARE	519722/5	04/30/2014	501126	205.44.6200.453.60016	8.49
ACE PAINT & HARDWARE	519722/5	04/30/2014	501126	205.44.6200.453.60016	8.49
ACE PAINT & HARDWARE	519765/5	05/07/2014	501126	205.44.6200.453.60016	6.97
ACE PAINT & HARDWARE	519765/5	05/07/2014	501126	205.44.6200.453.60016	6.98
ACE PAINT & HARDWARE	519790/5	05/07/2014	501126	205.44.6200.453.60016	18.79
ACE PAINT & HARDWARE	519812/5	05/07/2014	501126	205.44.6200.453.60016	13.24
APEC	119323	04/30/2014	4/9/14	205.44.6200.453.60016	221.69
BATTERIES PLUS	030-605430	04/30/2014	c-1034	205.44.6200.453.60016	358.80
BUILDING MATERIAL SUPPLY, INC.	34925	04/30/2014	37217	205.44.6200.453.40040	334.50
CARDTRONICS	INV000081380	04/30/2014	LK256394	205.44.6200.453.60065	28.96
CHEYKA, JOANNA	2/15/14	04/30/2014	REIMBURSE-KETTLE BELL CERT	205.44.6200.453.50070	63.20
COMCAST	4/12/14 8772 10591 01271	04/30/2014	8772 10 591 0127188	205.44.6200.453.50070	177.50
COMMON SENSE BUILDING SERVICES, INC.	33362	04/30/2014	CONTRACT APRIL 2014	205.44.6200.453.40040	6,767.85
CRARY, AMY	3/1/14	04/30/2014	REIMBURSE-ZUMBA MILEAGE	205.44.6200.453.50065	280.00
FEDEX KINKO'S	4/1/14 0116335190	04/30/2014	0116335190	205.44.6200.453.60065	9.62
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	205.44.6200.453.30550	5.03
GLEWWE DOORS	169903	05/07/2014	4/21/14	205.44.6200.453.40040	42.00
GLEWWE DOORS	169906	05/07/2014	4/21/14	205.44.6200.453.60016	34.00
GLEWWE DOORS	169906	05/07/2014	4/21/14	205.44.6200.453.60016	34.00
GLEWWE DOORS	169768	04/30/2014	4/8/14	205.44.6200.453.40040	663.30

GRAINGER	9413831430	04/30/2014	806460150	205.44.6200.453.60016	32.64
GRAINGER	9415478206	04/30/2014	806460150	205.44.6200.453.60040	137.12
GRAINGER	9415478206	04/30/2014	806460150	205.44.6200.453.60040	137.11
GRAINGER	9419210217	05/07/2014	806460150	205.44.6200.453.60016	66.96
GRAINGER	9420208168	05/07/2014	806460150	205.44.6200.453.60016	37.90
GRAINGER	9423101576	05/07/2014	806460150	205.44.6200.453.60016	36.98
GRAINGER	9424498856	05/07/2014	806460150	205.44.6200.453.60016	(93.84)
GRAINGER	9425200483	05/07/2014	806460150	205.44.6200.453.60016	68.94
GRAINGER	9428825161	05/07/2014	806460150	205.44.6200.453.60016	57.88
GRAINGER	9428825161	05/07/2014	806460150	205.44.6200.453.60016	57.88
GRAINGER	9428988100	05/07/2014	806460150	205.44.6200.453.60016	67.51
GRAINGER	9428988100	05/07/2014	806460150	205.44.6200.453.60016	67.51
HAWKINS, INC.	3581171	04/30/2014	108815	205.44.6200.453.60024	884.35
HAWKINS, INC.	3581172	04/30/2014	108815	205.44.6200.453.60024	1,275.20
HILLYARD INC	601107309	04/30/2014	274069	205.44.6200.453.60011	618.43
HILLYARD INC	601107309	04/30/2014	274069	205.44.6200.453.60011	618.42
HOME DEPOT CREDIT SERVICES	4/7/14 6035 3220 1712 834	04/30/2014	6035 3220 1712 8343	205.44.6200.453.40040	1,687.94
HOME DEPOT CREDIT SERVICES	4/7/14 6035 3220 1712 834	04/30/2014	6035 3220 1712 8343	205.44.6200.453.60040	21.47
HOME DEPOT CREDIT SERVICES	4/7/14 6035 3220 1712 834	04/30/2014	6035 3220 1712 8343	205.44.6200.453.60040	21.47
HUEBSCH SERVICES	3242203	04/30/2014	92965	205.44.6200.453.40040	168.22
HUEBSCH SERVICES	3242203	04/30/2014	92965	205.44.6200.453.40040	55.32
HUEBSCH SERVICES	3256470	05/07/2014	92965	205.44.6200.453.40040	168.22
HUEBSCH SERVICES	3256470	05/07/2014	92965	205.44.6200.453.40040	55.32
ICE SKATING INSTITUTE	29124275	04/30/2014	0020075	205.44.6200.453.50070	25.00
ISD #199	4/24/14	05/07/2014	REFUND-OVERPAYMENT HOC	205.44.0000.3492001	150.00
IT'S TIME LLC	21114	04/30/2014	FAMILY TIMES APRIL/MAY 2013	205.44.6200.453.50025	150.00
KELLER, TOM	1/18/14	05/07/2014	REIMBURSE-GROUP EXERCISE	205.44.6200.453.50070	79.65
KURANISHI, MARIE	1/25/14	04/30/2014	REIMBURSE-YMCA WATER CERT	205.44.6200.453.50070	26.05
MRPA	8077	05/07/2014	4/25/14	205.44.6200.453.50080	79.00
NAC MECHANICAL & ELECTRICAL SERVICE	101377	04/30/2014	8712-1	205.44.6200.453.40040	2,125.17
NAC MECHANICAL & ELECTRICAL SERVICE	101381	04/30/2014	8712-1	205.44.6200.453.40040	2,763.14
NAC MECHANICAL & ELECTRICAL SERVICE	101573	04/30/2014	8712-1	205.44.6200.453.40040	660.00
OLD WORLD PIZZA	4/24/14	05/07/2014	4/24/14	205.44.6200.453.76050	228.00
PETTY CASH - ATM	JAN-MAR 2014	04/30/2014	JAN-MAR BANK FEES	205.44.6200.453.70440	20.32
PIONEER PRESS	0314414398	04/30/2014	414398	205.44.6200.453.50025	650.00
R & R SPECIALTIES OF WI, INC.	0054650-IN	05/07/2014	IGHVET	205.44.6200.453.40042	54.00
ROACH, RICK	4/30/14	05/07/2014	REIMBURSE-MILEAGE	205.44.6200.453.50065	78.40
SAM'S CLUB	4/23/14 7715 0900 6160 69	05/07/2014	7715 0900 6060 6950	205.44.6200.453.60040	179.82
SAM'S CLUB	4/23/14 7715 0900 6160 69	05/07/2014	7715 0900 6060 6950	205.44.6200.453.60065	10.68
SAM'S CLUB	4/23/14 7715 0900 6160 69	05/07/2014	7715 0900 6060 6950	205.44.6200.453.60065	36.52
SAM'S CLUB	4/23/14 7715 0900 6160 69	05/07/2014	7715 0900 6060 6950	205.44.6200.453.60065	22.69
SAM'S CLUB	4/23/14 7715 0900 6160 69	05/07/2014	7715 0900 6060 6950	205.44.6200.453.60065	9.96
SAM'S CLUB	4/23/14 7715 0900 6160 69	05/07/2014	7715 0900 6060 6950	205.44.6200.453.76050	48.65
SAM'S CLUB	4/23/14 7715 0900 6160 69	05/07/2014	7715 0900 6060 6950	205.44.6200.453.76100	9.36
SIGN RESULTS LLC	4/16/14-5/5/14	04/30/2014	4/16/14-5/5/14	205.44.6200.453.40050	175.00
SLOAN, MARY	2/15/14	04/30/2014	REIMBURSE-KETTLE BELL CERT	205.44.6200.453.50070	103.30
SPRINT	842483314-149	04/30/2014	842483314	205.44.6200.453.50020	87.45
SPRINT	842483314-149	04/30/2014	842483314	205.44.6200.453.50020	87.44
SPRINT	842483314-149	04/30/2014	842483314	205.44.6200.453.50020	16.51
SPRINT	842483314-149	04/30/2014	842483314	205.44.6200.453.50020	20.51
SPRINT	842483314-149	04/30/2014	842483314	205.44.6200.453.50020	41.02
TARGET BANK	4/18/14 00028954117	04/30/2014	00028954117	205.44.6200.453.60065	58.85
W W GOETSCH ASSOC INC	92341	04/30/2014	4/3/14	205.44.6200.453.40040	498.00
ZERAHN, DANA	4/21/14	04/30/2014	OVERPAYMENT REFUND BDAY F	205.207.2070300	3.33
ZERAHN, DANA	4/21/14	04/30/2014	OVERPAYMENT REFUND BDAY F	205.44.0000.3492900	46.67
<b>Fund: 205 - COMMUNITY CENTER</b>					<b>23,876.85</b>
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	290.45.3000.419.30550	0.11
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	290.45.3000.419.30420	336.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	290.45.3000.419.30420	3,021.24
PROGRESS PLUS	163	05/07/2014	6/1/14-12/31/14	290.45.3000.419.50070	12,500.00
<b>Fund: 290 - EDA</b>					<b>15,857.35</b>
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	402.44.6000.451.30420	27.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	402.44.6000.451.30420	270.00
<b>Fund: 402 - PARK ACQ. &amp; DEV. FUND</b>					<b>297.00</b>
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	425.72.5900.725.30420	8.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	425.72.5900.725.30420	1,188.00
<b>Fund: 425 - 2005 IMPROVEMENT FUND</b>					<b>1,196.00</b>
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	427.72.5900.727.30420	392.00
<b>Fund: 427 - 2007 IMPROVEMENT FUND</b>					<b>392.00</b>
AMERICAN ENGINEERING TESTING, INC.	61877	05/07/2014	INV001	434.73.5900.734.30340	4,176.46
KIMLEY-HORN & ASSOCIATES, INC.	5698625	05/07/2014	160509020.3	434.73.5900.734.30300	6,650.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	434.73.5900.734.30420	457.50
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	434.73.5900.734.30420	627.00
<b>Fund: 434 - 2014 IMPROVEMENT FUND</b>					<b>11,910.96</b>

BRAUN INTERTEC CORPORATION	604440	05/07/2014	9825C	440.74.5900.740.30340	957.50
COUNTING CARS	924	05/07/2014	ROLL OF TAPE-6	440.74.5900.740.60040	102.00
FLORENCE A. LUSHANKO TRUST AGREEMENT	4/10/14	04/30/2014	CITY PROJECT 2014-09D	440.74.5900.740.80100	7,000.00
KIMLEY-HORN & ASSOCIATES, INC.	5698625	05/07/2014	160509020.3	440.74.5900.740.30300	10,833.38
KROMSCHROEDER, JAMES	4/23/14	05/02/2014	PROJECT 1409D EASEMENT/ROV	440.74.5900.740.80100	12,200.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	440.74.5900.740.30420	2,788.00
METZEN APPRAISALS	4/8/14	05/07/2014	4/8/14	440.74.5900.740.30700	1,500.00

**Fund: 440 - PAVEMENT MANAGEMENT PROJ 35,380.88**

BOLTON & MENK, INC.	0164939	05/07/2014	T18.107661	446.74.5900.746.30300	3,059.00
EMMONS & OLIVIER RESOURCES	00095-0037-13	05/07/2014	T18.107661	446.74.5900.746.30700	259.50
EMMONS & OLIVIER RESOURCES	00095-0042-4	05/07/2014	00095-0037	446.74.5900.746.30300	134.25
EMMONS & OLIVIER RESOURCES	00095-0043-4	05/07/2014	00095-0043	446.74.5900.746.30300	615.25
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	446.74.5900.746.30420	498.00

**Fund: 446 - NW AREA 4,566.00**

JOEL CARLSON	4/15/14	05/07/2014	MAY 2014	451.75.5900.751.30700	1,000.00
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**Fund: 451 - HOST COMMUNITY FUND 1,000.00**

ACE PAINT & HARDWARE	519674/5	05/07/2014	501126	501.50.7100.512.60016	8.82
ACE PAINT & HARDWARE	519563/5	04/30/2014	501126	501.50.7100.512.60016	3.92
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	501.50.7100.512.30550	3.45
HD SUPPLY WATERWORKS LTD	C218923	04/30/2014	099872	501.50.7100.512.75500	312.67
HD SUPPLY WATERWORKS LTD	C219347	04/30/2014	099872	501.50.7100.512.40043	38.17
HD SUPPLY WATERWORKS LTD	C218703	04/30/2014	099872	501.50.7100.512.40042	372.00
KAT-KEY'S LOCK & SAFE CO.	104458	05/07/2014	3/28/14	501.50.7100.512.60016	147.92
MN PIPE & EQUIPMENT	0311876	04/30/2014	2195	501.50.7100.512.60016	1,546.92
MN PIPE & EQUIPMENT	0311970	04/30/2014	2195	501.50.7100.512.60016	168.42
SHANK CONSTRUCTORS, INC.	3/31/14	04/30/2014	1265	501.50.7100.512.40042	2,993.00
SHORT ELLIOTT HENDRICKSON, INC.	280062	04/30/2014	4340	501.50.7100.512.30300	2,466.64
SPRINT	842483314-149	04/30/2014	842483314	501.50.7100.512.50020	353.64

**Fund: 501 - WATER UTILITY FUND 8,415.57**

GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	502.51.7200.514.30550	2.50
METROPOLITAN COUNCIL ENVIRON SRVCS	0001031811	04/30/2014	5084	502.51.7200.514.40015	135,167.27

**Fund: 502 - SEWER UTILITY FUND 135,169.77**

ACE PAINT & HARDWARE	519524/5	04/30/2014	501126	503.52.8600.527.60020	49.98
ACE PAINT & HARDWARE	519526/5	04/30/2014	501126	503.52.8600.527.60012	16.57
ACE PAINT & HARDWARE	519553/5	04/30/2014	501126	503.52.8600.527.60020	23.80
ARAMARK REFRESHMENT SERVICES	1121070	04/30/2014	48128X	503.52.8300.524.60065	69.15
ARAMARK REFRESHMENT SERVICES	9975726	04/30/2014	48128	503.52.8300.524.76100	97.98
ARAMARK UNIFORM SERVICES	INV0027995	04/30/2014	7925012342	503.52.8600.527.60045	60.13
ARAMARK UNIFORM SERVICES	629-7980558	05/07/2014	792502342	503.52.8600.527.60045	48.32
ARCTIC GLACIER, INC.	461410401	04/30/2014	1726134	503.52.8300.524.76050	133.48
CHECKVIEW CORPORATION	300200822	04/30/2014	64035	503.52.8500.526.50055	237.50
COCA COLA BOTTLING COMPANY	0128514410	04/30/2014	4/16/14	503.52.8300.524.76100	1,872.08
COCA COLA BOTTLING COMPANY	0119556815	04/30/2014	4/18/14	503.52.8300.524.76100	131.27
COCA COLA BOTTLING COMPANY	0128456921	04/30/2014	4/18/14	503.52.8300.524.76100	197.52
COCA COLA BOTTLING COMPANY	0148619910	05/07/2014	4/24/14	503.52.8300.524.76100	743.16
COLLEGE CITY BEVERAGE	11268	04/30/2014	3952	503.52.8300.524.76150	775.40
COLLEGE CITY BEVERAGE	324672	04/30/2014	3592	503.52.8300.524.76150	548.30
COPY RIGHT	62765	04/30/2014	4/21/14	503.52.8500.526.60065	382.61
COVERALL OF THE TWIN CITIES INC	7070200994	05/07/2014	707-2469	503.52.8500.526.40040	712.38
CUTTER & BUCK	92636702	04/30/2014	1006103	503.52.8000.521.60045	1,371.43
DAKOTA ELECTRIC ASSN	5/7/14	05/07/2014	3/11-5/6	503.52.8600.527.40020	238.82
DAVIS EQUIPMENT CORPORATION	T123125	05/07/2014	T11331	503.52.8600.527.40042	371.89
DEADPERFECT GOLF	25580	05/07/2014	3/21	503.52.8200.523.76400	534.76
DEX MEDIA EAST	4/20/14 110360619	04/30/2014	110360619	503.52.8500.526.50025	44.90
DRAFT TECHNOLOGIES	04181405	04/30/2014	4/18/14	503.52.8300.524.40042	50.00
GARY'S PEST CONTROL	49072	04/30/2014	4/14/14	503.52.8500.526.70600	72.31
GMS INDUSTRIAL SUPPLIES, INC.	003769	04/30/2014	0001869	503.52.8600.527.40042	296.82
GRANDMA'S BAKERY	446060	04/30/2014	24400	503.52.8300.524.76050	19.33
GRANDMA'S BAKERY	446732	04/30/2014	24400	503.52.8300.524.76050	36.71
GRANDMA'S BAKERY	446745	04/30/2014	24400	503.52.8300.524.76050	33.52
GRANDMA'S BAKERY	447001	04/30/2014	24400	503.52.8300.524.76050	36.69
GRANDMA'S BAKERY	447371	05/07/2014	24400	503.52.8300.524.76050	19.31
GRANDMA'S BAKERY	448000	05/07/2014	24400	503.52.8300.524.76050	41.85
GRANDMA'S BAKERY	448313	05/07/2014	24400	503.52.8300.524.76050	45.09
HANCO CORPORATION	717863	05/07/2014	332801	503.52.8600.527.60014	299.04
HANCO CORPORATION	717864	05/07/2014	332801	503.52.8600.527.60014	10.84
HEGGIES PIZZA	1079304	04/30/2014	1708	503.52.8300.524.76050	179.10
JJ TAYLOR DIST. COMPANY OF MN	2203799	04/30/2014	00834	503.52.8300.524.76150	438.80
JJ TAYLOR DIST. COMPANY OF MN	2211677	04/30/2014	00834	503.52.8300.524.76150	333.20
M. AMUNDSON LLP	172118	04/30/2014	902858	503.52.8300.524.76050	960.04
MENARDS - WEST ST. PAUL	51458	04/30/2014	30170265	503.52.8600.527.60012	60.85
METZ, JOEL	4/24/14	05/07/2014	REIMBURSE-STEEL TOE	503.52.8600.527.60065	139.95
OURRAY SPORTSWEAR, LLC	ARINV-132999	04/30/2014	123652	503.52.8200.523.76200	927.00
PING	12236254	04/30/2014	4085	503.52.8200.523.76350	91.07
REED'S SALES & SERVICE	131089	04/30/2014	INC1191	503.52.8600.527.40042	14.23

REED'S SALES & SERVICE	131583	04/30/2014	INC1191	503.52.8600.527.40042	94.15
SPRINT	842483314-149	04/30/2014	842483314	503.52.8500.526.50020	115.57
TAYLOR MADE GOLF COMPANY INC	22094790	04/30/2014	602343	503.52.8200.523.76200	127.50
TDS METROCOM	4/13/14	04/30/2014	651 457 3667	503.52.8500.526.50020	239.92
US FOODSERVICE	4666578	04/30/2014	03805983	503.52.8300.524.76050	1,593.44
US FOODSERVICE	4773916	04/30/2014	03805983	503.52.8300.524.60065	38.44
US FOODSERVICE	4813574	04/30/2014	03805983	503.52.8300.524.76050	693.14
US FOODSERVICE	4986952	05/07/2014	03805983	503.52.8300.524.76050	460.43
WINFIELD SOLUTIONS, LLC	000059230954	05/07/2014	156650	503.52.8600.527.80300	762.56
WINFIELD SOLUTIONS, LLC	000059230959	05/07/2014	156650	503.52.8600.527.60035	3,786.86
WINFIELD SOLUTIONS, LLC	000059230961	05/07/2014	156650	503.52.8600.527.60035	1,382.28
WINFIELD SOLUTIONS, LLC	000059231268	05/07/2014	156650	503.52.8600.527.60030	552.15
WINFIELD SOLUTIONS, LLC	000059252852	05/07/2014	1566650	503.52.8600.527.60030	130.92

**Fund: 503 - INVER WOOD GOLF COURSE**

**22,744.54**

GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	602.00.2100.415.30550	0.05
KENNEDY & GRAVEN	119617	04/30/2014	NV125-00045	602.00.2100.415.30420	67.80
LEAGUE OF MN CITIES INS TRUST	27329	05/07/2014	0200037029	602.00.2100.415.50009	73,375.75
LEAGUE OF MN CITIES INS TRUST	46609	05/07/2014	CM35881	602.00.2100.415.50010	39,310.50
LEAGUE OF MN CITIES INS TRUST	46609	05/07/2014	CM35881	602.00.2100.415.50010	4,250.75
LEAGUE OF MN CITIES INS TRUST	46609	05/07/2014	CM35881	602.00.2100.415.50011	37,332.75
LEAGUE OF MN CITIES INS TRUST	46609	05/07/2014	CM35881	602.00.2100.415.50012	9,797.00
LEAGUE OF MN CITIES INS TRUST	46609	05/07/2014	CM35881	602.00.2100.415.50015	455.50
LEAGUE OF MN CITIES INS TRUST	46609	05/07/2014	CM35881	602.00.2100.415.50016	3,105.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	602.00.2100.415.30420	144.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	602.00.2100.415.30420	388.00
MCMURCHIE, AL	SETTLEMENT	05/07/2014	SETTLEMENT AGREEMENT	602.00.2100.415.70600	30,000.00

**Fund: 602 - RISK MANAGEMENT**

**198,227.10**

3M	05036475	04/30/2014	5918140	603.00.5300.444.60045	50.00
ACE PAINT & HARDWARE	519705/5	05/07/2014	501126	603.00.5300.444.40041	4.29
ACE PAINT & HARDWARE	519541/5	04/30/2014	501126	603.00.5300.444.40041	13.25
ACE PAINT & HARDWARE	519555/5	04/30/2014	501126	603.00.5300.444.60012	6.99
ADVANCED GRAPHIX, INC.	189826	05/07/2014	4/28/14	603.00.5300.444.40041	100.00
BFG SUPPLY COMPANY LLC	182001-00	05/07/2014	804946	603.00.5300.444.40041	486.18
COMMON SENSE BUILDING SERVICES, INC.	33362	04/30/2014	CONTRACT APRIL 2014	603.00.5300.444.40040	273.76
CUSTOM FIRE APPARATUS INC	15389	04/30/2014	3/24/14	603.00.5300.444.40041	33.17
EMERGENCY AUTOMOTIVE TECHNOLOGIES	JC030614-10CM	05/07/2014	3/13/14	603.00.5300.444.40041	137.52
FACTORY MOTOR PARTS COMPANY	1-4337505	12/18/2013	10799	603.00.5300.444.40041	244.04
FACTORY MOTOR PARTS COMPANY	1-4339631	12/24/2013	10799	603.00.5300.444.40041	16.03
FACTORY MOTOR PARTS COMPANY	1-4339631	12/24/2013	10799	603.140.1450050	105.99
FACTORY MOTOR PARTS COMPANY	1-4341872	12/31/2013	10799	603.00.5300.444.40041	16.03
FACTORY MOTOR PARTS COMPANY	1-4341872	12/31/2013	10799	603.140.1450050	105.99
FACTORY MOTOR PARTS COMPANY	1-4343263	12/24/2013	10799	603.00.5300.444.40041	16.03
FACTORY MOTOR PARTS COMPANY	1-4343263	12/24/2013	10799	603.140.1450050	105.99
FACTORY MOTOR PARTS COMPANY	1-4329285	12/02/2013	10799	603.00.5300.444.40041	(102.60)
FACTORY MOTOR PARTS COMPANY	1-4343998	12/31/2013	10799	603.00.5300.444.40041	(25.65)
FACTORY MOTOR PARTS COMPANY	1-4347883	12/31/2013	10799	603.00.5300.444.40041	(67.33)
FACTORY MOTOR PARTS COMPANY	1-4343712	12/31/2013	10799	603.00.5300.444.40041	(122.02)
FACTORY MOTOR PARTS COMPANY	1-4331296	12/04/2013	10799	603.00.5300.444.40041	(356.33)
FACTORY MOTOR PARTS COMPANY	CM0000554	12/18/2013	10799	603.00.5300.444.40041	(25.65)
FACTORY MOTOR PARTS COMPANY	CM0000555	12/18/2013	10799	603.00.5300.444.40041	(76.95)
FACTORY MOTOR PARTS COMPANY	1-Z00983	04/30/2014	10799	603.140.1450050	86.87
FACTORY MOTOR PARTS COMPANY	1-4414454	04/09/2014	10799	603.00.5300.444.40041	15.00
FACTORY MOTOR PARTS COMPANY	1-4414454	04/09/2014	10799	603.140.1450050	101.57
FORCE AMERICA, INC.	01424409	04/30/2014	366100	603.140.1450050	203.60
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	603.00.5300.444.30550	1.19
GOPHER BEARING	5803647	05/07/2014	0782358	603.00.5300.444.40041	68.32
INVER GROVE FORD	5142505	05/07/2014	4/17/14	603.00.5300.444.40041	347.46
INVER GROVE FORD	5142739	05/07/2014	4/21/14	603.00.5300.444.40041	24.80
INVER GROVE FORD	5143040	05/07/2014	4/24/14	603.00.5300.444.40041	101.60
INVER GROVE FORD	5143072	05/07/2014	4/24/14	603.00.5300.444.40041	18.98
KAT-KEY'S LOCK & SAFE CO.	104458	05/07/2014	3/28/14	603.00.5300.444.40040	1,780.00
KIMBALL MIDWEST	3490217	04/30/2014	222006	603.00.5300.444.60012	140.98
KIRVIDA FIRE, INC.	3938	04/30/2014	4/16/14	603.00.5300.444.40041	325.00
MASTER TRANSMISSION	218493	04/30/2014	3177	603.00.5300.444.40041	201.31
O'REILLY AUTO PARTS	1767-478764	05/07/2014	1578028	603.00.5300.444.40041	766.91
O'REILLY AUTO PARTS	1767-470944	04/30/2014	1578028	603.00.5300.444.40041	9.58
O'REILLY AUTO PARTS	1767-478942	05/07/2014	1578028	603.00.5300.444.40041	87.16
O'REILLY AUTO PARTS	1767-478944	04/30/2014	1578028	603.00.5300.444.40041	9.58
O'REILLY AUTO PARTS	1767-479077	05/07/2014	1578028	603.00.5300.444.40041	49.73
O'REILLY AUTO PARTS	1767-479077	05/07/2014	1578028	603.140.1450050	6.31
O'REILLY AUTO PARTS	1767-479093	05/07/2014	1578028	603.00.5300.444.60012	14.98
O'REILLY AUTO PARTS	1767-479109	05/07/2014	1578028	603.00.5300.444.40041	5.99
O'REILLY AUTO PARTS	1767-479146	05/07/2014	1578028	603.00.5300.444.40041	38.79
O'REILLY AUTO PARTS	1767-479305	05/07/2014	1578028	603.00.5300.444.60012	3.99
O'REILLY AUTO PARTS	1767-479508	05/07/2014	1578028	603.00.5300.444.40041	69.58
O'REILLY AUTO PARTS	1767-479924	05/07/2014	1578028	603.00.5300.444.40041	51.84
O'REILLY AUTO PARTS	1767-479932	05/07/2014	1578028	603.00.5300.444.40041	25.98
O'REILLY AUTO PARTS	1767-479977	05/07/2014	1578028	603.00.5300.444.60012	33.46

O'REILLY AUTO PARTS	1767-480224	05/07/2014	1578028	603.00.5300.444.40041	57.10
O'REILLY AUTO PARTS	1767-480345	05/07/2014	1578028	603.00.5300.444.40041	68.60
O'REILLY AUTO PARTS	1767-480346	05/07/2014	1578028	603.00.5300.444.40041	25.98
O'REILLY AUTO PARTS	1767-476926	04/30/2014	1578028	603.00.5300.444.40041	5.43
O'REILLY AUTO PARTS	1767-477664	04/30/2014	1578028	603.00.5300.444.40041	19.00
O'REILLY AUTO PARTS	1767-477702	04/30/2014	1578028	603.00.5300.444.40041	(19.00)
O'REILLY AUTO PARTS	1767-477747	04/30/2014	1578028	603.00.5300.444.60012	16.80
O'REILLY AUTO PARTS	1767-477822	04/30/2014	1578028	603.00.5300.444.40041	17.09
O'REILLY AUTO PARTS	1767-477824	04/30/2014	1578028	603.00.5300.444.40041	90.03
O'REILLY AUTO PARTS	1767-478943	05/07/2014	1578028	603.00.5300.444.40041	(249.88)
O'REILLY AUTO PARTS	1767-480405	05/07/2014	1578028	603.00.5300.444.40041	(28.55)
O'REILLY AUTO PARTS	1767-480408	05/07/2014	1578028	603.00.5300.444.40041	(34.30)
PAUL'S AUTO & TIRE, INC.	63766	05/07/2014	4/17/14	603.00.5300.444.40041	77.00
SPRINT	842483314-149	04/30/2014	842483314	603.00.5300.444.50020	97.70
TRENCHERS PLUS, INC.	IT81551	04/30/2014	R03634	603.00.5300.444.40041	827.44
TRUCK UTILITIES, INC.	0267170	05/07/2014	000154	603.00.5300.444.40041	1,005.30
ZARNOTH BRUSH WORKS	0148913-IN	05/07/2014	INV1669	603.00.5300.444.40041	898.15

**Fund: 603 - CENTRAL EQUIPMENT**

**8,403.18**

COORDINATED BUSINESS SYSTEMS	CNIN146217	05/07/2014	4502512	604.00.2200.416.40050	396.78
COORDINATED BUSINESS SYSTEMS	CNIN146245	05/07/2014	4502512	604.00.2200.416.40050	132.26
OFFICEMAX INC	222727	04/30/2014	687054	604.00.2200.416.60005	478.09
OFFICEMAX INC	222727	04/30/2014	687054	604.00.2200.416.60010	117.24
OFFICEMAX INC	226015	05/07/2014	687054	604.00.2200.416.60010	24.99
OFFICEMAX INC	974688	04/30/2014	687054	604.00.2200.416.60005	150.95
OFFICEMAX INC	974688	04/30/2014	687054	604.00.2200.416.60010	155.04

**Fund: 604 - CENTRAL STORES**

**1,455.35**

BETTS, BETH	1057	05/07/2014	4/21/14	605.00.7500.460.30700	585.98
COMMON SENSE BUILDING SERVICES, INC.	33362	04/30/2014	CONTRACT APRIL 2014	605.00.7500.460.40040	3,478.41
HILLYARD INC	601107358	05/07/2014	274069	605.00.7500.460.60011	134.53
HILLYARD INC	601107359	05/07/2014	274069	605.00.7500.460.60011	374.62
HILLYARD INC	601111115	05/07/2014	274069	605.00.7500.460.60011	47.14
HILLYARD INC	700125154	04/30/2014	4/30/14	605.00.7500.460.60040	243.00
HOME DEPOT CREDIT SERVICES	4/13/14 6035 3225 0206 15	05/07/2014	6035 3225 0206 1959	605.00.7500.460.60011	63.77
HORWITZ NS/I	W31217	05/07/2014	CITYOFIGH	605.00.7500.460.40040	1,124.47
HUEBSCH SERVICES	3249321	05/07/2014	100075	605.00.7500.460.40065	107.49
LONE OAK COMPANIES	4/28/14	04/28/2014	UTILITY BILLS	605.00.7500.460.50035	1,493.16
P&D MECHANICAL CONTRACTING CO.	10166	05/07/2014	INVER	605.00.7500.460.40040	1,216.00
ZEE MEDICAL SERVICE	54183854	04/30/2014	4/2/14	605.00.7500.460.60065	59.40

**Fund: 605 - CITY FACILITIES**

**8,927.97**

AT & T MOBILITY	28723771092X04122014	04/30/2014	287237771092	606.00.1400.413.50020	25.93
CDW GOVERNMENT INC	KZ73436	05/07/2014	FFJPO17	606.00.1400.413.80620	13,200.00
GENESIS EMPLOYEE BENEFITS, INC	23404	04/30/2014	3/31/14	606.00.1400.413.30550	1.19
INTEGRA TELECOM	11922873	05/07/2014	645862	606.00.1400.413.50020	790.14
MID-AMERICA BUSINESS SYSTEMS	3/22/14-3/22/15	05/07/2014	MAINTENANCE AGREEMENT 3/2	606.00.1400.413.50070	9,390.00
NDC4	42014-A	05/07/2014	WEB STREAMING 2014	606.00.1400.413.30700	6,586.00
SPRINT	842483314-149	04/30/2014	842483314	606.00.1400.413.50020	88.14
TDS METROCOM	4/13/14 651 451 1944	05/07/2014	651 451 1944	606.00.1400.413.50020	243.32

**Fund: 606 - TECHNOLOGY FUND**

**30,324.72**

ARAMARK REFRESHMENT SERVICES	39398 B	04/30/2014	SHORT PAID ORIGINAL INVOICE	702.229.2286500	17.13
ARAMARK REFRESHMENT SERVICES	1112261 B	04/30/2014	SHORT PAID ORIGINAL INVOICE	702.229.2286500	17.13
ARAMARK REFRESHMENT SERVICES	85198 B	04/30/2014	SHORT PAID ORIGINAL INVOICE	702.229.2286500	17.13
BARR ENGINEERING COMPANY	23190328.14-22	05/07/2014	2/22/14-3/21/14	702.229.2285400	2,900.00
BARR ENGINEERING COMPANY	23190328.14-22	05/07/2014	2/22/14-3/21/14	702.229.2303801	7,050.00
DAKOTA CTY ATTORNEY	11-003593	05/07/2014	VEHICLE FORFEITURE	702.229.2291000	431.03
EMMONS & OLIVIER RESOURCES	00095-0037-10	05/07/2014	00095-0037	702.229.2298301	4,054.50
EMMONS & OLIVIER RESOURCES	00095-0038-8	05/07/2014	00095-0038	702.229.2282200	26.75
EMMONS & OLIVIER RESOURCES	00095-0037-12	05/07/2014	00095-0037	702.229.2298301	341.75
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2284001	175.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2287101	33.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2289901	589.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2290701	375.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2291000	848.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2291701	88.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2296601	711.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2297001	813.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2297601	857.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2297601	431.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2297900	187.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2298001	33.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2298701	219.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2300201	33.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2300601	44.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2301201	33.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2302201	44.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2303201	608.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2303301	55.00

LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2303601	33.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2303801	3,310.00
LEVANDER, GILLEN & MILLER P.A.	3/31/14 81000E	04/30/2014	81000E	702.229.2304001	66.00
PETTY CASH - POLICE	4/28/14	04/30/2014	PETTY CASH 4/28/14	702.229.2291000	85.00
PETTY CASH - POLICE	5/7/14	05/07/2014	PETTY CASH	702.229.2291000	103.75
SCOTT COUNTY CLERK OF COURT	2014000954	04/30/2014	ANDRE LEE NONEY	702.229.2291000	185.00
STATE TREASURER'S OFFICE	11-003593	05/07/2014	VEHICLE FORFEITURE	702.229.2291000	55.03
THOMAS, MIKE	4/30/14	05/07/2014	ESCROW FUND RELEASE	702.229.2303101	894.43
<b>Fund: 702 - ESCROW FUND</b>					<b>25,763.63</b>

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<b>Grand Total</b>					<b>961,257.94</b>
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**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Agreement for 2014 Citizen-Assisted Lake Monitoring Program (CAMP)**

Meeting Date: May 12, 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:
<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: Funding provided by Storm Water Utility

**PURPOSE/ACTION REQUESTED**

Approve the Intergovernmental Agreement between the Metropolitan Council and the City of Inver Grove Heights for the 2014 Water Quality Sampling Program.

The City has participated in the CAMP (Citizen Assisted Lake Monitoring Program) since 1995. The lake monitoring program involves collection of in-lake samples from 192 lakes in the Twin Cities Metropolitan Area. The sampling measures surface water temperature and transparency; surface water samples are analyzed for total phosphorus, total Kjeldahl nitrogen, and chlorophyll-a on a monthly basis from mid-April to mid-October (approximately 7 sampling events). After each monitoring date, samples are submitted to the Metropolitan Council for chemical analysis.

The cities of Inver Grove Heights and South St. Paul provided funding in the past to sample Seidl's Lake in the City of Inver Grove Heights. The two cities provide funding to cover the costs for the sample collections and for the cost of the testing kit from the Met Council CAMP program. The Seidl's Lake funding covers the cost of the lab analysis by the Metropolitan Council for Seidl's Lake. The City of South St. Paul has received permission to access the lake for this water quality testing. The City of South St. Paul will collect water samples seven times from the lake and deliver the samples to the Met Council for testing.

A copy of the Intergovernmental Agreement with the Metropolitan Council is attached. The Intergovernmental Agreement defines the responsibilities of the City and the Met Council. A map of Seidl's Lake is also attached. The City of Inver Grove Heights will provide \$275 in Stormwater Utility Funding for the 2014 CAMP water quality testing on Seidl's Lake. South St. Paul will pay the other half of the testing costs with Inver Grove Heights.

TJK/kf  
 Attachment: Agreement  
 Map

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
METROPOLITAN COUNCIL AND THE  
CITY OF INVER GROVE HEIGHTS**

**THIS AGREEMENT** is made and entered into by and between the Metropolitan Council (the "Council") and the City of Inver Grove Heights (the "City"), each acting by and through its duly authorized officers.

THE ABOVE-NAMED PARTIES hereby agree as follows:

**I. GENERAL SCOPE OF AGREEMENT**

The Council and the City agree to undertake a volunteer lake sampling study in order to provide an economical method of broadening the water quality database on lakes in the Twin Cities Metropolitan Area.

**II. SPECIFIC SCOPE OF SERVICES**

**2.01 Lake Monitoring Program.** The City and the Council agree to jointly undertake a volunteer lake monitoring program as specified below:

- a. **General Purposes of Program.** The volunteer lake monitoring program involves the use of citizen volunteers to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples to be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a lake sampling form to help describe the lake and weather conditions at the time of the sampling event. Lakes will be visited biweekly from April through October of 2014 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled over the deepest open water location. After each sampling date, the Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.
- b. **Specific Lakes Involved.** The following lakes and specific lake site(s) listed below will be involved in the Council's Citizen-Assisted Lake Monitoring Program (CAMP) in 2014.

Lake name	ID#	Maximum # of sampling dates	Approximate sampling interval	Quantity of new kits
Seidl Pond (cost shared with South St. Paul)	19-0095	7	Monthly	0

**2.02 City Responsibilities.** The City agrees that it will have sole responsibility for:

- a. Recruiting volunteers (who have access to a boat) to monitor the lakes the City wishes to involve in the program as listed in section 2.01(b) above.
- b. Providing the Council and/or volunteers with needed lake information such as lake bathymetric maps and access locations.
- c. Paying for the laboratory analysis cost of the samples collected by volunteers which cost is included in the amounts specified in Article III below.
- d. Ensuring that the volunteers participate in the training program.
- e. Ensuring that the volunteers fill out sampling forms during each sampling event, and collect and store samples until picked up by a Council representative.

**2.03 Council Responsibilities.** The Council agrees that it will:

- a. Organize the survey and train volunteers, pick up and deliver samples to the laboratory, and analyze the results of the lake and City data collection program.
- b. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- c. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to determine if any problems exist involving the volunteer's sampling methods and what should be done to correct the problem.
- d. Provide the sample bottles and labels, and filters for chlorophyll filtration.

### III. COMPENSATION; METHOD OF PAYMENT

**3.01 Payment to Council.** For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Monitoring Period, the City agrees to pay the Council the following amounts per lake site listed in section 2.01(b).

Number of Sampling Dates	Payment amount (excludes sampling equipment)
8 to 14	\$550
6 to 7	\$280
1 to 5	\$200

For lake sites requiring sampling equipment, the cost for a kit of sampling equipment is \$150 per kit.

**3.02 Payment Schedule.** Payment of the total amount owing to the Council by the City shall be made within 30 days following the end of the Monitoring Period. An invoice specifying the amount owed by the City will be sent under separate cover.

**3.03 Additional Analyses.** The total amount specified in the previous paragraph does not include the cost of any additional analyses requested by the City, such as analysis of bottom samples. The Council will carry out any such additional analyses at the request of the City and subject to the availability of Council resources for carrying out such analyses. The Council will bill the City after the end of the Monitoring Period for any such additional analyses at the Council's actual cost, and the City will promptly reimburse the Council for any such costs billed.

### IV. GENERAL CONDITIONS

**4.01 Period of Performance.** The services of the Council will commence on April 1, 2014, and will terminate on December 31, 2014, or following work completion and payment, whichever occurs first.

**4.02 Amendments.** The terms of this agreement may be changed only by mutual agreement of the parties. Such changes will be effective only on the execution of written amendment(s) signed by duly authorized officers of the parties to this agreement.

**4.03 City Personnel.** Thomas Kaldunski, or such other person as may be designated in writing by the City, will serve as the City's representative and will assume primary responsibility for coordinating all services with the Council.

**4.04 Council's Contract Manager.** The Council's Contract Manager for purposes of administration of this agreement is Kent Johnson, or such other person as may be designated in writing by the Council's Regional Administrator. The Council's Contract Manager will be responsible for coordinating services under this agreement.

However, nothing in this agreement will be deemed to authorize the Contract Manager to execute amendments to this agreement on behalf of the Council.

**4.05 Equal Employment Opportunity; Affirmative Action.** The Council and the City agree to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Council and the City agree not to discriminate against any employee, applicant for employment, or participant in this study because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age; and further agree to take action to assure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

**4.06 Liability.** Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, sections 3.736 (State Tort Claims) and chapter 466 (Municipal Tort Claims).

**4.07 Copyright.** No reports or documents produced in whole or in part under this agreement will be the subject of an application for copyright by or on behalf of the Council or City.

**4.08 Termination of Agreement.** The Council and the City will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination. In the event of such termination, the Council shall retain a pro-rata portion of the amounts provided for in Article III, based on the number of sampling events occurring for each lake before termination versus the total sampling events specified for each lake. The balance of the amounts will be refunded by the Council to the City.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

**CITY OF INVER GROVE HEIGHTS**

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**METROPOLITAN COUNCIL**

Date \_\_\_\_\_

By \_\_\_\_\_

Kent Johnson  
EMA Section Manager



Seidl's Lake

21ST AVE S

20TH AVE S

19TH AVE S

18TH AVE S

17TH AVE S

14TH AVE S

13TH AVE S

12TH AVE S

11TH AVE S

10TH AVE S

BLAYLOCK CR

BLOOMBERG CIR

APPELRIDGE CT

46TH ST E

BOWER CT

BOWER PATH

46TH CT E

47TH ST E

BLAINE AVE

BISSET LN

BITTNERMAN PATH

BIVENS CT

BOATMAN LN

BOLGER TRL

BRENT AVE

BRYCE AVE

49TH ST E

49TH ST E

BONGA RD WAY

BOYD AVE

50TH ST E

BRENT AVE

BRYCE AVE

51ST ST E

SHOP AVE

52ND ST E

BOYD AVE

BRENT AVE

BRYCE AVE

Aerometrics

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Custom Grading, Drainage and Utility Easement, and Storm Water Facilities Maintenance Agreements for 7929 Argenta Trail**

Meeting Date: May 12, 2014  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, City Engineer  
 Prepared by: Thomas J. Kaldunski, 651.450.2572  
 Reviewed by: Scott D. Thureen, Public Works Director

PK

SA

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

**PURPOSE/ACTION REQUESTED**

Approve Custom Grading, Drainage and Utility Easement, and Storm Water Facilities Maintenance Agreements for a new home to be built at 7929 Argenta Trail.

**SUMMARY**

The owners of 7929 Argenta Trail are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners were granted a variance to construct their home on a lot that does not meet the minimum size requirements at the January 27, 2014 meeting. The lot is located within the Northwest Area. Storm water facilities were required in accordance with Northwest Area Standards. The required storm water facilities resulted in the need for a maintenance agreement and an easement agreement. The owners, Vince and Patricia Nonnemacher, have provided the required grading and erosion control plans, easement exhibit, and storm water facilities plans. They have also signed the Custom Grading, Drainage and Utility Easement, and Storm Water Facilities Maintenance Agreements (attached). An engineering escrow of \$2,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading and storm water facilities. The owner has applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

It is recommended that the City Council approve the Custom Grading, Drainage and Utility Easement, and Storm Water Facilities Maintenance Agreements for 7929 Argenta Trail. The owner has provided surety and escrows.

TJK/jds

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

CUSTOM GRADING AGREEMENT  
FOR  
7929 ARGENTA TRAIL  
INVER GROVE HEIGHTS, MINNESOTA  
DAKOTA COUNTY, MINNESOTA

## CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 28<sup>th</sup> day of April, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

### RECITALS:

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

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

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

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and

2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

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

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

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

### ARTICLE 1 DEFINITIONS

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

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

1.3 **OWNER.** "Owner" means Vincent B. Nonnemacher and Patricia A. Nonnemacher, husband and wife, and their successors and assigns.

1.4 **DEVELOPMENT PLANS.** "Development Plans" means the Certificate of Survey dated November 19, 2013 prepared by Hult & Hebeisen, P.A. identified in and attached to Appendix 2 and the SWPPP/Stormwater Plan dated April 7, 2014 prepared by w. white p.e. identified in and attached to Appendix 2 and the Grading and Erosion Control Plan dated April 14, 2014 prepared by w. white p.e. identified in and attached to Appendix 2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**If to Owner:** Vincent B. Nonnemacher and Patricia A. Nonnemacher  
1815 Valley Curve Road  
Mendota Heights, MN 55118

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

1.19 **PROPERTY.** Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on Appendix 1 attached hereto.

**ARTICLE 2**  
**APPROVAL OF DEVELOPMENT PLANS**

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

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

**ARTICLE 3**  
**IMPROVEMENTS**

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

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

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

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

3.5 **STREET MAINTENANCE, ACCESS AND REPAIR.** The Owner shall clear,

on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or their agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

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

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

3.9 **GRADING/DRAINAGE PLAN AND EASEMENTS.** The Owner shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

3.10 **AS BUILT INFORMATION.** One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Improvements shall be provided by the Owner in accord with City standards no later than 90 days after completion of the Improvements, unless otherwise approved in writing by the PWD.

Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF files on compact disk. Note: All corrected links, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

**ARTICLE 4**  
**OTHER PERMITS**

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

**ARTICLE 5**  
**RESPONSIBILITY FOR COSTS**

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

5.2 **CITY MISCELLANEOUS EXPENSES.** The Owner shall reimburse the City for all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Custom Grading Agreement. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

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

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

**ARTICLE 6**  
**OWNER WARRANTIES**

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

**ARTICLE 7**  
**CITY WARRANTIES**

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

**ARTICLE 8**  
**INDEMNIFICATION OF CITY**

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

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

**ARTICLE 9**  
**CITY REMEDIES UPON OWNER DEFAULT**

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

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to

Article 10 hereof;

- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

## **ARTICLE 10** **ESCROW DEPOSIT**

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2016. In the alternative, the letter of credit may be for a one year term provided it is

automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2016, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to an Owner Default, for any of the following reasons:

- a.) an Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2016.

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

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

#### **10.2 ESCROW RELEASE AND ESCROW INCREASE.**

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

**10.3 ENGINEERING ESCROW AMOUNT.** In addition, the Owner shall deposit \$2,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

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

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$2,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

## ARTICLE 11 MISCELLANEOUS

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

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

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

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

11.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the Property and shall be binding upon the heirs, successors, administrators and assigns of the Owner. This Custom Grading Agreement shall also apply to all after-acquired title of the Owner in the Property.

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

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

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

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

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

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

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

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

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



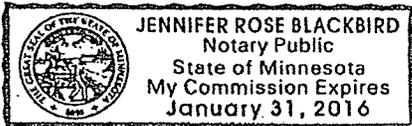
OWNER:

*Vincent B. Nonnemacher*  
Vincent B. Nonnemacher

*Patricia A. Nonnemacher*  
Patricia A. Nonnemacher

STATE OF MINNESOTA    )  
  )    ss.  
COUNTY OF DAKOTA    )

On this 24th day of April, 2014, before me a Notary Public within and for said County, personally appeared Vincent B. Nonnemacher and Patricia A. Nonnemacher, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.



*Jennifer Rose Blackbird*  
Notary Public

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

**AFTER RECORDING, PLEASE  
RETURN DOCUMENT TO:**  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075  
(651) 451-1831

APPENDIX 1  
LEGAL DESCRIPTION OF PROPERTY

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

The North 328.15 feet of the South 656.3 feet of the West 660 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota,

AND

The South 132 feet of the West 660 feet of the North 623.3 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota,

AND

That part of the West 660 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 22 West lying North of the South 656.3 feet thereof and lying South of the North 623.3 feet thereof, Dakota County, Minnesota,

EXCEPT PARCEL 1B as shown on DAKOTA COUNTY ROAD RIGHT-OF-WAY MAP NO 273, according to the map on file and of record in the Dakota County Recorder's Office.

APPENDIX 2  
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Certificate of Survey	11/19/13	Hult & Hebeisen, P.A.
2.) SWPPP/Stormwater	4/7/14	w. white p.e.
3.) Grading and Erosion Control Plan	4/16/14	w. white p.e.

The above-listed plans were approved by the City Engineer on April 22, 2014.

**HULT & HEDRISTON, P.A.**  
 1015 19th St. N.  
 Fargo, ND 58103  
 (701) 785-1177  
 Fax: (701) 785-1178  
 www.hultandhedrison.com

**Client:**  
 Vines Monnemacher  
 1015 19th St. N., Fargo, ND 58103

**Project:**  
 Site Survey

**Location:**  
 Part S.W. 1/4 of S.W. 1/4 of Sect. 7, T. 27, R. 22, Dakota Co., ND

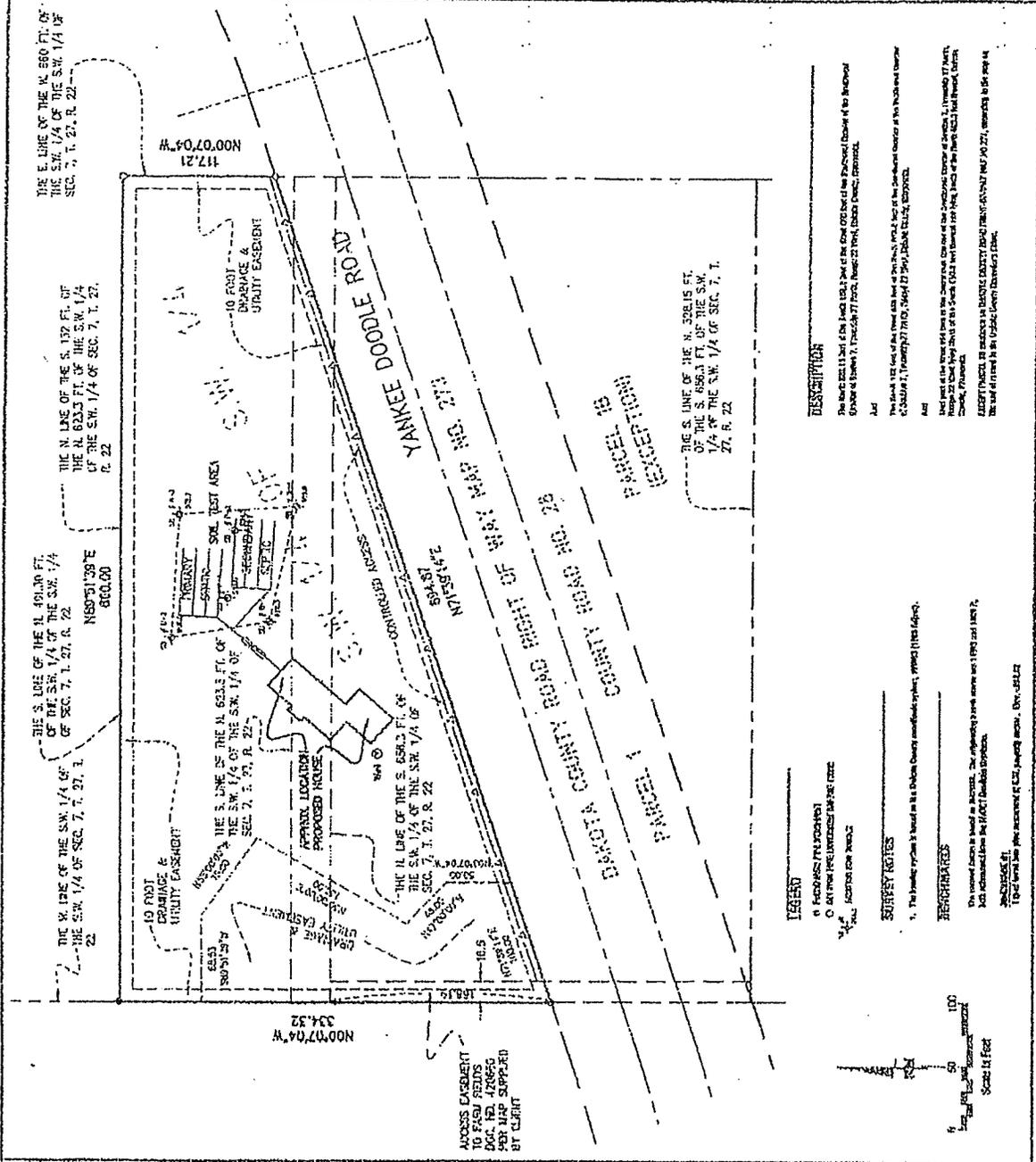
**Certification:**  
 I, *[Signature]*, State of North Dakota, a duly Licensed Professional Engineer, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the client.

**Summary:**  
 Date: 05/11/2011  
 Project: Vines Monnemacher  
 Title: Site Survey  
 Author: [Name]  
 Date: 05/11/2011

**Sheet No:**  
 Certificate of Survey

**Sheet Number:**  
 Revision

**Project No.:** 13780

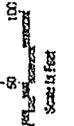


**DESCRIPTION:**  
 The survey was conducted on 05/11/2011. The site is located in the S.W. 1/4 of the S.W. 1/4 of Section 7, Township 27 North, Range 22 West, Dakota County, North Dakota. The survey shows the proposed location of a house and a well. The survey also shows the location of the Yankee Doole Road and Sandy Creek. The survey was conducted by Hult & Hedrison, P.A.

**LEGEND:**  
 ○ PROPOSED (THIS SURVEY)  
 ○ ANOTHER (PREVIOUS) SURVEY  
 --- EASEMENT  
 --- EASEMENT

**SURVEY NOTES:**  
 1. The survey system is based on the Dakota County coordinate system, NAD 83 (1183 1694).

**REMARKS:**  
 The survey was conducted on 05/11/2011. The site is located in the S.W. 1/4 of the S.W. 1/4 of Section 7, Township 27 North, Range 22 West, Dakota County, North Dakota. The survey shows the proposed location of a house and a well. The survey also shows the location of the Yankee Doole Road and Sandy Creek. The survey was conducted by Hult & Hedrison, P.A.



ACCESS EASEMENT TO PLANT BEDS 600' N.D. 478656 90° MAP SUPPLIED BY CLIENT

THE E. LINE OF THE W. 1/2 OF THE S.W. 1/4 OF SEC. 7, T. 27, R. 22

THE N. LINE OF THE S. 1/2 OF THE S.W. 1/4 OF SEC. 7, T. 27, R. 22

THE S. LINE OF THE N. 1/4 OF SEC. 7, T. 27, R. 22

THE W. LINE OF THE S.W. 1/4 OF SEC. 7, T. 27, R. 22

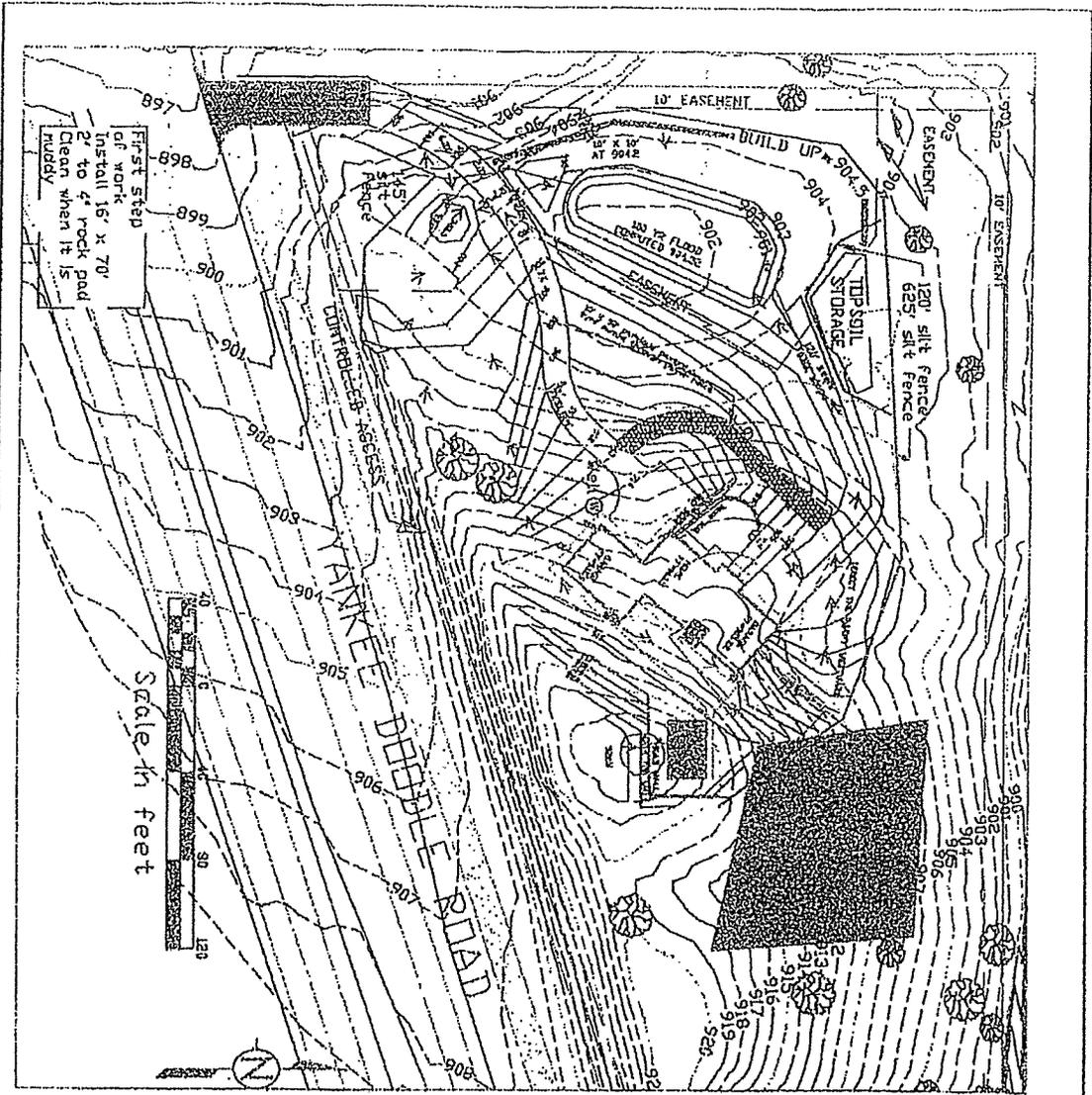
THE S. LINE OF THE N. 1/4 OF SEC. 7, T. 27, R. 22

THE E. LINE OF THE W. 1/2 OF THE S.W. 1/4 OF SEC. 7, T. 27, R. 22

117.21' N00°07'03" W

10 FOOT EASEMENT UTILITY EASEMENT





1. INSTALL ROCK BRIDGE-OUT PAD
2. INSTALL SILT FENCE
3. STRIP & STURPILE TOPSOIL
4. GRADE SITE AND GRAVEL DRIVEWAY
5. EXCAVATE RETENTION BASIN TO SOLO
6. REPLACE TOPSOIL PER GRADING PLAN
7. REPLACE TOPSOIL 6" MINIMUM
8. SEED AND MULCH SITE WITHIN 10 DAYS
9. GRADE TILE AND CONSTRUCT INFILTRATOR
10. CLEAN TOPSOIL, SEED AND MULCH THE RETENTION BASIN SITE

BUILDING ELEVATIONS	
LOWER GARAGE	904.22
ROOF ELEVATION	904.22
UPPER GARAGE	915.50
UPPER GARAGE	915.00
FRONT PORCH	915.00

EXISTING CONTOUR  
 PROPOSED FINAL CONTOUR  
 PROPOSED SILT FENCE  
 I HEREBY CERTIFY THAT I AM A  
 FULLY LICENSED PROFESSIONAL  
 ENGINEER IN THE STATE OF IOWA  
 AND THAT THIS PLAN WAS  
 PREPARED BY ME OR UNDER  
 MY SUPERVISION

APR 16 2014  
 W. White P.E.  
 WYOMING STATE PE

W. White P.E.  
 201 East 5th Street, 2nd Floor, Des Moines, IA 50319  
 515-281-1111  
 VINCE WERNERMAN HOVE SITE  
 7850 PASCATAWAY TRAIL, DES MOINES, IA 50325  
 DIVERS GROUND SERVICES, INC.  
 GRADING AND EROSION CONTROL PLAN  
 SHEET 3 OF 3

APPENDIX 3  
IMPROVEMENTS

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

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

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 28<sup>th</sup> day of April, 2014, between Vincent B. Nonnemacher and Patricia A. Nonnemacher, husband and wife (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 utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property legally described and depicted on Exhibit B (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference.

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

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

**EXEMPT FROM STATE DEED TAX**

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

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

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

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

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

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 28<sup>th</sup> day of April, 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



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 North 328.15 feet of the South 656.3 feet of the West 660 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota,

AND

The South 132 feet of the West 660 feet of the North 623.3 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota,

AND

That part of the West 660 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 22 West lying North of the South 656.3 feet thereof and lying South of the North 623.3 feet thereof, Dakota County, Minnesota,

EXCEPT PARCEL 1B as shown on DAKOTA COUNTY ROAD RIGHT-OF-WAY MAP NO 273, according to the map on file and of record in the Dakota County Recorder's Office.

EXHIBIT B  
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for utility and drainage 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:

A 10 foot wide easement for drainage and utility purposes over, under, across and inside of and adjoining the outside boundary line of the following described property:

That part of the West 660 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota, lying south of the north 491.30 feet and lying north of the north line of Yankee Doodle Road.

AND

An easement for drainage and utility purposes over, under and across that part of said Southwest Quarter of the Southwest Quarter described as follows:

Beginning at the intersection of the west line of said Southwest Quarter of the Southwest Quarter and the north line of said Yankee Doodle Road; thence North 71 degrees 39 minutes 14 seconds East, assumed bearing along said north line, 100.00 feet; thence North 00 degrees 07 minutes 04 seconds West, 50.00 feet; thence North 47 degrees 00 minutes 00 seconds West, 45.00 feet; thence North 30 degrees 00 minutes 00 seconds East, 135.00 feet; thence North 55 degrees 00 minutes 00 seconds West, 75.00 feet; thence South 89 degrees 51 minutes 39 seconds West, 68.53 feet to the west line of said Southwest Quarter of the Southwest Quarter; thence southerly along said west line to the point of beginning.

**HULL & HERRICK, P.A.**  
 1115 1/2 St. W. Suite 110  
 St. Paul, MN 55108  
 Phone: (612) 221-1111  
 Fax: (612) 221-1112  
 www.hullandherrick.com

**Client:**  
**Vince Monamacher**  
 1115 1/2 St. W. Suite 110  
 St. Paul, MN 55108

**Project:**  
**Site Survey**

**Location:**  
 Part S.W. 1/4 of  
 S.W. 1/4 of Sec. 7,  
 T. 27, R. 22, Dakota  
 Co., MN

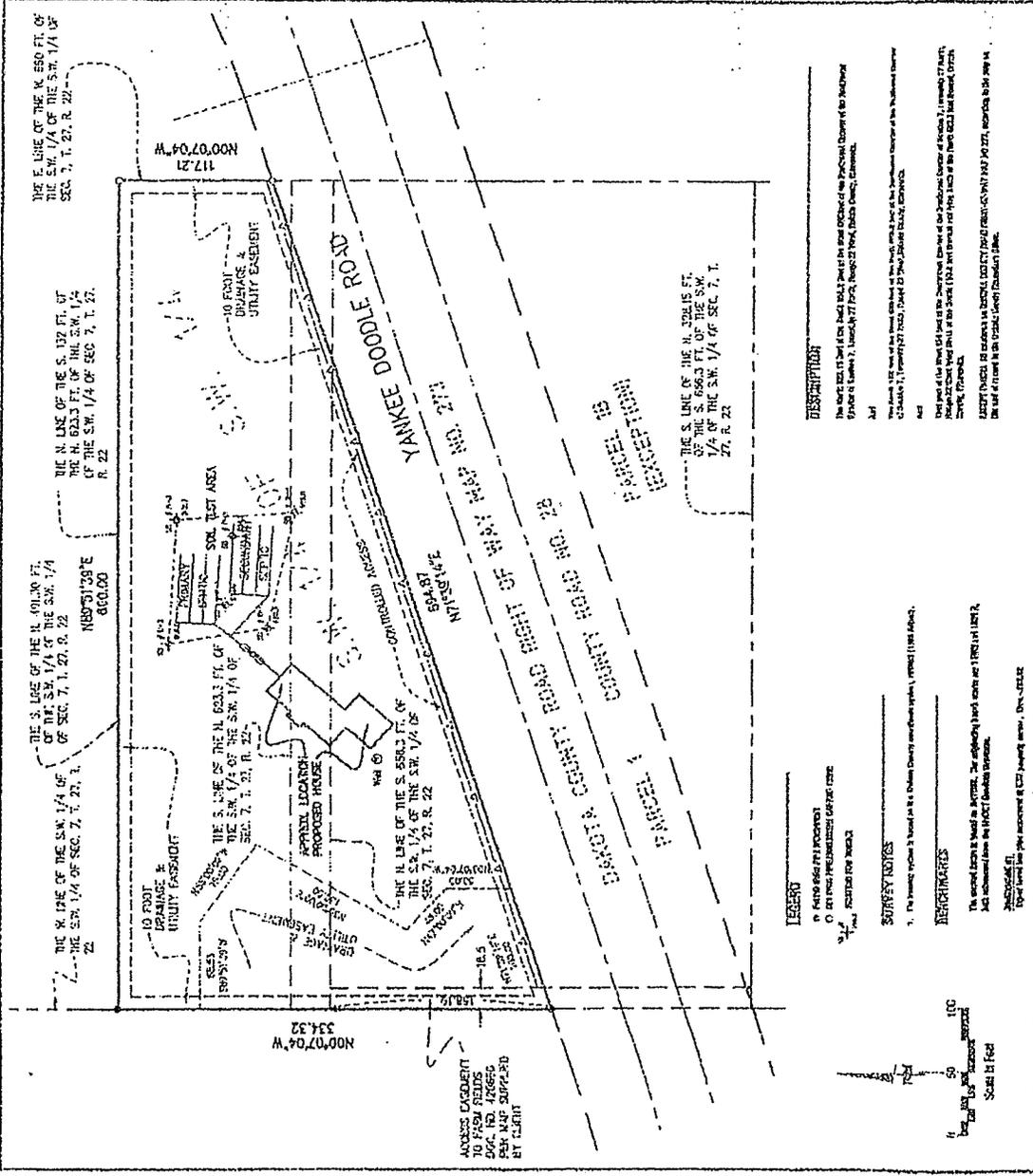
**Certification:**  
 I, the undersigned, being a duly Licensed Professional Engineer in the State of Minnesota, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client.

**Summary:**  
 This is a site survey of the property described above for the purpose of showing the location of the proposed driveway and utility easements.

**Blair Title:**  
**Blair Title**

**Certificate of Survey:**  
**Blair Title**

**Project No.:**  
**13110**



**STORM WATER FACILITIES MAINTENANCE AGREEMENT**  
**FOR 7929 ARGENTA WAY**  
**DAKOTA COUNTY, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR 7929 ARGENTA WAY (Agreement) is made, entered into and effective this 28<sup>th</sup> day of April, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Vincent B. Noonemacher and Patricia A. Nonnemacher, husband and wife (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 Vincent B. Nonnemacher and Patricia A. Nonnemacher, husband and wife, and their successors and assigns.

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

Any existing or future infiltration basins, stormwater ponds, drainage facilities, and drainage swales lying within the Landowner Property.

1.5 **Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain SWPPP/Stormwater Plan prepared by w. white p.e. dated April 7, 2014 and that certain Grading and Erosion Control Plan prepared by w. white p.e. dated April 16, 2014. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

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

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

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

1.9 **Custom Grading Agreement.** “Custom Grading Agreement” means that certain Agreement dated April 28, 2014, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

## **ARTICLE 2** **RECITALS**

**Recital No. 1.** Landowner owns the Landowner Property.

**Recital No. 2.** Landowner has requested that the City approve a variance to construct a new home on the Landowner Property that does not meet the minimum lot size requirements of the City. Landowner has also requested that the City approve the Development Plans identified in the Custom Grading Agreement for the Landowner Property.

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

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

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

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

**ARTICLE 3**  
**RESPONSIBILITY FOR MAINTENANCE**

3.1 **Construction of Storm Water Facilities.** Prior to September 15, 2014, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the NWA **Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. The Standard of Maintenance shall include but not be limited to each of the following:

- i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii.) The final Operations & Maintenance Plan shall contain the following information:
  - a. Detailed inspection requirements;
  - b. Inspection and maintenance schedules;
  - c. Contact information for the Responsible Owner;
  - d. As built plans of the Storm Water Facilities;
  - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
  - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
  - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

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

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

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

**3.6 Certification of Costs Payable With Taxes; Special Assessments.** If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility

bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

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

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

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

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

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

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

#### ARTICLE 4 ESCROW DEPOSIT

4.1 Engineering Escrow Amount. The Landowner shall deposit \$2,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

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

#### ARTICLE 5 CITY'S COVENANTS

5.1 Approval of Variance and Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Planning Report and Engineering Report relating to the granting of the variance to Landowner are met, the Council will approve the variance for the Landowner Property. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Custom Grading Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

#### ARTICLE 6 MISCELLANEOUS

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

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

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

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

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

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

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

**If to Landowner:** Vincent B. Nonnemacher and Patricia A. Nonnemacher  
1815 Valley Curve Road  
Mendota Heights, MN 55118

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.



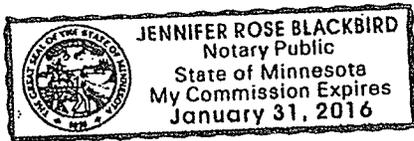
LANDOWNER:

*Vincent B. Nonnemacher*  
Vincent B. Nonnemacher

*Patricia A. Nonnemacher*  
Patricia A. Nonnemacher

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )        ss.

On this 24th day of April, 2014, before me a Notary Public within and for said County, personally appeared Vincent B. Nonnemacher and Patricia A. Nonnemacher, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.



*Jennifer Rose Blackbird*  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE  
RETURN TO:**

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

EXHIBIT A  
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

The North 328.15 feet of the South 656.3 feet of the West 660 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota,

AND

The South 132 feet of the West 660 feet of the North 623.3 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota,

AND

That part of the West 660 feet of the Southwest Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 22 West lying North of the South 656.3 feet thereof and lying South of the North 623.3 feet thereof, Dakota County, Minnesota,

EXCEPT PARCEL 1B as shown on DAKOTA COUNTY ROAD RIGHT-OF-WAY MAP NO 273, according to the map on file and of record in the Dakota County Recorder's Office.

**EXHIBIT B**  
**FINAL OPERATIONS & MAINTENANCE PLAN**

**MAINTENANCE PLAN**

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intent of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by January 1st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 - MAINTENANCE ACTIVITIES

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

**EXHIBIT C  
ANNUAL INSPECTION FORM**

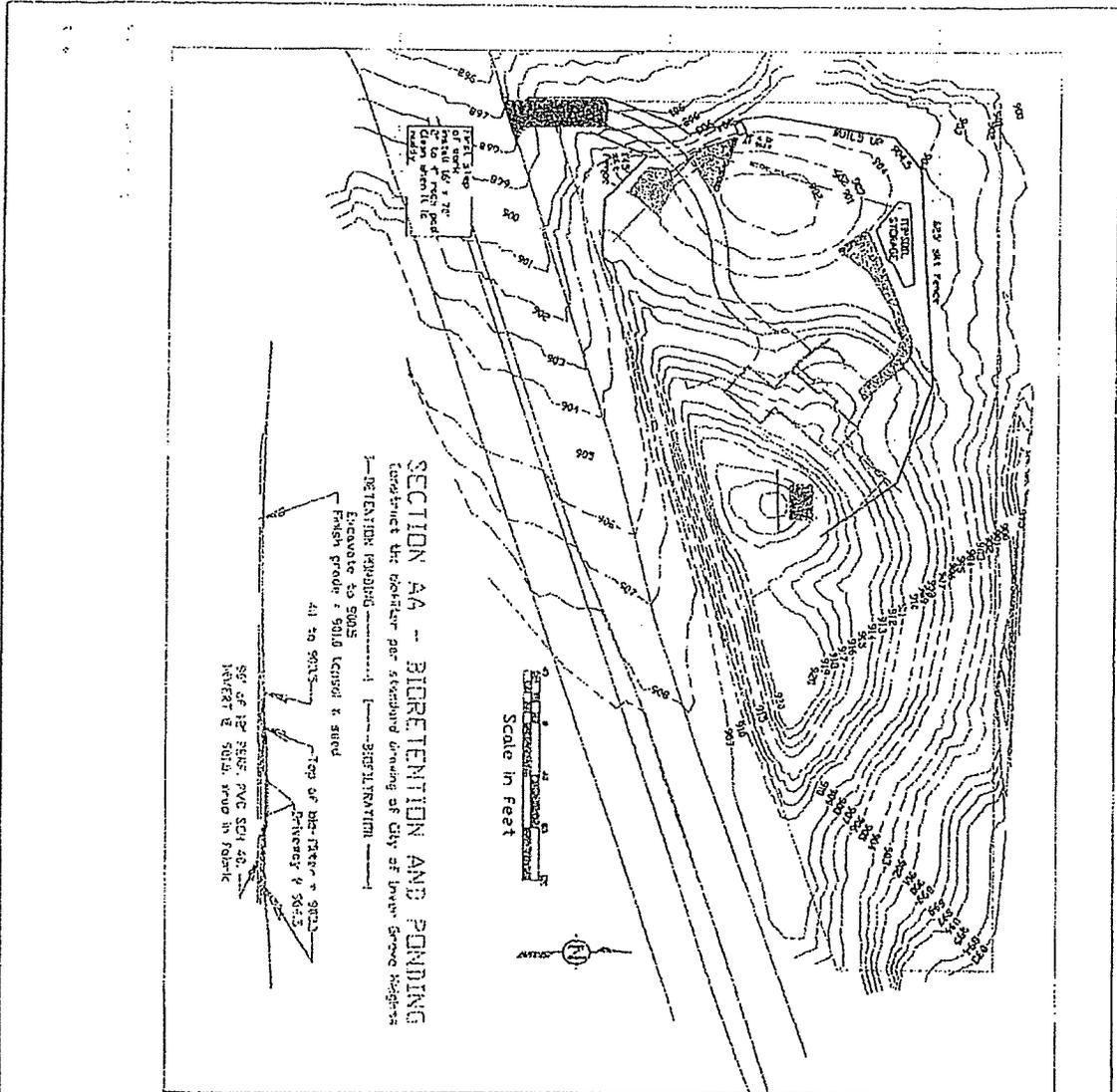
**CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM**

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

\* 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

**EXHIBIT D**  
**STORM WATER FACILITY PLAN**



1. INSTALL BIRM GRASS-CUT FAD
2. INSTALL SILT FENCING
3. STRIP & STOCKPILE TOPSOIL
4. GRADE SITE AND GRAVEL DRIVEWAY
5. EXCAVATE DETENTION BASIN TO 501.0
6. GRADE SITE PER GRADING PLAN
7. REPLACE TOPSOIL 6" MINIMUM
8. SEED AND MULCH SITE WITHIN 10 DAYS
9. GRADE, TILE, AND CONSTRUCT BIOTENTION
10. CLEAN, TOPSOIL, SEED AND MULCH THE DETENTION BASIN SITE.

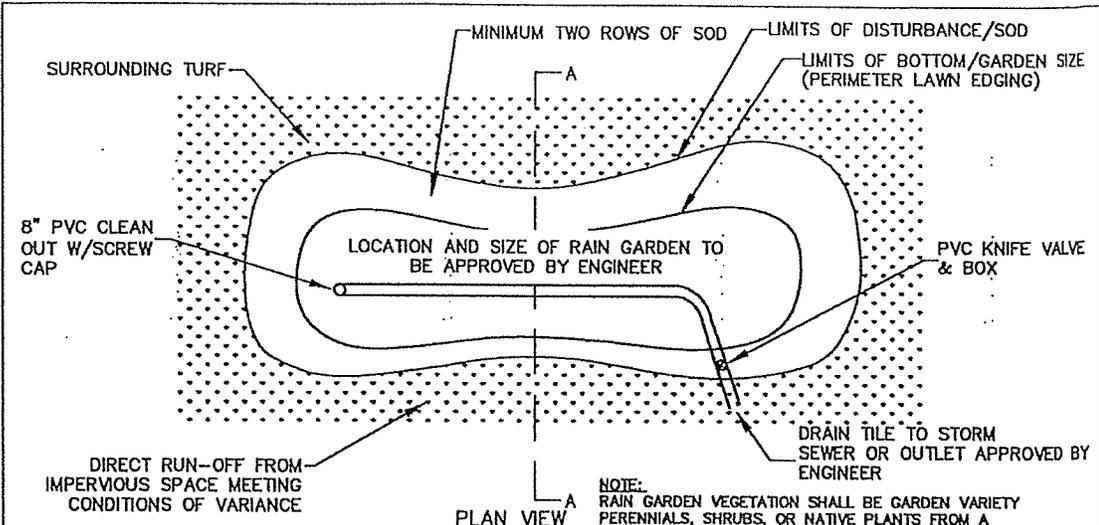
I HEREBY CERTIFY THAT I AM A  
FULLY LICENSED PROFESSIONAL  
ENGINEER IN THE STATE OF IOWA  
AND THAT THIS PLAN WAS  
PREPARED BY ME MYSELF

WABERGH WABER PE

**W. White P.E.**  
Professional Engineer  
No. 542, 222 NW 24th St. Dept. Room 14, S.W.C.  
No. 125-07-300 wwhite@wwhitepe.com Tel: 509-271-7711

VINCE HONNIGACHER HOME SITE  
7529 ARGENTIA TRAIL, WEST  
RIVER GROVE HEIGHTS, IA

SWAPP / SUBDIVIDER  
PROJ: PVI-025 DATE: 04/27/2014 2/3



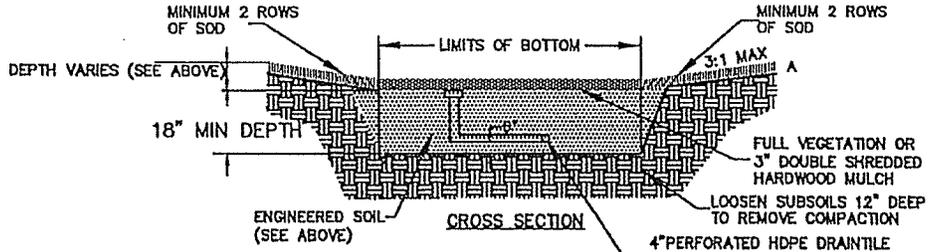
PLAN VIEW

NOTE:  
 RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"-18"
B	SAND WITH CLAY OR SILT	9"-12"
C	CLAY OR SILT WITH SAND	6"-9"
D	CLAYS OR SILTS	8"

ENGINEERED SOIL (DCSWCD MIX B)  
 80% COARSE-WASHED SAND (MNDOT 3126)  
 20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)  
 NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.  
 3 RING INFILTRATOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

GARDEN SIZE: TREATS \_\_\_\_\_ SF OF IMPERVIOUS SURFACE AND \_\_\_\_\_ CF OF RUNOFF



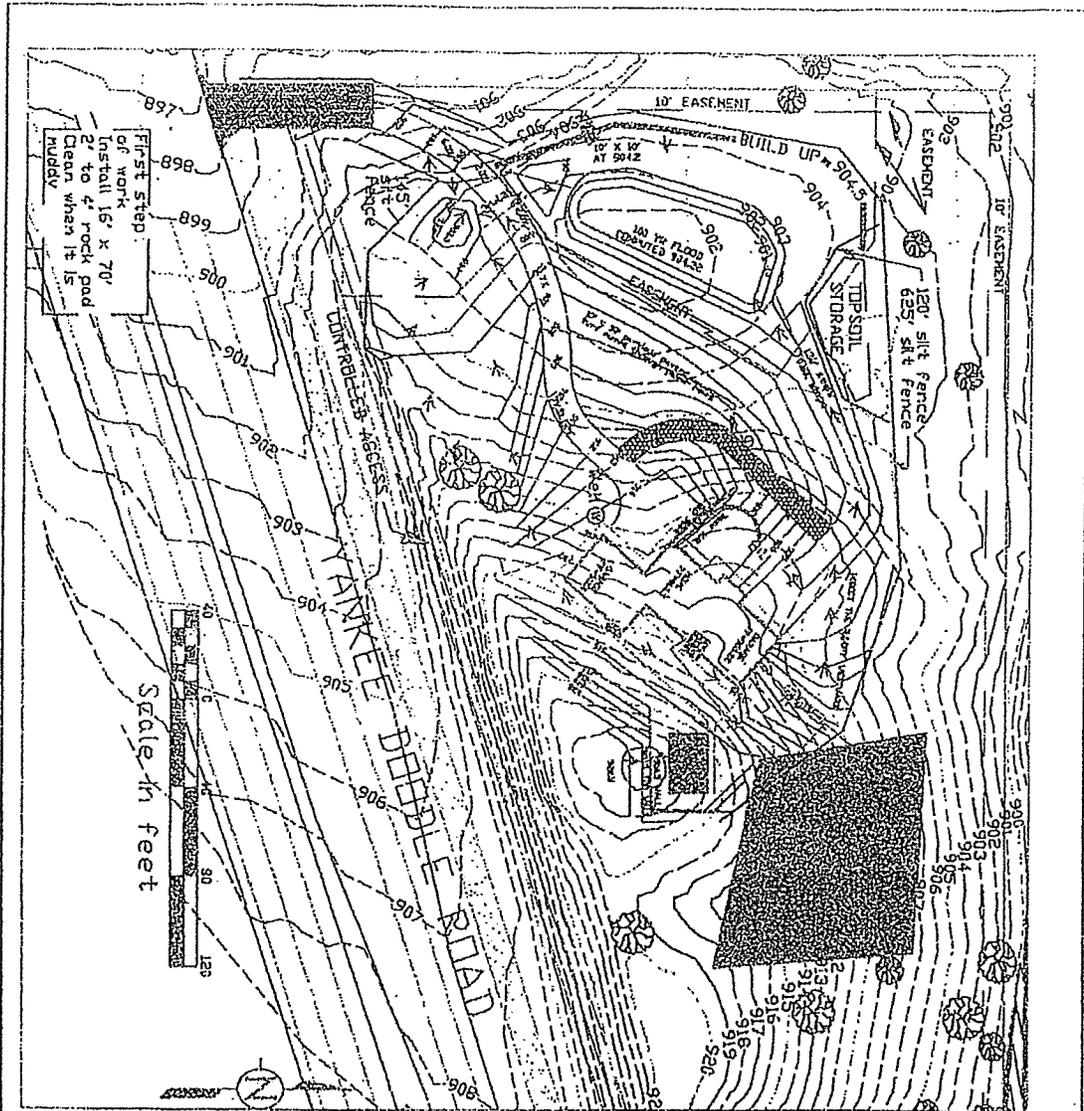
- NOTES
- FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
  - NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
  - PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
  - OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
    - FINALIZING RAIN GARDEN SIZE AND LOCATION.
    - OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
    - APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
    - FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
  - GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
  - OWNER SHALL MAINTAIN PER SHFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
  - FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.

**RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE REQUIREMENTS**

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT

2/13

PLATE NO. STM-17



1. DETAIL ROCK SHAFT-OUT PAD
2. INSTALL SILT FENCING
3. STRIP & STOCKPILE TOPSOIL
4. GRADE SITE AND GRAVEL DRIVEWAY
5. EXCAVATE DETENTION BASIN TO 904.0
6. GRADE SITE FOR GRADING PLAN
7. REPLACE TOPSOIL 6" MINIMUM
8. SEED AND MULCH SITE WITHIN 10 DAYS
9. GRADE, TILE, AND CONSTRUCT SHORTLY AFTER
10. CLEAN, TOP-SOIL, SEED AND MULCH THE DETENTION BASIN SITE

**BUILDING ELEVATIONS**  
 LOWER GARAGE 904.22  
 BACKSIGHT 904.22  
 UPPER HOUSE 913.50  
 LOWER GARAGE 913.50  
 UPPER HOUSE 913.5

**EASTSIDE CENTROID**  
**PROPOSED SILT FENCE**

I HEREBY CERTIFY THAT I AM A  
 FULLY LICENSED PROFESSIONAL  
 ENGINEER IN THE STATE OF ARIZONA  
 AND THAT THIS PLAN WAS  
 PREPARED BY ME ALIUD

APRIL 16 2014  
 W. WHITE P.E.  
 WARDEN WHITE P.E.

**W. White P.E.**  
 11120 N. 27th Ave. Suite 201, Phoenix, AZ 85028  
 Tel: 602-998-0000 Fax: 602-998-0001  
 VINCE NORRINGER/VERNE SITE  
 7323 N. AGAVE TRAIL, WEST  
 RIVER DRIVE, PHOENIX, AZ

**GRADING AND EROSION CONTROL PLAN**

POU 18 PVT-222 DATE 04/16/14 3/3

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Appoint Dan Helling as Interim Superintendent of the Utilities Division of the Public Works Department**

Meeting Date: May 12, 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 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**

Appoint Dan Helling as Interim Superintendent of the Utilities Division of the Public Works Department.

**SUMMARY**

With the retirement of Jim Sweeney, Utilities Superintendent, effective May 9, 2014, there is an immediate need to fill the vacant position. A succession plan for the Utilities Division was developed in preparation for the Utility Superintendent's retirement. That plan was discussed at the May 5, 2014 Council study meeting. Staff received direction to proceed with the personnel actions recommended in 2014. One of those actions is the promotion of the current Utilities Division Lead Worker, Dan Helling, to the position of Utility Superintendent.

Mr. Helling has successfully accomplished the duties of his current position for 15 years. He has worked closely with Mr. Sweeney over this period of time, assisting with many of the Superintendent's duties as a means to become familiar with many of the responsibilities of the Superintendent's position.

I recommend that Mr. Helling be appointed as the interim Utilities Division Superintendent for a period of up to six (6) months, effective May 12, 2014. During this time, the Public Works Director will evaluate his performance based upon goals established and feedback received from staff and our utility customers. At the conclusion of the interim appointment, a determination will be made whether to consider making that appointment a permanent one or to go out and go through a full hiring process. I recommend following past practice and setting the interim salary rate for this position at the starting step of the Utility Superintendent position, \$76,700.

SDT/kf

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Accepting Proposal from American Engineering Testing (AET) for Geotechnical Testing Services for the 2015 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction (80th Street to Concord Blvd.)**

Meeting Date: May 12, 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



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

**PURPOSE/ACTION REQUESTED**

Resolution accepting proposal from AET for geotechnical testing services for the 2015 Pavement Management Program.

**SUMMARY**

A proposal for geotechnical services was requested by staff for the 2015 Pavement Management Program.

City Project No. 2015-09D

- Broderick Boulevard from 80th Street to Concord Blvd.

City staff reviewed the experience of the two firms in the City's Technical Consultant Services Pool and considered AET for this project based on their work scope, and associated fee for the proposed services. It is recommended that AET be selected for the geotechnical testing services. The AET proposal outlines a series of tests that will be conducted due to the tenting issues on the street and use of a recycled concrete base.

Engineering Division recommends adoption of the resolution accepting the proposal and awarding a contract to AET in an amount not to exceed \$20,123 for geotechnical testing services for the 2015 Pavement Management Program.

TJK/kf

Attachments: Resolution  
 Proposal from AET  
 Map

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY

RESOLUTION ACCEPTING PROPOSAL AND AWARDING CONTRACT TO AMERICAN ENGINEERING  
TESTING FOR GEOTECHNICAL TESTING SERVICES FOR THE 2015 PAVEMENT MANAGEMENT  
PROGRAM, CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION  
(80TH STREET TO CONCORD BLVD.)

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, as part of the City's 2015 Pavement Management Program, the following streets have been identified for geotechnical testing services:

City Project No. 2012-09D

- Broderick Boulevard from 80th Street to Concord Blvd.

**WHEREAS**, in order to complete the geotechnical testing services in a timely manner, staff reviewed the experience of the two firms in the City's Technical Consultant Services Pool; and

**WHEREAS**, based on the experience of the firms, the scope, and associated fee for the proposed service, it was decided that AET's proposal be awarded for geotechnical testing services.

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

1. The proposal of AET is accepted and staff is authorized to enter into a contract in the amount of \$20,123 for geotechnical testing services for the 2015 Pavement Management Program.
2. Funding will come from the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of May 2014

AYES:  
NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy Clerk



AMERICAN  
ENGINEERING  
TESTING, INC.

CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

May 5, 2014

City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Attn: Mr. Tom Kaldunski, PE

RE: Proposal for Pavement Engineering Services  
Broderick Boulevard Rehabilitation Project  
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

We understand the City of Inver Grove Heights is planning to rehabilitate Broderick Blvd between 80<sup>th</sup> Street East and Concord Boulevard, and exploring the feasibility of various pavement rehabilitation options. The road surface is presently in poor condition, providing a rough ride, and in need of repair. In addition it has been described that during the winter months the surface tents along transverse cracks, further impacting ride quality. In this proposal we summarize our understanding of the project; discuss our approach to assess the in-place pavement structure and materials; and provide an estimate of the work recommended to review the pavement system. After our review we will provide rehabilitation options with recommendations for design and construction.

#### Project Information

We recently met with Mr. Eric Fosmo, PE of Kimley-Horn and Associates (KHA) to discuss the planned project. The referenced stretch of Broderick Boulevard, from Concord Boulevard to 80<sup>th</sup> Street East, is about 8,000 feet long and is bituminous-surfaced roadway. We understand from KHA that the portion extending from Concord Boulevard to College Trail, about 5,000 feet in length, was constructed in 1994 over a recycled concrete base layer and a 12-inch thick sand subbase. The portion extending north from College Trail to 80<sup>th</sup> Street East, about 3,000 feet was constructed at a different time in conjunction with the MnDOT project for the 80<sup>th</sup> Street bridge over T.H. 52.

The portion of Broderick Boulevard extending from Concord Boulevard to College Trail is an urban design roadway section and more deteriorated than the rural design portion constructed under the MnDOT project extending north from College Trail. KHA indicated that it is the City's desire to maintain the in-place curb and gutter. Throughout the urban section it has been determined that the existing concrete curb and gutter is in a condition that may allow it to remain in-place depending upon the means of rehabilitation recommended.

550 Cleveland Avenue North | St. Paul, MN 55114

Phone 651-659-9001 | Toll Free 800-972-6364 | Fax 651-659-1379 | [www.amengttest.com](http://www.amengttest.com) | AA/EEO

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Broderick Boulevard; Inver Grove Heights, MN  
Mr. Tom Kaldunski  
Page 2 of 5

We have included an estimate for traffic control needs based upon ADT of 4,050 from information provided by KHA.

KHA provided us with typical design section for the portion of Broderick Boulevard from Concord Boulevard to College Trail. The planned pavement section is shown to be a total of six inches of bituminous, placed in 3 lifts overlying 10 inches of 100% crushed limestone Class 5 aggregate base. We understand at that time the City allowed the contractor to utilize 100% recycled crushed concrete for the crushed base material which the City now suspects may be contributing to the pavement deterioration.

#### Discussion

As requested by KHA, we are submitting this proposal for services that include coring of existing pavement, hand-sampling of the underlying aggregate base material, and direct-push soil borings to a depth of 4 feet. To supplement our work KHA has provided a number of borings that were obtained in 1993 for initial roadway construction from Concord Boulevard to College Trail. We propose to space our pavement cores at about 1,000 feet along this length of roadway. For the portion of Broderick Boulevard from College Trail to 80<sup>th</sup> Street East, where no existing information has been provided, we are proposing a core and test hole spacing of about 500 feet.

Given our understanding of the project goals, we propose several additional services beyond the coring/borings of the pavement and subgrade. The first is to provide performing Falling Weight Deflectometer testing (FWD) along the roadway surface. FWD testing will be performed at an approximate 200-foot interval using the standard 7 sensor Strategic Highway Research Program (SHRP) spacing and will be done at 6,000 and 9,000 lbs force. We estimate a total of 40 test locations. From our FWD test results we will provide an effective in situ R-Value as well as an assessment of layer moduli of the base materials and subgrade soils.

We also propose testing by Ground Penetrating Radar (GPR) for determination of uniformity of pavement and base layer thicknesses. Data from our GPR analysis would also be used to perform a more complete FWD analysis of the roadway sections. The data collection will be done at an approximate 1 foot interval to provide a complete picture of pavement and base thickness along all roadways.

We also understand that a bituminous trail may be added along the northern portion of Broderick Boulevard. Therefore, we are proposing to obtain SPT soil borings to provide preliminary geotechnical information regarding the feasibility of that trail or retaining wall that may be required.

We are aware of an upcoming Local Road Research Board (LRRB) study of municipal bituminous pavements. Based on our understanding of the pavement distress, we believe that Broderick Boulevard may be a candidate for that study. Our proposed plan anticipates that data (including the FWD and GPR results) from Broderick Boulevard can be included in the data set for that research and we intend to store all material, pavement cores and aggregate base, for future consideration in that potential project.

### Scope of Work

- Meet with City staff on site to review the current condition of the pavement and select specific test locations.
- Locate and mark the proposed coring/boring locations in the field.
- Clear underground public utilities through Gopher State One Call System.
- Cut 6-inch diameter bituminous cores at 6 locations in the portion of Broderick Boulevard between College Trail and Concord Boulevard, one per approximately 1,000 feet, and in 7 locations in the northern portion between 80<sup>th</sup> Street East and College Trail, one per 500 feet. Over-core a 12-inch hole in the bituminous to allow for hand-sampling of the aggregate base material.
- Perform a total of 13 direct-push Geoprobe soil borings, one per coring location. These borings will be advanced to a depth of approximately 4 feet below pavement surface and having a project total of 52 feet. The Geoprobe borings will be advanced at the same time as the coring.
- Adjacent to 4 of the core locations in the southern portion, perform two companion 6-inch cores of the bituminous, with the resulting three cores in each location distributed among the wheel paths, middle of the drive lane, and/or near significant cracks.
- Record thicknesses of pavement and aggregate base encountered at the coring/boring locations.
- Provide traffic control by means of a two-person flag crew, advance warning signs, and vehicle flashing beacons.
- Perform falling weight deflectometer (FWD) testing to provide a statistical analysis of the load carrying capacity of the in-place roadway and of the estimated layer moduli of the aggregate base, subbase and subgrade materials.
- Perform ground penetrating radar (GPR) testing to provide a statistical assessment for the thickness of the bituminous pavement and if discernable the aggregate base layer as well.
- Perform three standard penetration test (SPT) soil borings along the wetland areas to the east side of the northern portion of Broderick Boulevard, along a potential future bituminous-surfaced trail. Two of these borings will be located south of the entrance to the community college and advanced to depths of about 24 feet, and the third boring will be located north of the entrance and advanced to a depth of about 40 feet. We have allotted one day of drilling for a truck-mounted drill rig, and the intention would be to provide preliminary geotechnical information for any roadway widening that would be associated with the trail.
- Patch holes with bituminous cold patch mixture. Alternatively, we can coordinate with City street maintenance personnel such that they can use hot patch mixture to provide a more durable patch.

### **Engineering Analysis / Report**

- A photographic core log for documentation of the in-place pavement condition
- Logs of the test borings, indicating the existing bituminous and aggregate base thickness, thickness of topsoil and other soil strata encountered.
- Descriptions of drilling, sampling, testing, and classification methods.

Broderick Boulevard; Inver Grove Heights, MN  
Mr. Tom Kaldunski  
Page 4 of 5

- Review the soil conditions encountered including sieve analysis and an assessment of percent content of crushed concrete in the aggregate base layer.
- Provide an estimated R-Value for pavement design. R-Value estimates will be based on the FWD test results, soil classification type, and our experience.
- Review and summarize the condition/suitability of the existing bituminous pavement cores for the consideration of rehabilitation methods.
- Provide recommendations for subgrade preparation and pavement design for areas which may undergo complete reconstruction, mill-and-overlay, full-depth reclamation, and/or in-place recycling.
- Provide general comments based on the SPT borings regarding the feasibility of the potential trail with respect to geotechnical engineering concerns.

During the coring and Geoprobe borings, AET plans to provide traffic control consisting of warning signs and a two-person flagging crew. (We anticipate performing the FWD and GPR testing at the same time and utilizing the same traffic control. The SPT borings would be performed off the side of the road.) Given the ADT of 4,050 for Broderick Boulevard, we assume that a one-person flagging crew and/or signage alone may not allow for safe conditions for drivers or our workers. We assume KHA will obtain coordinate locations and accurate surface elevations of the core and bore hole locations once our field work is completed.

The scope of work defined in this proposal is intended for geotechnical purposes only, and not to explore for the presence or extent of environmental contamination at the site. However, we will note obvious contamination encountered.

#### Fee

Our services will be invoiced on a lump sum fee basis. For the entire scope of services described previously, which includes obtaining the pavement cores, direct push soil borings, FWD testing and analysis, GPR testing and analysis, SPT soil borings, as well as providing traffic control, our fee will be \$20,123.

#### Schedule

Based on our current schedule we can perform the GPR testing, coring and soil borings within two to three weeks of obtaining notice to proceed. We anticipate our field work will take 1-2 days to complete. We will then prepare a draft report, which we plan to present at a meeting with the City and KHA. We will then finalize the report.

#### Terms/Conditions

Our services will be performed per the attached Service Agreement.

#### Acceptance

Please indicate your acceptance of this proposal by endorsing this signature returning it to us. A hard copy of the proposal will be provided upon request.

Broderick Boulevard; Inver Grove Heights, MN  
Mr. Tom Kaldunski  
Page 5 of 5

Remarks

If you have questions or need additional information, please do not hesitate to contact us via phone or email as indicated below.

Sincerely,

**American Engineering Testing, Inc.**



Joseph G. Bentler, PE  
Senior Engineer  
Phone: 651-603-6616  
jbentler@amengtest.com



Joseph F. Korzilius, PE  
Principal Engineer  
Phone: 651-603-6632  
jkorzilius@amengtest.com

Attachments: Service Agreement (3 pages)

**PROPOSAL ACCEPTANCE BY:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 1 - RESPONSIBILITIES**

**1.1** - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. Verbal proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions. By signing the proposal or verbally authorizing the services, the authorizing party attests that they have the authority to legally bind the Client to agreement.

**1.2** - Prior to AET performing services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's services. If new information becomes available during AET's services, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - Services performed by AET will not relieve other persons of their responsibilities according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client or other persons. AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically agreed to in writing.

**1.4** - Unavoidable risks are present when attempting to characterize buried subsurface conditions. Variations in soil conditions usually occur between and beyond sampled/tested locations. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because the variability of conditions cannot be seen. For similar reasons, actual environmental, geologic, and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. The Client must recognize and accept that nothing can be done to eliminate the risks associated with these inherent limitations.

**1.5** - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.7** - AET reserves the right to charge for time to negotiate new terms and conditions from those portrayed in our proposal or should the Client require the use of their contract format. If mutually acceptable terms cannot be established, AET shall have the right to withdraw their proposal without any liability to the Client, Owner or other parties and assigns associated with the project. If Client requests use of their contract format after the services have already been authorized, AET will be compensated for services rendered prior to approval of the Client's contract by both parties according to the AET Terms and Conditions.

**1.8** - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. If Client authorizes the services after the expiration date, AET reserves the right to review and revise the proposal as necessary.

**SECTION 2 - SITE ACCESS AND RESTORATION**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** - Client accepts that in the normal course of field exploration work, certain types of damage to the site may occur which are inherent with this type of work, such as tire indentations to lawns and landscape areas. It is the responsibility of AET to take reasonable precautions to minimize such damage. It is also AET's responsibility to patch boreholes placed through pavement or slab areas after performance of borings. Otherwise, restoration of the site is the responsibility of the Client.

**SECTION 3 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE**

**3.1** - It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available prior to drilling. In an effort to conform to reasonable standards of care, AET is entitled to rely on the location information provided by locating vendors.

**3.2** - Public utility owners may not provide the locating service on private property or the property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. In such situations, the Client is responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor.

**3.3** - AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities/improvements.

**SECTION 4 - CONTAMINATION**

**4.1** - Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Client and AET agree that the discovery of unanticipated actual or suspected hazardous materials may make it necessary for AET to take immediate measures, including regulatory notification, to protect human health and safety, and/or the environment. Client and AET also agree that the discovery of such materials constitutes a changed condition which may result in added costs to the Client, and may require a renegotiation of work scope or termination of services:

**4.2** - Pursuant to risks set forth in Section 4.1, which are inherent with AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination resulting therefrom.

**SECTION 5 - SAFETY**

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site. The Client or other persons shall be responsible for the safety of all other persons at the site.

**SECTION 6 - SAMPLES**

6.1 - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

**SECTION 7 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a period of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

**SECTION 8 - STANDARD OF CARE**

AET performs its services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

**SECTION 9 - INSURANCE**

AET maintains Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance, as described below. Upon request, prior to commencing the Services, AET can furnish Client with Certificates of Insurance evidencing that the insurance is in effect and in full force.

9.1 - Commercial General Liability insurance will include coverage for Products/Completed Operations (extending two (2) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require), Broad Form Property Damage including Completed Operations, Personal Injury, and Blanket Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

9.2 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.3 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for two years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

9.4 - AET can, if requested by Client and permitted by AET's insurer, endorse its Commercial General Liability (including Products/Completed Operations coverage) to add Client and/or Owner as an "additional insured" with respect to liability arising out of the Services performed for Client or Owner by AET. Such insurance afforded to Client and Owner as an additional insured under AET's policies shall be primary insurance and not contributory with, any insurance purchased or maintained by Client or Owner.

9.5 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, and with insurance carriers licensed to do business in the state in which the Project is located and having a current A.M. Best rating of no less than A minus (A-).

9.6 - AET reserves the right to charge Client for additional coverage, coverage limits or policy modification including waiver of subrogation and other project specific requirements not known at the time of our proposal, subject to approval by AET's insurance providers.

**SECTION 10 - DELAYS**

If delays to AET's services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

**SECTION 11 - PAYMENT, INTEREST, AND BREACH**

11.1 - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct. In any case, Client shall pay for services of AET within 30 days of invoice.

11.2 - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.

11.3 - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability as well as withhold any and all data from Client until such invoice payments are restored to a current status.

11.4 - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

**SECTION 12 - MEDIATION**

12.1 - Except for enforcement of AET's rights to payment for services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party should fail to respond to a request for mediation within 60 days after the request, this requirement for mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings shall be of no force and effect.

12.2 - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### SECTION 13 - LITIGATION REIMBURSEMENT

Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

#### SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - AET agrees to indemnify Client from and against liability arising out of AET's negligent performance of the services, subject to Section 15 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

14.2 - Client agrees to indemnify AET from and against liability arising from the negligent conduct of the Client, Owner, Client's Contractors/Subcontractors or other third parties, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

14.3 - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

14.4 - AET's indemnification to the Client is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

14.5 - AET will not accept any obligation to indemnify Client other than to meet the standard of care. If a court of competent jurisdiction rules that indemnity is implied or if required by law, AET's obligation for the costs of indemnity is only to the extent due to AET's negligent acts, errors or omissions.

#### SECTION 15 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client arising from AET's negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$20,000.

#### SECTION 16 - UNIONIZATION

AET reserves the right to renegotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client and will not accept any liability for any penalties or costs from Client, Owner and their successors, assignees, joint-venturers, Contractors and Subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

#### SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

#### SECTION 18 - TERMINATION

After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

#### SECTION 19 - SEVERABILITY

Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

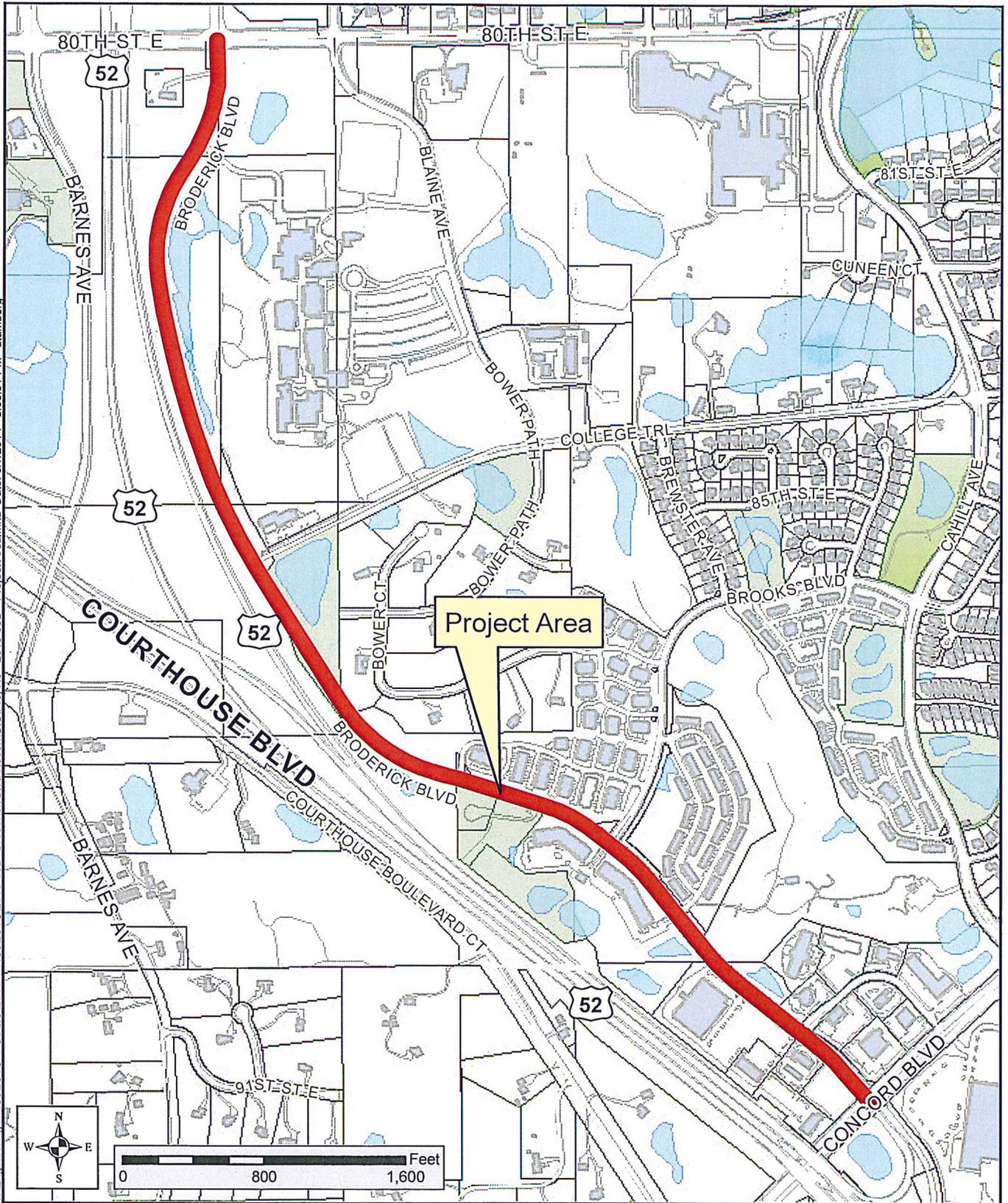
#### SECTION 20 - GOVERNING LAW

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of Minnesota.

#### SECTION 21 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of AET's proposal and general conditions by the Client, this agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's general conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued services:

Document Path: Y:\PublicWorks\Engineering\PROJECTS PUBLIC\2015-09D - Broderick Blvd Recon\GIS\Proj. No. - 2015-09D - Project Area.mxd Date: 5/7/2014 - 3:06:01 PM dtumberg



Map produced by the City of Inver Grove Heights  
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## 2015 Pavement Management Program Broderick Boulevard Improvements from 80th Street to Concord Boulevard

City Project Number 2015-09D

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 Proposal IPO No. 21 for Engineering Services from Kimley-Horn & Associates, Inc. for Preparation of the Feasibility Report and Other Engineering Services for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard**

Meeting Date: May 12, 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

*SAT*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution accepting a proposal for engineering services from Kimley-Horn & Associates, Inc. for preparation of the feasibility report and other engineering services for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard.

**SUMMARY**

Kimley-Horn & Associates, Inc. is part of the City's engineering consultant pool. Kimley-Horn is being recommended for this project based on their knowledge of the project and past experience with City projects such as the College Trail project (City Project No. 2014-09D) and various projects in the South Grove area.

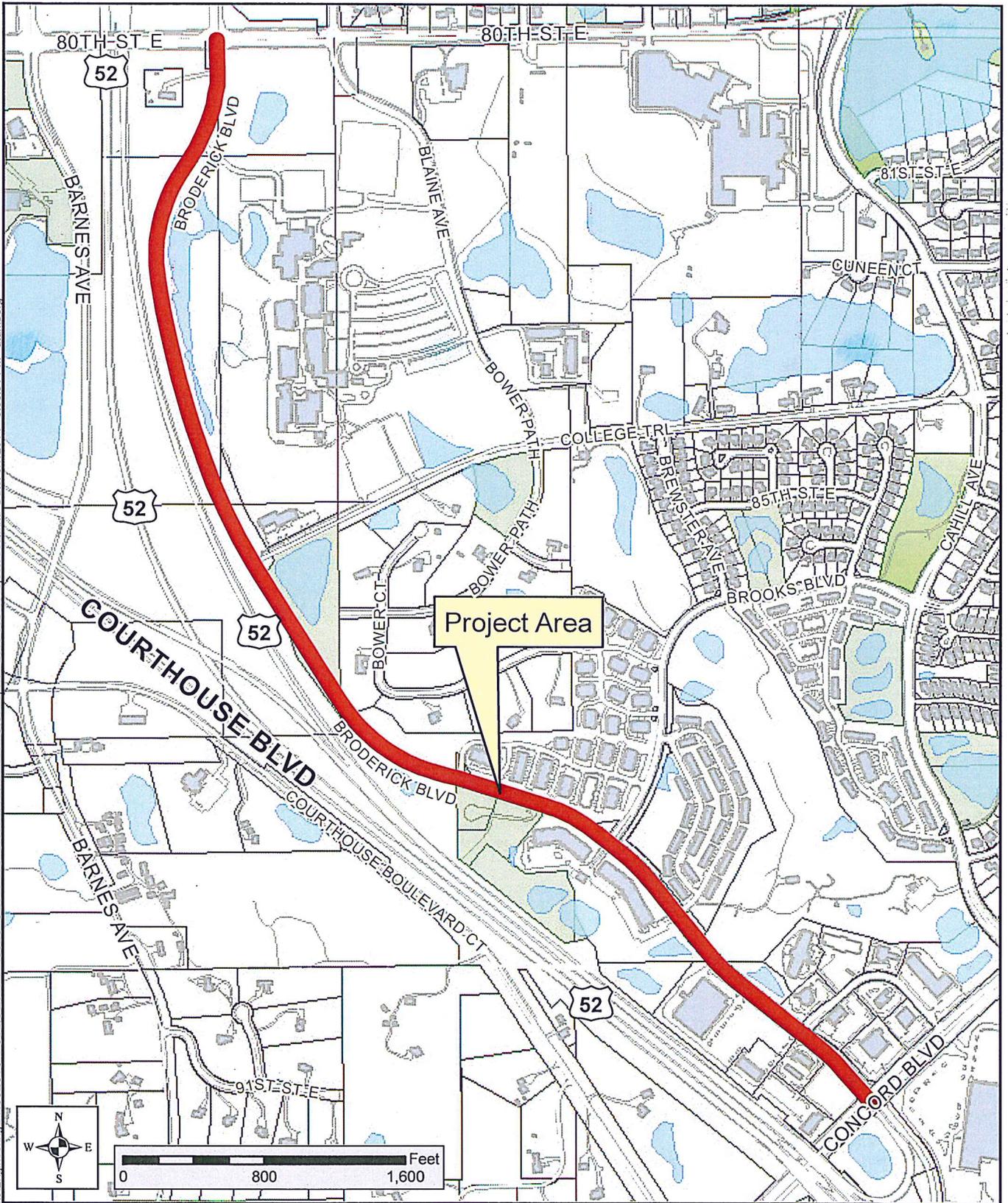
As part of the Pavement Management Program (PMP), Broderick Boulevard has been identified for reconstruction in the Pavement Management Program. A feasibility report is needed to review options for the area. This study is budgeted for in the 2014 PMP. The proposal will provide a feasibility report and review of the street with our geotechnical consultant (AET).

Due to the amount and complexity of work involved with this project, City staff is unable to complete this work in-house. The Council provided guidance on the 5-year PMP with this project in 2014. We requested a proposal from Kimley-Horn for this work. The proposal is attached. Kimley-Horn's proposed fee for the work is \$87,750. The project will consider the reconstruction of about 8,000 lineal feet of City streets.

I recommend that the Council adopt the resolution accepting the proposal from Kimley-Horn and awarding a contract to Kimley-Horn for drainage analysis and preparation of the feasibility report and other engineering services outlined in their proposal for City Project No. 2015-09D – Broderick Boulevard. The Council should also authorize preparation of appraisals for the project.

TJK/kf  
 Attachments: Map  
 Resolution  
 Kimley-Horn & Associates, Inc. IPO 21

Document Path: Y:\PublicWorks\Engineering\PROJECTS\2015-09D - Project Area.mxd Date: 5/7/2014 - 3:06:01 PM dtumberg



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## 2015 Pavement Management Program Broderick Boulevard Improvements from 80th Street to Concord Boulevard

City Project Number 2015-09D

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CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY

RESOLUTION ACCEPTING AN ENGINEERING SERVICES PROPOSAL FROM KIMLEY-HORN &  
ASSOCIATES FOR PREPARATION OF A FEASIBILITY REPORT AND DESIGN SERVICES FOR CITY  
PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION  
(FROM 80TH STREET TO CONCORD BOULEVARD)

RESOLUTION NO. \_\_\_\_\_

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

**WHEREAS**, in order to complete the design and construction plans in a timely manner for the Pavement Management Program, City Project No. 2015-09D, assistance of a consulting engineering firm is required for preparing a feasibility report; and

**WHEREAS**, City staff requested, and received, a proposal from Kimley-Horn & Associates, Inc.; and

**WHEREAS**, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Kimley-Horn & Associates, Inc. be selected from the City's engineering consultant pool as the consulting firm for City Project No. 2015-09D – Broderick Boulevard Reconstruction (from 80th Street to Concord Boulevard).

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

1. The proposal from Kimley-Horn & Associates, Inc. is accepted and staff is authorized to enter into a contract in the amount of \$87,750 for preparation of a feasibility report and other engineering services outlined in the proposal for the Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction (from 80th Street to Concord Boulevard).
2. The preparation of a feasibility report and other engineering services are authorized.
3. City staff is authorized to secure appraisals for the project.
4. Project funding is provided through the Pavement Management Fund and special assessments.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of May 2014.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 21

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

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

General Category of Services: Topographic Survey and Feasibility Study phase services for Broderick Boulevard Reconstruction project.

Specific Scope of Basic Services: Preparation of feasibility study and report for the Broderick Boulevard Reconstruction project. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Topographic Survey  
Traffic Analysis Memorandum  
Sanitary Sewer Televising Report  
Feasibility Study and Report

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

Special Terms of Compensation: None

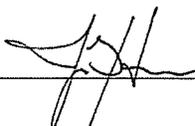
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Sr. Vice President

DATE: \_\_\_\_\_

DATE: 5/7/2014

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 21

BRODERICK BOULEVARD RECONSTRUCTION  
CITY PROJECT 2015-09D

We understand the City is planning to reconstruct Broderick Boulevard from 80<sup>th</sup> Street East to Concord Boulevard in 2016. This IPO includes topographic survey, feasibility study and preliminary design phase services for City Project 2015-09D, Broderick Boulevard Reconstruction. The Scope of Work detailed below assumes the project will consist of the reconstruction of approximately 8,000 feet of Broderick Boulevard from 80<sup>th</sup> Street East to Concord Boulevard within existing City right-of-way.

**1. PROJECT MANAGEMENT/PUBLIC INVOLVEMENT**

**A. Project Management**

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budgets, staff roles, and responsibilities of all team members throughout the project. We will communicate directly with the City's project manager on a regular basis to discuss design decisions and progress throughout the project. We will manage day-to-day activities and milestones within the project. Kimley-Horn will prepare monthly billing invoices and provide a summary of the work tasks completed at the end of each month upon request.

**B. Stakeholder Involvement/Meetings**

The feasibility study phase of the project will include meetings with area property owners and stakeholders to gather input on the proposed improvements. We will attend up to three (3) individual meetings with project stakeholders to discuss the project. We have assumed these meetings may include Inver Grove Heights Community College and/or local business owners in the Concord Boulevard area.

We will assist City staff with correspondence and coordination with residents and stakeholders within the project area. We have assumed this will include the preparation of up to two (2) letters which will be mailed to residents to inform them of the project. We have assumed we will coordinate mailings to up to 50 residents/stakeholders to notify them of the project. We have assumed the City will provide postage and mail the letters.

**C. Informational Meetings, Council Work Session, and Public Hearing**

We will prepare for and attend up to two (2) public open house meetings. We have assumed one open house meeting will be conducted for residential properties in the project area. We have assumed the other open house will be conducted during business hours for the commercial properties in the project area.

Kimley-Horn will attend and present at one (1) City Council work session to update the Council on the findings of the feasibility analysis prior to submittal of the final

feasibility report. We will also attend one (1) regular City Council meeting where we have assumed the Council will accept the feasibility report and order the final design of the project.

## **2. FEASIBILITY STUDY SERVICES**

### **A. Topographic Survey and Base Mapping**

Gorman Surveying Inc., as a Kimley-Horn sub-consultant, will obtain topographic survey information of the project area necessary for the final design of the Broderick Boulevard Reconstruction project. We will provide an AutoCAD file containing the base mapping. At this time, no survey is proposed to be obtained outside of the existing right-of way. The following is a summary of the information that will be gathered through the topographic survey work:

- i. Surface Features such as Signs, Light Poles, Trees, and Mailboxes
- ii. Private Driveway Profiles and Garage Floor Elevations
- iii. Profile Streets and Intersections including Edge/Center of Pavement
- iv. Locate Existing Property Irons and Underground Utilities (Gopher One Call)
- v. Survey Utilities (Storm Drain, Sanitary Sewer and Watermain Structures)
- vi. Establish Survey Control and Set Project Benchmarks

### **B. Sanitary Sewer Televising**

Visu-Sewer, as a Kimley-Horn sub-consultant, will televise the existing sanitary sewer mains and services along Broderick Boulevard. Visu-Sewer will supply a video of the televising to be delivered to City utility staff for analysis. For the purposes of this proposal, we have assumed the project consists of the televising of up to 2,500 feet of 8" DIP or PVC and 2,750 feet of 21-30" RCP sanitary sewer lines. We have assumed any cleaning or flushing of the sanitary lines will be completed by City utility maintenance staff.

### **C. Broderick Boulevard Traffic Analysis**

Kimley-Horn will prepare a traffic analysis along Broderick Boulevard between 80<sup>th</sup> Street and Concord Boulevard. The study will include a pedestrian crossing analysis at 80<sup>th</sup> Street, ADA compliance analysis for the Concord Boulevard and 80<sup>th</sup> Street intersections, intersection control analysis at College Trail, and center median treatment analysis at Brooks Boulevard. The intersection control analysis at College Trail will look at the feasibility of a mini roundabout at the intersection. The traffic analysis will also include a lane configuration analysis for Broderick Boulevard between Brooks Boulevard and Concord Boulevard. The analysis will require new traffic counts at the three intersections of College Trail, Brooks Boulevard, and Buchanan Trail. A memorandum summarizing the findings of the analysis will be prepared and included as an appendix to the feasibility report.

### **D. Pavement Alternative Evaluation**

Kimley-Horn will coordinate the work of American Engineering Testing (AET) for the evaluation of the existing pavement and development of pavement design

recommendations for the project. We assume all geotechnical service provided by AET on the project will be directly contracted with the City. We have assumed the need to evaluate up to three (3) reconstruction methods to develop a cost benefit analysis. We anticipate the three alternatives will include a full bituminous reconstruction, partial bituminous reconstruction, and a concrete pavement alternative. We will develop preliminary cost estimates to support the analysis. The evaluation will be documented in the geotechnical report and memorandum to be attached as an appendix to the feasibility report.

**E. Preliminary Drainage Analysis**

We will update the drainage analysis completed as part of the College Trail project (CP 2014-09D) to include the remainder of the Broderick Boulevard area. We will utilize the existing model information, along with any additional information provided by the City, obtained by the surveyor, and/or observed through site visits to identify potential deficiencies in the current drainage infrastructure. We will work with the City's stormwater consultant, Barr Engineering, to coordinate any regional drainage improvements that may be cost-effective to include in the project. We have assumed any work by Barr Engineering on the project will be directly contracted with the City. We will provide a preliminary layout of the proposed storm sewer system and identify possible locations for stormwater BMP's to meet the City's treatment goals. We have assumed our area of study will not exceed the area bounded by 80<sup>th</sup> Street, Cahill Avenue, Concord Boulevard, and TH 52.

**F. Wetland Delineation and Report**

We will collect background information including National Wetland Inventory, Dakota County Soil Survey, precipitation data and aerial photographs to be used to identify potential wetland areas. Wetland delineation, using Routine Wetland Delineation Methods, would be conducted on-site to determine the jurisdictional wetland boundaries within the project area. We have assumed the delineation of up to seven (7) wetland boundaries may be necessary. Flags will be placed to delineate boundaries and GPS surveyed by Kimley-Horn. We will conduct a Technical Evaluation Panel (TEP) meeting to review and approve the delineation with the City of Inver Grove Heights, BWSR, Lower Mississippi River WMO, MN DNR, and USACE.

**G. Roadway and Trail Geometrics**

Based on the outcomes of the traffic analysis, we will identify proposed changes to the typical section to better accommodate traffic flow in the Concord Boulevard area and at the College Trail intersection. We have assumed that this may include re-configuration of the number of lanes and addition of turn lanes if warranted.

We also understand the City's Sidewalk and Trail Gap Study has identified the segment of Broderick Boulevard from College Trail to 80<sup>th</sup> Street as a priority segment the pedestrian/bike facilities. We will identify a recommended alignment and typical section for the trail along this segment of Broderick Boulevard as part of the feasibility

study.

**H. Review Existing Right-of-Way for Potential Vacation**

We will review the Broderick Boulevard right-of-way for potential MnDOT vacation of excess right-of-way. We have assumed this task will include the review of agreements between MnDOT and the City of Inver Grove Heights and the evaluation of City right-of-way needs for the corridor.

**I. Identify Proposed Improvements**

The feasibility study and report will summarize the findings of the analysis listed above and identify the proposed street, storm drainage, and utility improvements to be included as a part of the project.

**J. Preliminary Cost Estimates**

We will prepare a preliminary engineer's estimate of probable construction costs based on the recommended improvements. We have assumed the cost estimate will be reviewed by City staff during update meetings and following the submittal of the draft report. We will revise the estimates based on input received during those comment periods.

**K. Financing Plan**

We will work with City staff to develop a financing plan for the proposed improvements consistent with MN Statute 429 regarding assessments. We have assumed the City will provide tax identification numbers and street addresses for the properties to be assessed. We have also assumed the City will hire the appraiser to define sustainable assessments by property.

The study will detail potential funding programs that may be available to help fund the project improvements. The study will evaluate the qualifications for those funding sources and provide a recommendation on whether the project improvements meet those qualifications.

**L. Report Preparation**

We will provide a feasibility study and report detailing the results of the work tasks described above. We will provide the City with three (3) copies of a draft report and up to fifteen (15) copies of the final version of the report. We will also provide the City with an electronic copy of the report at draft and final stages.

**M. Meetings**

We will attend up to three (3) project meetings with City staff to discuss the analysis and findings of the feasibility report. We have assumed that we will have a kick-off meeting with City staff following notice to proceed, a meeting to review the preliminary studies, and a draft report review meeting to discuss any comments.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 21

BRODERICK BOULEVARD RECONSTRUCTION  
CITY PROJECT 2015-09D

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

<u>Work Task</u>	<u>Estimated Fee</u>
1 Project Management/Public Involvement	\$ 16,950
2 Feasibility Study Services	\$ 67,100
Subtotal	\$ 84,050
<u>Reimbursable Expenses</u>	<u>\$ 3,700</u>
Total	\$ 87,750

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$87,750 including all labor and reimbursable expenses. Please see the attached spreadsheet for a more detailed breakdown of costs.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 21

BRODERICK BOULEVARD RECONSTRUCTION  
CITY PROJECT 2015-09D

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

Notice to Proceed	May 2014
Data Collection (Traffic, Survey, Geotechnical)	May/June 2014
Prepare Draft Feasibility Report	June-August 2014
Property Owner Meetings	September 2014
Finalize Feasibility Report	October 2014
Council Receives Feasibility Report	November 2014
Final Design	2015
Construction	2016

**DETAILED ESTIMATED COST SUMMARY**  
**BRODERICK BLVD IMPROVEMENTS**  
 PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.

TITLE	CLIENT MANAGER	PROJECT MANAGER	DESIGN ENGINEER	CADD DESIGNER	CLERICAL	SUB CONSULTANT	TOTAL COST	TOTAL HOURS
<b>1. PROJECT MANAGEMENT/PUBLIC INVOLVEMENT</b>								
A) Project Management	2	32	0	0	4		\$5,340	38
B) Stakeholder Involvement/Meetings (up to 3)	0	16	12	0	4		\$3,930	32
C) Public Meetings/Open House/ City Council (up to 4)	8	24	16	8	0		\$7,680	56
<b>TOTAL</b>	<b>10</b>	<b>72</b>	<b>28</b>	<b>8</b>	<b>8</b>	<b>\$0</b>	<b>\$16,950</b>	<b>126</b>
<b>2. FEASIBILITY STUDY AND REPORT</b>								
A) Topographic Survey and Base Mapping	0	0	4	4	0	\$ 15,000.00	\$910	8
B) Sanitary Sewer Televising	0	2	4	0	0	\$ 5,500.00	\$720	6
C) Traffic Analysis	0	10	70	0	0	\$ 1,650.00	\$8,975	80
D) Pavement Alternative Evaluation	1	8	20	0	0		\$3,500	29
E) Preliminary Drainage Analysis	0	6	20	2	0		\$3,260	28
F) Wetland Delineation Report	2	0	40	0	0		\$4,680	42
G) Roadway and Trail Geometrics	1	4	16	12	0		\$3,930	33
H) Review Existing ROW for Vacation	2	8	8	0	0		\$2,400	18
I) Identify Proposed Improvements	0	6	12	4	2		\$2,800	24
J) Preliminary Cost Estimates	1	6	16	4	0		\$3,260	27
K) Financing Plan	2	8	8	0	0		\$2,400	18
L) Report Preparation	1	8	24	8	4		\$5,210	45
M) Meetings	2	10	10	0	0		\$2,905	22
<b>TOTAL</b>	<b>12</b>	<b>76</b>	<b>252</b>	<b>34</b>	<b>6</b>	<b>\$22,150</b>	<b>\$44,950</b>	<b>380</b>
<b>PROJECT SUBTOTALS</b>	<b>22</b>	<b>148</b>	<b>280</b>	<b>42</b>	<b>14</b>	<b>\$ 22,150.00</b>	<b>\$ 61,900.00</b>	<b>506</b>
<b>REIMBURSABLE EXPENSES &amp; PERMIT FEES</b>							<b>\$3,700</b>	
<b>PROJECT TOTALS</b>							<b>\$87,750</b>	<b>506</b>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Resolution Approving Assessment Agreement and Four Easement Agreements by and between the Minnesota State Colleges and Universities System (Inver Hills Community College) for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction**

Meeting Date: May 12, 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



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 Funds, Special Assessments, State Aid Funds, Water Fund, Sewer Fund

**PURPOSE/ACTION REQUESTED**

Consider Resolution Approving Assessment Agreement and Four Easement Agreements by and between the Minnesota State Colleges and Universities System (Inver Hills Community College) for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction.

**SUMMARY**

A key component to proceeding with Project 2014-09D (College Trail Reconstruction) is arriving at an agreement with Minnesota State Colleges and Universities System, an entity of the State of Minnesota. This entity owns and operates Inver Hills Community College. Three issues arose:

- 1.) Under Minn. Stat. § 435.19, the College as a state entity has the right to determine what amount of special assessments it will pay, irrespective of what the City proposes. The original assessment proposed in the Feasibility Study by the City was \$357,674. The proposed final assessment amount is \$354,139.56.
- 2.) The City's design calls for the City to obtain four (4) easements from the College. Those easements are:
  - a.) Permanent Utility, Drainage and Storm Water Ponding Easement Agreement for Dakota County Tax Identification Number 20-01600-03-012;
  - b.) Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-03-012;
  - c.) Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-77-020;
  - d.) Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-04-011.

If the easements are not obtained, the substitute design would be to install substantial retaining walls with a corresponding Project cost increase in the range of \$80,000 to \$100,000.

- 3.) Without voluntary grant of the easements, there is a serious legal question as to whether the City has any authority to condemn the easements when the property is owned by the state.

The Public Works Department has spent three months in negotiations with the College and in working with the College Board, the College President and the College's appraisers. An agreement has been reached.

**Section 2. Agreement.** The Agreement is attached to this Memo. The salient portions of the Agreement are:

- 1.) The College will pay a special assessment of \$190,000. In consideration of the College granting the easements and in consideration of the wavier of any assessment appeal, the City will use Project funds to pre-pay the difference between the proposed final assessment of \$354,139.56 and the remaining assessment of \$190,000. The College will pay the remaining \$190,000, with interest, by making ten (10) annual installment payments.
- 2.) Without further consideration, the College will grant the easements and also grant the City temporary permission for a construction staging area on the College property.
- 3.) The College will not file any objection to the Project.

**Section 3. Council Action.** The Council is asked to approve the Resolution that approves the Agreement and the four Easement Agreements.

TJK/kf

Attachments: Resolution  
E-mail from Dee Bernard, IHCC  
Map of easements  
IHCC Assessment Agreement and Easement Agreements

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

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AGREEMENT BY AND BETWEEN MINNESOTA STATE COLLEGES  
AND UNIVERSITIES SYSTEM AND CITY OF INVER GROVE HEIGHTS RELATING TO PAYMENT OF  
SPECIAL ASSESSMENTS FOR CITY PROJECT NO. 2014-09D – COLLEGE TRAIL  
RECONSTRUCTION AND BARBARA AVENUE PARTIAL RECONSTRUCTION**

**WHEREAS**, a key component to proceeding with Project 2014-09D (College Trail Reconstruction) is arriving at an agreement with Minnesota State Colleges and Universities System, an entity of the State of Minnesota. This entity owns and operates Inver Hills Community College.

**WHEREAS**, three issues arose:

1. Under Minn. Stat. § 435.19, the College as a state entity has the right to determine what amount of special assessments it will pay, irrespective of what the City proposes. The original assessment proposed by the City was \$357,674.
2. The City's design calls for the City to obtain four (4) easements from the College. Those easements are:
  - a) Permanent Utility, Drainage and Storm Water Ponding Easement Agreement for Dakota County Tax Identification Number 20-01600-03-012;
  - b) Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-03-012;
  - c) Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-77-020;
  - d) Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-04-011.

If the easements are not obtained, the substitute design would be to install substantial retaining walls with a corresponding Project cost increase in the range of \$80,000 to \$100,000.

3. Without voluntary grant of the easements, there is a serious legal question as to whether the City has any authority to condemn the easements when the property is owned by the state.

**WHEREAS**, the Public Works Department has spent three months in negotiations with the College and in working with the College Board, the College President and the College's appraisers. An agreement has been reached.

**WHEREAS**, the salient portions of the attached Agreement are:

1. The College will pay a special assessment of \$190,000. In consideration of the College granting the easements and in consideration of the waiver of any assessment appeal, the City will use Project funds to pre-pay the difference between the proposed final assessment of \$354,139.56 and the remaining assessment of \$190,000. The College will pay the remaining \$190,000, with interest, by making ten (10) annual installment payments.

RESOLUTION NO. \_\_\_\_\_

Page 2 of 2

2. Without further consideration, the College will grant the easements and also grant the City temporary permission for a construction staging area on the College property.
3. The College will not file any objection to the Project.

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

1. The City Council approves the Agreement By and Between Minnesota State Colleges and Universities System and City of Inver Grove Heights Relating To Payment of Special Assessments for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction.
2. The City Council approves the Easement Agreements referenced above.
3. The Mayor and Deputy Clerk are authorized to execute the attached Agreement and the Easement Agreements.

Adopted by the City Council of Inver Grove Heights this 12<sup>th</sup> day of May, 2014

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy Clerk

## Tom Kaldunski

---

**From:** Dee Bernard [dbernar@inverhills.mnscu.edu]  
**Sent:** Tuesday, May 06, 2014 10:03 PM  
**To:** Tom Kaldunski  
**Cc:** Patrick Buhl; eric.fosmo@kimley-horn.com  
**Subject:** RE: Waiver Agreements Status College Trail

Hi Tom – the changes are agreeable – please proceed.

---

**From:** Tom Kaldunski [<mailto:tkaldunski@invergroveheights.org>]  
**Sent:** Tuesday, May 06, 2014 9:08 AM  
**To:** Dee Bernard  
**Cc:** Patrick Buhl; [eric.fosmo@kimley-horn.com](mailto:eric.fosmo@kimley-horn.com)  
**Subject:** Waiver Agreements Status College Trail

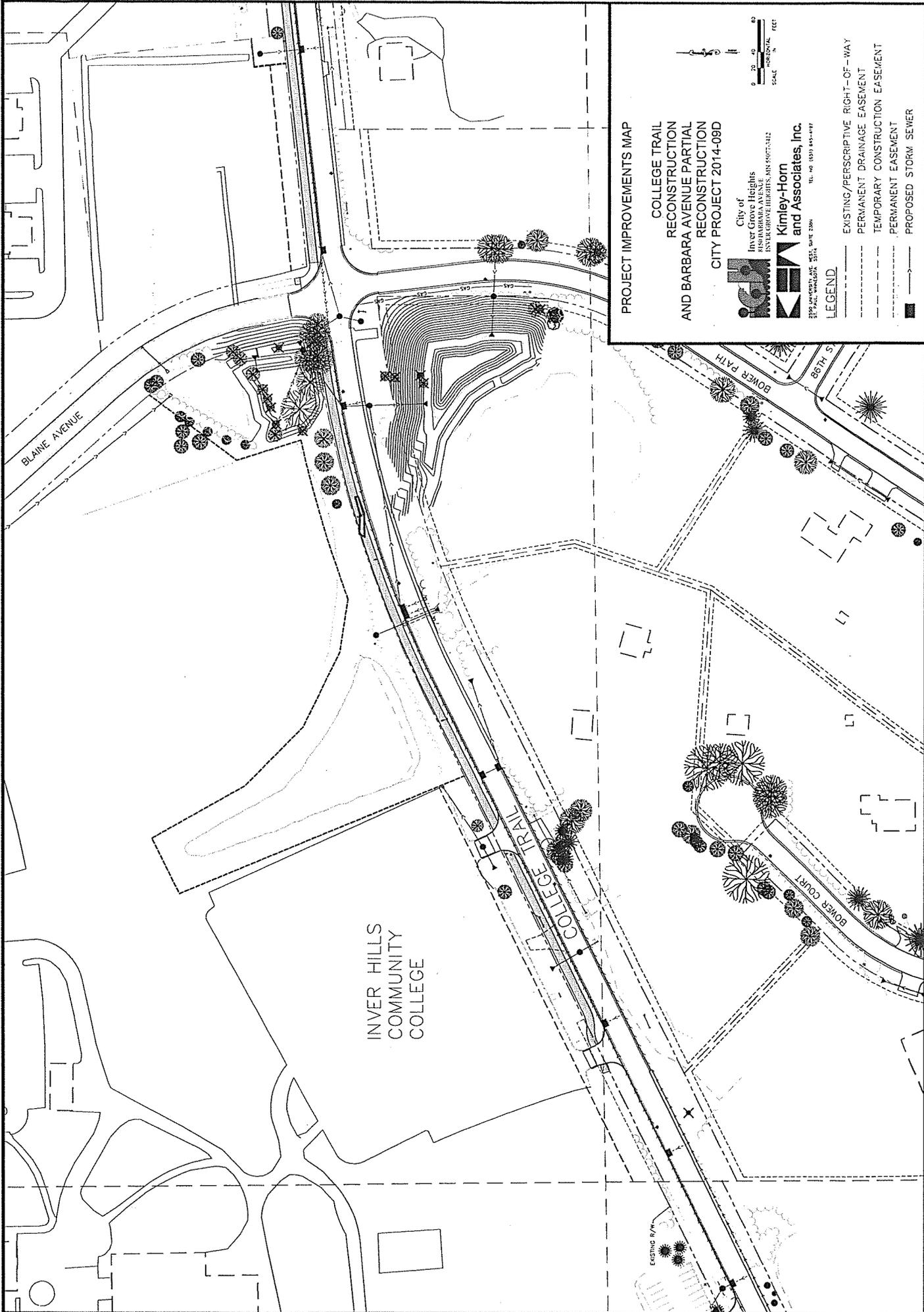
*Dee,*

*I am following up on the revised agreements for the College Trail project that we sent to you on Thursday, May 1<sup>st</sup>. Per our correspondence on May 1st, the City needs to know that the college is prepared to execute this agreement by Thursday May 8, 2014, by noon at the latest. That would allow me to place the documents on the May 12, 2014 Council agenda for their approval and execution. I will provide you with three signed copies on May 13, 2014 for the execution of the documents by the college. This is critical to the project remaining on schedule for the 2014 construction season.*

*Please let me know if you have any questions or would like to discuss the agreements.*

*Thank you*

Thomas J. Kaldunski, PE  
City Engineer  
City of Inver Grove Heights  
651-450-2572



**PROJECT IMPROVEMENTS MAP**

**COLLEGE TRAIL  
RECONSTRUCTION  
AND BARBARA AVENUE PARTIAL  
RECONSTRUCTION  
CITY PROJECT 2014-09D**

City of  
Inver Grove Heights  
4150 BARBARA AVENUE  
INVER GROVE HEIGHTS, MN 56077-3112

**Kimley-Horn  
and Associates, Inc.**  
2309 UNIVERSITY AVE., SUITE 2300  
ST. PAUL, MINNESOTA 55105  
TEL. NO. (651) 845-4187



**LEGEND**

- EXISTING/PERSPECTIVE RIGHT-OF-WAY
- - - PERMANENT DRAINAGE EASEMENT
- - - TEMPORARY CONSTRUCTION EASEMENT
- - - PERMANENT EASEMENT
- PROPOSED STORM SEWER

INVER HILLS  
COMMUNITY  
COLLEGE

COLLEGE TRAIL

BLAINE AVENUE

BOWER PATH

BOWER COURT

EXISTING PAV.

**AGREEMENT BY AND BETWEEN MINNESOTA STATE COLLEGES AND  
UNIVERSITIES SYSTEM AND CITY OF INVER GROVE HEIGHTS  
RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR  
CITY PROJECT NO. 2014-09D – COLLEGE TRAIL RECONSTRUCTION AND  
BARBARA AVENUE PARTIAL RECONSTRUCTION**

**THIS AGREEMENT** (Agreement) is made, entered into and effective this \_\_\_\_ day of May, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”), and the State of Minnesota, by and through its Board of Trustees of the Minnesota State Colleges and Universities, a public higher education entity of the State of Minnesota (hereafter referred to as “College”). This Agreement is being entered into on behalf of Inver Hills Community College. 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**  
**RECITALS**

**Recital No. 1.** The City of Inver Grove Heights (City) is a Minnesota municipal corporation. The Minnesota State Colleges and Universities System (College) is a statutorily established public higher education entity of the State of Minnesota.

**Recital No. 2.** The College owns and operates Inver Hills Community College located on land in the City of Inver Grove Heights, Dakota County, Minnesota (College Property). The College Property, in general, has the following boundaries:

- a.) On the north, 80<sup>th</sup> Street;
- b.) On the south, College Trail;
- c.) On the west, Broderick Boulevard and State Trunk Highway No. 52; and
- d.) On the east, property owned by Independent School District No. 199.

The three tax parcels of the College Property that abut College Trail are identified below:

- Dakota County Tax Parcel No. 20-01600-03-012;
- Dakota County Tax Parcel No. 20-01600-04-011; and
- Dakota County Tax Parcel No. 20-01600-77-020.

These three tax parcels are hereafter referred to as “Assessable College Property”.

**Recital No. 3.** As part of the City’s Pavement Management Program, College Trail from Broderick Boulevard to Cahill Avenue has been identified for full reconstruction in 2014 (the College Trail Reconstruction). Specifically the portion of College Trail Reconstruction from Broderick Boulevard to Blaine Avenue will directly affect the College Property.

**Recital No. 4.** The College Trail Reconstruction includes the reconstruction of College Trail (including subgrade correction, aggregate base, bituminous pavement and ditch restoration) and the construction of trail improvements.

**Recital No. 5.** The City has identified and labeled such reconstruction and associated improvements for the College Trail Reconstruction as City Project No. 2014-09D - College Trail Reconstruction and Barbara Avenue Partial Reconstruction (the Project).

**Recital No. 6.** The City is willing to construct the Project if the College is willing to pay for its share of the Project as determined through the Minnesota Statutes 429 process and the feasibility study.

**Recital No. 7.** The College is willing to pay an amount not to exceed the Waived Amount for its share of the Project Costs (as hereafter defined).

**Recital No. 8.** Under Chapters 429 and 435 of the Minnesota Statutes and more specifically Minn. Stat. §§ 429.061 and 435.19, the City has the authority to specially assess the costs of the Project against the College Property.

**Recital No. 9.** Under Section 435.19 of the Minnesota Statutes, the College has the authority to determine what amount of the costs it will pay, such amount to be commensurate with the benefit received by the Assessable College Property from the Project as determined by the College.

**Recital No. 10.** The City is not willing to construct the Project unless the College agrees to pay for its share of the Project Costs as hereafter defined.

**Recital No. 11.** The College acknowledges that the Assessable College Property will be benefitted by the Project in an amount up to the Waived Amount.

**Recital No. 12.** The College has had the opportunity to review the feasibility report and to inquire as to the scope of the Project and the estimated cost thereof.

**ARTICLE 2**  
**DEFINITIONS**

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

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

**2.3 College.** “College” means the State of Minnesota, by and through its Board of Trustees of the Minnesota State Colleges and Universities, a public higher education entity of the State of Minnesota on behalf of Inver Hills Community College.

**2.4 Assessable College Property.** “Assessable College Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, identified as Dakota County Tax Parcel Nos. 20-01600-03-012, 20-01600-04-011 and 20-01600-77-020.

**2.5 Project.** “Project” means City Project No. 2014-09D (College Trail Reconstruction and Barbara Avenue Partial Reconstruction) which includes, but is not limited to, reconstruction of College Trail from Broderick Boulevard to Cahill Avenue (including subgrade correction, aggregate base, bituminous pavement and ditch restoration) and the construction of trail improvements.

**2.6 Feasibility Report.** “Feasibility Report” means that certain Feasibility Study and Report dated December 9, 2013, prepared for the City of Inver Grove Heights by Kimley-Horn and Associates, Inc., relating to the Project.

**2.7 Project Costs.** “Project Costs” means the total of the following:

a.) Actual construction costs paid by the City to the Contractor for the Project

PLUS

b.) Change Orders

PLUS

c.) Actual engineering, fiscal, legal and administration costs not to exceed 30% of the actual construction costs

PLUS

d.) Contingency costs, as actually expended, but not to exceed 10% of actual construction costs.

e.) Minus any cost adjustments, savings or other reductions in the total project cost.

**2.8 Project Plans.** “Project Plans” means the plans, specification, general and special conditions; and addenda, if any; and construction contract documents; together with any Change Orders approved by the City, all relating to the Project. The City has provided a copy of the Project Plans to the College and the College has approved the Project Plans.

**2.9 Contractor.** “Contractor” means the person or entity which is awarded the contract for the construction of the Project.

**2.10 Change Order.** If a Change Order affects work on the easement areas granted by the College to the City, the City will not approve the Change Order unless the College, acting through the College Representative, first approves the Change Order; within seven (7) days after the City submits such Change Order to the College Representative, the College, acting through the College Representative, will respond to the City’s request; the College will not unreasonably withhold or condition its approval.

**2.11 Uncontrollable Circumstances.** “Uncontrollable Circumstances” means the occurrence or non-occurrence of acts or events beyond the reasonable control of the party relying thereon, and not the result of willful or negligent action or inaction of the party claiming the event as an Uncontrollable Circumstance, that materially adversely affects the performance of the party claiming the event as an Uncontrollable Circumstance including but not limited to the following:

- a.) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting 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 failure, and fires or explosions.
- b.) The adoption of or changes in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement.
- c.) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the Project.
- d.) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such

party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party.

e.) Strikes or other such labor disputes.

**2.12 City Representative.** “City Representative” means Scott Thureen, Director of Public Works for the City.

**2.13 College Representative.** “College Representative” means Dee Barnard, Chief Financial Officer of Inver Hills Community College.

**2.14 System Representative.** “System Representative” means Greg Ewig, Director, Capital Development, 30 E. 7<sup>th</sup> Street, Suite 350, St. Paul, Minnesota 55101.

**2.15 Waived Amount.** “Waived Amount” means the sum of \$190,000.

### **ARTICLE 3** **CITY COVENANTS, RIGHTS AND DUTIES**

**3.1 ORDERING OF THE PROJECT.** The College will not object if, without notice and without a public hearing, the City, by resolution, orders the Project.

**3.2 BID AWARD.** Pursuant to the Uniform Municipal Contracting Law Minn. Stat. § 471.345, the City shall obtain sealed bids for the construction of the Project. City by resolution shall award the construction contract for the Project to the lowest responsible bidder.

The construction contract shall specify that with respect to the portion of the Project between Blaine Avenue and Broderick Avenue, such portion shall be open for public vehicular traffic and no construction activity shall take place on that portion during the following periods of time:

- a.) May 17, 2014 and May 18, 2014;
- b.) August 16, 2014 through and including August 20, 2014.

**3.3 ASSESSMENT OF PROJECT COSTS.** The City, without notice and without public hearing, may by resolution specially assess a portion of the Project Costs against the Assessable College Property. Pursuant to Minn. Stat. § 435.19, the City shall transmit the resolution levying the special assessments to the College by mailing the same to the College and System Representatives. The special assessments shall be on the following terms:

- a.) The amount of the special assessments against the Assessable College Property payable by the College shall be the Waived Amount (\$190,000). The City may specially assess the Assessable College Property more than the Waived Amount, but any amount assessed above the Waived Amount shall be prepaid by the City so that the actual

amount payable by the College is the Waived Amount; such prepayment by the City is in consideration for grant of the easements (referenced in Section 4.7) and for the other covenants and agreements made by the College in this Agreement.

- b.) Up to December 31, 2014, the College may pay off the entire sum of the Waived Amount special assessment without interest. Any amount levied by the City above the Waived Amount shall be prepaid by the City.
- c.) If the College does not pay off the entire sum of the Waived Amount special assessment, then the unpaid principal sum of the Waived Amount special assessment against the Assessable College Property shall be payable by the College in ten (10) equal annual principal installment payments, plus and together with interest on the unpaid principal balance at the rate of no more than 1.5 percent (1.5%) above the interest rate that the City pays for the bonds issued for the Project. Such annual payments shall be made on August 1 of each year beginning August 1, 2016, and continuing to August 1, 2025. Interest shall begin to accrue from and after January 1, 2015.
- d.) All payments shall be made directly to the City by a check payable to the City of Inver Grove Heights sent to the following:

Kristi Smith, City Finance Director  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

- e.) The College may pay off the entire unpaid principal balance of the Waived Amount special assessment by paying the principal unpaid balance plus interest through July 31 of the year in which the payoff occurs.

**3.4 AUTHORITY.** The City represents to the College that the City has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons or other entities are necessary in connection with the authority of the City to enter into and perform its obligations under this Agreement.

**ARTICLE 4**  
**COLLEGE COVENANTS, RIGHTS AND DUTIES**

**4.1 WAIVER OF NOTICE AND HEARING FOR ORDERING THE PROJECT.** Provided that the City complies with this Agreement, the College hereby waives all procedural and substantive objections to the ordering of the Project by the City. Without limiting the foregoing, the College specifically waives any notice and hearing requirements relating to the City ordering the Project.

**4.2 WAIVER OF NOTICE AND HEARING FOR SPECIAL ASSESSMENTS; WAIVER OF OBJECTION TO SPECIAL ASSESSMENTS.** Provided that the City complies with this Agreement, the College hereby waives all procedural and substantive objections to the levying of the special assessments by the City against the Assessable College Property for the Project up to the Waived Amount. Without limiting the foregoing, the College specifically waives any notice and hearing requirements relating to the levying of the special assessments up to the Waived Amount against the Assessable College Property. Provided that the City complies with this Agreement, up to the Waived Amount, the College waives any claim that the special assessments exceed the benefit to the Assessable College Property. Provided that the City complies with this Agreement, up to the Waived Amount, the College waives any appeal rights otherwise available under Minn. Stat. §§ 429.081 or 435.19. The College acknowledges that the benefit from the Project to the Assessable College Property is up to the Waived Amount.

**4.3 AGREEMENT TO PAY SPECIAL ASSESSMENTS.** Pursuant to the terms set forth in Section 3.3 of this Agreement, the College hereby agrees to pay the special assessments to be levied by the City up to the Waived Amount.

**4.4 AUTHORITY.** The College represents to the City that the College has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons or other entities are necessary in connection with the authority of the College to enter into and perform its obligations under this Agreement.

**4.5 VOLUNTARY WAIVERS.** The waivers made by the College in this Agreement are knowingly and voluntarily made by the College and are continuing and irrevocable.

**4.6 LACK OF APPROPRIATION.** The College's obligation to make payments under this Agreement is subject to a legislative appropriation during each biennium which can be used by the College for such purpose. The College is not obligated for any such payments which are specifically proscribed by legislative enactment. The College shall utilize its best efforts in obtaining the necessary legislative appropriations to make the payments required hereunder. The College shall not be assessed any penalty because of a decision by the legislature not to approve funds. If funds are not made available by the legislature, the College shall include the payments in its budget requests thereafter until the payments are made to the City.

**4.7 GRANT OF EASEMENTS.** Within -twenty (20) days after execution of this Agreement, without cost to the City, the College shall grant the City the following easements for the Project:

- a.) Permanent Utility, Drainage and Storm Water Ponding Easement Agreement for Dakota County Tax Identification Number 20-01600-03-012;

- b.) Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-03-012;
- c.) Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-77-020;
- d.) Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-04-011;

all as shown and depicted on the Easement Sketches attached as **Exhibit A**.

Such temporary construction easements or rights of entry shall terminate no later than December 31, 2015. The permanent easements shall be recorded by the City. The temporary construction easements and rights of entry shall not be recorded against the Assessable College Property. The above-listed easement agreements are attached as **Exhibit B**.

**4.8 GRANT OF LICENSE FOR STAGING AREA.** Upon request of the City and without cost to the City, the College shall grant the City a temporary license to use an area on the College Property at the northeast corner of Blaine Avenue and College Trail as a contractor staging area until December 31, 2015 and subject to the terms and conditions approved by the College Representative and the City Representative and subject to the configuration of the area being determined by the College Representative and the City Representative.

**ARTICLE 5**  
**MISCELLANEOUS**

**5.1 NOTICES.** All notices required or permitted pursuant to this Agreement shall be in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

**IF TO CITY:**

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

**IF TO COLLEGE:**

Minnesota State College and Universities System  
C/o Dee Barnard, Chief Financial Officer  
Inver Hills Community College  
2500 80<sup>th</sup> Street East  
Inver Grove Heights, MN 55076

With a copy to:

Greg Ewig, Capital Development  
Minnesota State Colleges and Universities  
30 E. 7<sup>th</sup> Street, Suite 350  
St. Paul, MN 55101

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

**5.2 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.

**5.3 SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants and agreements by the other party shall survive the execution and termination of this Agreement.

**5.4 ALTERATION.** Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

**5.5 WAIVER.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**5.6 SEVERABILITY.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

**5.7 INTERPRETATION ACCORDING TO MINNESOTA LAW.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

**5.8 ENTIRE AGREEMENT.** With respect to the Project, this Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**5.9 HEADINGS.** The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

**5.10 FURTHER ACTION.** The parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

**5.11 PARTIES IN INTEREST.** This Agreement shall be binding upon and insure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

**5.12 STATE AUDIT.** The books, records, documents and accounting practices and procedures of the City relevant to this Agreement shall be subject to examination by the College, and either the Minnesota Legislative Auditor or State Auditor as appropriate for a minimum of six years.

**IN WITNESS WHEREOF,** the parties have executed 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

**MINNESOTA STATE COLLEGE AND UNIVERSITY SYSTEM**

By: \_\_\_\_\_  
Its:

ATTEST:

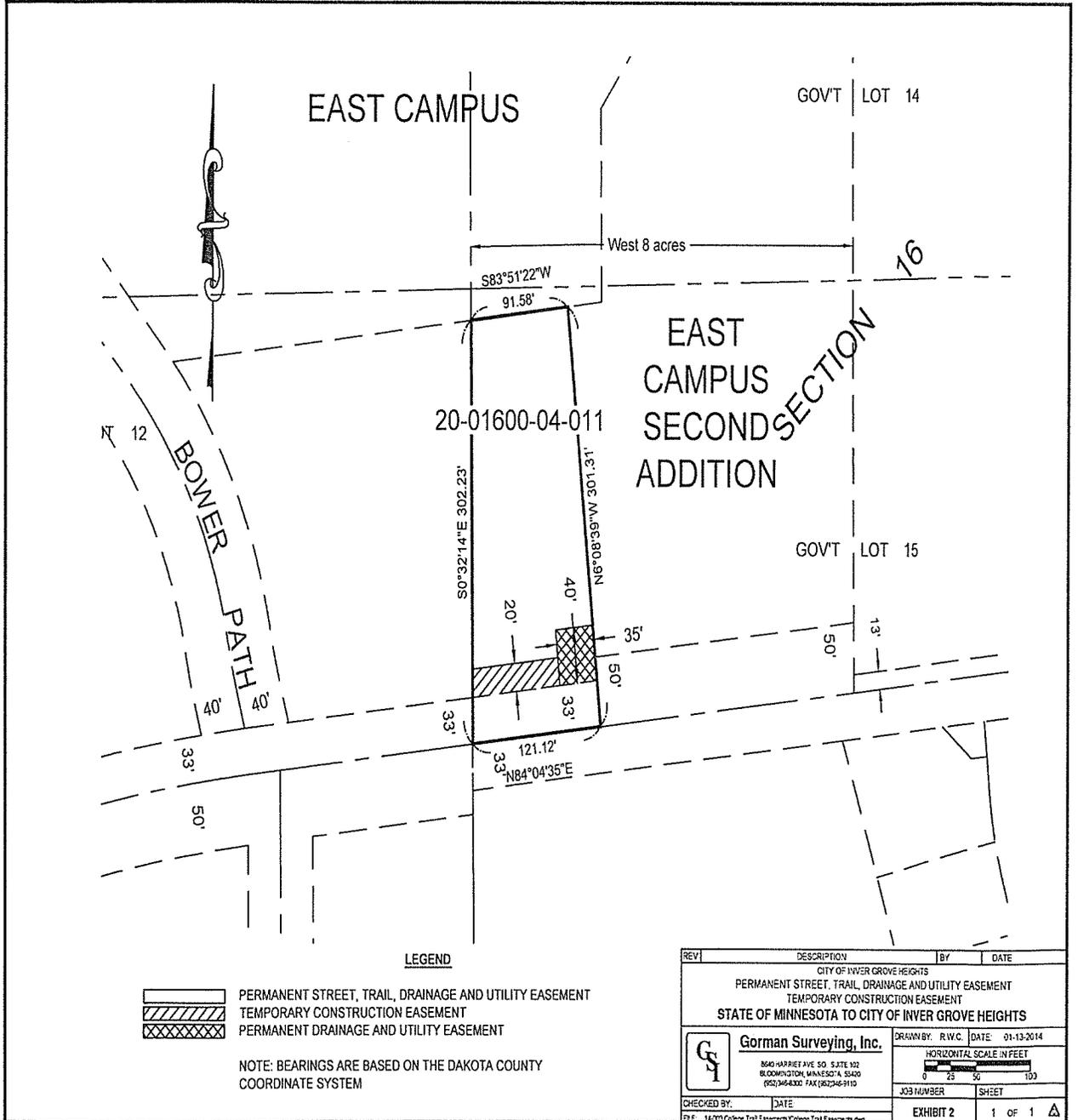
By: \_\_\_\_\_

**INVER HILLS COMMUNITY COLLEGE**

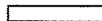
By: \_\_\_\_\_  
Dee Barnard  
Its: Chief Financial Officer

**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

**EXHIBIT A**  
**EASEMENT SKETCHES**

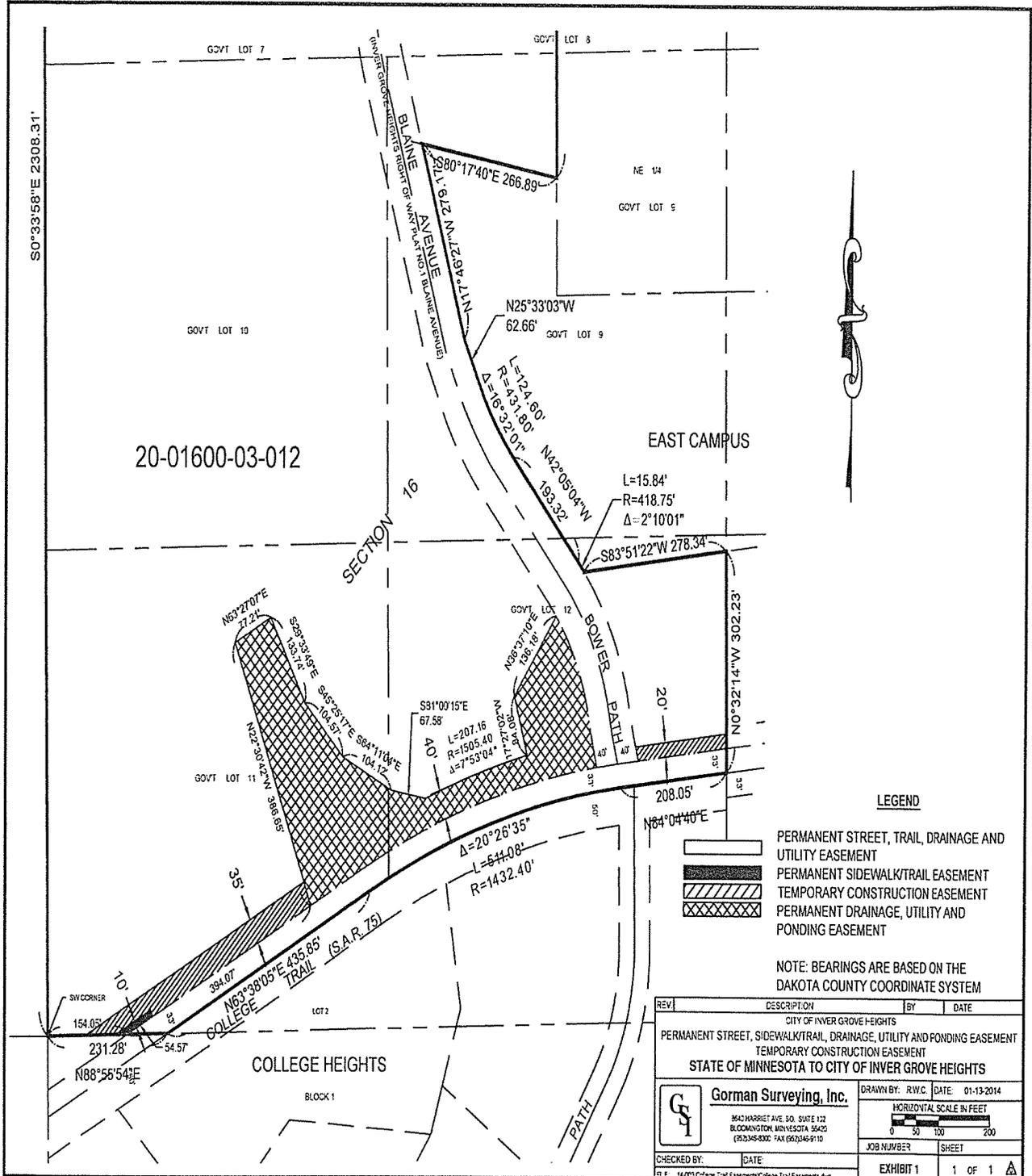


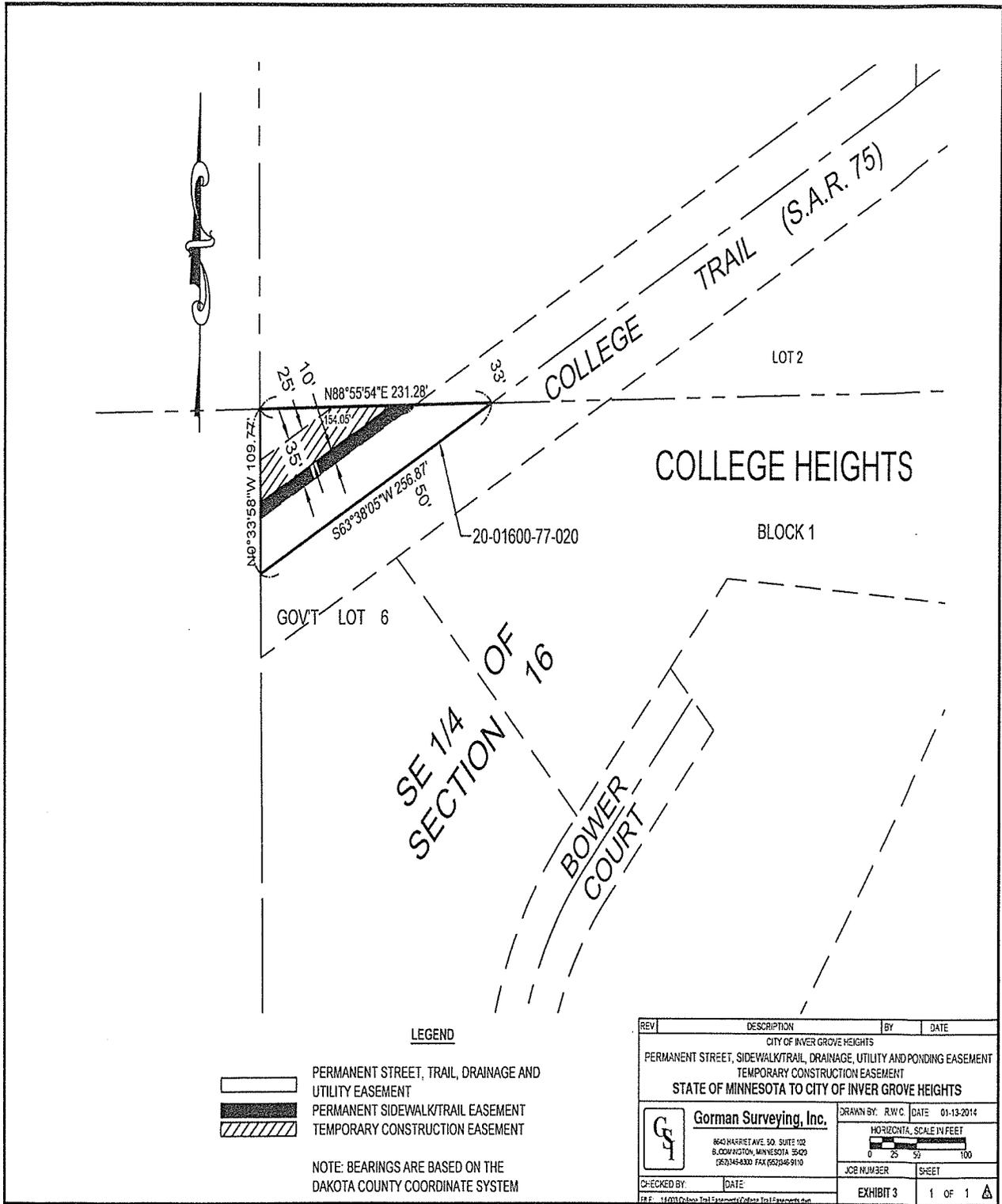
**LEGEND**

-  PERMANENT STREET, TRAIL, DRAINAGE AND UTILITY EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  PERMANENT DRAINAGE AND UTILITY EASEMENT

NOTE: BEARINGS ARE BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM

REV	DESCRIPTION	BY	DATE
	CITY OF INVER GROVE HEIGHTS		
	PERMANENT STREET, TRAIL, DRAINAGE AND UTILITY EASEMENT		
	TEMPORARY CONSTRUCTION EASEMENT		
	STATE OF MINNESOTA TO CITY OF INVER GROVE HEIGHTS		
	 <b>Gorman Surveying, Inc.</b> 8640 HARRIS AVE. SO. SUITE 102 BLOOMINGTON, MINNESOTA 55420 (952) 844-3300 FAX (952) 844-3110	DRAWN BY:	R.W.C.
		DATE:	01-13-2014
CHECKED BY:		DATE:	
JOB NUMBER:		SHEET:	
EXHIBIT 2		1 OF 1	





REV	DESCRIPTION	BY	DATE
	CITY OF INVER GROVE HEIGHTS		
	PERMANENT STREET, SIDEWALK/TRAIL, DRAINAGE, UTILITY AND PONDING EASEMENT		
	TEMPORARY CONSTRUCTION EASEMENT		
	STATE OF MINNESOTA TO CITY OF INVER GROVE HEIGHTS		
	<b>Gorman Surveying, Inc.</b> 8640 HARRIS AVE. SUITE 102 B. OGDON, MINNESOTA 55420 (612) 468-8300 FAX (612) 468-9110	DRAWN BY: RWC	DATE: 01-13-2014
		HORIZONTAL SCALE IN FEET 0 25 50 100	
CHECKED BY:	DATE:	JOB NUMBER	SHEET
		EXHIBIT 3	1 OF 1

**EXHIBIT B**  
**EASEMENT AGREEMENTS**

**[Permanent Utility, Drainage and Storm Water Ponding Easement Agreement for Dakota  
County Tax Identification Number 20-01600-03-012]**

**PERMANENT UTILITY, DRAINAGE AND STORM WATER PONDING**  
**EASEMENT AGREEMENT**

THIS PERMANENT UTILITY, DRAINAGE AND STORM WATER PONDING EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this \_\_\_\_ day of \_\_\_\_\_, 2014, between the State of Minnesota, acting by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College, hereinafter referred to as the “Landowner,” and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements and for all such purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and storm water ponding, drainage, collection and control facilities**, under, over, across, through and upon the following described premises (the Easement Area) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference,

**EXEMPT FROM STATE DEED TAX**

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

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the 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 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 Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the 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 Easement Area or 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, his 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 Easement Area described on Exhibit B and has good right to grant and convey the 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.

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

**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 \_\_\_\_ day of \_\_\_\_\_, 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 in 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



**STATE OF MINNESOTA  
Acting By and Through  
The Board of Trustees of the Minnesota  
State Colleges and Universities**

By: \_\_\_\_\_  
Laura M. King  
Its: President and Vice-Chancellor

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County, personally appeared Laura M. King to me personally known, who being by me duly sworn, did say that she is the President and Vice-Chancellor of the Minnesota State Colleges and Universities system, the State of Minnesota entity named in the foregoing instrument, and that said instrument was signed on behalf of the Minnesota State Colleges and Universities system and the State of Minnesota by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said President and Vice-Chancellor acknowledged said instrument to be the free act and deed of the Minnesota State Colleges and Universities system and the State of Minnesota.

\_\_\_\_\_  
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 PROPERTY**

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

All of Lots 7 and 10 and all of Lot 6, Except the North 330 feet of the West 132 feet thereof, and all of Lots 5 and 8, excepting the Eastern 1/2 thereof, and all of Lot 9, except the Northeast 1/4 thereof and that part of Lots 11 and 12 lying North of the center of SAR 75, all in the State Subdivision of the Northeast Quarter Section 16, Township 27, Range 22, Dakota County, Minnesota.

Except that part platted as Inver Glen Library Addition and that part platted as East Campus.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

Landowner Property (“first above described property”):

All of Lots 7 and 10 and all of Lot 6, Except the North 330 feet of the West 132 feet thereof, and all of Lots 5 and 8, excepting the Eastern 1/2 thereof, and all of Lot 9, except the Northeast 1/4 thereof and that part of Lots 11 and 12 lying North of the center of SAR 75, all in the State Subdivision of the Northeast Quarter Section 16, Township 27, Range 22, Dakota County, Minnesota.

Except that part platted as Inver Glen Library Addition and that part platted as East Campus.

A permanent easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements and for all such purposes and uses incident and related thereto, over, under, across, through and upon that part of the first above described property that is bounded by a line described as follows:

Commencing at the southwest corner of said first above described property; thence North 88 degrees 55 minutes 54 seconds East, along the south line of said property to a point 33.00 feet northwesterly, measured at a right angle, to the center of SAR 75 for a distance of 154.05 feet; thence North 63 degrees 38 minutes 05 seconds East, parallel to the center of SAR 75 for a distance of 394.07 feet to the beginning of the line to be described; thence North 22 degrees 30 minutes 42 seconds West for a distance of 386.65 feet; thence North 63 degrees 27 minutes 07 seconds East for a distance of 77.21 feet; thence South 29 degrees 33 minutes 49 seconds East for a distance of 133.74 feet; thence South 45 degrees 25 minutes 17 seconds East for a distance of 104.57 feet; thence South 64 degrees 11 minutes 04 seconds East for a distance of 104.12 feet; thence South 81 degrees 00 minutes 15 seconds East for a distance of 67.58 feet; thence northeasterly along a non-tangential curve, concave to the right, radius of 1505.40 feet, central angle of 07 degrees 53 minutes 04 seconds, for a distance of 207.16 feet, and whose long chord bears North 73 degrees 22 minutes 40 seconds East; thence North 17 degrees 27 minutes 02 seconds West for a distance of 84.08 feet; thence North 36 degrees 37 minutes 10 seconds East for a distance of 136.18 feet; to the westerly line of Inver Grove Heights Right Of Way Plat No.1 Blaine Avenue; thence southerly, along said westerly line, to the intersection of the westerly line of Inver Grove Heights Right Of Way Plat No.1 Blaine Avenue and a line 33.00 feet northwesterly, measured at a right angle, to the center of SAR 75; thence westerly and parallel to the center of SAR 75 to the point of beginning.

Said permanent easement containing 85,053.49 Sq. Ft., 1.95 Acres.

[Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-03-012]

**PERMANENT PUBLIC STREET EASEMENT,  
UTILITY AND DRAINAGE EASEMENT,  
SIDEWALK AND TRAIL EASEMENT, AND  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS PERMANENT PUBLIC STREET EASEMENT, UTILITY AND DRAINAGE EASEMENT, SIDEWALK AND TRAIL EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement") is made, granted and conveyed this \_\_\_\_ day of \_\_\_\_\_, 2014, between the State of Minnesota, acting by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College, hereinafter referred to as the "Landowner," and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for public street, road, and highway purposes; utility and drainage purposes; sidewalk and trail purposes; and, for grading, sloping and temporary construction purposes and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of streets, roads, highways, utilities, rain gardens, and drainage collection and control facilities, and sidewalk and trail facilities**, under, over, across, through and upon the following described premises (the "Easement Areas") situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference,

**EXEMPT FROM STATE DEED TAX**

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

- a.) to enter upon the Easement Areas at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Easement Areas, 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 Easement Areas 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 Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Areas 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 Easement Areas or 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, his 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 Easement Areas described on Exhibit B and has good right to grant and convey the Easement herein to the City.

The Landowner and the City hereby agree that the temporary construction easement rights conveyed by this Easement over the temporary construction easement area legally described in Exhibit B shall automatically expire on December 31, 2015.

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

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

**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 \_\_\_\_\_ day of \_\_\_\_\_, 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 in 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:**

**APPROVED BY INVER HILLS COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Dee Barnard  
Its: Chief Financial Officer

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County, personally appeared Dee Barnard to me personally known, who being by me duly sworn, did say that she is the Chief Financial Officer of Inver Hills Community College, a college under the Minnesota State Colleges and Universities system, the State of Minnesota entity named in the foregoing instrument, and that said instrument was signed on behalf of Inver Hills Community College by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said Chief Financial Officer acknowledged said instrument to be the free act and deed of Inver Hills Community College.

\_\_\_\_\_  
Notary Public

**STATE OF MINNESOTA  
Acting By and Through  
The Board of Trustees of the Minnesota  
State Colleges and Universities**

By: \_\_\_\_\_  
Laura M. King  
Its: President and Vice-Chancellor

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County, personally appeared Laura M. King to me personally known, who being by me duly sworn, did say that she is the President and Vice-Chancellor of the Minnesota State Colleges and Universities system, the State of Minnesota entity named in the foregoing instrument, and that said instrument was signed on behalf of the Minnesota State Colleges and Universities system and the State of Minnesota by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said President and Vice-Chancellor acknowledged said instrument to be the free act and deed of the Minnesota State Colleges and Universities system and the State of Minnesota.

\_\_\_\_\_  
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 PROPERTY**

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

All of Lots 7 and 10 and all of Lot 6, Except the North 330 feet of the West 132 feet thereof, and all of Lots 5 and 8, excepting the Eastern 1/2 thereof, and all of Lot 9, except the Northeast 1/4 thereof and that part of Lots 11 and 12 lying North of the center of SAR 75, all in the State Subdivision of the Northeast Quarter Section 16, Township 27, Range 22, Dakota County, Minnesota.

Except that part platted as Inver Glen Library Addition and that part platted as East Campus.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF EASEMENT AREAS**

Landowner Property (“first above described property”):

All of Lots 7 and 10 and all of Lot 6, Except the North 330 feet of the West 132 feet thereof, and all of Lots 5 and 8, excepting the Eastern 1/2 thereof, and all of Lot 9, except the Northeast 1/4 thereof and that part of Lots 11 and 12 lying North of the center of SAR 75, all in the State Subdivision of the Northeast Quarter Section 16, Township 27, Range 22, Dakota County, Minnesota.

Except that part platted as Inver Glen Library Addition and that part platted as East Campus.

The “Easement Areas:”

A 33.00 foot wide permanent easement for public street, road, and highway purposes; utility and drainage purposes; and, sidewalk and trail purposes under, over, across, through and upon the first above described property.

Said permanent easement for public street, road, and highway purposes; utility and drainage purposes; and, sidewalk and trail purposes being the south 33.00 feet of the first above described property.

The side lines of said permanent easement are to be prolonged or shortened to terminate at the south line and the east line of first above described property.

Said permanent easement containing 39,511.94 Sq. Ft., 0.91 Acres.

Together with a 10.00 foot wide permanent easement for sidewalk and trail purposes under, over, across, through and upon the first above described property.

Said permanent easement for sidewalk and trail purposes lying 10.00 feet to the left of the following described line:

Commencing at the southwest corner of said first above described property; thence North 88 degrees 55 minutes 54 seconds East, along the south line of said property to a point 33.00 feet northwesterly, measured at a right angle, to the center of SAR 75 for a distance of 154.05 feet, said point being the beginning of the line to be described; thence North 63 degrees 38 minutes 05 seconds East, parallel to the center of SAR 75 for a distance of 54.57 feet and there terminating.

The side line of said permanent easement is to be prolonged or shortened to terminate at the south line of first above described property.

Said permanent easement containing 651.51 Sq. Ft., 0.01 Acres.

Together with a 35.00 foot wide temporary easement for grading, sloping and temporary construction purposes under, over, across, through and upon the first above described property.

The temporary easement for grading, sloping and temporary construction purposes is all that part of first above described property lying 35.00 feet to the left of the following described line:

Commencing at the southwest corner of said first above described property; thence North 88 degrees 55 minutes 54 seconds East, along the south line of said property to a point 33.00 feet northwesterly, measured at a right angle, to the center of SAR 75 for a distance of 154.05 feet, said point being the beginning of the line to be described; thence North 63 degrees 38 minutes 05 seconds East, parallel to the center of SAR 75 for a distance of 394.07 feet and there terminating.

The side lines of said temporary easement are to be prolonged or shortened to terminate at the south line of the first above described property and a line which bears North 22 degrees 30 minutes 42 seconds West from the terminus of the above described line.

Excepting from said 35.00 foot wide temporary easement area the above described 10.00 foot wide permanent easement area for sidewalk and trail purposes.

Said temporary easement containing 14,478.18 Sq. Ft., 0.33 Acres.

Said temporary easement automatically expires on December 31, 2015.

Together with a 20.00 foot wide temporary easement for grading, sloping, and temporary construction purposes under, over, across, through and upon the first above described property.

Said temporary easement for grading, sloping, and temporary construction purposes being 20.00 feet to the left of a line described as follows:

Beginning at the intersection of the easterly line of Inver Grove Heights Right Of Way Plat No.1 Blaine Avenue and a line 33.00 feet northwesterly, measured at a right angle, to the center of SAR 75; thence northeasterly, along a line parallel to the center of SAR 75, to the east line of the first above described property and there terminating.

The side lines of said temporary easement are to be prolonged or shortened to terminate at the easterly line of Inver Grove Heights Right Of Way Plat No.1 Blaine Avenue and at the east line of first above described property.

Said temporary easement containing 3,509.55 Sq. Ft., 0.08 Acres.

Said temporary easement automatically expires on December 31, 2015.

**[Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-77-020]**

**PERMANENT PUBLIC STREET EASEMENT,  
UTILITY AND DRAINAGE EASEMENT,  
SIDEWALK AND TRAIL EASEMENT, AND  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS PERMANENT PUBLIC STREET EASEMENT, UTILITY AND DRAINAGE EASEMENT, SIDEWALK AND TRAIL EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the “Easement”) is made, granted and conveyed this \_\_\_\_ day of \_\_\_\_\_, 2014, between the State of Minnesota, acting by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College, hereinafter referred to as the “Landowner,” and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for public street, road, and highway purposes; utility and drainage purposes; sidewalk and trail purposes; and, for grading, sloping and temporary construction purposes and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of streets, roads, highways, utilities, rain gardens, and drainage collection and control facilities, and sidewalk and trail facilities**, under, over, across, through and upon the following described premises (the “Easement Areas”) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference,

**EXEMPT FROM STATE DEED TAX**

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

- a.) to enter upon the Easement Areas at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Easement Areas, 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 Easement Areas 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 Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Areas 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 Easement Areas or 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, his 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 Easement Areas described on Exhibit B and has good right to grant and convey the Easement herein to the City.

The Landowner and the City hereby agree that the temporary construction easement rights conveyed by this Easement over the temporary construction easement area legally described in Exhibit B shall automatically expire on December 31, 2015.

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 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 in 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:**

**APPROVED BY INVER HILLS COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Dee Barnard  
Its: Chief Financial Officer

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County, personally appeared Dee Barnard to me personally known, who being by me duly sworn, did say that she is the Chief Financial Officer of Inver Hills Community College, a college under the Minnesota State Colleges and Universities system, the State of Minnesota entity named in the foregoing instrument, and that said instrument was signed on behalf of Inver Hills Community College by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said Chief Financial Officer acknowledged said instrument to be the free act and deed of Inver Hills Community College.

\_\_\_\_\_  
Notary Public

**STATE OF MINNESOTA  
Acting By and Through  
The Board of Trustees of the Minnesota  
State Colleges and Universities**

By: \_\_\_\_\_  
Laura M. King  
Its: President and Vice-Chancellor

STATE OF MINNESOTA    )  
  )  
COUNTY OF \_\_\_\_\_  )       ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County, personally appeared Laura M. King to me personally known, who being by me duly sworn, did say that she is the President and Vice-Chancellor of the Minnesota State Colleges and Universities system, the State of Minnesota entity named in the foregoing instrument, and that said instrument was signed on behalf of the Minnesota State Colleges and Universities system and the State of Minnesota by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said President and Vice-Chancellor acknowledged said instrument to be the free act and deed of the Minnesota State Colleges and Universities system and the State of Minnesota.

\_\_\_\_\_  
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 PROPERTY**

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

All that part of Lot 6, in State Subdivision of the Southeast Quarter of Section 16, which lies Northwesterly of the Center of SAR 75, Dakota County, Minnesota.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF EASEMENT AREAS**

Landowner Property (“first above described property”):

All that part of Lot 6, in State Subdivision of the Southeast Quarter of Section 16, which lies Northwesterly of the Center of SAR 75, Dakota County, Minnesota.

The “Easement Areas:”

A 33.00 foot wide permanent easement for public street, road, and highway purposes; utility and drainage purposes; and, sidewalk and trail purposes under, over, across, through and upon the first above described property.

Said permanent easement for public street, road, and highway purposes; utility and drainage purposes; and, sidewalk and trail purposes being the south 33.00 feet of the first above described property.

Said permanent easement containing 7,061.45 Sq. Ft., 0.16 Acres.

Together with a 10.00 foot wide permanent easement for sidewalk and trail purposes under, over, across, through and upon the first above described property.

Said permanent easement for sidewalk and trail purposes being the northerly 10.00 feet of the southeasterly 43.00 feet of the first above described property.

Said permanent easement containing 1,581.00 Sq. Ft., 0.04 Acres.

Together with a 25.00 foot wide temporary easement for grading, sloping and temporary construction purposes under, over, across, through and upon the first above described property.

Said temporary easement for grading, sloping and temporary construction purposes being the north 25.00 feet of the southeasterly 68.00 feet of the first above described property.

Said temporary easement containing 2,815.34 Sq. Ft., 0.03 Acres.

Said temporary easement automatically expires on December 31, 2015.

[Permanent Public Street Easement, Utility and Drainage Easement, Sidewalk and Trail Easement, and Temporary Construction Easement Agreement for Dakota County Tax Identification Number 20-01600-04-011]

**PERMANENT PUBLIC STREET EASEMENT,  
UTILITY AND DRAINAGE EASEMENT,  
SIDEWALK AND TRAIL EASEMENT, AND  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS PERMANENT PUBLIC STREET EASEMENT, UTILITY AND DRAINAGE EASEMENT, SIDEWALK AND TRAIL EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement") is made, granted and conveyed this \_\_\_\_ day of \_\_\_\_\_, 2014, between the State of Minnesota, acting by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College, hereinafter referred to as the "Landowner," and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for public street, road, and highway purposes; utility and drainage purposes; sidewalk and trail purposes; and, for grading, sloping and temporary construction purposes and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of streets, roads, highways, utilities, rain gardens, and drainage collection and control facilities, and sidewalk and trail facilities**, under, over, across, through and upon the following described premises (the "Easement Areas") situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference,

**EXEMPT FROM STATE DEED TAX**

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

- a.) to enter upon the Easement Areas at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Easement Areas, 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 Easement Areas 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 Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Areas 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 Easement Areas or 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, his 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 Easement Areas described on Exhibit B and has good right to grant and convey the Easement herein to the City.

The Landowner and the City hereby agree that the temporary construction easement rights conveyed by this Easement over the temporary construction easement area legally described in Exhibit B shall automatically expire on December 31, 2015.

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

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

**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 \_\_\_\_\_ day of \_\_\_\_\_, 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 in 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:**

**APPROVED BY INVER HILLS COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Dee Barnard  
Its: Chief Financial Officer

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County, personally appeared Dee Barnard to me personally known, who being by me duly sworn, did say that she is the Chief Financial Officer of Inver Hills Community College, a college under the Minnesota State Colleges and Universities system, the State of Minnesota entity named in the foregoing instrument, and that said instrument was signed on behalf of Inver Hills Community College by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said Chief Financial Officer acknowledged said instrument to be the free act and deed of Inver Hills Community College.

\_\_\_\_\_  
Notary Public

**STATE OF MINNESOTA  
Acting By and Through  
The Board of Trustees of the Minnesota  
State Colleges and Universities**

By: \_\_\_\_\_  
Laura M. King  
Its: President and Vice-Chancellor

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County, personally appeared Laura M. King to me personally known, who being by me duly sworn, did say that she is the President and Vice-Chancellor of the Minnesota State Colleges and Universities system, the State of Minnesota entity named in the foregoing instrument, and that said instrument was signed on behalf of the Minnesota State Colleges and Universities system and the State of Minnesota by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said President and Vice-Chancellor acknowledged said instrument to be the free act and deed of the Minnesota State Colleges and Universities system and the State of Minnesota.

\_\_\_\_\_  
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 PROPERTY**

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

That part of the West 8 acres of Lots 14 and 15 State Subdivision of the Northeast Quarter Section 16, Township 27, Range 22, Dakota County, Minnesota, lying North of the center of SAR 75, excepting from said 8 acres the following:

Beginning at the Northwest corner of said Lot 14, said point being 1321.82 feet West of the Northeast corner of Lot 13 in the State Subdivision of the Northeast Quarter; thence East a distance of 357.61 feet to the East line of said 8 acres of that part of Lots 14 and 15, State Subdivision of the Northeast Quarter Section 16, Township 27, Range 22, Dakota County, Minnesota; thence South and Parallel of said Lot 14 a distance of 330.66 feet; thence West a distance of 357.61 feet to a point on the West line of said Lot 14, said point being 330.54 feet South of the point of beginning; thence North along said line a distance of 330.54 feet to the point of beginning, Also Excepting that part platted as East Campus and that part platted as East Campus Second Addition.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF EASEMENT AREAS**

Landowner Property (“first above described property”):

That part of the West 8 acres of Lots 14 and 15 State Subdivision of the Northeast Quarter Section 16, Township 27, Range 22, Dakota County, Minnesota, lying North of the center of SAR 75, excepting from said 8 acres the following:

Beginning at the Northwest corner of said Lot 14, said point being 1321.82 feet West of the Northeast corner of Lot 13 in the State Subdivision of the Northeast Quarter; thence East a distance of 357.61 feet to the East line of said 8 acres of that part of Lots 14 and 15, State Subdivision of the Northeast Quarter Section 16, Township 27, Range 22, Dakota County, Minnesota; thence South and Parallel of said Lot 14 a distance of 330.66 feet; thence West a distance of 357.61 feet to a point on the West line of said Lot 14, said point being 330.54 feet South of the point of beginning; thence North along said line a distance of 330.54 feet to the point of beginning, Also Excepting that part platted as East Campus and that part platted as East Campus Second Addition.

The “Easement Areas:”

A 33.00 foot wide permanent easement for public street, road, and highway purposes; utility and drainage purposes; and, sidewalk and trail purposes under, over, across, through and upon the first above described property.

Said permanent easement for public street, road, and highway purposes; utility and drainage purposes; and, sidewalk and trail purposes being the south 33.00 feet of the first above described property.

Said permanent easement containing 3,950.04 Sq. Ft., 0.09 Acres.

Together with a 40.00 foot wide permanent easement for utility and drainage purposes under, over, across, through and upon the first above described property.

Said permanent easement for utility and drainage purposes being the north 40.00 feet of the south 73.00 feet of the east 35.00 feet of the first above described property.

Said permanent easement containing 1,403.79 Sq. Ft., 0.03 Acres.

Together with a 20.00 foot wide temporary easement for grading, sloping and temporary construction purposes under, over, across, through and upon the first above described property.

Said temporary easement for grading, sloping and temporary construction purposes being the north 20.00 feet of the south 53.00 feet of the first above described property. Excepting from said temporary easement area the east 35.00 feet of said temporary easement area described above as part of the 40.00 foot wide permanent easement for utility and drainage purposes.

Said temporary easement containing 1,633.22 Sq. Ft., 0.04 Acres.

Said temporary easement automatically expires on December 31, 2015.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CONTRACT WITH INSPEC TO INVESTIGATE WATER INTRUSION

Meeting Date: May 12, 2014  
 Item Type: Consent  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED** Consider a contract from Inspec to investigate water intrusion into City Hall.

**SUMMARY** In April of 2013 the City Council approved the mediated settlement agreement with Shaw Lundquist and Associates and BKV related to the construction of City Hall. As part of the agreement the City retained \$75,000 from the final payment to SLA. The funds retained were intended to address outstanding items, specifically the parking lot and other punch list items.

As Council will recall, the parking lot was reconstructed last summer and \$63,472.38 was deducted from that withheld amount for a remaining balance of \$11,527.62.

This particular issue of water intrusion onto the concourse has been a punch list item since the addition was constructed. Every time that there is a wind-driven rain from the north and east water comes into the building and pools on the floor.

Shaw Lundquist has attempted numerous times to resolve the issue but has thus far been unable to identify the cause let alone fix it. As of April 29, 2014 it was continuing to leak.

The proposal from Inspec indicates that they will conduct testing and based on the results of that testing they may introduce openings into the building.

The proposed cost is a not to exceed amount of \$4,200, plus mileage. They suggest budgeting \$2,500 for contractor assistance should Shaw Lundquist not provide the invasive opening work at their cost.

Staff recommends approval of this contract to determine the cause of the water infiltration and recommendation on resolution.



Smart engineering of  
roofs, walls, windows,  
pavements  
and waterproofing

May 1, 2014

Ms. Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

RE: Proposal to Investigate Water Intrusion at Inver Grove Heights City Hall,  
Public Safety Addition

Dear Ms. Teppen,

We are grateful for the opportunity to submit this proposal for engineering services to investigate the water intrusion occurring in the City Hall Public Safety Addition. Our proposal is based on background information you provided during a site visit on April 29, 2014, along with a brief review of the construction drawings.

#### A. DEFINITIONS

1. Client: City of Inver Grove Heights
2. Inspec: INSPEC, INC., Engineers/Architects

#### B. PROJECT INFORMATION

##### 1. Context

The section of the newly constructed Public Safety Addition is clad with brick veneer and fixed floor-to-ceiling windows. The building was designed by BKV Group and the General Contractor is Shaw Lundquist Construction.

##### 2. Client's Known Problems or Needs

Water intrusion has been occurring near the exit door on the north side of the building. The leakage occurs with wind-driven rains from the north and east. Water runs from under the wall and window sections of the north elevation and pools on the floor. Repair attempts by the contractor have been unsuccessful.

#### C. BASIC SERVICES

We are proposing the following investigative services:

1. We would interview personnel with knowledge of the water intrusion, and review construction documents and any other documents pertinent to the problem.

5801 Duluth Street  
Minneapolis, MN 55422  
Ph. 763-546-3434  
Fax 763-546-8669

Chicago  
Milwaukee  
Minneapolis

[www.inspec.com](http://www.inspec.com)

2. Water testing would be conducted in an incremental manner to replicate the water intrusion. The purpose of the water testing would be to attempt to pinpoint the source of the water coming through the base of the wall.
3. Based on the results of the water testing, invasive inspection openings would be made to determine the deficiencies in the systems that are allowing the water to enter the building. The number of invasive inspection openings needed would be determined once the water testing is completed. This would require the assistance of a contractor to make and properly repair the inspection openings.
4. Visual observations of the building envelope components and invasive inspection openings would be made and recorded using field notes and photographs.
5. A report would be written summarizing our findings. The report will include our evaluation and conclusions regarding the cause of the problem and provide recommendations for remedial work. The report will be supported with representative photographs and sketches, as needed.

#### **D. COMPENSATION – BASIC SERVICES**

1. We propose to provide the above-described Basic Services for a fee not to exceed \$4,200. This would be charged on an hourly basis utilizing the attached fee schedule. Most of the work would be done at the \$145/hour rate for a professional engineer.
2. The maximum fee anticipates one day of water testing by two people. It also includes a half day of invasive inspection openings by one person. We would not exceed the above maximum without prior approval.

#### **E. REIMBURSABLES**

1. Anticipated reimbursables would include mileage and contractor assistance.

#### **F. COMPENSATION – REIMBURSABLES**

1. Mileage would be charged at \$0.72 per mile. Contractor assistance would be charged at actual cost times 1.10. We would recommend budgeting approximately \$2,500 for reimbursables. This assumes that the original contractor is not willing to provide the invasive inspection opening work at their cost.

#### **G. ADDITIONAL SERVICES**

1. Based on our current knowledge of the existing conditions, we have, to the best of our ability, matched our Basic Services to the needs of your project. However, should the need arise for us to expand our services in response to conditions or events outside our control, we would, under your direction, submit a separate proposal covering such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation thereof.

2. Additional Services may include, but are not necessarily limited to, the following:
  - a. Water testing and invasive inspection openings beyond those contemplated under Basic Services.
  - b. Any services resulting from the discovery of asbestos, mold, or any other existing hazardous materials.
  - c. Design, construction observation, and testing services.
  - d. Meetings requested by the Client.
  - e. Consultants, professional or otherwise, hired by Inspec, but not included under Basic Services.
  - f. Laboratory testing of materials.
  - g. Infrared scanning.
  - h. Services related to litigation proceedings.

#### **H. COMPENSATION – ADDITIONAL SERVICES**

1. Compensation for Additional Services shall be established by separate Additional Services proposal(s) unless indicated otherwise herein.
2. Compensation for Additional Services provided directly by Inspec shall be based on Inspec's rate schedule that is current at the time that the Additional Services are provided.
3. Compensation for Additional Services that are provided by others but retained by Inspec shall be based on the amount billed to Inspec times a factor of 1.10.

#### **I. CLIENT'S RESPONSIBILITIES**

1. Client shall return a signed copy of this proposal as our authorization to proceed.
2. Client shall provide Inspec with the building construction documents and any other documents pertaining to the water intrusion problem.
3. If the Client desires to utilize the original contractor for the invasive inspection openings, Client will make those arrangements.
4. Client shall coordinate Inspec's work with building personnel and other interested parties.

#### **J. PAYMENT PROVISIONS**

1. Progress payment invoices for Inspec services shall generally be submitted monthly and are payable upon receipt. Invoices shall be considered past due if not paid within thirty (30) days of invoice date.
2. Payment of invoices for Inspec services shall not be contingent on payments received by the Client from other parties.

#### **K. SUSPENSION OR TERMINATION OF SERVICES**

1. This Agreement may be terminated by either party in the event of substantial failure to perform in accordance with the terms of this Agreement through no fault of the terminating party, but only after written notice of the specific nature of the failure to perform has been submitted and after seven days opportunity to cure such failure. If this Agreement is terminated, Inspec shall be paid for services performed to the termination notice date including reimbursable expenses due.

#### **L. RISK ALLOCATION / DISPUTE RESOLUTION**

1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or litigation.
2. The Client agrees to compensate Inspec for reasonable expenses incurred if Inspec is required to respond to legal processes which are related to Inspec's services, but that arise out of a lawsuit or proceeding to which Inspec is not a party.
3. If the Client brings a lawsuit against Inspec that is dismissed or to which a verdict is rendered for Inspec, the Client will reimburse Inspec for costs of defense, including but not limited to reasonable attorney's fees.
4. In recognition of the relative risks and benefits of the project to both the Client and to Inspec, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Inspec's total liability to the Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Inspec to the Client shall not exceed \$20,000 or the total amount actually paid by Client to Inspec under this proposal, whichever is greater. It is intended that limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### **M. REMARKS**

This proposal is valid for 60 days, after which time Inspec reserves the right to modify and resubmit.

This Agreement represents the entire and integrated agreement between Client and Inspec and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

We invite you to visit our website at [www.inspec.com](http://www.inspec.com). We would welcome the opportunity to show you our office and laboratory to learn more about our areas of expertise.

City of Inver Grove Heights  
City Hall Public Safety Addition  
May 1, 2014  
Page 5

This Agreement entered into as of the day and year first above written.

**For Client**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Title*

City of Inver Grove Heights

DDB/bap

Enclosure: Fee Schedule

**For Inspec**

*Dwight D. Benoy*  
\_\_\_\_\_  
*Signature*

Dwight D. Benoy, P.E.  
\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Title*

INSPEC, INC.



CHICAGO  
MILWAUKEE  
MINNEAPOLIS

## FEE SCHEDULE

Valid November 1, 2013 – October 31, 2014

	Regular Time Per Hour	Overtime Per Hour
<b>1 PERSONNEL SERVICES</b>		
01 Principal.....	\$175.00	
02 Professional Engineer/Registered Architect.....	\$145.00	
03 Registered Roof or Waterproofing Consultant, Supervisor.....	\$130.00	
04 Senior Consultant.....	\$120.00	\$150.00
05 Consultant.....	\$110.00	\$140.00
06 Registered Roof Observer, Senior Construction Observer.....	\$110.00	\$140.00
07 Spec Writer.....	\$95.00	
08 Construction Observer.....	\$90.00	\$120.00
09 CAD Operator.....	\$90.00	
10 Technical Staff.....	\$75.00	
<b>2 EXPENSES</b>		
01 Automobile Mileage, per mile.....\$0.72		
02 Meals, per day.....\$40.00		
03 Per Diem, Meals-Motel, per day.....\$120.00		
04 Airfare, Car Rental, Parking, other job-related costs.....	Actual cost x 1.10	
05 Infrared Camera, per hour.....	\$220.00	
06 Additional Professional or Contractor Services.....	Invoice x 1.10	
<b>3 FIELD SAMPLING</b>		
01 Personnel Services as in #1 above		
02 Built-up Roof Sample Analysis for Material Quantities and Workmanship, per sample.....		\$140.00
03 Single-ply Thickness Determination, per sample.....		\$75.00
04 Fastener Withdrawal Test, each.....		\$100.00
<b>4 LABORATORY TESTING</b>		
01 Built-up Roof Systems		
A. Roof Samples		
1. Without flood coat or gravel, Jennings Method.....		\$140.00
2. Without flood coat or gravel, ASTM D 3617 (12" x 12").....		\$140.00
3. Surfacing inclusive, Jennings Method.....		\$320.00
4. Surfacing inclusive, ASTM D 2829, ASTM D 3617.....		\$320.00
B. Analysis of Bitumen		
1. Softening Point, ASTM D 36.....		\$125.00
2. Penetration, ASTM D 5.....		\$115.00
3. Flash Point, ASTM D 92.....		\$125.00
C. Moisture Tests		
1. Felt only, ASTM D95.....		\$100.00
2. Built-up Roof Membrane, ASTM D 95.....		\$160.00
3. Thermal Roof Insulation, oven dry method.....		\$160.00
D. Mineral Aggregate, ASTM D 1863, Sieve Analysis, ASTM C 136.....		\$80.00
02 Single-ply Systems		
A. Membrane Thickness.....		\$85.00
B. Insulation Density.....		\$85.00
C. Ballast-mineral Aggregate, Sieve Analysis, ASTM C 136.....		\$80.00
03 Pavement Systems		
A. Coarse and Fine Aggregate Sieve Analysis, ASTM C 136.....		\$80.00
B. Coarse and Fine Aggregate Wash Sieve, ASTM C 117.....		\$80.00

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

ATTORNEYS AT LAW

---

ROGER C. MILLER  
TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
ANN C. O'REILLY  
◊\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
JEROME M. PORTER  
BRIDGET McCAULEY NASON  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•

\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
◻ALSO ADMITTED IN OKLAHOMA

## MEMO

---

**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: May 8, 2014**  
**RE: Schlomka First Addition – Agreement Relating to Certificate of Occupancy  
May 12, 2014 Council Meeting**

---

**Section 1. Background.** This memo relates to Schlomka First Addition (Landowner Property) which is being developed by Schlomka Properties, LLC (Landowner) with a new commercial building for its business.

**Section 2. Agreement.** On Landowner Property, a third party adjoining neighbor constructed a private sanitary sewer service line that runs from the neighbor's building to the sanitary sewer stub line on Landowner Property. The private service line constructed by the neighbor was installed prior to the Landowner purchasing Landowner Property. The neighbor does not have any easement license, or recorded rights for the neighbor's private service line. Landowner did not consent to placement of the neighbor's private service line on Landowner Property.

Landowner has erected a building on the Landowner Property pursuant to a Building Permit issued by the City under Permit No. PL2013-1728. A Correction Notice dated August 13, 2013 accompanied the Building Permit and imposed a condition with respect to the Building Permit. The Correction Notice required that prior to the City issuing a Certificate of Occupancy for the Landowner's building, the Landowner had to present to the City an easement or a maintenance agreement for the neighbor's private service line that addressed who was responsible for the maintenance, repair and up keep of the neighbor's private service line.

The Landowner has completed construction of its building and now seeks a Certificate of Occupancy; however, notwithstanding the efforts of the Landowner, the Landowner and the neighbor have not as yet reached an agreement concerning the maintenance, up keep and repair of the neighbor's private service line. The neighbor's private service line is in place and has not been removed.

The City acknowledges that since the neighbor's private service line creates an encroachment on the Landowner Property, the Landowner has substantial incentive to cause the neighbor to remove the encroachment or to arrive at an agreement with the neighbor for maintenance, up keep and repair of the neighbor's private service line.

The City is willing to withdraw the Correction Notice and grant the Certificate of Occupancy for the Landowner's building if Landowner agrees to use good faith efforts to arrive at an agreement with the neighbor whereby the neighbor's private service line is either removed or the neighbor and the Landowner by a written, recorded document address and specify who is responsible for the maintenance, up keep and repair of the neighbor's private service line.

**Section 3. Council Action.** The Council is asked to consider the attached Resolution Approving an Agreement Relating to Certificate of Occupancy for Lot 1, Block 1, Schlomka First Addition.

The Building Official, Community Development Director and City Administrator recommend approval of the attached Agreement.

Attachment

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AGREEMENT RELATING TO CERTIFICATE OF  
OCCUPANCY FOR LOT 1, BLOCK 1, SCHLOMKA FIRST ADDITION**

**WHEREAS**, on Landowner Property, a third party adjoining neighbor constructed a private sanitary sewer service line that runs from the neighbor's building to the sanitary sewer stub line on Landowner Property. The private service line constructed by the neighbor was installed prior to the Landowner purchasing Landowner Property. The neighbor does not have any easement license, or recorded rights for the neighbor's private service line. Landowner did not consent to placement of the neighbor's private service line on Landowner Property.

**WHEREAS**, Landowner has erected a building on the Landowner Property pursuant to a Building Permit issued by the City under Permit No. PL2013-1728. A Correction Notice dated August 13, 2013 accompanied the Building Permit and imposed a condition with respect to the Building Permit. The Correction Notice required that prior to the City issuing a Certificate of Occupancy for the Landowner's building, the Landowner had to present to the City an easement or a maintenance agreement for the neighbor's private service line that addressed who was responsible for the maintenance, repair and up keep of the neighbor's private service line.

**WHEREAS**, Landowner has completed construction of its building and now seeks a Certificate of Occupancy; however, notwithstanding the efforts of the Landowner, the Landowner and the neighbor have not as yet reached an agreement concerning the maintenance, up keep and repair of the neighbor's private service line. The neighbor's private service line is in place and has not been removed.

**WHEREAS**, City acknowledges that since the neighbor's private service line creates an encroachment on the Landowner Property, the Landowner has substantial incentive to cause the neighbor to remove the encroachment or to arrive at an agreement with the neighbor for maintenance, up keep and repair of the neighbor's private service line.

**WHEREAS**, City is willing to withdraw the Correction Notice and grant the Certificate of Occupancy for the Landowner's building if Landowner agrees to use good faith efforts to arrive at an agreement with the neighbor whereby the neighbor's private service line is either removed or the neighbor and the Landowner by a written, recorded document address and specify who is responsible for the maintenance, up keep and repair of the neighbor's private service line.

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

- 1.) The City Council approves the attached Agreement Relating to Certificate of Occupancy for Lot 1, Block 1, Schlomka First Addition.
- 2.) The Mayor and Deputy Clerk are authorized to execute the attached Agreement Relating to Certificate of Occupancy for Lot 1, Block 1, Schlomka First Addition.

Adopted by the City Council of Inver Grove Heights this 12<sup>th</sup> day of May, 2014

---

George Tourville, Mayor

ATTEST:

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Melissa Kennedy, Deputy City Clerk

**AGREEMENT RELATING TO CERTIFICATE OF OCCUPANCY FOR**  
**LOT 1, BLOCK 1, SCHLOMKA FIRST ADDITION**  
**CITY OF INVER GROVE HEIGHTS**  
**DAKOTA COUNTY, MINNESOTA**

**THIS CERTIFICATE OF OCCUPANCY AGREEMENT** (Agreement) is made, entered into and effective this 12<sup>th</sup> day of May, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Schlomka Properties, LLC, a Minnesota limited liability company (hereafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

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

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

**1.4 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**.

**ARTICLE 2**  
**RECITALS**

**Recital No. 1.** Landowner owns the Landowner Property.

**Recital No. 2.** On Landowner Property, a third party adjoining neighbor constructed a sanitary sewer service line that runs from the neighbor's building to the sanitary sewer stub line on Landowner Property. The service line constructed by the neighbor was installed prior to the Landowner purchasing Landowner Property. The neighbor does not have any easement license, or recorded rights for the neighbor's service line. Landowner did not consent to placement of the neighbor's service line on Landowner Property.

**Recital No. 3.** Landowner has erected a building on the Landowner Property pursuant to a Building Permit issued by the City under Permit No. PL2013-1728. A Correction Notice dated August 13, 2013 accompanied the Building Permit and imposed a condition with respect to the Building Permit. The Correction Notice required that prior to the City issuing a Certificate of Occupancy for the Landowner's building, the Landowner had to present to the City an easement or a maintenance agreement for the neighbor's service line that addressed who was responsible for the maintenance, repair and up keep of the neighbor's service line.

**Recital No. 4.** The Landowner has completed construction of its building and now seeks a Certificate of Occupancy; however, notwithstanding the efforts of the Landowner, the Landowner and the neighbor have not as yet reached an agreement concerning the maintenance, up keep and repair of the neighbor's service line. The neighbor's service line is in place and has not been removed.

**Recital No. 5.** The City acknowledges that since the neighbor's service line creates an encroachment on the Landowner Property, the Landowner has substantial incentive to cause the neighbor to remove the encroachment or to arrive at an agreement with the neighbor for maintenance, up keep and repair of the neighbor's service line.

**Recital No. 6.** The City is willing to withdraw the Correction Notice and grant the Certificate of Occupancy for the Landowner's building if Landowner agrees to use good faith efforts to arrive at an agreement with the neighbor whereby the neighbor's service line is either removed or the neighbor and the Landowner by a written, recorded document address and specify who is responsible for the maintenance, up keep and repair of the neighbor's service line.

### **ARTICLE 3** **AGREEMENTS**

**3.1 Issuance of Certificate of Occupancy.** City hereby withdraws the August 13, 2013 Correction Notice. City agrees to issue a Certificate of Occupancy for the building on Landowner Property.

**3.2 Resolution of Neighbor's Service Line Encroachment.** Landowner agrees to use good faith efforts to arrive at an agreement with the neighbor whereby the neighbor's service line is either removed or the neighbor and the Landowner by a written, recorded document address and specify who is responsible for the maintenance, up keep and repair of the neighbor's service line.

**ARTICLE 4**  
**MISCELLANEOUS**

**4.1 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.

**4.2 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.

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

**4.4 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.

**4.5 Consent.** Landowner consents to the recording of this Agreement.

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

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

**If to Landowner:** Schlomka Properties, LLC  
13540 – 193<sup>rd</sup> Way East  
Hastings, MN 55033

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after

mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

**[Remainder of Page Intentionally Left Blank]**

**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 12<sup>th</sup> day of May, 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION OF LANDOWNER PROPERTY**

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

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**SCHEDULE PUBLIC HEARING TO CONSIDER CHANGES IN CORPORATE OFFICERS**

Meeting Date: May 12, 2014  
 Item Type: Consent  
 Contact: 651.450.2513  
 Prepared by: Melissa Kennedy  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Schedule public hearing on June 9, 2014 at 7:00 p.m. to consider changes in the corporate officers for the 3.2 Off Sale Liquor Licenses held by Northern Tier Retail, LLC dba SuperAmerica #4411 and #4548

**SUMMARY:**

Staff has been notified that the corporate officers of Northern Tier Retail, LLC have changed. The changes are required to be approved by Council as they relate to the 3.2 Off Sale liquor licenses held by the company. Background investigations will be conducted on the new officers and the results will be presented at the public hearing.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Resolution Changing the Polling Location in Precinct #9**

Meeting Date: May 12, 2014  
 Item Type: Consent  
 Contact: 651.450.2513  
 Prepared by: Melissa Kennedy  
 Reviewed by: N/A

<b>Fiscal/FTE Impact:</b>	
<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 approval of a resolution changing the polling location in Precinct #9 to Crossroads Church, 5590 Babcock Trail

**SUMMARY:**

The City was notified that the facility previously used as a polling place to serve voters in Precinct #9 would be unavailable for use during the 2014 election cycle. Staff worked to identify alternative options for a polling location within the current precinct boundaries. Crossroads Church, located at 5590 Babcock Trail, has agreed to allow the City to use their facility as a polling place for the upcoming election cycle. Staff believes that the space will be conducive to conducting elections and providing a secure and efficient environment for voters. The staff at Crossroads Church have been extremely accommodating thus far and are excited to partner with the City for use of their facility. The City is required to adopt a resolution to formally approve the change. No precinct boundaries will be changed, only the location of the polling place. GIS staff will incorporate the change on the City’s precinct map. Notice of the change will be sent to Dakota County and the Minnesota Secretary of State’s Office.

Arrangements have been made with Dakota County Elections staff to prepare and send a notice to every affected household with at least one registered voter in the precinct. Notice is required to be sent at least 25 days before the August 12, 2014 Primary Election, however Dakota County Elections staff anticipates that the notice will be sent out in early June.

City staff will post information regarding the change on the City web-site and will also include information in the next edition of *Insights*.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AMENDING RESOLUTION NO. 12-51 ESTABLISHING BOUNDARIES  
FOR VOTING PRECINCTS AND POLLING LOCATIONS FOR PRECINCTS ONE  
THROUGH TEN BY CHANGING THE POLLING LOCATION FOR PRECINCT 9 IN THE  
CITY**

**WHEREAS**, Resolution No. 12-51 adopted by the City Council of Inver Grove Heights on March 26, 2012, established voting precinct boundaries and polling locations within the City of Inver Grove Heights, and;

**WHEREAS**, pursuant to Minnesota Election Laws 2013, Section 204B.16, Subd. 3. Designation Effective Until Changed, the designation of a polling place shall remain effective until a different polling place is designated for that precinct, and;

**WHEREAS**, the previously designated polling location for Precinct 9 in the City is no longer available for use, it is necessary to designate a new polling location for voters within the boundaries of Precinct 9.

**NOW, THEREFORE BE IT RESOLVED** that the new polling location for Inver Grove Heights Precinct 9 shall be: CROSSROADS CHURCH, 5590 Babcock Trail, Inver Grove Heights, Minnesota which is located within the boundaries of Precinct 9, and;

**BE IT FURTHER RESOLVED**, that pursuant to Minnesota Election Laws 2013, Section 204B.16, Subd. 1a. Notice to Voters, the governing body will prepare and send a notice to every affected household with at least one registered voter in the precinct as outlined by the Secretary of State and in conjunction with Dakota County Elections staff at least 25 days before the next election.

Adopted by the City Council of the City of Inver Grove Heights on this 12<sup>th</sup> day of May, 2014.

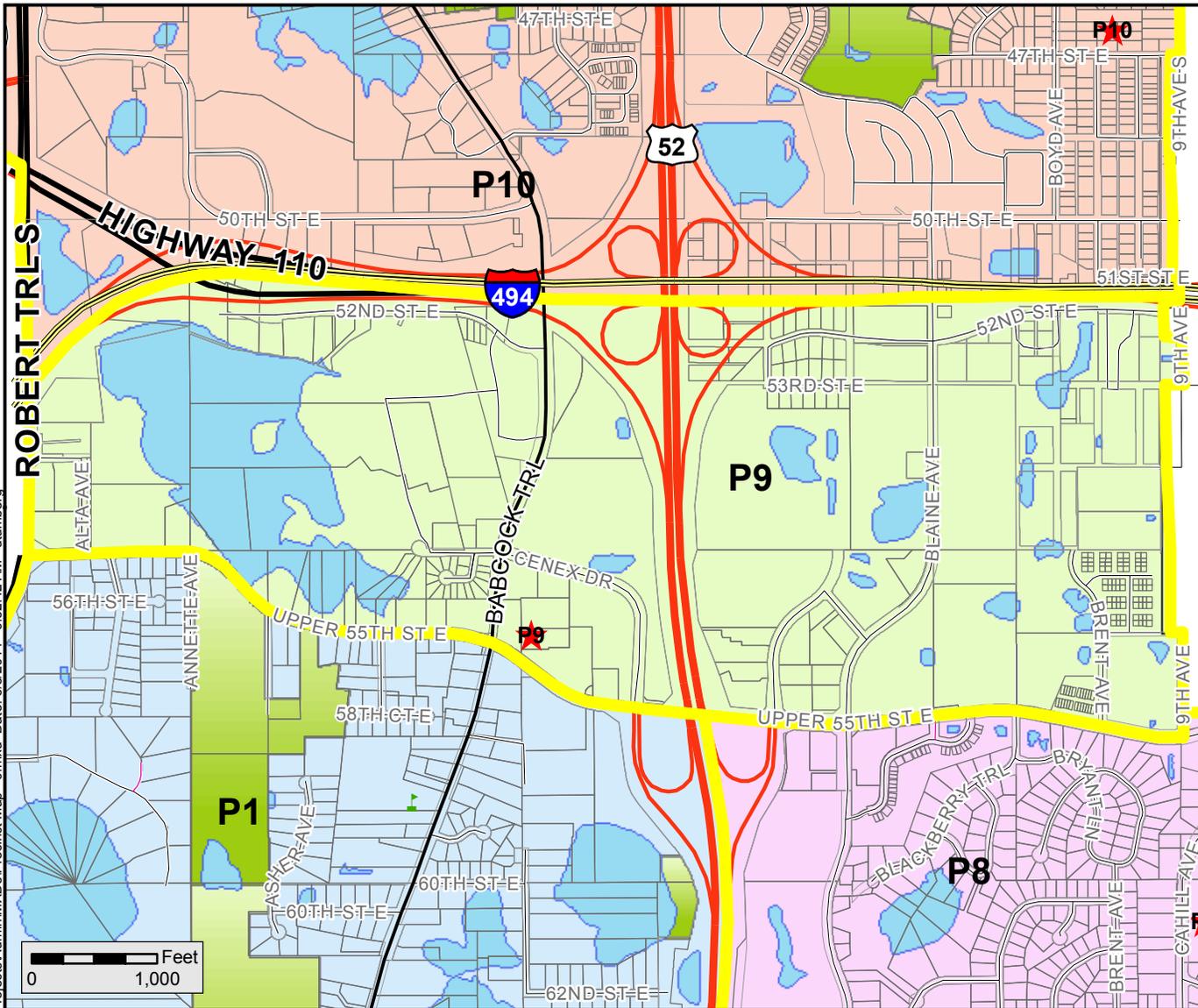
Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

Attest:

\_\_\_\_\_  
Melissa Kennedy, Deputy Clerk



### Legend

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4
- Precinct 5
- Precinct 6
- Precinct 7
- Precinct 8
- Precinct 9
- Precinct 10
- Precinct Boundaries
- Polling Locations
- Schools
- Water
- City Parks

- Precinct 1** - Amazing Grace Lutheran Church  
7160 South Robert Trail
- Precinct 2** - Inverhills Church  
8265 Babcock Trail
- Precinct 3** - National Guard Armory  
8076 Babcock Trail
- Precinct 4** - Inver Grove Heights City Hall  
8150 Barbara Avenue
- Precinct 5** - Emanuel Lutheran Church  
2075 70th Street East
- Precinct 6** - Good Shepherd Church  
7600 Cahill Avenue
- Precinct 7** - St. Patrick's Catholic Church  
3535 72nd Street East
- Precinct 8** - River Heights Vineyard Church  
6070 Cahill Avenue
- Precinct 9** - Salem United Methodist Church  
5590 Babcock Trail East
- Precinct 10** - Bethesda Lutheran Church  
2855 47th Street East



Map produced by the City of Inver Grove Heights  
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## Precinct Polling Locations

City of Inver Grove Heights, MN



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**

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PERSONNEL ACTIONS

Meeting Date: May 12, 2014  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Jannetto, H.R. Coordinator  
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Aquatics – Matthew Miers, Emily Erhart, Lindsay Hoeft, Golf – Tyler Prifel, Cole Holmes, Alan Palodichuk, Joseph Shearer, Matt Weis, Thomas Auge, Sam Morisset, Cameron Mulvihill, Fitness – Weston Irish, Brianna Hagen, Kelly Geiger, Utilities – Patrick O’Neil, Anna Biljan, Sadie Webb, Parks – Zack Gill.

Please confirm the seasonal/temporary termination of employment of: Guest Services – Dana Lindsay.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Assessment Hearing for 2012 Pavement Management Program, City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier)**

Meeting Date: May 12, 2014  
 Item Type: Assessment Hearing  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott Thureen, Public Works Director

*ST*

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: Water Connection Fund, Sewer Operating Fund, County Grants, Trunk Turn-back Funds, Special Assessments

**PURPOSE/ACTION REQUESTED**

Assessment hearing to consider a resolution adopting the final assessment roll for the 2012 Pavement Management Program, City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier) for the following areas: 66<sup>th</sup> Street from Concord Boulevard to the Swing Bridge Pier and Doffing Avenue from 66<sup>th</sup> Street to 180 feet north.

**SUMMARY**

This project was ordered by the City Council on January 23, 2012, as part of the City's Pavement Management Program (PMP). The project was completed the summer of 2012 with final payment approved on November 13, 2012. The original appraiser (Metzen Appraisals) has recertified the original benefit analysis.

The 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier) included roadway mill and overlay, bituminous pavement milling, bituminous patching, curb and gutter installation, driveway construction, trail construction, drainage improvements including storm sewer and filtration pond installation, water main improvements, hydrant/valve installation, sanitary sewer improvements, bedrock removal, restoration and appurtenances (on 66<sup>th</sup> Street from Concord Boulevard to the Swing Bridge Pier and on Doffing Avenue from 66<sup>th</sup> Street to 180 feet north).

An informational meeting was held with affected property owners on April 29, 2014, in the Council Chambers, with two persons attending from the River Heights Marina. Staff presented the project, costs, and assessment process details and then entertained questions. The two attendees had several questions and concerns about the project regarding utility and street assessments. Staff explained the City assessment policy to answer the questions raised.

The final project cost is \$599,561.82 and the proposed final assessments are \$246,404.64. The project cost and assessments are more than what was presented at the improvement hearing. The overage is a result of higher pavement costs and additional bedrock removal required to complete the project. The City Council authorized the award of the contract with these known costs and subsequent change orders for the rock excavation. The final assessments were adjusted by utilizing turn-back funds, water funds, and sewer funds to offset the additional bedrock removal costs. These adjustments maintain the assessments for the non-city parcels at the amounts shown in the preliminary assessment roll at the public hearing. After adjustments, the final assessments will be 41 percent of the total project cost. The proposed final assessments are below the \$1 per-square-foot special benefit ceiling recommended by the independent appraiser for commercial and industrial parcels.

Project Funding

County Turnback Funds	\$291,000
Special Assessments	246,405
County Grants	27,994
Water Connection Fund	17,461
Sewer Operating Fund	<u>16,752</u>
	\$599,562

I recommend approval of the resolution adopting the final assessment roll for the 2012 Pavement Management Program, City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier).

TJK/kf

Attachments: Resolution  
Area Map  
Final Assessment Roll

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING FINAL ASSESSMENT ROLL  
2012 PAVEMENT MANAGEMENT PROGRAM – CITY PROJECT NO. 2011-08  
66TH STREET IMPROVEMENTS (CONCORD BOULEVARD TO THE SWING BRIDGE PIER)

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements on City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier). The streets improved were as follows:

66<sup>th</sup> Street from Concord Boulevard to the Swing Bridge Pier and Doffing Avenue from 66<sup>th</sup> Street to 180 feet north

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of ten (10) years. The first of the installments shall be payable on or before the first Monday in January 2015, and shall bear interest at the rate of 4.8 percent per annum from the date of adoption of this assessment resolution (or at such later date determined by the City Council). To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of the assessment hearing (or at such later date determined by the City Council).
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes
5. Sewer and water fund transfers are authorized for the project.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of May 2014.

AYES:

NAYS:

ATTEST:

\_\_\_\_\_  
George Tourville, Mayor

\_\_\_\_\_  
Melissa Kennedy, Deputy Clerk



CITY PROJECT NO. 2011-08 - 66TH STREET IMPROVEMENTS  
FINAL ASSESSMENT ROLL

Map No.	PID No.	Owner Name	Overlay Assessment	Curb Assessment	Sanitary Assessment	Water Assessment	Subtotal	Credits	Final Assessment
3	203650024081	ACTION DISPOSAL SYSTEMS INC	\$21,577.63	\$10,470.36			\$32,047.99	\$4,915.47	\$27,132.52
4	203650033070	ACTION DISPOSAL SYSTEM INC	\$11,734.35	\$5,693.99			\$17,428.34	\$2,673.14	\$14,755.20
5	203650033080	ACTION DISPOSAL SYSTEM INC	\$11,334.37	\$6,288.00	\$9,939.75	\$10,549.80	\$38,111.92	\$7,431.14	\$30,680.78
6	203650033090	ACTION DISPOSAL SYSTEM INC	\$1,295.85		\$6,843.20	\$7,263.20	\$15,402.25	\$3,647.35	\$11,754.90
7	203650033101	CITY OF INVER GROVE HEIGHTS			\$2,541.39	\$2,697.37	\$5,238.76		\$5,238.76
8	203650034050	CITY OF INVER GROVE HEIGHTS			\$2,546.53	\$2,702.81	\$5,249.34		\$5,249.34
9	203650034181	PAUL HARMS	\$23,860.92		\$5,235.05	\$5,556.35	\$34,652.32	\$8,129.74	\$26,522.58
12	200020054020	LAWRENCE F KLADEK	\$4,576.94				\$4,576.94	\$1,667.24	\$2,909.70
13	200020054060	LAWRENCE F KLADEK	\$6,109.50				\$6,109.50	\$1,805.20	\$4,304.30
14	200020054041	LAWRENCE F KLADEK	\$14,757.14				\$14,757.14	\$3,445.44	\$11,311.70
15	200020078011	CITY OF INVER GROVE HEIGHTS	\$52,837.85	\$20,624.64	\$12,671.44	\$20,410.93	\$106,544.86		\$106,544.86
			\$148,084.55	\$43,076.99	\$39,777.36	\$49,180.46	\$280,119.36	\$33,714.72	\$246,404.64

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Assessment Hearing for 2014 Pavement Management Program, City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction**

Meeting Date: May 12, 2014  
 Item Type: Assessment Hearing  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Steve W. Dodge, Asst. City Engineer  
 Reviewed by: Scott Thureen, Public Works Director

*SAT*

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

**PURPOSE/ACTION REQUESTED**

Assessment hearing to consider a resolution adopting the final assessment roll for the 2014 Pavement Management Program, City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction. The streets to be improved are as follows:

The reconstruction portion includes: College Trail from Broderick Boulevard to Cahill Avenue, Bower Path from Bower Court to College Trail, Bower Court from 87th Street East to cul-de-sac, 86<sup>th</sup> Street East from Bower Path to cul-de-sac, and 87<sup>th</sup> Street East from Bower Court to 500 Feet West of Brooks Boulevard.

The partial reconstruction portion includes: Barbara Avenue from 80<sup>th</sup> Street East to the City Hall driveway entrance.

**SUMMARY**

This project was ordered by the City Council on February 24, 2014, as part of the City's Pavement Management Program (PMP). Bids were received on March 27, 2014 and are scheduled to be awarded after the final assessment hearing, but within 90 days of the bid opening. The project is scheduled for the summer of 2014 with final payment in fall 2014. A project appraisal report was prepared by the appraiser (Metzen Appraisals).

The project includes easement acquisitions, removals, roadway reconstruction, bituminous pavement reclamation, full depth mill and overlay, subgrade excavation and correction, granular subgrade, aggregate base, bituminous pavement, curb and gutter, drain tile, driveway reconstruction, concrete sidewalk, bituminous trail, retaining wall, guard rail, storm water facility improvements, ponds, infiltration basin, treatment basins, water main system repair and replacement, sanitary sewer, restoration and appurtenances.

An informational meeting was held with affected property owners on April 30, 2014, in the Council Chambers, with five (5) residents attending. The consultant, Kimley-Horn & Associates, Inc., and staff presented the project, costs, and assessment process details and then entertained questions. General questions and comments related to the project were typical with the following original items particular to this group:

- College Heights neighborhood could use a gravel shoulder where the 87<sup>th</sup> Street connects to Arbor Point to protect from traffic rutting. *(The project plan includes a two-foot gravel shoulder.)*
- Resident at 8265 College Trail expressed concern that adding curb on the south side reduces capacity infiltration and water quality benefits compared to the existing grass ditch. He expressed concern that this runoff into the Cahill treatment basin will reduce its effectiveness. *(The overall project provides more storm water treatment and storage than is required. Storm water is conveyed and collected in the storm system and routed to the treatment basin. The pretreatment basin will provide water quality pretreatment and combined with the large pond to attenuate the storm water volume control.)*

- How can the City make residents pay interest in 2014 when the project has not yet been built. They expressed concern about the 4.8% interest rate. *(Council has the ability to extend the starting date for interest accrual. Staff would suggest January 1, 2015.)*
- Residents inquired about the assessment process and timing of payments. *(Staff explained the current process and policy.)*
- Concern that drainage is currently on the road near the end of 87th Street. *(Grading the area to drain properly is incorporated in the plans and will be reviewed in the field.)*
- Concern about irrigation runoff from Arbor Point.
- Concern that water runs off the road and into the yard in large rain events at 8275 College Trail. *(Proposed drainage swale, culvert and removal of a berm will treat street runoff into the pond. Staff held a meeting to address drainage improvements.)*
- Resident at 2701 87<sup>th</sup> Street asked how the driveway restoration can be applied for? *(City staff is reviewing with a City Attorney. See comment below on Driveway Restoration Program.)*
- Resident at 8275 College Trail is not in favor of adding parking stalls on the north side of the road. *(There is a four-foot gravel shoulder instead.)*
- Resident at 8275 College Trail is agreeable to an additional sanitary service for reconnection, current sanitary service crosses neighbor's property. *(Staff met with resident and addressed the sewer service location.)*
- Staff has met with all residents that requested individual meetings.
- There was a concern that residents are paying for trail and sidewalk improvement through assessments. *(Sidewalk, trail and appurtenances are not assessed to single family parcels.)*

The Residential Driveway Restoration Program will be implemented on the project subsequent to levying the assessments, during construction. With respect to those driveway agreements that occur after the assessments are paid, staff will bring a resolution to the Council at a later date.

The estimated final project cost is \$3,521,441.94 and the proposed final assessments are \$1,065,958.64. The proposed final assessments are 30 percent of the total project cost. The proposed final assessments are at or below the proposed special benefit caps as recommended by the appraiser. The funding table below adjust for the Pavement Management Fund prepaying \$164,140 of the IHCC \$354,140 proposed final assessment (IHCC agreed to \$190,000).

Project Funding

State Aid Funds	\$1,358,000	
Pavement Management Fund	869,043	(Plus \$164,140 for IHCC assessment pre-pay)*
Special Assessments	1,065,959	(\$164,140 of IHCC assessment will be pre-paid by PMP)*
Water Connection Fund	119,108	
Sewer Connection Fund	59,332	
DCSWCD Grant	<u>50,000</u>	
	\$3,521,442	

\*The Inver Hills Community College Assessment and Easement Agreements was a separate item on the consent agenda.

I recommend approval of the resolution adopting the final assessment roll for the 2014 Pavement Management Program, City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction.

TJK/kf

Attachments: Resolution  
Area Map  
Final Assessment Roll

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING FINAL ASSESSMENT ROLL FOR 2014 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2014-09D – COLLEGE TRAIL RECONSTRUCTION  
AND BARBARA AVENUE PARTIAL RECONSTRUCTION

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements on City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction. The streets to be improved are as follows:

College Trail from Broderick Boulevard to Cahill Avenue, Bower Path from Bower Court to College Trail, Bower Court from 87th Street East to cul-de-sac, 86<sup>th</sup> Street East from Bower Path to cul-de-sac, and 87<sup>th</sup> Street East from Bower Court to 500 Feet West of Brooks Boulevard.

The partial reconstruction portion includes: Barbara Avenue from 80<sup>th</sup> Street East to the City Hall driveway entrance.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of ten (10) years. The first of the installments shall be payable on or before the first Monday in January 2015, and shall bear interest at the rate of 4.8 percent per annum from the date of adoption of this assessment resolution (or at such later date determined by the City Council). To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of the assessment hearing (or at such later date determined by the City Council).
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of May 2014.

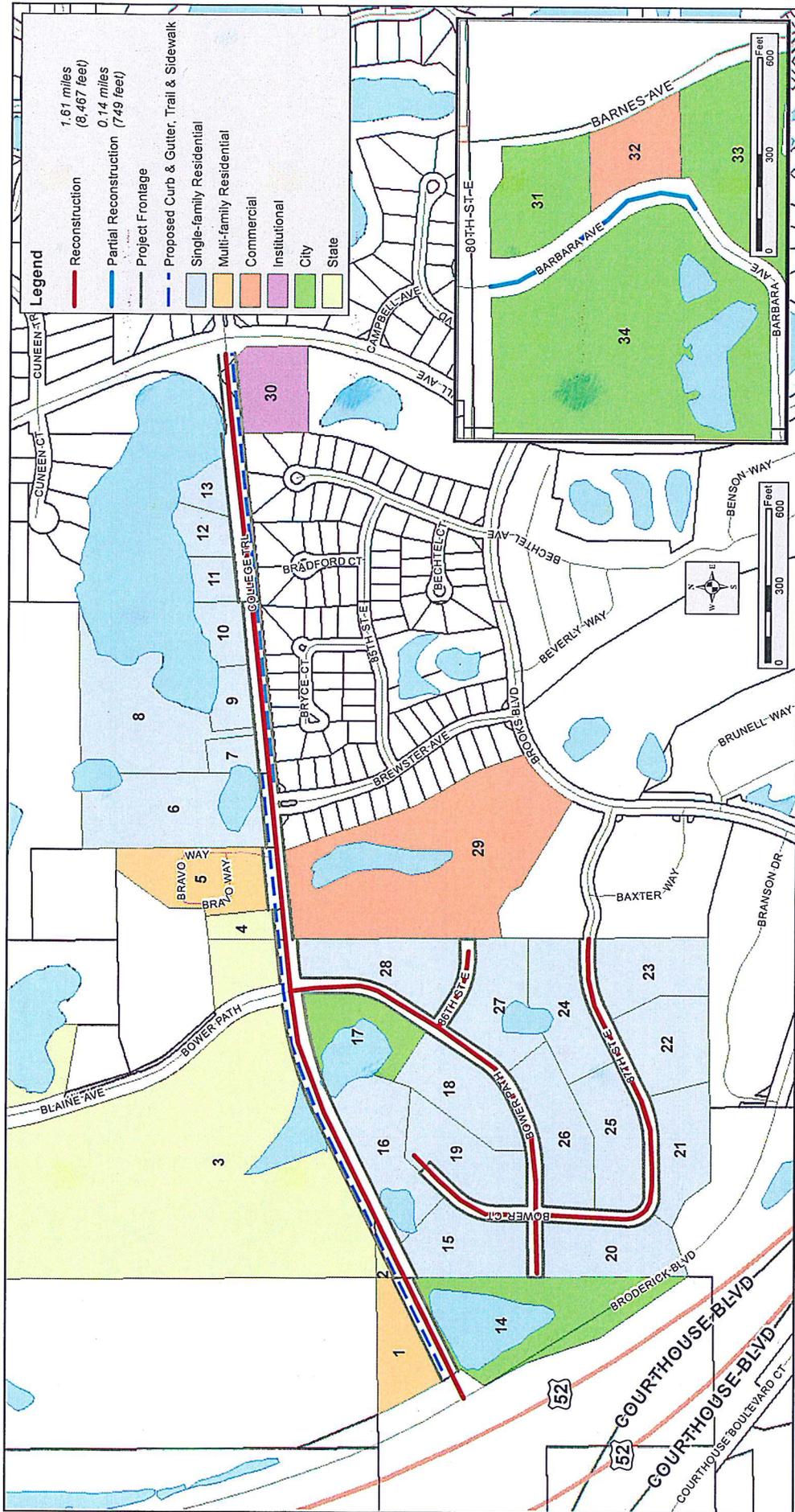
AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy Clerk



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS SUCH. IT IS BASED ON THE BEST AVAILABLE RECORDS, INFORMATION AND DATA LOCATED AND OBTAINED BY THE CITY OF INVER GROVE HEIGHTS AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS DOES NOT WARRANT THE ACCURACY HEREIN CONTAINED.

Map prepared by the City of Inver Grove Heights  
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# City Project 2014-09D

## College Trail Reconstruction and Barbara Avenue Partial Reconstruction



PREPARED BY: JDS

DATE: 4/28/2014

PROJECT 2014-09D - COLLEGE TRAIL RECONSTRUCTION AND BARBARA AVENUE PARTIAL RECONSTRUCTION  
FINAL ASSESSMENT ROLL

Map ID	PID	Owner Name	House Number	Street	Final Assessment
1	203651501010	INVER GROVE HEIGHTS GOOD SAMARITAN	8121	COLLEGE TRL	\$ 42,757.60
2	200160077020	STATE OF MN			\$ 23,388.68
3	200160003012	STATE OF MN			\$ 314,640.40
4	200160004011	STATE OF MN			\$ 16,110.48
5	202250101010	INVER HILLS FAMILY HOUSING LP	8360	BRAVO WAY	\$ 99,430.00
6	200160006022	JAMES KROMSCHROEDER	8215	COLLEGE TRL	\$ 7,000.00
7	201820001010	RICHARD & JANE KAPLAN	8251	COLLEGE TRL	\$ 7,000.00
8	201820001020	JAMES JR & HEATHER RILEY	8255	COLLEGE TRL	\$ 7,000.00
9	201820001030	RICHARD & SHARON JACOBS	8261	COLLEGE TRL	\$ 7,000.00
10	201820001040	JAMES & LAUREN HANSEN	8265	COLLEGE TRL	\$ 7,000.00
11	201825001060	PAUL & SINDY GOODWILL	8271	COLLEGE TRL E	\$ 7,000.00
12	201825001071	ALAN AND KRISTINA KELLOGG	8275	COLLEGE TRL	\$ 7,000.00
13	201825001072	ROBERT & CINDY WILD	8279	COLLEGE TRL	\$ 7,000.00
14	200160051015	CITY OF INVER GROVE HTS			\$ 63,679.22
15	201820501010	JAMES & BONITA BERQUIST	8579	BOWER CT	\$ 7,000.00
16	201820501020	SANDRA TREITLINE	8195	COLLEGE TRL	\$ 7,000.00
17	201820501030	CITY OF INVER GROVE HTS			\$ 100,336.78
18	201820501040	CRAIG DAHLKE AND LORI FRYE	8583	BOWER PATH	\$ 7,000.00
19	201820501050	DANIEL & CHERYL WEGMAN	8562	BOWER CT	\$ 7,000.00
20	201820504010	RICHARD & CAROL BAXTER	8665	BOWER CT	\$ 7,000.00
21	201820504020	GLORIA LAWRENCE	2578	87TH ST E	\$ 7,000.00
22	201820504030	SHARON HOFFMAN	2662	87TH ST E	\$ 7,000.00
23	201820504040	WILLIAM & RUTH SCOFIELD	2720	87TH ST E	\$ 7,000.00
24	201820503030	MARK & CINDY NORDSTROM	2701	87TH ST E	\$ 7,000.00
25	201820503040	JAN & LINDA JENSEN TRUST	2585	87TH ST E	\$ 7,000.00
26	201820503010	JONG KWON & MYOUNG CHOI	8604	BOWER PATH	\$ 7,000.00
27	201820503020	ROYCE & LYNNE JOHNSON	2714	86TH ST E	\$ 7,000.00
28	201820502010	TIMOTHY & DIANE RECHTZIGEL	2721	86TH ST E	\$ 7,000.00
29	201187501010	ARBOR POINTE GOLF CLUB INC	8919	CAHILL AVE	\$ 28,000.00
30	200150031015	FLORENCE LUSHANKO TRUST			\$ 28,000.00
31	200160030014	CITY OF INVER GROVE HTS			\$ 48,100.40
32	200160030015	JAME & JESSICA ROBERTS	8108	BARBARA AVE	\$ 34,359.00
33	203650502010	CITY OF INVER GROVE HTS			\$ 12,839.00
34	203650501020	CITY OF INVER GROVE HTS			\$ 107,317.08
<b>Total:</b>					<b>\$ 1,065,958.64</b>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Accept and Approve of Comprehensive Annual Financial Report for the Year Ended December 31, 2013, Management Letter and Other Required Report**

Meeting Date: May 12, 2014  
 Item Type: Regular Agenda  
 Contact: Kristi Smith 651-450-2521  
 Prepared by: Kristi Smith, Finance Director  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

To accept and approve the Comprehensive Annual Financial Report (CAFR), Management Letter and Other Required Report for the year ended December 31, 2013.

**SUMMARY**

Each year the City contracts with an independent Certified Public Accounting firm to audit the City's Comprehensive Annual Financial Report. Abdo, Eick & Meyers, LLP performed the audit for the 2013 CAFR. They have issued an unqualified (clean) opinion on the City's financial statements. This is the highest form of assurance a Certified Public Accounting Firm can issue. In addition to the CAFR, Management Letter and Other Required Report are enclosed with this memo. Printed copies will be provided to Council Members and a public copy will be available at City Hall.

In reviewing the CAFR, I suggest reading the Letter of Transmittal which begins on page 5 in the Introductory Section of the report, Management's Discussion and Analysis (MD&A) which begins on page 23 in the Financial Section of the report, and the Notes to the Financial Statements which begin on page 57 in the Financial Section in the report.

The auditors did note a material weakness in conducting the audit. The material weakness is reported in the Management Letter on page 2. The finding, 2013-001, Material audit adjustments, indicates that not all year-end adjustments were made relating to adjusting market value of investments, allocation of investment earnings, and special assessments. Year-end procedures will be modified to ensure that the market value of investments are properly adjusted, investment earnings are allocated across all funds, and all special assessments are reported accurately.

Matt Vos and Steve McDonald from Abdo, Eick & Meyers, LLP were present at the May 5, 2014 work session to review the reports and answer questions.

We will be submitting the CAFR to the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting. This will be the 28<sup>th</sup> year that we have participated in this program. We will also put the CAFR on the City's website.

A special thanks to the Finance Department staff and all departments for their assistance in preparing for the audit and completion of the CAFR.

Resolution No. \_\_\_\_\_

Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$2,295,000 General Obligation Tax Increment Refunding Bonds Series 2014A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$2,295,000 General Obligation Tax Increment Refunding Bonds Series 2014A (the "Bonds"), to effect a current refunding of the City's Series 2005A and 2005B Bonds; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on June 9, 2014, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

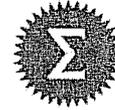
The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 12<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
City Administrator



**EHLERS**  
LEADERS IN PUBLIC FINANCE

May 12, 2014

## Pre-Sale Report

City of Inver Grove Heights, Minnesota

\$2,295,000 General Obligation Tax Increment Refunding  
Bonds Series 2014A



**Prepared by:**

Steve Apfelbacher  
Senior Financial Advisor

And

Jessica Cook  
Financial Advisor

And

Jason Aarsvold  
Financial Advisor



## Executive Summary of Proposed Debt

Proposed Issue:	\$2,295,000 General Obligation Tax Increment Refunding Bonds Series 2014A
Purposes:	<p>The proposed issue includes financing for the following purposes:</p> <p>Current refunding of 2005A and 2005B Bonds. The 2005A and 2005B bonds were issued to refund the bonds that financed the construction of the community center. Both series of bonds are callable at any time, and refunding the bonds will produce interest savings. In addition, the proposed financing will restructure the bonds to reduce the term to match the duration of TIF district 2-1</p> <ul style="list-style-type: none"> <li>• Proposed current refunding of the Series 2005A Tax Increment Refunding Bonds. Debt service will be paid from tax increment revenues.</li> </ul> <p>Interest rates on the obligations proposed to be refunded are 3.75% to 3.90%. The refunding would reduce the term over which the refunded obligations will be repaid by over 2 years. The refunding is expected to decrease interest expense by approximately \$16,800. The Net Present Value Benefit of the refunding is estimated to be \$13,046, equal to 2.394% of the refunded principal.</p> <p>This refunding is considered to be a Current Refunding as the obligations being refunded are callable (pre-payable) now.</p> <ul style="list-style-type: none"> <li>• Proposed current refunding of the Series 2005B Tax Increment Refunding Bonds. Debt service will be paid from tax increment revenues, including lease revenue from School District #199 relating to the aquatics facility.</li> </ul> <p>Interest rates on the obligations proposed to be refunded are 4.0% to 4.375%. The refunding would reduce the term over which the refunded obligations will be repaid by over 4 years. The refunding is expected to decrease interest expense by approximately \$223,461. The Net Present Value Benefit of the refunding is estimated to be \$195,769, equal to 11.9% of the refunded principal.</p> <p>This refunding is considered to be a Current Refunding as the obligations being refunded are callable (pre-payable) now.</p>
Authority:	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapter(s):</p> <ul style="list-style-type: none"> <li>• 469 and 475</li> </ul> <p>Because the City is paying for at least 20% of the project costs with Tax Increment Financing (TIF) from District Nos. 2-1 and 4-1, the Bonds can be a general obligation without a referendum and will not count against the City's</p>



	<p>debt limit.</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p>
Term/Call Feature:	<p>The Bonds are being issued for a term of less than 3 years. Principal on the Bonds will be due on December 15 in the years 2014 through 2016. Interest is payable every six months beginning December 15, 2014.</p> <p>The Bonds are being offered without option of prior redemption.</p>
Bank Qualification:	<p>Because the City is issuing less than \$10,000,000 in the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>
Rating:	<p>The City’s most recent bond issues were rated AA by Standard &amp; Poor’s. The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>
Method of Sale/Placement:	<p>In order to obtain the lowest interest cost to the City, we will solicit competitive bids for purchase of the Bonds from local banks in your area and regional underwriters.</p> <p>We have included an allowance for discount bidding equal to 1.00% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.</p> <p><b>Premium Bids:</b> The current generational low in interest rates has caused concerns amongst investors as to the impacts to the value of existing bonds in the case interest rates generally increase in the future. When interest rates rise, the value of existing bonds generally falls. In order to mitigate the decline in value of existing bonds, many investors are demanding “premium” pricing structures. A premium is achieved when the coupon for any maturity exceeds the yield, resulting in a price greater than the face value.</p> <p>The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this issue of Bonds we have been directed to use the premium to reduce</p>



	<p>the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down.</p> <p>You have the choice to limit the amount of premium in the bid specifications. This may result in fewer bids, but it may also eliminate large adjustments on the day of sale and other uncertainties.</p>
Review of Existing Debt:	<p>We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.</p>
Continuing Disclosure:	<p>Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain "material events" to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.</p>
Arbitrage Monitoring:	<p>Because the Bonds are tax-exempt securities/tax credit securities, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules on prior issues.</p>
Risk Factors:	<p><b>Current Refunding:</b> The Bonds are being issued to effect a current refunding of prior City debt obligations. Those prior debt obligations are "callable" now and can therefore be paid off within 90 days or less. The primary risk with the refunding bonds is a potential cashflow issue. If the City does not receive the December distribution of Tax Increment before 12/15 each year, the City will need to pay the principal and interest from another source. This would create a short-term interfund loan, necessitating an interfund loan agreement.</p>



## Proposed Debt Issuance Schedule

Pre-Sale Review by City Council	May 12, 2014
Distribute Official Statement:	Week of May 19, 2014
Conference with Rating Agency:	Week of May 27 <sup>th</sup> , 2014
City Council Meeting to Award Sale of the Bonds:	June 9, 2014
Estimated Closing Date:	July 1, 2014
Redemption Date for 2005A Bonds	July 15, 2014
Redemption Date for 2005B Bonds	July 15, 2014

### Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedule
- Refunding Savings Analysis
- Bond Buyer Index
- Resolution Authorizing Ehlers to Proceed With Bond Sale

### Ehlers Contacts

Financial Advisors:	Steve Apfelbacher	(651) 697-8510
	Jessica Cook	(651) 697-8546
	Jason Aarsvold	(651) 697-8512
Disclosure Coordinator:	Pia Troy	(651) 697-8556
Bond Sale Coordinator:	Alicia Baldwin	(651) 697-8523
Financial Analyst:	Alicia Gage	(651) 697-8551

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.



# City of Inver Grove Heights, MN

\$2,295,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Issue Summary - Proposed Current Ref 05A and 05B

Assuming Current GO BQ "AA" Market Rates

## Total Issue Sources And Uses

Dated 07/01/2014 | Delivered 07/01/2014

	Proposed CR Series 2005A	Proposed CR Series 2005B	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$570,000.00	\$1,725,000.00	\$2,295,000.00
<b>Total Sources</b>	<b>\$570,000.00</b>	<b>\$1,725,000.00</b>	<b>\$2,295,000.00</b>
<b>Uses Of Funds</b>			
Total Underwriter's Discount (1.000%)	5,700.00	17,250.00	22,950.00
Costs of Issuance	9,437.91	28,562.09	38,000.00
Deposit to Current Refunding Fund	554,518.83	1,676,612.14	2,231,130.97
Rounding Amount	343.26	2,575.77	2,919.03
<b>Total Uses</b>	<b>\$570,000.00</b>	<b>\$1,725,000.00</b>	<b>\$2,295,000.00</b>



# City of Inver Grove Heights, MN

\$2,295,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Issue Summary - Proposed Current Ref 05A and 05B

Assuming Current GO BQ "AA" Market Rates

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/01/2014	-	-	-	-	-
12/15/2014	1,015,000.00	0.300%	4,885.83	1,019,885.83	1,019,885.83
06/15/2015	-	-	3,840.00	3,840.00	-
12/15/2015	640,000.00	0.450%	3,840.00	643,840.00	647,680.00
06/15/2016	-	-	2,400.00	2,400.00	-
12/15/2016	640,000.00	0.750%	2,400.00	642,400.00	644,800.00
<b>Total</b>	<b>\$2,295,000.00</b>	<b>-</b>	<b>\$17,365.83</b>	<b>\$2,312,365.83</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$2,965.50
Average Life	1.292 Years
Average Coupon	0.5855953%
Net Interest Cost (NIC)	1.3594952%
True Interest Cost (TIC)	1.3710313%
Bond Yield for Arbitrage Purposes	0.5852325%
All Inclusive Cost (AIC)	2.7042244%

## IRS Form 8038

Net Interest Cost	0.5855953%
Weighted Average Maturity	1.292 Years



# City of Inver Grove Heights, MN

\$2,295,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Issue Summary - Proposed Current Ref 05A and 05B

Assuming Current GO BQ "AA" Market Rates

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	Fiscal Total
07/01/2014	-	-	-	-	(2,919.03)	-
12/15/2014	1,015,000.00	0.300%	4,885.83	1,019,885.83	1,019,885.83	1,016,966.80
06/15/2015	-	-	3,840.00	3,840.00	3,840.00	-
12/15/2015	640,000.00	0.450%	3,840.00	643,840.00	643,840.00	647,680.00
06/15/2016	-	-	2,400.00	2,400.00	2,400.00	-
12/15/2016	640,000.00	0.750%	2,400.00	642,400.00	642,400.00	644,800.00
<b>Total</b>	<b>\$2,295,000.00</b>	<b>-</b>	<b>\$17,365.83</b>	<b>\$2,312,365.83</b>	<b>\$2,309,446.80</b>	<b>-</b>



# City of Inver Grove Heights, MN

\$2,295,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Issue Summary - Proposed Current Ref 05A and 05B

Assuming Current GO BQ "AA" Market Rates

## Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/15/2014	Serial Coupon	0.300%	0.300%	1,015,000.00	100.000%	1,015,000.00
12/15/2015	Serial Coupon	0.450%	0.450%	640,000.00	100.000%	640,000.00
12/15/2016	Serial Coupon	0.750%	0.750%	640,000.00	100.000%	640,000.00
<b>Total</b>	-	-	-	<b>\$2,295,000.00</b>	-	<b>\$2,295,000.00</b>

## Bid Information

Par Amount of Bonds	\$2,295,000.00
Gross Production	\$2,295,000.00
Total Underwriter's Discount (1.000%)	\$(22,950.00)
Bid (99.000%)	2,272,050.00
Total Purchase Price	\$2,272,050.00
Bond Year Dollars	\$2,965.50
Average Life	1.292 Years
Average Coupon	0.5855953%
Net Interest Cost (NIC)	1.3594952%
True Interest Cost (TIC)	1.3710313%



# City of Inver Grove Heights, MN

\$2,295,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Issue Summary - Proposed Current Ref 05A and 05B

Assuming Current GO BQ "AA" Market Rates

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/15/2014	1,019,885.83	1,016,966.80	45,143.75	(971,823.05)
12/15/2015	647,680.00	647,680.00	413,912.50	(233,767.50)
12/15/2016	644,800.00	644,800.00	410,832.50	(233,967.50)
12/15/2017	-	-	412,013.75	412,013.75
12/15/2018	-	-	319,056.25	319,056.25
12/15/2019	-	-	317,156.25	317,156.25
12/15/2020	-	-	314,831.25	314,831.25
12/15/2021	-	-	316,781.25	316,781.25
<b>Total</b>	<b>\$2,312,365.83</b>	<b>\$2,309,446.80</b>	<b>\$2,549,727.50</b>	<b>\$240,280.70</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	205,896.36
Net PV Cashflow Savings @ 0.585%(Bond Yield)....	205,896.36
Contingency or Rounding Amount.....	2,919.03
Net Present Value Benefit	\$208,815.39
Net PV Benefit / \$2,500,896.36 PV Refunded Debt Service	8.350%
Net PV Benefit / \$2,190,000 Refunded Principal..	9.535%
Net PV Benefit / \$2,295,000 Refunding Principal..	9.099%

## Refunding Bond Information

Refunding Dated Date	7/01/2014
Refunding Delivery Date	7/01/2014



# City of Inver Grove Heights, MN

\$2,295,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Issue Summary - Proposed Current Ref 05A and 05B

Assuming Current GO BQ "AA" Market Rates

## Proof Of Bond Yield @ 0.5852325%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
07/01/2014	-	1.0000000x	-	-
12/15/2014	1,019,885.83	0.9973414x	1,017,174.34	1,017,174.34
06/15/2015	3,840.00	0.9944315x	3,818.62	1,020,992.95
12/15/2015	643,840.00	0.9915301x	638,386.76	1,659,379.71
06/15/2016	2,400.00	0.9886372x	2,372.73	1,661,752.44
12/15/2016	642,400.00	0.9857527x	633,247.56	2,295,000.00
<b>Total</b>	<b>\$2,312,365.83</b>	<b>-</b>	<b>\$2,295,000.00</b>	<b>-</b>

## Derivation Of Target Amount

Par Amount of Bonds	\$2,295,000.00
Original Issue Proceeds	\$2,295,000.00



# City of Inver Grove Heights, MN

\$2,295,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Issue Summary - Proposed Current Ref 05A and 05B

Assuming Current GO BQ "AA" Market Rates

## Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Price	Issuance Price	Exponent	Bond Years
07/01/2014	-	-	-	-	-
12/15/2014	1,015,000.00	100.000%	1,015,000.00	0.4555556x	462,388.89
12/15/2015	640,000.00	100.000%	640,000.00	1.4555556x	931,555.56
12/15/2016	640,000.00	100.000%	640,000.00	2.4555556x	1,571,555.56
<b>Total</b>	<b>\$2,295,000.00</b>	<b>-</b>	<b>\$2,295,000.00</b>	<b>-</b>	<b>\$2,965,500.00</b>

### IRS Form 8038

Weighted Average Maturity = Bond Years/Issue Price	1.292 Years
Total Interest from Debt Service	17,365.83
Total Interest	17,365.83
NIC = Interest / (Issue Price * Average Maturity)	0.5855953%
Bond Yield for Arbitrage Purposes	0.5852325%



# City of Inver Grove Heights, MN

\$2,295,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Issue Summary - Proposed Current Ref 05A and 05B

Assuming Current GO BQ "AA" Market Rates

## Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
07/01/2014	-	-	-	-	-
07/15/2014	2,231,130.97	-	2,231,130.97	2,231,130.97	-
<b>Total</b>	<b>\$2,231,130.97</b>	<b>-</b>	<b>\$2,231,130.97</b>	<b>\$2,231,130.97</b>	<b>-</b>

## Investment Parameters

Investment Model [PV, GIC, or Securities]	GIC
Default investment yield target	Unrestricted
Cost of Investments Purchased with Bond Proceeds	2,231,130.97
Total Cost of Investments	\$2,231,130.97
Target Cost of Investments at bond yield	\$2,230,623.99
Yield to Receipt	-2.18E-12
Yield for Arbitrage Purposes	0.5852325%
State and Local Government Series (SLGS) rates for	11/04/2013



# City of Inver Grove Heights, MN

\$2,245,000 General Obligation Tax Increment Refunding Bonds, Series 2005A

## Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
07/01/2014	-	-	-	-	-	-	-
07/15/2014	545,000.00	9,518.83	554,518.83	-	-	-	-
08/01/2014	-	-	-	-	-	10,447.50	10,447.50
02/01/2015	-	-	-	180,000.00	3.750%	10,447.50	190,447.50
08/01/2015	-	-	-	-	-	7,072.50	7,072.50
02/01/2016	-	-	-	180,000.00	3.850%	7,072.50	187,072.50
08/01/2016	-	-	-	-	-	3,607.50	3,607.50
02/01/2017	-	-	-	185,000.00	3.900%	3,607.50	188,607.50
<b>Total</b>	<b>\$545,000.00</b>	<b>\$9,518.83</b>	<b>\$554,518.83</b>	<b>\$545,000.00</b>	<b>-</b>	<b>\$42,255.00</b>	<b>\$587,255.00</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	7/01/2014
Average Life	1.593 Years
Average Coupon	4.868550%
Weighted Average Maturity (Par Basis)	1.593 Years

## Refunding Bond Information

Refunding Dated Date	7/01/2014
Refunding Delivery Date	7/01/2014



# City of Inver Grove Heights, MN

## \$4,010,000 General Obligation Tax Increment Refunding Bonds, Series 2005B

### Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
07/01/2014	-	-	-	-	-	-	-
07/15/2014	1,645,000.00	31,612.14	1,676,612.14	-	-	-	-
08/01/2014	-	-	-	-	-	34,696.25	34,696.25
02/01/2015	-	-	-	150,000.00	4.000%	34,696.25	184,696.25
08/01/2015	-	-	-	-	-	31,696.25	31,696.25
02/01/2016	-	-	-	160,000.00	4.050%	31,696.25	191,696.25
08/01/2016	-	-	-	-	-	28,456.25	28,456.25
02/01/2017	-	-	-	170,000.00	4.125%	28,456.25	198,456.25
08/01/2017	-	-	-	-	-	24,950.00	24,950.00
02/01/2018	-	-	-	275,000.00	4.250%	24,950.00	299,950.00
08/01/2018	-	-	-	-	-	19,106.25	19,106.25
02/01/2019	-	-	-	285,000.00	4.250%	19,106.25	304,106.25
08/01/2019	-	-	-	-	-	13,050.00	13,050.00
02/01/2020	-	-	-	295,000.00	4.250%	13,050.00	308,050.00
08/01/2020	-	-	-	-	-	6,781.25	6,781.25
02/01/2021	-	-	-	310,000.00	4.375%	6,781.25	316,781.25
<b>Total</b>	<b>\$1,645,000.00</b>	<b>\$31,612.14</b>	<b>\$1,676,612.14</b>	<b>\$1,645,000.00</b>	<b>-</b>	<b>\$317,472.50</b>	<b>\$1,962,472.50</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	7/01/2014
Average Life	4.109 Years
Average Coupon	4.6966282%
Weighted Average Maturity (Par Basis)	4.109 Years

### Refunding Bond Information

Refunding Dated Date	7/01/2014
Refunding Delivery Date	7/01/2014

# City of Inver Grove Heights, MN

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\$2,295,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Issue Summary - Proposed Current Ref 05A and 05B

Assuming Current GO BQ "AA" Market Rates

## Detail Costs Of Issuance

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Dated 07/01/2014 | Delivered 07/01/2014

### COSTS OF ISSUANCE DETAIL

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Financial Advisor	\$20,000.00
Bond Counsel	\$8,500.00
Rating Agency Fee	\$8,500.00
Miscellaneous	\$1,000.00
<b>TOTAL</b>	<b>\$38,000.00</b>



# City of Inver Grove Heights, MN

\$570,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Proposed Current Refunding of Series 2005A

Assuming Current GO BQ "AA" Market Rates

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/01/2014	-	-	-	-	-
12/15/2014	570,000.00	0.300%	779.00	570,779.00	570,779.00
<b>Total</b>	<b>\$570,000.00</b>	<b>-</b>	<b>\$779.00</b>	<b>\$570,779.00</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$259.67
Average Life	0.456 Years
Average Coupon	0.300000%

Net Interest Cost (NIC)	2.4951220%
True Interest Cost (TIC)	2.5217319%
Bond Yield for Arbitrage Purposes	0.5852325%
All Inclusive Cost (AIC)	6.3057172%

## IRS Form 8038

Net Interest Cost	0.300000%
Weighted Average Maturity	0.456 Years



# City of Inver Grove Heights, MN

\$570,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Proposed Current Refunding of Series 2005A

Assuming Current GO BQ "AA" Market Rates

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	Fiscal Total
07/01/2014	-	-	-	-	(343.26)	-
12/15/2014	570,000.00	0.300%	779.00	570,779.00	570,779.00	570,435.74
<b>Total</b>	<b>\$570,000.00</b>	-	<b>\$779.00</b>	<b>\$570,779.00</b>	<b>\$570,435.74</b>	-



# City of Inver Grove Heights, MN

\$570,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Proposed Current Refunding of Series 2005A

Assuming Current GO BQ "AA" Market Rates

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/15/2014	570,779.00	570,435.74	10,447.50	(559,988.24)
12/15/2015	-	-	197,520.00	197,520.00
12/15/2016	-	-	190,680.00	190,680.00
12/15/2017	-	-	188,607.50	188,607.50
<b>Total</b>	<b>\$570,779.00</b>	<b>\$570,435.74</b>	<b>\$587,255.00</b>	<b>\$16,819.26</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	12,703.16
Net PV Cashflow Savings @ 0.585%(Bond Yield)....	12,703.16
Contingency or Rounding Amount.....	343.26
Net Present Value Benefit	\$13,046.42
Net PV Benefit / \$581,964.67 PV Refunded Debt Service	2.242%
Net PV Benefit / \$545,000 Refunded Principal...	2.394%
Net PV Benefit / \$570,000 Refunding Principal..	2.289%

## Refunding Bond Information

Refunding Dated Date	7/01/2014
Refunding Delivery Date	7/01/2014



# City of Inver Grove Heights, MN

\$570,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Proposed Current Refunding of Series 2005A

Assuming Current GO BQ "AA" Market Rates

## Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
07/01/2014	-	-	-	-	-
07/15/2014	554,518.83	-	554,518.83	554,518.83	-
<b>Total</b>	<b>\$554,518.83</b>	<b>-</b>	<b>\$554,518.83</b>	<b>\$554,518.83</b>	<b>-</b>

## Investment Parameters

Investment Model [PV, GIC, or Securities]	GIC
Default investment yield target	Unrestricted
Cost of Investments Purchased with Bond Proceeds	554,518.83
Total Cost of Investments	\$554,518.83
Target Cost of Investments at bond yield	\$554,392.83
Yield to Receipt	-2.18E-12
Yield for Arbitrage Purposes	0.5852325%



# City of Inver Grove Heights, MN

\$2,245,000 General Obligation Tax Increment Refunding Bonds, Series 2005A

## Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2014	-	-	10,447.50	10,447.50	-
12/15/2014	-	-	-	-	10,447.50
02/01/2015	180,000.00	3.750%	10,447.50	190,447.50	-
08/01/2015	-	-	7,072.50	7,072.50	-
12/15/2015	-	-	-	-	197,520.00
02/01/2016	180,000.00	3.850%	7,072.50	187,072.50	-
08/01/2016	-	-	3,607.50	3,607.50	-
12/15/2016	-	-	-	-	190,680.00
02/01/2017	185,000.00	3.900%	3,607.50	188,607.50	-
12/15/2017	-	-	-	-	188,607.50
<b>Total</b>	<b>\$545,000.00</b>	<b>-</b>	<b>\$42,255.00</b>	<b>\$587,255.00</b>	<b>-</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	7/01/2014
Average Life	1.593 Years
Average Coupon	4.8685550%
Weighted Average Maturity (Par Basis)	1.593 Years

## Refunding Bond Information

Refunding Dated Date	7/01/2014
Refunding Delivery Date	7/01/2014



# City of Inver Grove Heights, MN

\$2,245,000 General Obligation Tax Increment Refunding Bonds, Series 2005A

## Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
07/01/2014	-	-	-	-	-	-	-
07/15/2014	545,000.00	9,518.83	554,518.83	-	-	-	-
08/01/2014	-	-	-	-	-	10,447.50	10,447.50
02/01/2015	-	-	-	180,000.00	3.750%	10,447.50	190,447.50
08/01/2015	-	-	-	-	-	7,072.50	7,072.50
02/01/2016	-	-	-	180,000.00	3.850%	7,072.50	187,072.50
08/01/2016	-	-	-	-	-	3,607.50	3,607.50
02/01/2017	-	-	-	185,000.00	3.900%	3,607.50	188,607.50
<b>Total</b>	<b>\$545,000.00</b>	<b>\$9,518.83</b>	<b>\$554,518.83</b>	<b>\$545,000.00</b>	<b>-</b>	<b>\$42,255.00</b>	<b>\$587,255.00</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	7/01/2014
Average Life	1.593 Years
Average Coupon	4.868550%
Weighted Average Maturity (Par Basis)	1.593 Years

## Refunding Bond Information

Refunding Dated Date	7/01/2014
Refunding Delivery Date	7/01/2014



# City of Inver Grove Heights, MN

\$570,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Proposed Current Refunding of Series 2005A

Assuming Current GO BQ "AA" Market Rates

## Detail Costs Of Issuance

Dated 07/01/2014 | Delivered 07/01/2014

### COSTS OF ISSUANCE DETAIL

Financial Advisor	\$4,967.32
Bond Counsel	\$2,111.11
Rating Agency Fee	\$2,111.11
Miscellaneous	\$248.37
<b>TOTAL</b>	<b>\$9,437.91</b>



# City of Inver Grove Heights, MN

\$1,725,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Proposed Current Refunding of Series 2005B

Assuming Current GO BQ "AA" Market Rates

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/01/2014	-	-	-	-	-
12/15/2014	445,000.00	0.300%	4,106.83	449,106.83	449,106.83
06/15/2015	-	-	3,840.00	3,840.00	-
12/15/2015	640,000.00	0.450%	3,840.00	643,840.00	647,680.00
06/15/2016	-	-	2,400.00	2,400.00	-
12/15/2016	640,000.00	0.750%	2,400.00	642,400.00	644,800.00
<b>Total</b>	<b>\$1,725,000.00</b>	<b>-</b>	<b>\$16,586.83</b>	<b>\$1,741,586.83</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$2,705.83
Average Life	1.569 Years
Average Coupon	0.6130026%
Net Interest Cost (NIC)	1.2505142%
True Interest Cost (TIC)	1.2598195%
Bond Yield for Arbitrage Purposes	0.5852325%
All Inclusive Cost (AIC)	2.3542408%

## IRS Form 8038

Net Interest Cost	0.6130026%
Weighted Average Maturity	1.569 Years



# City of Inver Grove Heights, MN

\$1,725,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Proposed Current Refunding of Series 2005B

Assuming Current GO BQ "AA" Market Rates

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	Fiscal Total
07/01/2014	-	-	-	-	(2,575.77)	-
12/15/2014	445,000.00	0.300%	4,106.83	449,106.83	449,106.83	446,531.06
06/15/2015	-	-	3,840.00	3,840.00	3,840.00	-
12/15/2015	640,000.00	0.450%	3,840.00	643,840.00	643,840.00	647,680.00
06/15/2016	-	-	2,400.00	2,400.00	2,400.00	-
12/15/2016	640,000.00	0.750%	2,400.00	642,400.00	642,400.00	644,800.00
<b>Total</b>	<b>\$1,725,000.00</b>	<b>-</b>	<b>\$16,586.83</b>	<b>\$1,741,586.83</b>	<b>\$1,739,011.06</b>	<b>-</b>



# City of Inver Grove Heights, MN

\$1,725,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Proposed Current Refunding of Series 2005B

Assuming Current GO BQ "AA" Market Rates

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/15/2014	449,106.83	446,531.06	34,696.25	(411,834.81)
12/15/2015	647,680.00	647,680.00	216,392.50	(431,287.50)
12/15/2016	644,800.00	644,800.00	220,152.50	(424,647.50)
12/15/2017	-	-	223,406.25	223,406.25
12/15/2018	-	-	319,056.25	319,056.25
12/15/2019	-	-	317,156.25	317,156.25
12/15/2020	-	-	314,831.25	314,831.25
12/15/2021	-	-	316,781.25	316,781.25
<b>Total</b>	<b>\$1,741,586.83</b>	<b>\$1,739,011.06</b>	<b>\$1,962,472.50</b>	<b>\$223,461.44</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	193,193.20
Net PV Cashflow Savings @ 0.585%(Bond Yield).....	193,193.20
Contingency or Rounding Amount.....	2,575.77
Net Present Value Benefit	\$195,768.97
Net PV Benefit / \$1,918,931.69 PV Refunded Debt Service	10.202%
Net PV Benefit / \$1,645,000 Refunded Principal...	11.901%
Net PV Benefit / \$1,725,000 Refunding Principal..	11.349%

## Refunding Bond Information

Refunding Dated Date	7/01/2014
Refunding Delivery Date	7/01/2014



# City of Inver Grove Heights, MN

\$1,725,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Proposed Current Refunding of Series 2005B

Assuming Current GO BQ "AA" Market Rates

## Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
07/01/2014	-	-	-	-	-
07/15/2014	1,676,612.14	-	1,676,612.14	1,676,612.14	-
<b>Total</b>	<b>\$1,676,612.14</b>	-	<b>\$1,676,612.14</b>	<b>\$1,676,612.14</b>	-

## Investment Parameters

Investment Model [PV, GIC, or Securities]	GIC
Default investment yield target	Unrestricted
Cost of Investments Purchased with Bond Proceeds	1,676,612.14
Total Cost of Investments	\$1,676,612.14
Target Cost of Investments at bond yield	\$1,676,231.16
Yield to Receipt	-1.82E-12
Yield for Arbitrage Purposes	0.5852325%

# City of Inver Grove Heights, MN

## \$4,010,000 General Obligation Tax Increment Refunding Bonds, Series 2005B

### Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2014	-	-	34,696.25	34,696.25	-
12/15/2014	-	-	-	-	34,696.25
02/01/2015	150,000.00	4.000%	34,696.25	184,696.25	-
08/01/2015	-	-	31,696.25	31,696.25	-
12/15/2015	-	-	-	-	216,392.50
02/01/2016	160,000.00	4.050%	31,696.25	191,696.25	-
08/01/2016	-	-	28,456.25	28,456.25	-
12/15/2016	-	-	-	-	220,152.50
02/01/2017	170,000.00	4.125%	28,456.25	198,456.25	-
08/01/2017	-	-	24,950.00	24,950.00	-
12/15/2017	-	-	-	-	223,406.25
02/01/2018	275,000.00	4.250%	24,950.00	299,950.00	-
08/01/2018	-	-	19,106.25	19,106.25	-
12/15/2018	-	-	-	-	319,056.25
02/01/2019	285,000.00	4.250%	19,106.25	304,106.25	-
08/01/2019	-	-	13,050.00	13,050.00	-
12/15/2019	-	-	-	-	317,156.25
02/01/2020	295,000.00	4.250%	13,050.00	308,050.00	-
08/01/2020	-	-	6,781.25	6,781.25	-
12/15/2020	-	-	-	-	314,831.25
02/01/2021	310,000.00	4.375%	6,781.25	316,781.25	-
12/15/2021	-	-	-	-	316,781.25
<b>Total</b>	<b>\$1,645,000.00</b>	<b>-</b>	<b>\$317,472.50</b>	<b>\$1,962,472.50</b>	<b>-</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	7/01/2014
Average Life	4.109 Years
Average Coupon	4.6966282%
Weighted Average Maturity (Par Basis)	4.109 Years

### Refunding Bond Information

Refunding Dated Date	7/01/2014
Refunding Delivery Date	7/01/2014



# City of Inver Grove Heights, MN

\$4,010,000 General Obligation Tax Increment Refunding Bonds, Series 2005B

## Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
07/01/2014	-	-	-	-	-	-	-
07/15/2014	1,645,000.00	31,612.14	1,676,612.14	-	-	-	-
08/01/2014	-	-	-	-	-	34,696.25	34,696.25
02/01/2015	-	-	-	150,000.00	4.000%	34,696.25	184,696.25
08/01/2015	-	-	-	-	-	31,696.25	31,696.25
02/01/2016	-	-	-	160,000.00	4.050%	31,696.25	191,696.25
08/01/2016	-	-	-	-	-	28,456.25	28,456.25
02/01/2017	-	-	-	170,000.00	4.125%	28,456.25	198,456.25
08/01/2017	-	-	-	-	-	24,950.00	24,950.00
02/01/2018	-	-	-	275,000.00	4.250%	24,950.00	299,950.00
08/01/2018	-	-	-	-	-	19,106.25	19,106.25
02/01/2019	-	-	-	285,000.00	4.250%	19,106.25	304,106.25
08/01/2019	-	-	-	-	-	13,050.00	13,050.00
02/01/2020	-	-	-	295,000.00	4.250%	13,050.00	308,050.00
08/01/2020	-	-	-	-	-	6,781.25	6,781.25
02/01/2021	-	-	-	310,000.00	4.375%	6,781.25	316,781.25
<b>Total</b>	<b>\$1,645,000.00</b>	<b>\$31,612.14</b>	<b>\$1,676,612.14</b>	<b>\$1,645,000.00</b>	<b>-</b>	<b>\$317,472.50</b>	<b>\$1,962,472.50</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	7/01/2014
Average Life	4.109 Years
Average Coupon	4.6966282%
Weighted Average Maturity (Par Basis)	4.109 Years

## Refunding Bond Information

Refunding Dated Date	7/01/2014
Refunding Delivery Date	7/01/2014



# City of Inver Grove Heights, MN

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\$1,725,000 General Obligation Tax Increment Refunding Bonds, Series 2014

Proposed Current Refunding of Series 2005B

Assuming Current GO BQ "AA" Market Rates

## Detail Costs Of Issuance

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Dated 07/01/2014 | Delivered 07/01/2014

### COSTS OF ISSUANCE DETAIL

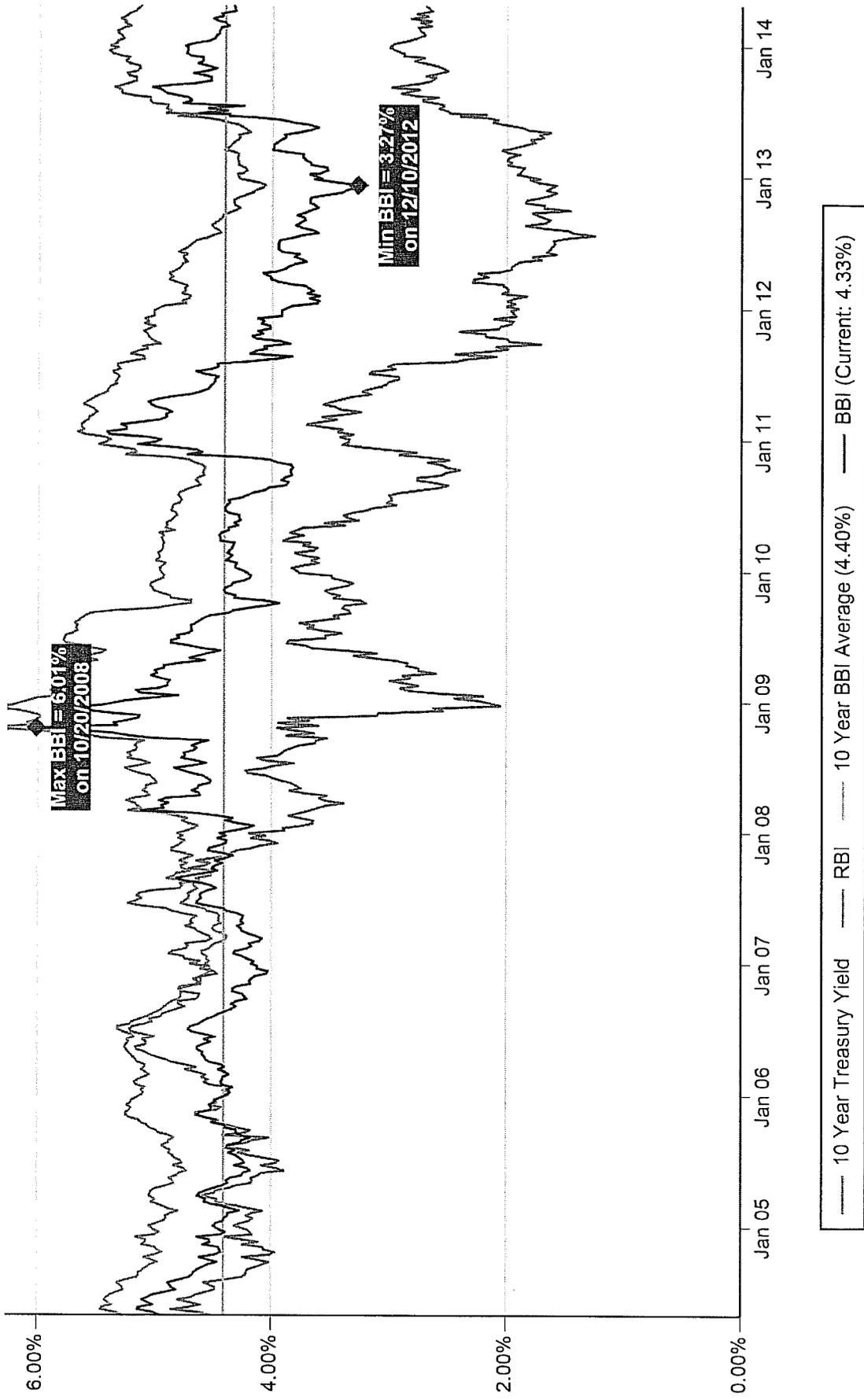
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Financial Advisor	\$15,032.68
Bond Counsel	\$6,388.89
Rating Agency Fee	\$6,388.89
Miscellaneous	\$751.63
<b>TOTAL</b>	<b>\$28,562.09</b>



# 10 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates April, 2004 - April, 2014



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

The Revenue Bond Index (RBI) shows the average yield on a group of revenue bonds that mature in 30 years and have an average rating equivalent to Moody's A1 and S&P's A+.

Source: The Bond Buyer



**EHLERS**  
LEADERS IN PUBLIC FINANCE

Resolution No. \_\_\_\_\_

Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$2,295,000 General Obligation Tax Increment Refunding Bonds Series 2014A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$2,295,000 General Obligation Tax Increment Refunding Bonds Series 2014A (the "Bonds"), to effect a current refunding of the City's Series 2005A and 2005B Bonds; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on June 9, 2014, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 12<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
City Administrator

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BIAGINI PROPERTIES – CASE NO. 14-11PUD

Meeting Date: May 12, 2014  
 Item Type: Regular Agenda  
 Contact: Heather Botten 651.450.2569  
 Prepared by: Heather Botten, Associate Planner  
 Reviewed by:  Planning Engineering

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

**PURPOSE/ACTION REQUESTED**

Consider the following requests for property located at 8225 Argenta Trail:

- a) a Resolution relating to a Final Plat for a one lot, two outlot subdivision.
  - Requires 3/5th's vote.

- b) a Resolution relating to a Preliminary and Final PUD Development Plan in the Northwest Area to allow a 9,400 square foot building and related improvements on the property
  - Requires 3/5th's vote.

- c) an Ordinance Amendment Rezoning the property from P, Institutional to P/PUD, Institutional Planned Unit Development per the Northwest Area Overlay District
  - Requires 3/5th's vote.

- d) an Ordinance Amendment to allow a crematorium, columbarium and mortuary as an accessory use to a cemetery.
  - Requires 3/5th's vote.
  - 60-day deadline: May 16, 2014 (first 60- days)

**SUMMARY**

The applicants are proposing to construct a 9,400 square foot full service mortuary on the property; it would include a mausoleum, crematorium, chapel, gathering room, and dining area.

The proposed plat is a one lot, two outlot subdivision to be known as Prairie Oaks Memorial Eco Gardens. Lot 1 would be about 2.96 acres and the remainder would be in outlots. Staff is recommending the outlots be combined into one tax parcel so the outlots do not go tax forfeit. Park dedication is required for the property based on the current fee schedule, this equates to \$20,720.

The property is located in the Northwest area. The Council adopted a fee schedule to collect the cost of improvements once a property is platted. The plat connection fees for sewer, storm, and water for the lot being final platted would be \$64,700.

The rezoning request is required as part of the Northwest area overlay ordinance. All properties must be rezoned to a PUD designation when developed. The list of land uses remains the same.

Currently mortuaries and crematoriums are allowed in the B-2, B-3, and B-4 districts as a permitted use. The applicants are asking for an amendment to the zoning code to allow crematorium, columbarium, and mortuary as an accessory use to a cemetery in the P districts. These uses would not be allowed on all P zoned properties, there would have to be a cemetery on the property in order for it to be an allowed use.

The proposed request meets and exceeds the natural area and open space requirements of the Northwest area. The maximum allowed impervious surface for the property is 70%; the site is less than 68%, complying with this requirement. There is also a 20% maximum building coverage requirement; the lot would be about 7% building coverage. General review standards of building and parking setbacks, landscaping, building materials, and screening requirements have been met.

The applicants are requesting flexibility from the parking requirements. The maximum parking allowed is 41 spaces whereas 53 are proposed, with an additional 10 planned for future need. Staff is comfortable with the proposed amounts but is requiring all the parking spaces above 31 spaces to be constructed with pervious paving material, as required by the Northwest Area Ordinance.

The City is enforcing restricted access along Argenta Trail (a county turn-back street). There is one access off of Auburn path. Auburn Path has the potential to be extended north. Staff is requiring the developer either to extend the road or agree to a future extension through an assessment waiver agreement and slope easement dedication to the City for future road alignment. The owner has agreed to the future extension of Auburn Path and will modify the site plan to accommodate the future slope for the roadway construction, slope easement and execute assessment waiver agreement. The owner has agreed to these and other related conditions in a letter dated May 8, 2014, which were requirements for the Engineering Division's support of the project.

The Engineering Division and consultant Emmons and Olivier Resources have reviewed the plans and have been working with the applicant on stormwater and grading requirements. Engineering has made some recommendations that are included with the resolution. Staff is requesting an outlot around the regional basin which includes a wetland to be dedicated to the City for regional storm water management. The property owner will have to enter into a development contract and storm water facility maintenance agreement with the City addressing all property improvements. The Engineering Division supports the project with the owner's agreeing to the conditions provided in the City Engineer's letter dated April 17, 2014, and the applicants response letter dated May 8, 2014.

At the public hearing, held May 6, 2014, there were two households who spoke in favor of the request and five households who spoke against it. The main concerns from the residents are:

- A crematorium belongs in an industrial area
- Health concerns from the emissions from the crematorium, especially mercury
- Impacts to the groundwater/wells from the green cemetery and the crematorium.

The applicants presented information relating to the request. Some of the main points were:

- Green cemeteries are more environmentally friendly than a standard cemetery
- There will be no smoke or smell from the crematorium
- 92% of crematoriums are located on cemeteries or like settings

In addition to the people who spoke at the hearing and the emails received, staff also receive three phone calls from residents who did not have concerns with the request.

## RECOMMENDATION

**Staff:** Recommends approval of all four requests as presented with the conditions listed in the attached resolutions. Since the Planning Commission meeting, four additional conditions have been added to the final plat/PUD resolution relating to items that were discussed in the staff report.

The zoning code amendment is presented as a single reading which is typically done when an amendment is related to a development. It is the prerogative of the Council to determine if two or three readings could take place.

**Planning Commission:** On May 6, 2014 the Planning Commission held the public hearing; there was about 2 hours of discussion relating to the proposed request. The Commission acted on each request individually. Because of the length of the discussion and the short time between the Planning Commission meeting and the Council meeting minutes are not available for review at this time.

- a) Motion to approve the request for a **final plat**.

Motion carried (7/2 – Wippermann, Lissarrague nay)

- b) Motion to approve the request for a **preliminary and final PUD development plan** as required by the Northwest Area Overlay District to allow a 9,400 square foot building and related improvements on the property.

Motion carried (7/2 – Wippermann, Lissarrague nay)

- c) Motion to approve the request for a **rezoning** of the property from P, Institutional to P, Institutional/PUD to allow for development in the Northwest Area.

Motion carried 7/2 – Wippermann, Lissarrague nay)

d) Motion to approve the request for a zoning code amendment to allow a **crematorium** as an accessory use to a cemetery.

Motion failed (3/6 – Gooch, Maggi, Wippermann, Simon, Lissarrague, Klein nay)

Motion to approve the request for a **columbarium** as an accessory use to a cemetery.

Motion carried (7/2 – Wippermann, Lissarrague nay).

Motion to approve the request for a **mortuary** as an accessory use to a cemetery.

Motion carried (5/4 – Maggi, Wippermann, Simon, Lissarrague nay)

In summary, the Planning Commission recommended approval of the Plat, PUD, and Rezoning. They also recommended approval of the Ordinance Amendment without the crematorium.

Attachments: Final Plat and Final PUD Resolution  
Rezoning Resolution  
Zoning Code Amendment Resolution  
Planning Report  
Letters from residents

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A FINAL PLAT WITH A DEVELOPMENT CONTRACT  
AND RELATED AGREEMENTS AND FINAL PUD DEVELOPMENT PLAN  
FOR A ONE LOT, TWO OUTLOT PLAT TO BE KNOWN AS  
PRAIRIE OAKS MEMORIAL ECO GARDENS**

**CASE NO. 14-11PUD  
(Biagini Properties)**

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

**Lot 1, Outlot A and Outlot B, Prairie Oaks Memorial Eco Gardens, according to the recorded plat thereof, Dakota County, Minnesota**

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

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat and Final PUD development plan for a one lot, two outlot plat with a development contract and related agreements to be known as Prairie Oaks Memorial Eco Gardens is hereby approved subject to the following conditions:**

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

Preliminary Plat  
Civil Plan Set

dated 05/02/14  
dated 05/02/14

Drainage and Grading Plan	dated 05/02/14
Landscape Plan	dated 05/02/14
Elevation Plans	dated 05/02/14
Building Layout	dated 05/02/14

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this PUD.
3. A storm water facility maintenance agreement and other associated agreements for the development shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.
4. The developer shall plat the existing drainage pond and easement as an outlot and dedicate to the City.
5. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
6. The developer shall meet all the conditions outlined in the City Engineers recommendations and Emmons and Olivier Resources recommendations and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
7. Any roof top mechanical equipment shall be substantially screen from view from roads. Large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
8. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines.
9. All plans shall be subject to the review and approval of the Fire Marshal.
10. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
11. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

12. Outlots A & B shall be combined into one tax parcel with Lot 1 prior to the issuance of the building permit.
13. Park dedication shall be a cash contribution for Lot 1 of \$20,720 to be paid by the property owner at time of plat release.
14. A revised parking plan shall be reviewed and approved by the Planning Department demonstrating the required pervious parking stalls.
15. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
16. The crematory must be licensed and inspected by the Minnesota Department of Health.
17. Emissions from the operation of the crematory must meet Minnesota Pollution Control Agency standards.
18. The mortuary will make copies of the State licensure renewals and permits available to the City as requested by the Chief Building Official.

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

Passed this 12th day of May, 2014.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE  
INVER GROVE HEIGHTS CITY CODE

Case No. 14-11PUD  
Biagini Properties

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from P, Institutional to P/PUD, to wit:

**Outlot B, Gene Worrells Church Acres, according to the recorded plat thereof,  
Dakota County, Minnesota**

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

Ordinance No. \_\_\_\_\_

Page 2

Section III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this \_\_\_\_\_ day of May, 2014.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 10, (ZONING ORDINANCE) CHAPTER 6, LAND USE MATRICES TO  
ALLOW A COLUMBARIUM, CREMATORIUM, AND MORTUARY AS AN  
ACCESSORY USE TO A CEMETERY IN THE "P" DISTRICT

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS  
FOLLOWS:

**Section One. Amendment.** Title 10, Chapter 6, LAND USE MATRICES of  
the Inver Grove Heights City Code is hereby amended to read as follows:

10-6-2: LAND USES IN ALL NON-RESIDENTIAL DISTRICTS

B.

Zoning District	"P"
Cemetery, including mausoleum <u>Columbarium, Crematorium, &amp; Mortuary</u>	<u>P</u> <u>A</u>

**Section Two. Effective Date.** This Ordinance shall be in full force and effect  
upon its publication as provided by law.

Passed in regular session of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF INVER GROVE HEIGHTS

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy City Clerk

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

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**REPORT DATE:** April 30, 2014

**CASE NO:** 14-11PUD

**HEARING DATE:** May 6, 2014

**APPLICANT:** Biagini Properties

**PROPERTY OWNER:** Tony Weber

**REQUEST:** Final Plat, Preliminary and Final Development Plan, Rezoning, and Zoning Code Amendment

**LOCATION:** 8225 Argenta Trail

**COMPREHENSIVE PLAN:** P/I - Public/Institutional

**ZONING:** P, Institutional District

**REVIEWING DIVISIONS:** Planning  
Engineering

**PREPARED BY:**  Heather Botten  
Associate Planner

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**BACKGROUND**

The applicants are proposing to construct a multi-use building approximately 9,400 square feet in size. The building would operate as a full service mortuary including a mausoleum, direct full body burials, cremation, gathering area, chapel, and dining area. The site currently operates as Minnesota's first "green" cemetery. A green cemetery involves burial in a natural manner with bio-degradable caskets or no caskets at all and with no headstones.

The original property, about 40 acres in size, was approved for a cemetery in 1975 (FKA Riverview Cemetery). In 2001, the plat of Gene Worrell Church Acres was approved. This plat consisted of three outlots that were planned for three different church sites. Outlots A & C are currently vacant. Outlot B (proposed property) is operating as a cemetery and has a single family home on the site that is slated to be removed.

The specific request includes the following:

- a. A **Final Plat** for a one lot, two outlot subdivision;
- b. A **Preliminary and Final PUD Development Plan** as required by the northwest area overlay district to allow a 9,400 square foot building and related improvements;
- c. A **Rezoning** of the property from P, Institutional to P, Institutional/ PUD;
- d. A **Zoning Code Amendment** to allow a crematorium, columbarium, and mortuary as an accessory use to a cemetery in the "P" district.

### **EVALUATION OF THE REQUEST**

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

North-	Residential; zoned A, Agricultural; guided LMDR, Low-Medium Density Residential
South-	Vacant; zoned P, Institutional; guided P/I - Public/Institutional
West-	Vacant; zoned P, Institutional; guided P/I - Public/Institutional
East-	Residential; zoned A, Agricultural; guided LMDR, Low-Medium Density Residential

### **FINAL PLAT**

Lots and Block. Since the property has already been platted as an outlot it does not need to go through the preliminary plat process. The proposed final plat is a one lot, two outlot subdivision to be known as Prairie Oaks Memorial Eco Gardens. The site is 13.31 acres; Lot 1 would be 2.96 acres in size and the outlots would be the remainder. There are no minimum lot size or width standards in the Northwest Area, so no lot size review is necessary. To protect the cemetery from going tax forfeit as an outlot the City is requiring Outlots A and B be combined into one tax parcel with Lot 1 prior to building permit issuance.

Park Dedication. Park dedication is required based on the current fee schedule of \$7,000 per acre in the “P” district. Lot 1 is 2.96 acres which would have a park dedication fee of \$20,720. This fee is collected prior to plat release.

### **REZONING**

The property is located in the Northwest Area Overlay, therefore requiring all properties to be zoned as a PUD. The property is zoned P, Institutional and is proposed to be changed to P/PUD. The land uses allowed are the same in the P and the P/PUD zoning districts.

### **ZONING CODE AMENDMENT**

Currently the Zoning Code allows the following land uses:

Cemetery, including mausoleum:	Permitted in the P district
Church:	Permitted in the P district Conditional Use in the B-3 district
Crematorium:	Permitted in the B-2, B-3 and B-4 districts
Mortuary:	Permitted in the B-2, B-3 and B-4 districts

The applicants are requesting to amend the zoning code to allow a mortuary, columbarium, and crematorium as an accessory use to a cemetery. Staff believes the proposed use is a compatible use with a cemetery. The property is already zoned “P”, it is an existing cemetery, it will retain

the natural open space for the benefit of the neighborhood and mortuaries and crematoriums are already allowed as permitted uses in the “B” commercial zoning districts.

Zoning District	"P"
Cemetery, including mausoleum Crematorium, Columbarium, & Mortuary	P A

**SITE PLAN REVIEW**

Impact on financial planning for NW area infrastructure improvements

To fund the utility improvements in the Northwest Area, the Council adopted a funding resource of collecting connection fees at time of development rather than assess properties. To cover the cost of the sewer, water and storm water improvements, there are connection fees paid at time of final plat and connection fees paid at time of building permit.

Water, sanitary sewer, and stormwater plat connection fees in the Northwest Area must be paid when 1) a property is platted, 2) a building permit is obtained, or 3) a connection is made, whichever occurs first. **The plat connection fees are in addition to the building permit connection fees.**

The plat connection fees are based on net developable area. The plat connection fees to be paid for the project are: (final numbers to be verified with Development Contracts)

Sewer Connection Fees	\$ 20,416.00
Water Connection Fees	\$ 12,800.00
Storm Water Connection Fees	\$ 31,484.00
 Total	 \$ 64,700.00

If Outlot A were to be developed in the future, the plat connection fees would be approximately \$160,000.

**NET DEVELOPABLE AREA**

Net developable area is defined as the area of a property remaining after excluding those portions that are either: a) encumbered by right-of-way for arterials roads as defined in the IGH Comprehensive Plan; or b) lying below the ordinary high water level of public waters; or c) lying within the boundaries of delineated wetlands; or d) bluffs in shoreland areas; or e) land to be

dedicated for public park needs. Based on this definition, the proposed project area contains approximately 2.96 net developable acres.

General Project Data	Square Feet	Acres
Gross Project Area – Lot 1	128,935	2.96
Delineated Wetlands	-	0.00
Public Water Bodies (PWI)	-	0.00
Bluffs in Shoreland Area	-	0.00
Planned “Arterial” Road Right of Way	-	0.00
<b>Total Net Developable Area</b>	<b>128,935</b>	<b>2.96</b>

**NATURAL AREA/OPEN SPACE**

Section 10-13J-5. D. establishes requirements for open space preservation within the Northwest Area Overlay. Based on the net developable area the project contains the following:

	Square Feet	Required Acres	Proposed Acres
<i>Total Net Developable Area</i>	<i>128,935</i>		<i>2.96</i>
Minimum Open Space Required = 20% of net area	25,787	0.59	0.95 (41,565 sq ft)
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	19,340	0.44	0.95 (41,565 sq ft)
Area to be undisturbed = 50% of required open space (estimated)	12,894	0.30	0.61 (26,500 sq ft)

The site design of Prairie Oaks Eco Gardens has prioritized the open space areas along the perimeter of the property. The site complies with or exceeds all of the open space requirements. The open space buffer is enhanced since the property is surrounded to the north, east and south with planned open space/ cemetery.

Setback Standards. The building setbacks meet and exceed code requirements. The closest neighboring home located to the north would be about 500 feet away from the proposed structure.

Impervious Surface/Building Coverage. The maximum impervious surface standard in the Northwest area for non-residential properties is 70%. The proposed site is less than 68%

impervious surface, meeting the code requirements. The “P” district allows up to 20% building coverage. The proposed building would be at about 7.2% building coverage.

Access/Parking. The minimum required off street parking spaces shall be no less than 75% of the minimum parking required by the Zoning Code. Pervious paving material shall be used for the portion of parking over the minimum required. The maximum allowed off street parking spaces shall be no more than 100% of the minimum parking required in the Zoning Code.

The Zoning Code requires 1 space for each 3.5 seats of design capacity. The maximum occupant load is 144, allowing a minimum of 31 spaces and a maximum of 41 parking spaces. The project has 53 parking spaces proposed, with an additional 10 spaces proposed for the future.

The applicant is requesting flexibility from the PUD requirements to construct 53 (future 63) spaces whereas 41 spaces is the maximum. Staff believes the intent of the ordinance is to control large unused commercial parking lots from being over-parked. This request is different than a large commercial building and staff is comfortable with the proposed parking. However, 31 spaces is the minimum parking required; all parking spaces above the 31 space minimum shall be constructed with pervious paving material. A revised parking plan is required demonstrating the pervious parking stalls.

The applicant is proposing one main access off of Auburn Path. The applicant is working with the City to determine how far Auburn Path will have to be constructed.

Landscaping. Based on the perimeter of the property, the applicants are required to plant the equivalent of 27 trees to meet the landscaping requirements. The applicants are proposing to plant 30 maple, oak, and spruce trees, along with seven flowering crab trees. The site would also have a variety of shrubs. The proposed plan meets and exceeds the landscaping requirements.

Exterior Materials. The proposed building material of horizontal log siding complies with code requirements.

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

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

Fencing/Screening. There are no screening or fencing requirements.

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

Grading and Drainage. Engineering has reviewed the plans and has been working with the applicant on storm water and grading requirements. Engineering has made some recommendations on conditions that should be added to the approval; these conditions are included in the list of conditions at the end of the report. The Developer shall plat the existing drainage pond and easement as an outlot and dedicate to the City for use for future offsite drainage from Argenta Trail right-of-way and adjacent development. An engineering consultant, Emmons and Olivier Resources (EOR), is working with the Developer to incorporate NW Area green infrastructure and low impact design techniques. EOR has drafted a memo with suggested storm water best management practices to use for this development. These comments are required to be considered as part of the final PUD plan submittal. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.

#### Streets

Street right-of-way widths will have to meet the standards as identified in the Northwest Area Overlay.

Street connectivity was considered for this project. Engineering is working with the applicant on right-of-way and land acquisition requirements for Auburn Path. The Developer is required to meet these conditions as part of the final plan and plat submittal approved by the City Engineer.

#### Utilities

The property does not have City water and sewer available to the site. The building will be well and septic. The applicant shall comply with all necessary state and local permits for the well and septic.

Other Agency Review. This request was sent to Dakota County for review. Dakota County did not have any comments.

The City does not have specific regulations pertaining to the operation of cemeteries and crematoriums. The Minnesota Department of Health is the regulatory agency. State licenses are required to operate a crematory, a funeral establishment, and to practice mortuary science. Prior to operation the applicant shall obtain all necessary federal, state, and local permits including, but not limited to the Mn Dept. of Health. At this time, the MPCA does not require air permits for crematoriums.

#### Agreements

The Developer and Owner shall enter into a Development Contract, Stormwater Facilities Maintenance Agreement and other associated agreements with the City. The list of agreements and details of the contract will be discussed with the applicant, city attorney and staff as part of the final PUD review. All of the agreements will be approved by the City Council.

**ALTERNATIVES**

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following actions should be taken:
- Approval of the **Final Plat** for a one lot, one outlot subdivision to be known as Prairie Oaks Memorial Eco Gardens subject to the following conditions:
    1. Park dedication shall be a cash contribution for Lot 1 of \$20,720 to be paid by the property owner at time of plat release.
  - Approval of the **Rezoning** of the property from P, Institutional to P, Institutional/ PUD
  - Approval of the **Zoning Code Amendment** to allow a crematorium, columbarium, and mortuary as an accessory use to a cemetery in the “P” district.
  - Approval of a **Preliminary and Final PUD Development Plan** as required by the northwest area overlay district to allow a 9,400 square foot building and related improvements subject to the following conditions:
    1. The final plat and accompanying plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	dated 05/02/14
Civil Plan Set	dated 05/02/14
Drainage and Grading Plan	dated 05/02/14
Landscape Plan	dated 05/02/14
Elevation Plans	dated 05/02/14
Building Layout	dated 05/02/14
    2. A Development Contract shall be prepared by the City Attorney and executed by both the City and the property owner.
    3. A storm water facility maintenance agreement and other associated agreements for the development shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.
    4. The Developer shall plat the existing drainage pond and easement as an outlot and dedicate to the City.

5. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
6. The developer shall meet all the conditions outlined in the City Engineers recommendations and Emmons and Olivier Resources recommendations and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
7. Any roof top mechanical equipment shall be substantially screen from view from roads. Large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
8. All parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not visible from property lines.
9. All plans shall be subject to the review and approval of the Fire Marshal.
10. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
11. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
12. Outlots A & B shall be combined into one tax parcel with Lot 1 prior to the issuance of the building permit.
13. Park dedication shall be a cash contribution for Lot 1 of \$20,720 to be paid by the property owner at time of plat release.
14. A revised parking plan shall be reviewed and approved by the Planning Department demonstrating pervious parking stalls.

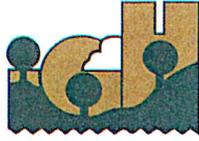
B. **Denial.** If the Planning Commission does not favor the proposed applications or portions thereof, the above request or requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

**RECOMMENDATION**

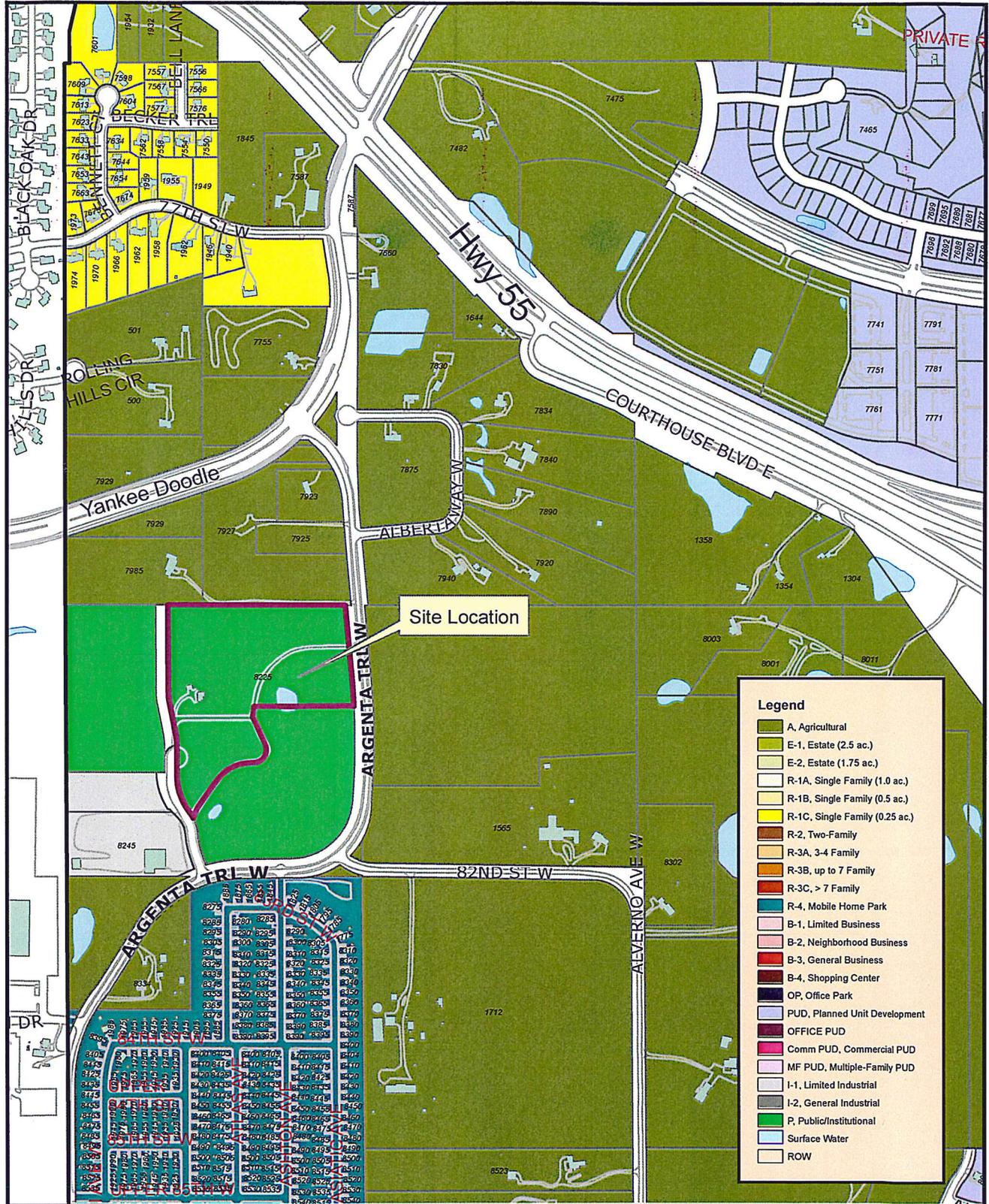
The project complies with nearly all performance standards of the Northwest Area. Flexibility request has been made for the number of parking stalls; staff supports this request.

Staff recommends approval all four requests with the conditions listed in Alternative A.

- Attachments:
- a- Zoning and Location Map
  - b- Applicant Narrative
  - c- Preliminary Plat
  - d- Site Plan
  - e- Drainage and Grading Plan
  - f- Landscape Plan
  - g- Elevation Plans
  - h- Building Layout
  - i- Information on green cemeteries
  - j- Neighbor Letter



# 8225 Argenta Trail



**Legend**

- A, Agricultural
- E-1, Estate (2.5 ac.)
- E-2, Estate (1.75 ac.)
- R-1A, Single Family (1.0 ac.)
- R-1B, Single Family (0.5 ac.)
- R-1C, Single Family (0.25 ac.)
- R-2, Two-Family
- R-3A, 3-4 Family
- R-3B, up to 7 Family
- R-3C, > 7 Family
- R-4, Mobile Home Park
- B-1, Limited Business
- B-2, Neighborhood Business
- B-3, General Business
- B-4, Shopping Center
- OP, Office Park
- PUD, Planned Unit Development
- OFFICE PUD
- Comm PUD, Commercial PUD
- MF PUD, Multiple-Family PUD
- I-1, Limited Industrial
- I-2, General Industrial
- P, Public/Institutional
- Surface Water
- ROW

N  
  
 Map not to scale

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is to be used for reference purpose only. The City of IGH is not responsible for any inaccuracies herein contained.

**Exhibit A**  
 Zoning and Location Map



Friday, March 21, 2014

To whom it may concern,

Please be advised that I, Tony Weber, am the person who owns a certain piece of property located at 8225 Argenta Trail in Inver Grove Heights, MN. I have been operating under the name – Prairie Oaks Memorial Eco Gardens, LLC. We have operated as a “green” cemetery – (no metal or concrete in or above ground is allowed – no toxic chemicals such as formaldehyde based embalming fluid is allowed in the ground).

We are in the process of procuring all licenses and permits required to allow us to run a full service mortuary that will include – direct full body burials, cremations and a celebration of life center. In addition to the cemetery – we wish to include a columbarium within our building that allow for the placement of “cremains” within a “niche” – upon completion of the building.

We are intending to place the land into a land conservancy which will insure the land to be forever a park like setting with continuous foresting of the burial area and ultimately be a park, available to the public including benches and picnic tables with the preservation of the land and wild life habitat maintained to allow for a sustained wild life area to be enjoyed by the public.

This will be Minnesota’s first “green” cemetery, although as a result of our efforts we are seeing some other local cemeteries making space available for “green” burials – calling themselves “Hybrid Cemeteries”. Along with my family, we are very committed to a sustainable park like area into perpetuity with the establishment of a perpetual care fund that will allow for the maintenance of the area – forever.

Our feeling is that there is no need to contaminate the soul or ground water to have a successful burial service that continues to maintain the dignity and serenity of a celebration of life of loved ones.

Incidentally, the interest in “green” burials and the Celebration of Life Center has vastly exceeded our expectations.

Respectfully,

  
Tony Weber  
Prairie Oaks Memorial Eco Gardens

Cemetery Address: 8225 Argenta Trail - Inver Grove Heights, MN 55077

Corporate Address: 1025 Dodd Road - West St. Paul, MN 55118

[www.mngreengraves.com](http://www.mngreengraves.com) - (651) 300 - 9549

PRELIMINARY COPY  
UNRECORDED AS OF 5-02-14

# PRAIRIE OAKS MEMORIAL ECO GARDENS

KNOW ALL PERSONS BY THESE PRESENTS: That Prairie Oaks Memorial Eco Gardens, LLC, a Minnesota limited liability company, fee owner of the following described property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

Outlot B, GENE WORRELLS CHURCH ACRES, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as PRAIRIE OAKS MEMORIAL ECO GARDENS and does hereby dedicate to the public for public use forever the public way and the drainage and utility easements as shown on this plat. Also dedicating to the County of Dakota the right of access onto County Road No. 63 as shown on this plat.

In witness whereof said Prairie Oaks Memorial Eco Gardens, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed: Prairie Oaks Memorial Eco Gardens, LLC.

Tony D. Weber, Sole member

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tony D. Weber, as sole member of Prairie Oaks Memorial Eco Gardens, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

I, Blake L. Rivard, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Blake L. Rivard, Land Surveyor  
Minnesota License No. 19421

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Blake L. Rivard, a Licensed Land Surveyor.

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires January 31, 20\_\_\_\_

CITY OF INVER GROVE HEIGHTS

Reviewed by the Planning Commission of the City of Inver Grove Heights: this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Chairperson

\_\_\_\_\_, Secretary

We do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the City Council of Inver Grove Heights, Minnesota, approved this plat.

\_\_\_\_\_, Mayor

\_\_\_\_\_, City Clerk

DAKOTA COUNTY SURVEYOR

I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 383A.42, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Todd Tollefson, P.L.S.  
Dakota County Surveyor

COUNTY TREASURER-AUDITOR

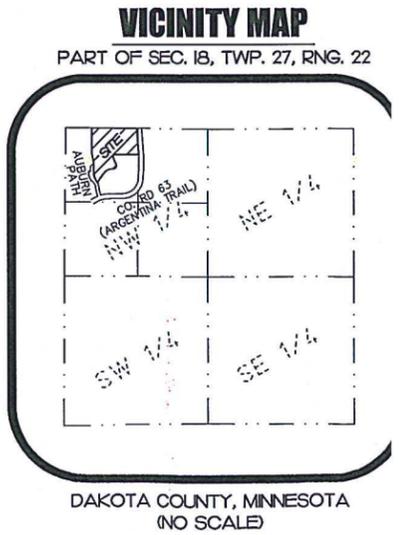
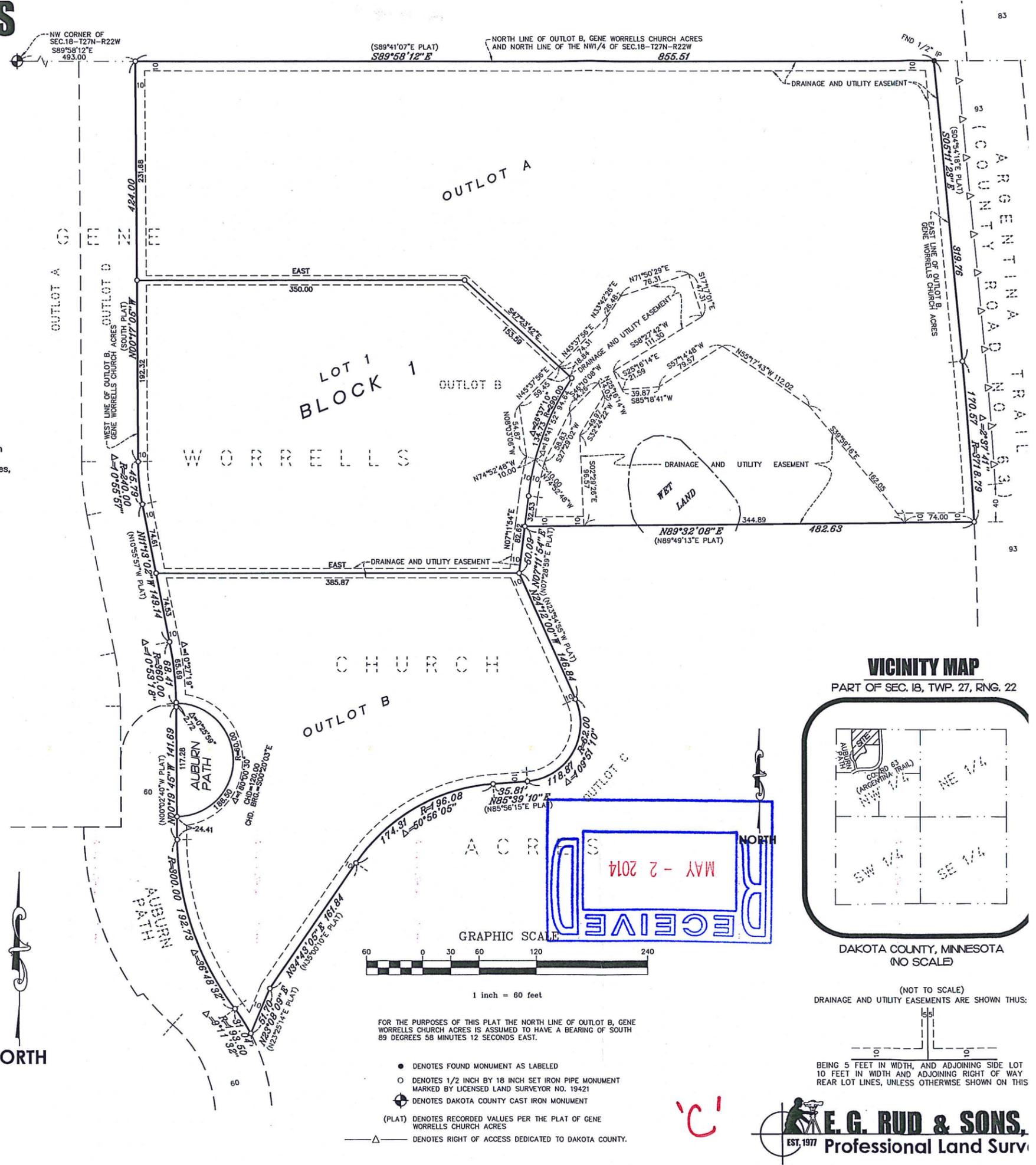
I hereby certify that the taxes for the year 20\_\_\_\_ for the land description this plat as PRAIRIE OAKS MEMORIAL ECO GARDENS have been paid and no delinquent taxes are due and transfer entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

County Treasurer-Auditor  
Dakota County, Minnesota

COUNTY RECORDER

Document Number \_\_\_\_\_  
I hereby certify that this instrument was filed in the office of the County Recorder for record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ on page \_\_\_\_\_

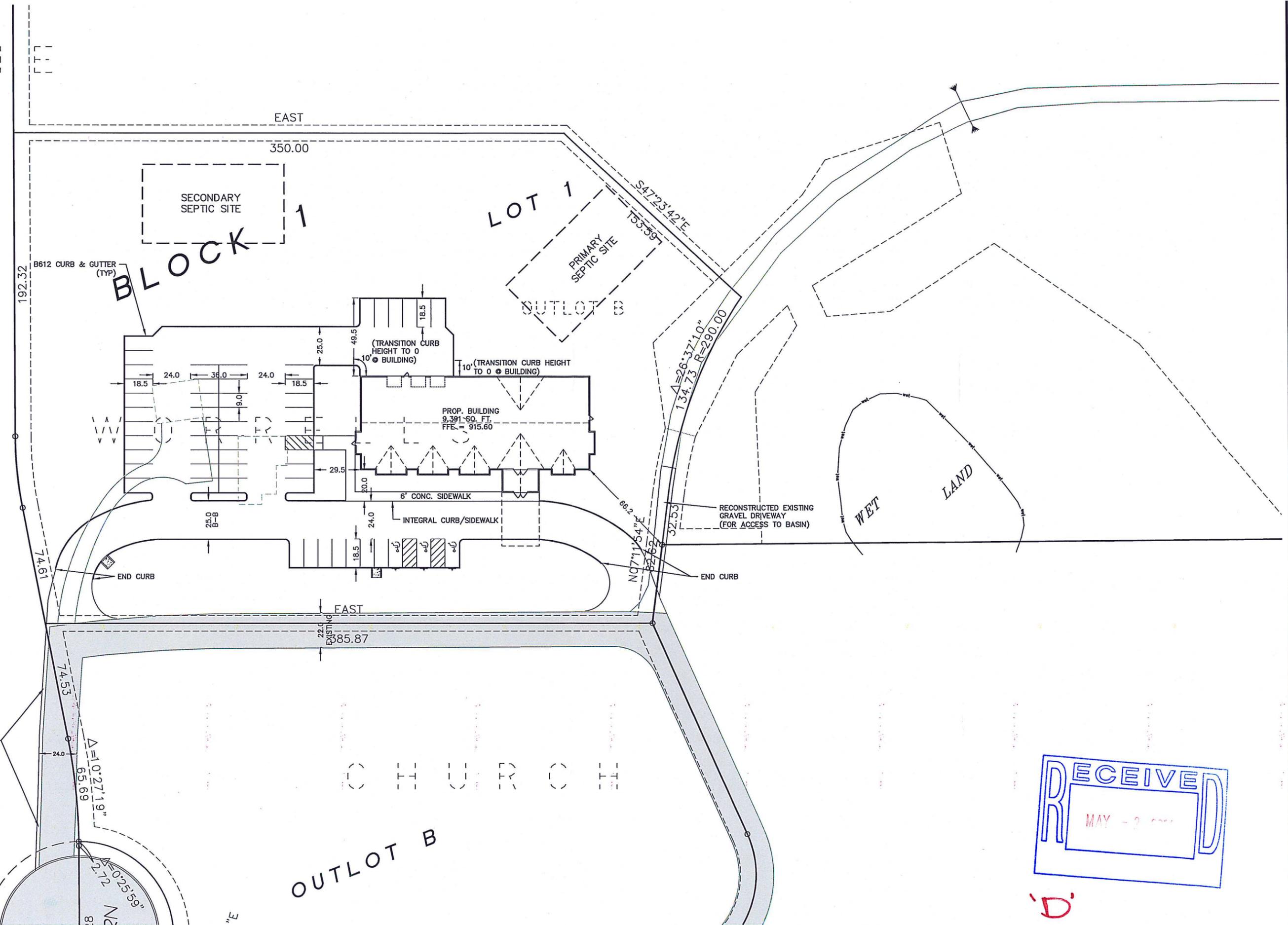
County Recorder  
Dakota County, Minnesota



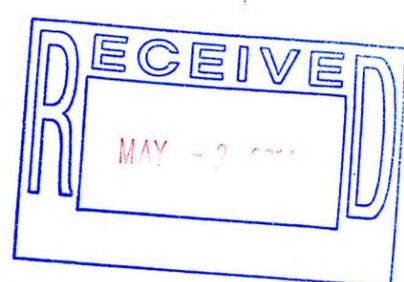
- FOR THE PURPOSES OF THIS PLAT THE NORTH LINE OF OUTLOT B, GENE WORRELLS CHURCH ACRES IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 58 MINUTES 12 SECONDS EAST.
- DENOTES FOUND MONUMENT AS LABELED
  - DENOTES 1/2 INCH BY 18 INCH SET IRON PIPE MONUMENT MARKED BY LICENSED LAND SURVEYOR NO. 19421
  - ⊕ DENOTES DAKOTA COUNTY CAST IRON MONUMENT
  - (PLAT) DENOTES RECORDED VALUES PER THE PLAT OF GENE WORRELLS CHURCH ACRES
  - △— DENOTES RIGHT OF ACCESS DEDICATED TO DAKOTA COUNTY.

**E.G. RUD & SONS,**  
EST. 1977 Professional Land Surveyors

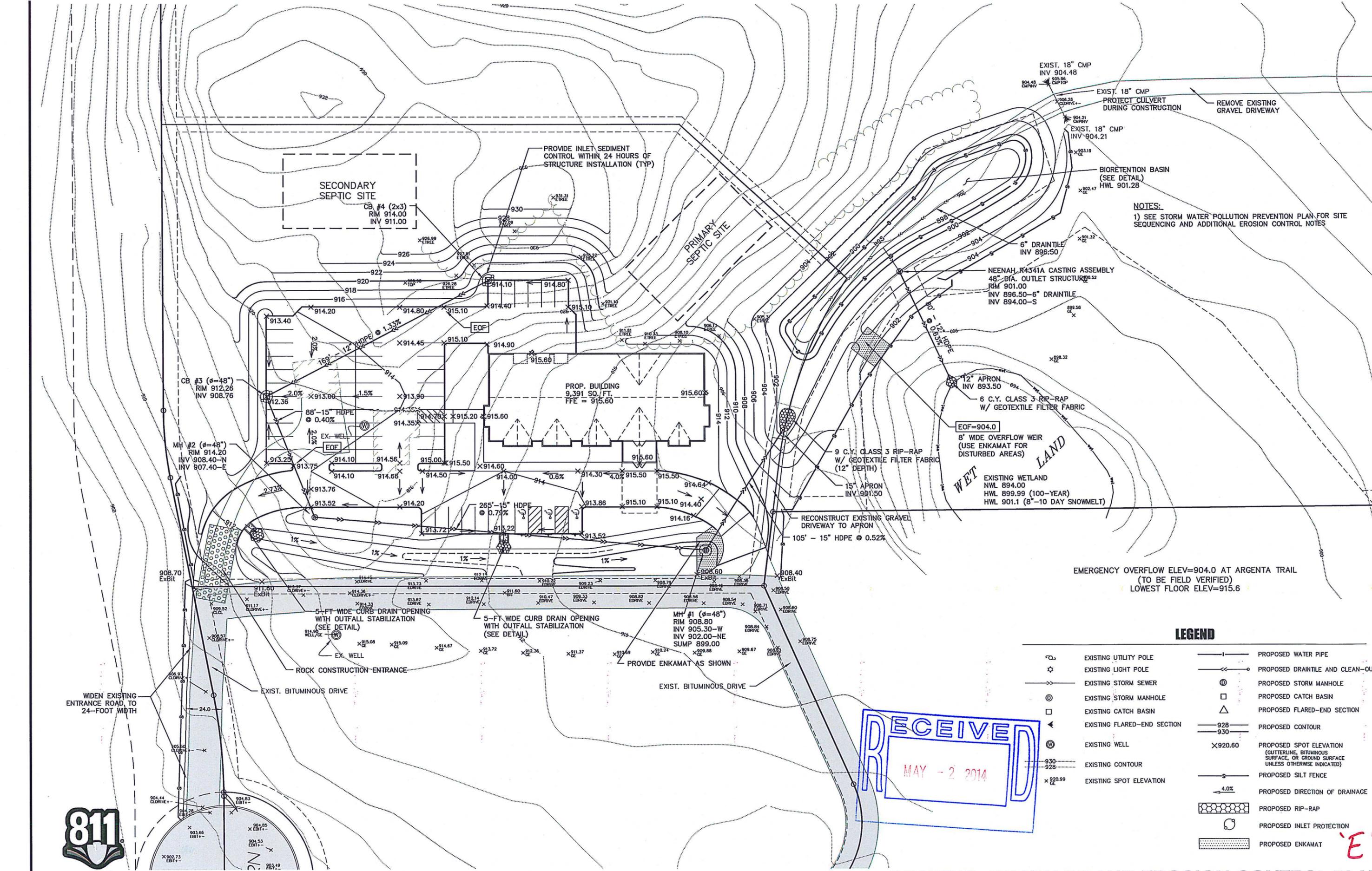
OUTLOT A (G)  
 OUTLOT D



CHURCH  
 OUTLOT B



D

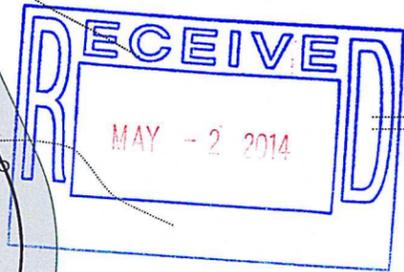


**NOTES:**  
 1) SEE STORM WATER POLLUTION PREVENTION PLAN FOR SITE SEQUENCING AND ADDITIONAL EROSION CONTROL NOTES

EMERGENCY OVERFLOW ELEV=904.0 AT ARGENTA TRAIL  
 (TO BE FIELD VERIFIED)  
 LOWEST FLOOR ELEV=915.6

**LEGEND**

⊙	EXISTING UTILITY POLE	— —	PROPOSED WATER PIPE
☆	EXISTING LIGHT POLE	— — —	PROPOSED DRAINTILE AND CLEAN-OUT
— — —	EXISTING STORM SEWER	⊙	PROPOSED STORM MANHOLE
⊙	EXISTING STORM MANHOLE	□	PROPOSED CATCH BASIN
□	EXISTING CATCH BASIN	△	PROPOSED FLARED-END SECTION
△	EXISTING FLARED-END SECTION	—928—	PROPOSED CONTOUR
⊙	EXISTING WELL	—930—	PROPOSED CONTOUR
—928—	EXISTING CONTOUR	×920.60	PROPOSED SPOT ELEVATION (GUTTERLINE, BITUMINOUS SURFACE, OR GROUND SURFACE UNLESS OTHERWISE INDICATED)
×920.99	EXISTING SPOT ELEVATION	— —	PROPOSED SILT FENCE
		→4.0%	PROPOSED DIRECTION OF DRAINAGE
		⊙	PROPOSED RIP-RAP
		⊙	PROPOSED INLET PROTECTION
		⊙	PROPOSED ENKAMAT



Know what's below.  
 Call before you dig.

**GRADING, DRAINAGE AND EROSION CONTROL PLAN  
 PRAIRIE OAKS - MEMORIAL ECO GARDENS**

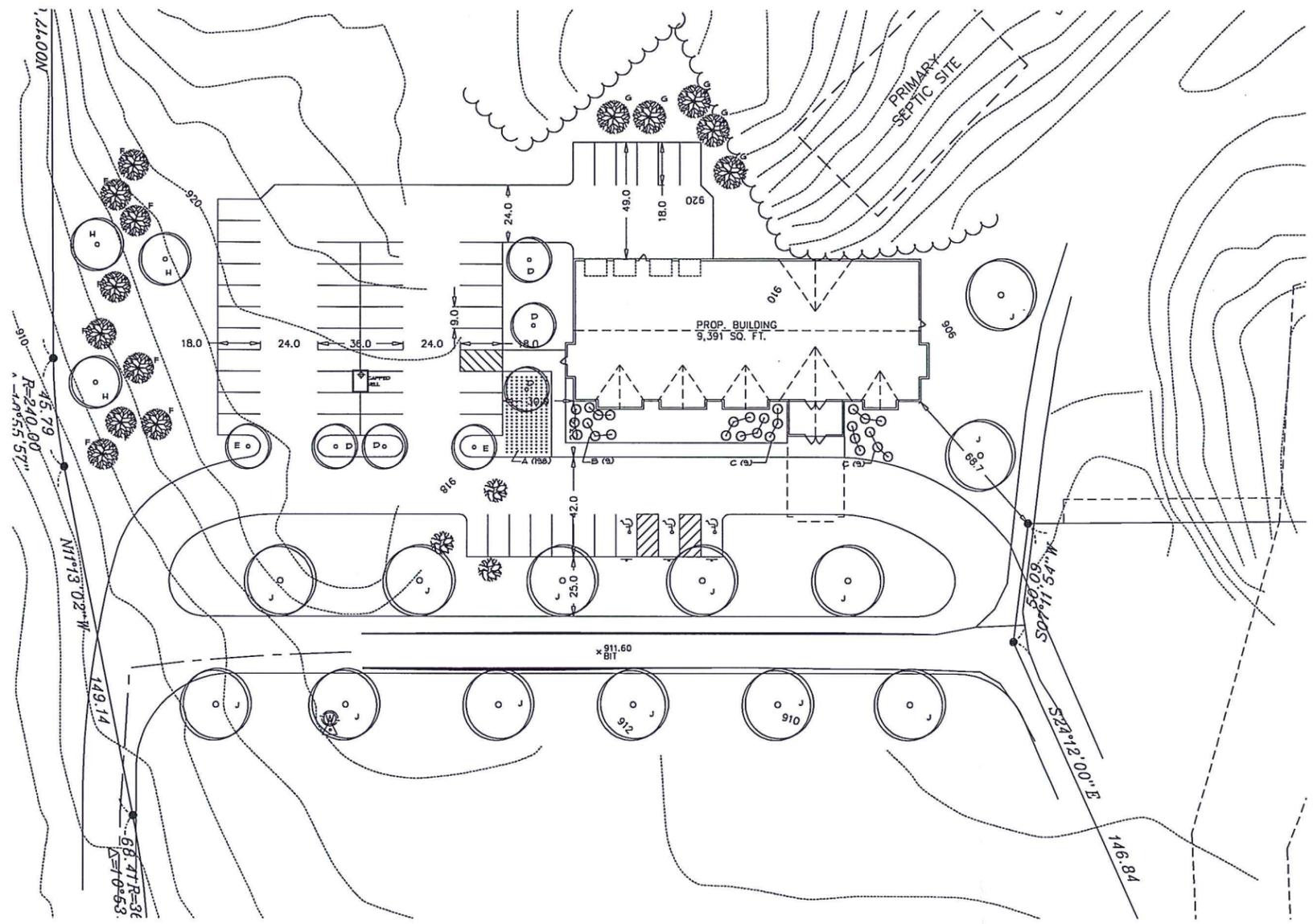
PI ENGR  
 6776 LA SUITE 1 LINO LA  
 PHONE FAX: (62)

LANDSCAPE SCHEDULE				
CODE	PLANT MATERIAL (BOT.)	COMMON NAME	SIZE	QTY
A	SEDUM SPURIUM	DAZZLEBERRY	1 GAL	198
B	SPIREA JAPONICA	LITTLE PRINCESS	5 GAL	9
C	SPIREA JAPONICA	GOLD MOUND	5 GAL	18
D	MALUS "SNOW DRIFT"	FLOWERING CRAB	B4B	4
E	MALUS "PRAIRIE FIRE"	FLOWERING CRAB	B4B	3
F	PICEA PUNGENS	FAT ALBERT BLUE SPRUCE	1'-8"	9
G	PICEA ABIES	NORWAY SPRUCE	5'-6"	5
H	QUERCUS ELLIPSOIDALIS	NO. PIN OAK	B4B	3
J	ACER RUBRUM	AUTUMN FLAME RED MAPLE	B4B	13



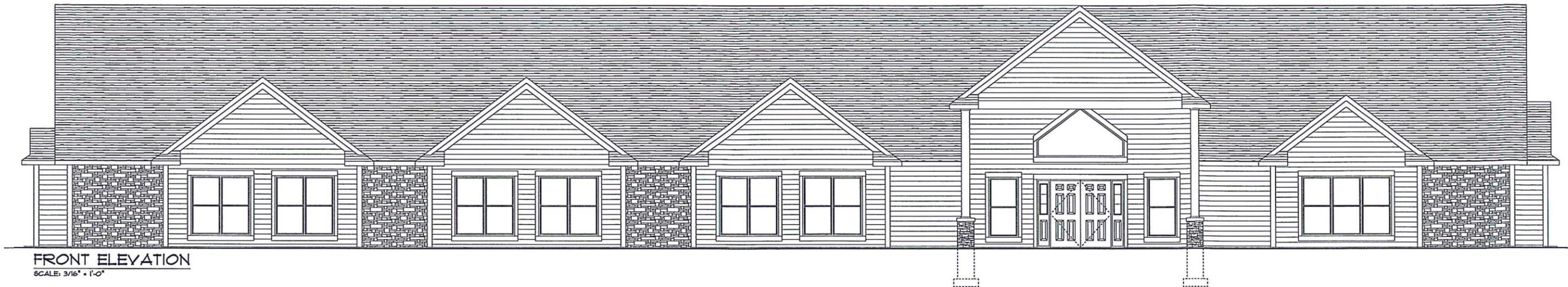
**GENERAL NOTES:**

1. PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR - ONE TIME REPLACEMENT.
2. OWNER SHALL ACCEPT MAINTENANCE RESPONSIBILITIES FOR ALL PLANT MATERIAL UPON OCCUPANCY OF THE PREMISES.
3. LANDSCAPE CR. SHALL DESIGN & INSTALL A COMPLETE IRRIGATION SYSTEM COVERING ALL LAWN, SHRUBBERY & PLANTING BED AREAS.
4. ALL PLANTING BEDS FOR SHRUBBERY SHALL BE BORDERED W/ "MINNESOTA VALLEY" POLYVINYL GRASS EDGING - BLACK IN COLOR & STAKED - IN PLACE @ 4'-0" INTERVALS. ALL BEDS SHALL RECEIVE A MIN. 4" DECORATIVE MUGH WITH 6MIL BLACK POLY WEED MAT.

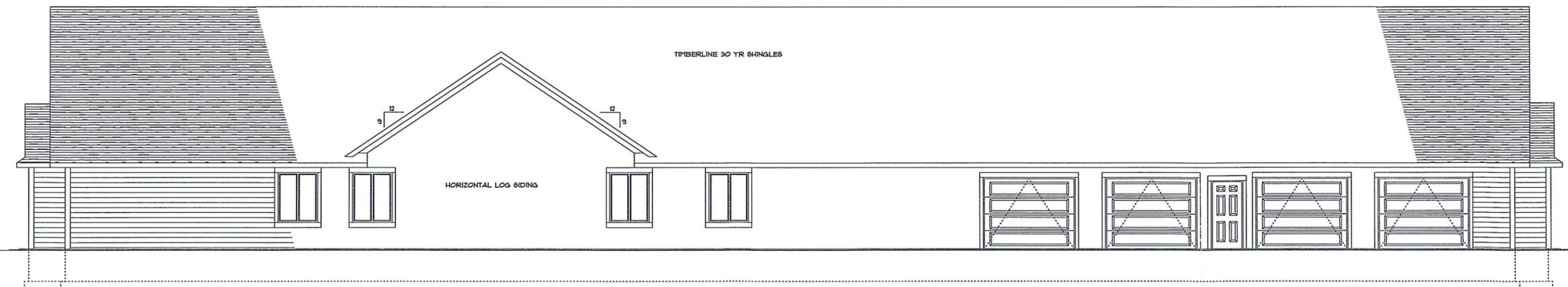


**LANDSCAPE PLAN**  
SCALE: 1" = 30'

17



**FRONT ELEVATION**  
SCALE: 3/16" = 1'-0"

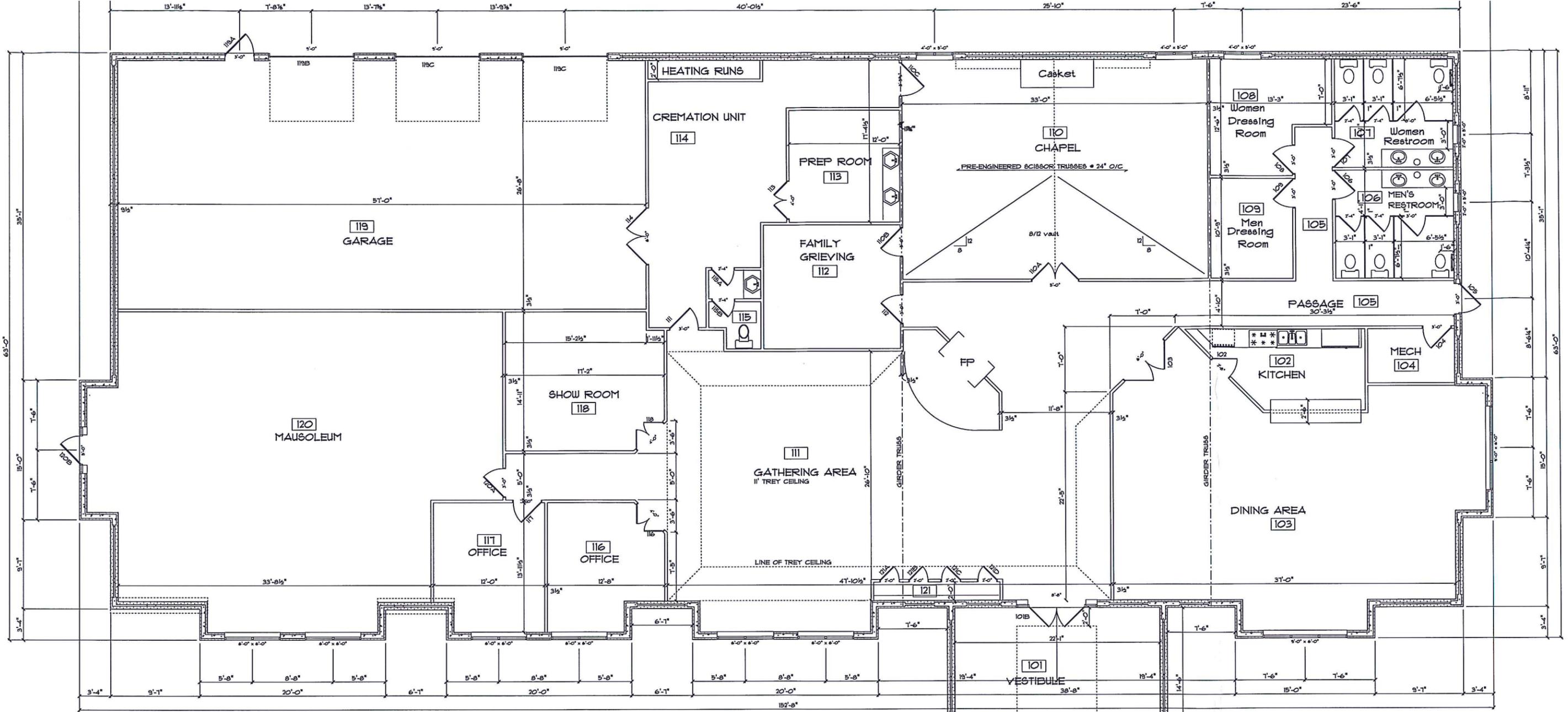


**REAR ELEVATION**  
SCALE: 3/16" = 1'-0"

TOP OF VICE FORM  
8'-5"  
TOP OF SLAB  
5'-5"  
TOP OF FOOTING  
W/S FOOTING

RECEIVED  
MAY - 2 2014

'G'



**MAIN FLOOR PLAN**

SCALE: 3/16" = 1'-0"

**AREAS:**

1475 SQFT FINISHED AREA  
 1581 SQFT GARAGE  
 343 SQFT VESTIBULE  
 9405 SQFT TOTAL

1. ALL CONTRACTORS BIDDING THIS PROJECT SHALL VISIT THE SITE TO REVIEW CONDITIONS WHICH MAY EFFECT THE WORK OF THEIR TRADE.
2. ALL SIGNAGE SHALL BE FURNISHED AND ARRANGED FOR BY THE OWNER.
3. DIMENSIONS ARE FROM STRUCTURAL FACE OF CONCRETE BLOCK, METAL OR WOOD STUDS, BRICK OR CONCRETE UNLESS NOTED OTHERWISE.
4. F I I FIRE EXTINGUISHERS AS SHOWN - VERIFY TYPE, SIZE & LOCATION WITH THE LOCAL FIRE MARSHAL.
5. SEE PROJECT MANUAL FOR P.M./DETAILS, ABBREVIATIONS, MATERIAL INDICATIONS AND REFERENCE SYMBOLS.
6. ALL ENTRY SYSTEMS, TOILET ROOMS, ETC, SHALL COMPLY WITH THE STATE OF MINNESOTA AND FEDERAL "ADA" REQ'S.

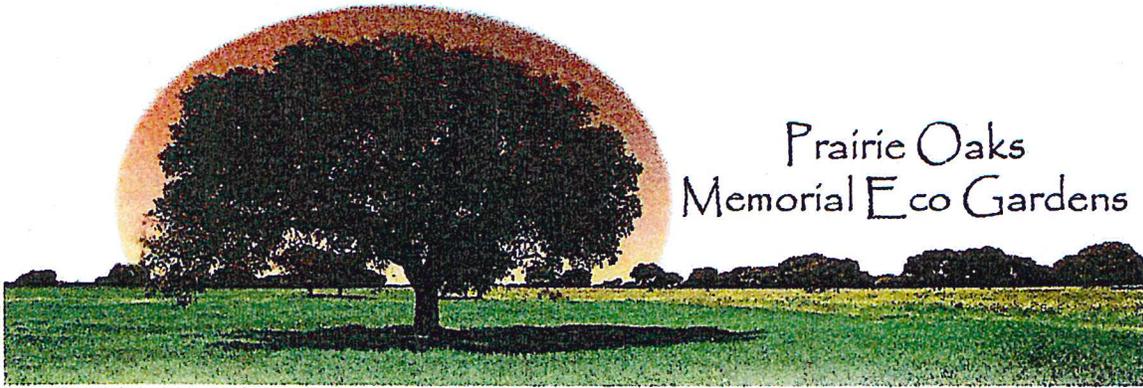
7. VERIFY ALL COLORS, FINISHES AND MATERIAL SELECTIONS WITH THE OWNER PRIOR TO ORDERING SAME.
8. ALL EXTERIOR WALLS SHALL BE CONSTRUCTED OF 2x STUDS W/ 5/8" TYPE "X" GYPSUM WALL BOARD ON EACH SIDE TO ENSURE 1 HOUR FIRE CONSTRUCTION WHERE REQUIRED. INSULATE WALLS WITH COMPRESSION FIT FIBERGLASS BATT INSULATION FOR SOUND.
9. PROVIDE WATER RESISTANT GYPSUM WALL BOARD OR DURA ROCK BEHIND AND ADJACENT TO ALL PLUMBING WALLS, FIXTURES ETC. AND AT ALL FINISHED SKYLIGHT LOCATIONS.
10. F I I - 4'-0" x 4'-0" x 3/4" PHONE SERVICE BOARD IN THE EQUIPMENT ROOM OR WHERE INDICATED ON THE PLAN.
11. ALL HEATING/VENTILATION, PLUMBING, FIRE SPRINKLER AND ELECTRICAL WORK SHALL BE DRAWN, DETAILED, CALCULATED AND CERTIFIED AS REQUIRED FOR SUBMITTAL TO LOCAL AND STATE AGENCIES HAVING JURISDICTION OVER THE WORK. EACH SUCCESSFUL M/P/E BIDDER SHALL PROVIDE THE REQUIRED ENGINEERING SUBMITTALS PRIOR TO PERFORMANCE OF HIS/HER WORK.
12. ALL EXTERIOR DOORS TO BE INSULATED, WEATHERSTRIPPED AND PROVIDED WITH CONTINUOUS ALUMINUM THRESHOLDS.
13. INSULATE ALL TOILET ROOM WALLS AND ABOVE CEILINGS AS REQ'D W/ FULL THICK FIBERGLASS BATT INSULATION FOR SOUND.
14. OCCUPANCY LOAD: 144 PERSONS

Minimum Clearance 13'6"

CAR PORT  
100



H



## What is a green burial?

Simple and natural. Green burial, or natural burial, ensure the burial site remains as natural as possible in all respects. Interment of the bodies is done in a bio-degradable casket, shroud, or a favorite blanket. No embalming fluid, no metal caskets and no concrete vaults.

## Why have a green burial?

It is clear that nature has intended that our bodies be reunited with the earth. All organisms that have lived have died and returned to the soil...only to be recycled into new life. Constant microbial activity in the soil breaks everything down. Nature creates no waste. Everything is recycled.

In keeping with your personal values, a natural burial site for you, family, even pets, promotes growth of native trees, shrubs and wildflowers, in turn bringing birds and other wildlife to the area. Water is not wasted, nor are pesticides and herbicides used in attempts to control nature. Instead, a green cemetery allows nature take its course. Planting native trees, shrubs and indigenous wild flowers in your loved one's honor promotes habitat restoration. To encourage land preservation, a green cemetery grants a conservation easement for the burial site.

## Burial vs Cremation

A green burial is a cremation alternative, and a viable alternative to "traditional" burial practices in the United States. It is an earth friendly option when considering burial. Many families choose cremation because it's seen as more environmentally friendly than traditional burial. Embalming, expensive sealed caskets and burial vaults are not required by law. Though traditional memorial parks may require them, a green cemetery or memorial nature preserve does not. The simplicity of a green burial is in tune with nature and need not be expensive.

Until recently, interment in an environmentally friendly burial ground was not an option. Now we can consider and encourage a natural burial, helping to preserve open spaces throughout the United States. This will increasingly become a preferred alternative.

Choosing a green burial now relieves your loved ones of the distress that comes in having to make difficult, and often costly, decisions after your passing. Involve your friends and family now, so difficult decisions do not need to be made in a time of grief.

# Minnesota's First Green Cemetery

Prairie Oaks Memorial Eco Gardens is located south of Minneapolis and southwest of St. Paul in Inver Grove Heights between Hwy 55 and Hwy 149 on Argenta Trail. It sits on a knoll that offers a view of Minneapolis skyline and is only a short drive from anywhere in the metro area. Prairie Oaks stands as one of the few remaining green spaces in the burgeoning suburbs. It is surrounded by grasslands and an oak savannah that support many species of wildlife.

## Make History. Make a Difference

Make an environmental legacy at Prairie Oaks Memorial Eco Gardens, Minnesota's first Green cemetery! Prairie Oaks, as a land restoration project, will provide habitat for wildlife, a more diverse ecosystem and more meaningful burial option for people who want to leave an environmental legacy. Green cemeteries do not allow toxic embalming fluids, metal caskets, concrete vaults or standing grave markers. Green cemeteries are green spaces. They look like parks. Prairie Oaks will be planted with a variety of trees, native grasses and wildflowers which will be nourished by the graves of outdoor enthusiasts, environmentalists and folks who just think green burial makes sense.

## A Greener Way To Go

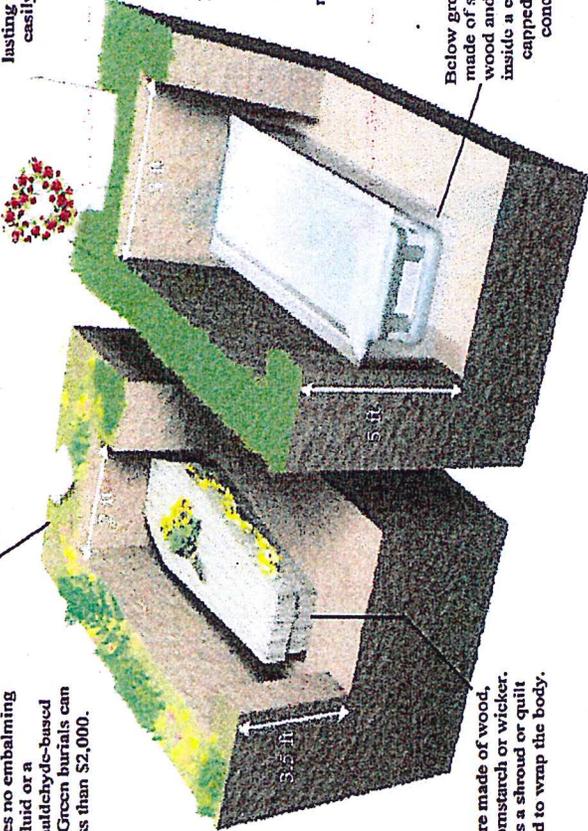
**Natural Burial**  
The natural, or green, burial method starts with the body preparation, which uses no embalming fluid or a nonformaldehyde-based formula. Green burials can cost less than \$2,000.

A green grave site is a natural setting, more closely resembling a prairie.

**Standard Burial**  
Burials use formaldehyde embalming and long-lasting caskets. They can easily cost \$10,000-\$15,000.

A standard grave site, often landscaped and well-maintained, features large headstone made of granite or flat bronze. Fertilizer and pesticides are used on the grass, and toxins are released into the air by ongoing maintenance.

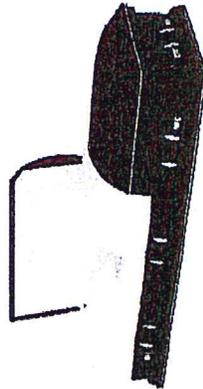
Below ground, a casket made of steel, finished wood and copper rests inside a concrete vault capped by a thick concrete lid.



Caskets are made of wood, bamboo, cornstarch or wicker. Sometimes a shroud or quilt may be used to wrap the body.

## Traditional Burial

Traditional burial puts 827,000 gallons of embalming fluid, 30 million board feet of tropical rainforest wood, 90,000 tons of steel for caskets and 14,000 tons of steel for vaults, 2,700 tons of copper and bronze and 1.6 million tons of concrete in the earth yearly.



## Green Burial

- No embalming
- Biodegradable casket
- Simple pine box or urn
- No treated metals or concrete
- Natural stone or tree markers



A

**Heather Botten**

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**Subject:** FW: Proposed Crematory and Cemetery on Argenta Trail

Begin forwarded message:

**From:** "Jansen, David E." <[djansen@asap.net](mailto:djansen@asap.net)>  
**Date:** April 28, 2014 at 6:17:34 PM CDT  
**To:** "[gtourville@ci.inver-grove-heights.mn.us](mailto:gtourville@ci.inver-grove-heights.mn.us)" <[gtourville@ci.inver-grove-heights.mn.us](mailto:gtourville@ci.inver-grove-heights.mn.us)>  
**Cc:** "[tbartholomew@invergroveheights.org](mailto:tbartholomew@invergroveheights.org)" <[tbartholomew@invergroveheights.org](mailto:tbartholomew@invergroveheights.org)>, "[rpiekarskikrech@ci.inver-grove-heights.mn.us](mailto:rpiekarskikrech@ci.inver-grove-heights.mn.us)" <[rpiekarskikrech@ci.inver-grove-heights.mn.us](mailto:rpiekarskikrech@ci.inver-grove-heights.mn.us)>, "[jmueller@invergroveheights.org](mailto:jmueller@invergroveheights.org)" <[jmueller@invergroveheights.org](mailto:jmueller@invergroveheights.org)>, "[dmadden@ci.inver-grove-heights.mn.us](mailto:dmadden@ci.inver-grove-heights.mn.us)" <[dmadden@ci.inver-grove-heights.mn.us](mailto:dmadden@ci.inver-grove-heights.mn.us)>  
**Subject:** **Proposed Crematory and Cemetery on Argenta Trail**

Dear Mayor Tourville and Members of the City Council:

I am writing you ahead of the planning commission meeting on 5/6 and the council meeting on 5/12 regarding a proposed Crematory, Funeral Home and Cemetery on Argenta Trail.

I am opposed to this project for many reasons. I live at 7985 Argenta Trail which obviously makes me biased since the development is literally in my front yard. I believe however, there has not been a fair evaluation of the project in terms of impact to the surrounding community.

1. If one looks at the 2030 city plan for the area, the project would be surrounded almost entirely by residential development. I understand the land is currently zoned for institutional public use. If the zoning can be changed to commercial for this development why can't the city look at re-zoning as residential for future development. The planning commission seems more concerned with finding a use for the land than guiding the proper development of the area.
2. No one has done any research from what I can tell regarding traffic and parking around the facility. I am sure you all have been in or stuck behind a 50 car funeral procession. When I asked the planning department about this it was clear they are making assumptions about the site. The developer may say the don't expect traffic because of the type of development but before recommending rezoning these questions should have been asked.
3. I have concerns about the potential health risks of the crematory. I understand this is a state matter but at the same time there is no reason to put a business like this in the middle of residential homes. High levels of mercury being the primary issue. Why the overall concept of a "green" burial sounds attractive the gas used to fire the furnace and the remains placed in the ground will leave a lasting

impact on the area.

4. No thought seems to have been given in terms of property devaluation. This type of installation will detract many home buyers from considering to purchase in the area. In addition it will further stunt residential development. This development will not blend into the area, it will stick out with billowing smoke and increased traffic.

I have contacted my neighbors and plan on attending both meetings. I just want the council to know there are people in the area that oppose this planned change in zoning.

Thank you for your time regarding this matter.

Sincerely

David Jansen  
7985 Argenta Trl  
Inver Grove Heights  
952-212-8491

## Heather Botten

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**From:** Todd Kimmes [toddk@flagshiptech.com]  
**Sent:** Monday, May 05, 2014 2:33 PM  
**To:** Heather Botten  
**Subject:** Case No. 14-11PUD

Heather,

I am a partner in Argenta Properties, owners of 7925/7 Argenta.

Sorry we were not able to connect. I am going to be out of town on business and unable to attend Tuesday evenings meeting. Some concerns my partners and I have regarding the Crematorium.

- 1) Where will they be doing cremation? The building on the site looks quite small is this also going to house the Mortuary? Very few details are given here.
- 2) According to the website they are planning Eco Friendly burials. Who has agreed this is eco-friendly and are there any studies done to prevent any type of contamination? There are many wells in the area and that would be a concern.
- 3) What kind of traffic would this create? Are there proper turn lanes and access to the grounds?
- 4) I am assuming there is no city water and sewer, is that an issue? Is there high demand for water for this process?
- 5) There should be a detailed site plan that is submitted so that adjoining properties, including ours are able to see how this will affect our views and future development.
- 6) Where do they plan to bury these people? Hopefully nowhere near our property and I would assume everyone at the meeting would agree with this. There should be some type of restrictions to distance from property boundaries.
- 7) They should be required to put up a dense tall Arborvitae or Spruce Barrier to block our property and others view to the grounds If they do receive approval.

This is a fairly densely populated area seems surprising that the city would want this type of development at this location.

Thank you,  
Todd

### **Todd Kimmes**

AIM: toddkfti  
toddk@flagshiptech.com



3939 County Road 116 t: 763.516.1301  
Hamel, Minnesota 55340 f: 763.516.1370  
(800) 416.8900 c: 612.816.7515

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May 6, 2014

City of Inver Grove Heights  
Planning Commission

RE: Case No. 14-1 PUD  
8225 Argenta Trail  
Rezoning/Zoning Code Amendment

To Members of the Planning Commission,

I regret I cannot be in attendance at the meeting scheduled for tonight. However, I do wish to voice my opposition on this proposed use of land and rezoning.

I do not feel this would be the best choice environmentally for this property due to the fact that the surrounding properties are serviced by private wells. Air quality issues are also a concern. An operation such as this would be best located in a non-residential, non-agricultural area.

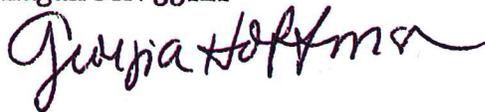
In Mr. Weber's letter dated 3/21/14 (included with the 4/30/14 planning report information), although I appreciate his idea of a sustained wildlife area and park-like setting, I don't really think that anyone would jump at the chance to have a picnic at a crematorium.

The property is located almost across the street from the YMCA. I'm no expert, but I would imagine there is some type of air particulate when cremation occurs. I know I personally don't want anything floating in the air and landing on my property, nor do I relish the fact, that however careful they might be, that there be chance for contamination of the existing homeowner's wells. This is still an agricultural area as those of us in South Delaware Estates have 5-acre lots with well/septic systems. Neighbors of ours do plant gardens and have animals that would be affected by both air and water quality issues.

I am urging you to deny this application.

Respectfully,

Georgia Hoffman  
500 Rolling Hills Circle  
(7795 Argenta Trail)  
Eagan MN 55121



## Heather Botten

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**From:** Steve Doyle [sdoylecpa@gmail.com]  
**Sent:** Monday, May 05, 2014 9:53 AM  
**To:** Heather Botten  
**Cc:** George Tourville; Jim Mueller; Dennis Madden; Rosemary Piekarski-Krech  
**Subject:** Proposed Crematorium/cemetery rezoning

Dear Mayor and City Council Members:

My name is Steven A. Doyle. I and my spouse Patricia live at 1565 82nd Street West in Inver Grove Heights.

Our property is directly across Argenta Trail (east) from the proposed rezoning parcel.

We are unable to attend the Planning Committee meeting May 6, 2014 because we will be out of town.

We are **ADAMANTLY AGAINST THE APPROVAL OF A CREMATORIUM.**

One of our many major concerns is the health of the many children dwelling within the Emerald Hills development in close proximity.

Please don't allow this rezoning.

Sincerely,

Steven A. Doyle

To the Inver Grove Heights Planning Commission

From Linda Dehrer-Wendt and John Wendt

May 5, 2014

Re: Proposed Rezoning and Variance for Crematorium

Dear members of the Commission,

**We strongly object to the Proposed Rezoning and Variance for the Crematorium!**

We are than a mile away from the proposed area (8804 Argenta) and did not receive a written notice from the City.

But here are basic facts.

Crematoria belong in an area currently zoned for industrial – **Not** an area to be rezoned industrial

This rezoning is **not** part of the comprehensive plan. This would frustrate the fundamental purpose of municipal zoning, namely the separation of incompatible uses of land.

Placing a crematory in this area creates two incompatibilities with residential land usage. First, to some, the notion of residing near a cremation facility is an unpleasant one. Important as such facilities may be, they simply are distasteful to some homeowners and, when one is constructed nearby, these homeowners experience a substantial impairment in the enjoyment of their property. It goes without saying that this reaction to crematoria, even if it is a purely emotional, perhaps irrational one, also may make it more difficult for a homeowner to sell his or her home.

Second, the proposed crematory construction would introduce an incompatible land use by inserting a long-term source of potentially dangerous toxins into a residential area. Homeowners in such an area maintain the reasonable expectation that their city government will establish and preserve zoning rules that keep the air that they and their children breathe as clean as possible.

We have done our best to evaluate fairly the available research on release of dioxins, fine particulate matter and vaporized mercury. We find a great deal of uncertainty in the available information about dioxins and fine particulate matter. In particular, we have been disappointed by the absence of specific information on these issues in the crematory manufacturer's test data.

We do know, however, that crematories emit vaporized mercury, and we know that the existing studies of those emissions have not established the safety or danger of those emissions for humans nearby. We believe that knowingly placing a source of vaporized mercury in a residential neighborhood is an imprudent and inadvisable risk, and several members of the medical community agree with that assessment.

Where the safety of the proposed facility is concerned, we believe we also would agree that there is a disappointing lack of clear data on the concentration of vaporized mercury and other toxins in the air in the vicinity of an operating crematory. We know that the Minnesota legislature has not yet placed limits on crematory emissions but they are in the process of doing so. However, we reach a critically important point of disagreement when we ask ourselves how we should respond to this lack of authoritative guidance. The petitioner may contend that a lack of absolute proof of a danger together with the absence of governmental regulation provides sufficient assurance that the emissions from their crematory would pose no health risk at all to the community.

In contrast, it is our position that it is highly imprudent knowingly to permit the introduction into our neighborhoods of a long-term source of vaporized mercury. Given the nature of this toxin, it is imprudent to do so even if the amount is small, but most industrialized countries have imposed strict limits on crematory mercury emissions precisely because they have concluded that the amounts are substantial from a human health perspective. Regrettably, one can take little comfort from the absence of U.S. federal regulation or state regulation. Clearer guidelines do exist for dioxin and PM2.5 emissions.

What does it do to the water table? What about all the homes with private wells in the area? There are just too many issues and too many dangers!!

In September last year, Scott Thomas who owns a crematorium in Houston said, "I'm going to be honest with you...If I wasn't in the business, looking from the outside in, I probably wouldn't want my house to be next door to a crematorium."

Substantial number of cities have faced this issue and denied the requests. Is Inver Grove Heights accepting everything? Are we the City that doesn't say no?

The City just adopted a new Mission Statement saying. "The Mission of the City of Inver Grove Heights is to provide services and facilities that enhance the quality of life in our vibrant community."

Are these just words, or do you mean it?

Sincerely,

Linda Dehrer-Wendt and John Wendt

## Heather Botten

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**From:** tebbitt@comcast.net  
**Sent:** Monday, May 05, 2014 7:57 PM  
**To:** Heather Botten  
**Subject:** Fwd: Proposed Crematorium and Funeral home on Argenta Trail  
**Attachments:** Excerpts Taken from the site https (grinnel).doc; coughin coffins.pdf

Good Evening Heather, **Please confirm the receipt of this email so I know you received it.** I understand after reading the public hearing notice that the email below and attached information should have also gone to you in addition to the City Council members. We plan on attending the meeting Tuesday night, but wanted you to have this ahead of the meeting so you know our opposition.

Thank you.

Cindy and Mike Tebbitt

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**From:** tebbitt@comcast.net  
**To:** gtourville@ci.inver-grove-heights.mn.us  
**Cc:** tbartholomew@invergroveheights.org, rpiekarskikrech@ci.inver-grove-heights.mn.us, jmueller@invergroveheights.org, dmadden@ci.inver-grove-heights.mn.us  
**Sent:** Sunday, May 4, 2014 8:17:41 PM  
**Subject:** Proposed Crematorium and Funeral home on Argenta Trail

To Mayor Tourville and all Members of the City Council: (Please confirm the receipt of this email for record, thank you.)

RE: Proposed Crematory and Funeral Home project on property at 8225 Argenta Trail

To: Mayor Tourville and all City Council Members:

I am writing this email to communicate our strong opposition to the project referenced above for many of the same reasons that were given by Mr. David E. Jansen in his email dated April 28, 2014 to the City Council. We respectfully request that the City not approve the rezoning request and other requests on the agenda by the property owner including the building of the project. We find it interesting that if you visit the business website for the 8225 property owners doing business as "Prairie Oaks Memorial Eco Gardens", you will find that the documentation on that website that relates to the funeral home and crematory building reads "coming soon", as though it has already been decided. We, however, along with other surrounding property owners hope to have a loud voice in this matter.

My husband and I reside at 7920 Alberta Way and own 4.98 acres (since 2001), which is just across the road from the property at 8225. We are very concerned about the proposed project that was posted to the City's website regarding the crematory and funeral home on that property. While the idea of being green and having an open space on the property may sound inviting and we all like open spaces, the reality of the final project and its ramifications are quite the opposite and extremely upsetting to us. This is not the land use that was intended

for that property and we would never have purchased our property knowing the zoning could change and allow this project.

We invested in our land and moved to Inver Grove Heights in 2001 to get away from the congestion and toxins of living right in the heart of an industrial area of the City. We desired a larger plot of land, cleaner air and no commercial business sites close to our home. We seriously object to having this crematory and funeral home in the residential neighborhood that we live in. It is unfortunate that the City law does not require the City to notify surrounding property owners about zoning changes and public hearings on those matters that directly affect us.

As property owners just across the road from the proposed property, we were shocked to find out that a neighboring property owner could propose building a 9400 Square foot building (along with 63 proposed total future parking spaces, which is more than the city zoning code currently allows) which will include a crematorium and funeral home on their property without the City being required to notify neighbors because our property isn't close enough. There is something wrong with this scenario, as our land and home along with our neighbors are close enough to be subjected to the smoke, ash, toxins, health risks, property devaluation, traffic and street wear from the proposed project. We are very concerned, along with our neighbors about the health risks from crematory smoke and ash traveling to our property and coming in our open windows along with toxins traveling into our soil and vegetable gardens that we take pride in working in every summer.

Our concerns for the toxins and ash falling into the soil, soaking in with the rain and traveling by air, makes us uncomfortable with growing any type of vegetation much less taking walks with our children and grandchildren. You should know that the winds out in this area are so strong that our windows screech at times, our flag pole has toppled over from the force of it and our heavy trash receptacles have traveled to our neighbors' yards. This experience tells us that those same winds will carry that smoke and ash a far distance, pushing it in all areas of the neighborhood as the wind changes direction. The traffic is already very busy on Argenta Trail from the UPS business located south of us that connects to Dodd Road, so adding additional public vehicles, especially in groups traveling to the funeral home to attend a service at a specific time or vehicles traveling on the road all at the same time for a funeral procession, will certainly create traffic issues and difficulties for property owners on Argenta Trail. This could ultimately delay us from departing timely from our homes, as there is no other road to exit from our circle since we are located on a dead end street.

Allowing this project to go forward will certainly devalue the properties in our neighborhood once people find out about these negatives issues, as they most certainly will react as we are reacting. It is human nature to not want to live close to a facility that burns human remains no matter how beautiful or serene the property may appear to the public.

There is also a huge concern for the mercury that would be emitted into the air. Additionally, everything used in the cremation process and the objects that have been medically inserted or glued in the bodies such as metal or plastic devices and even the caskets (even though they may be untreated natural wood) that may be burned with the bodies are a concern, as many people may not think of these things being included in the burning. We understand that pacemakers have been known to explode and be a danger to the crematorium so they are

removed but we understand that other items that may be a danger to emissions are not. Just knowing that human remains and ash will be emitted into the air and soil around our homes is enough for us to be concerned and horrified. We often get area dust in our homes from so much wind in our area. How will we feel when we touch and clean that dust now? This is an emotional topic for us.

After a few years of people feeling the effects of those emissions, what then? What will the City do if people start getting ill or have respiratory issues? There will be no proof so it may be ignored and blamed on other things. We understand that the City will defer to the state regulations on this topic because they do not currently have regulations for crematoriums.

Due to funeral costs and land space, cremation is becoming more popular so we can only look forward to more cremations. How can we know how much more smoke and toxins will be created as a result? As the cremations increase in numbers, it is only logical that there will be no immediate studies of those effects from the increased numbers of cremations for years to come, so it is unknown what the affect will be. We don't want to be the experiment. Some of us in our area already have health problems which include asthma, migraines and sensitivities to air pollutants, smells and chemicals. What quality of life do you expect us to live? Would you want this happening on your neighboring land where you live?

I am attaching some excerpts from a website that contains some information from a group of citizens who had this issue at hand, and as a team in 2009, did some research on the effects of crematories in residential areas. Two of the quotes from that research on mercury dangers are from the United States Environmental Protection Agency and United States Centers for Disease Control. These opinions are taken from a document a few years back but the article on this subject that Mr. Jansen provided is from 2013. There are many other articles and websites from the internet that support our concerns for not having it in a residential area.

Also attached is an article titled: "Coughin' from Coffins, the potential hazards of crematorium emissions", written by a university student in 2013 regarding this topic.

The decision in your hands is a moral decision that the City will make on behalf of the residents. We, like other property owners in this neighborhood, feel that it is outrageous for the City to force this rezoning on residents who pay taxes for clean air, clean soil and protection from health risks while living in the great City of Inver Grove Heights. Why should one new property owner be allowed to force their wishes to build a business and make a profit with some unknown health risks and negative impacts on all the other property owners? We understand that the owner may not reside in that space like the rest of us, so the owner would not be subject to the issues that we as residential owners will be subject to. Will they keep the home that is built on the land and live in it? The business would most likely stay on that property as a business (and possible grow larger) for many years to come.

My husband and I speak for ourselves but we would also like to speak for others in our neighborhood who may feel as strongly as we do but cannot attend the meeting. More importantly, we would like to speak for those who may have wanted to attend but were unaware of the meeting or the proposed project. We also speak for our children, to whom we plan on passing our land to someday. No one can know the long term effects of this. Please understand that this topic is very emotional for us, as we are concerned for our future health, property value and retirement.

*The City's Business Town Hall Meeting document that appears on the website dated April 16, 2014 contains a City values and mission statement that states that **"the Mission of the City is to provide services and facilities that enhance the quality of life in our vibrant community."***

Thank you for your consideration.

Respectfully submitted,

Michael and Cynthia Tebbitt

7920 Alberta Way

Inver Grove Heights 55077

[tebbitt@comast.net](mailto:tebbitt@comast.net)

651.681.9595

Attachment to letter to City Council dated May 4, 2014

Excerpts Taken from the site <https://sites.google.com/site/grinnellcremationresearch/>  
Conclusions of Grinnell community residents studying mercury emissions from crematoria  
Conclusions of the Grinnell neighborhood research team investigating health impacts of emissions  
Conclusions of Grinnell community residents studying mercury emissions from crematoria  
Principal authors: Rob & Nancy Clower (1312 Broad St., clower@iowatelecom.net), Doug Cutchins (1309 Broad St., doug.cutchins@gmail.com), Dave Ford (1116 Main St., david.ford.1973@gmail.com), Erik Simpson (916 10th Ave., simpsons@grinnell.edu), based on research by several other community members.

The Grinnell City Council Planning Committee passed Ordinance 1310 on a 3-0 vote (motion by McNaul, second by Wright). It later passed the City Council on first reading, 6-0.

January 16, 2009

Placing a crematory in an R-3 zone creates two incompatibilities with residential land usage. First, to some, the notion of residing near a cremation facility is an unpleasant one. Important as such facilities may be, they simply are distasteful to some homeowners and, when one is constructed nearby, these homeowners experience a substantial impairment in the enjoyment of their property. It goes without saying that this reaction to crematoria, even if it is a purely emotional, perhaps irrational one, also may make it more difficult for a homeowner to sell his or her home. Second, the proposed crematory construction would introduce an incompatible land use by inserting a long-term source of potentially dangerous toxins into a residential area. Homeowners in such an area maintain the reasonable expectation that their city government will establish and preserve zoning rules that keep the air that they and their children breathe as clean as possible.

**Will mercury be emitted from the proposed crematorium, and how much?**

Yes, mercury will be emitted. Crematoria are a significant source of elemental (metallic) mercury emissions. Although empirical data about these emissions remain scarce, most studies estimate that an average body cremated today releases two to three grams of mercury, most of which becomes airborne. Almost all of that mercury comes from silver amalgam tooth fillings. During the next few decades, mercury emissions from crematoria are expected to increase for two reasons: a greater number of people who die will have amalgam fillings, and a higher percentage will choose cremation.

**What are the health impacts of chronic, low-level exposure to vaporized mercury?**

Poisoning from inhaled metallic mercury can occur after a chronic, low-level exposure. Three cardinal signs of this type of exposure are excitability (erethism), tremors, and gingivitis. Vaporized metallic mercury also can cause toxic effects to the nervous system, kidneys, cardiovascular system, gastrointestinal system, lungs, muscle, liver, blood cell count, skin and eyes, fertility, and immune system. The human fetus and small children are more likely to concentrate mercury in the developing brain and kidneys. Adults are affected less, but likewise can be poisoned over the long term.

**"A crematorium should not be sited close to a neighborhood." -- Dr. Veerle Willaeyts, resident in community medicine, University of British Columbia**

**"Crematoria should not be located in residential neighborhoods." -- Dr. Perry Kendall, chief medical health officer for British Columbia**

**"We just don't believe it is a wise place to locate these things... From a public health perspective, we believe that crematoria and residential neighborhoods are conflicting land uses," -- Dan Ferguson, assistant director of health protection, Canadian Interior Health Ministry**

**"Elemental (metallic) mercury primarily causes health effects when it is breathed as a vapor where it can be absorbed through the lungs." -- United States Environmental Protection Agency, 2008**

**"[M]etallic mercury vapors are more harmful than other forms because more mercury in [this] form reaches the brain." -- United States Centers for Disease Control, 2005**

**Documentation**

While the research teams found many scientific and demographic studies that informed our conclusions, we felt that there were five documents that were particularly important to understand this issue:

The Public Health Impact of Crematoria (British Columbia, 2006)  
Summary of References on Mercury Emissions from Crematoria (Dane County, WI; 2007)  
An Overview of Mercury Toxicity (Massachusetts Department of Environmental Protection; 2008)  
"Put A Lid On Fumes From Cremation" (Vancouver Sun, 2006)  
Executive Summary of the "Roadmap For Mercury" (US Environmental Protection Agency, 2006)

Honorable Mention: Spring 2013 SCSU W-course Writing Contest

Author: Matt Sherman

Course: PCH 351-03W/04W Health in Society

Professor: Paul Drager

Term: Fall , 2012

## **Coughin' from Coffins**

*The potential hazards of crematorium emissions*

I always looked forward to field trips in high school. A field trip was a “Get out of Class Free” card. It didn’t matter where we went, all that mattered was that we did. I never expected, however, to be on the receiving end of a field trip. And by receiving end, I mean leader of the bunch – the Captain Kirk to their Starship Enterprise.

### ***Captain’s Log, stardate 2010:5***

Just fresh out of school I awaited the busload of high-school students at the doors to the local Funeral Home. It was an interesting experience, I assume on both ends. It’s not often your high school teacher decides to take you to a Funeral Home as a learning experience, and not often do Funeral Directors find themselves catering to a gaggle of teenagers on a class trip. That luxury is saved for museum curators.

I assisted one of the older Funeral Directors in showing the class around the home. They were introduced to our casket room, urn room, to our parlors, our chapel and of course our

crematorium. Not every Funeral Home has retorts built into the building. Many others make the trip to a nearby crematorium. We were fortunate enough, however, to have two retorts in the back of the facility.

On the introduction to this area I was presented with the usual array of questions. How hot does it get? Is there someone in there now? Can we look inside? But of course, there was one comment that stood out from the rest. Are the fumes dangerous? Well, I had never been asked that before and I sure hadn't studied it in school. I knew how to operate a retort, but I had never learned of the potential health hazards that could be associated with it. I looked for guidance from the more experienced Director. He replied with a simple – No.

### ***Lighting the Fire***

It's not exactly a secret: more people are choosing a direct cremation over burial. Cremation has become a widely accepted way of laying our loved ones to rest. Why is that? Well, with a relatively inexpensive cost, a direct cremation runs just a little over a grand, whereas a traditional funeral and burial could have you shelling out up to and over \$10,000. So it's no wonder cremation is on the rise. It's quick and done at a much more reasonable price, not only that, but it appears, to most consumers, to be much more eco-friendly than any other method of body disposal.

The disposal of human remains is a subject skirted by most people. Like a needle in the arm, most are looking to get it over with as quick as possible. It's something generally not dwelled upon and dreaded overall, because funerals are poignant. They force us to face an end we wish avertable. And when the inevitable comes for our family and friends, we hurry through

the process, pick the method, pick the urn, say our goodbyes and leave; because we can't bear to take it.

We leave the rest to our "man behind the curtain" – the Funeral Director. It's his job to take care of the rest, so that when we next walk into that home we find that extravagant urn – and only that. What happened? Who knows. Very few will stop to ask, most will just accept this at face, utter a word of thanks and leave. What's done is done.

But there's one thing not considered, are cremations really a *health-friendly* means of disposal? I later found that this question of concern was not so uncommon. In fact, it was something worried about by many residents and health officials alike. New neighbors voiced concerns over the operation of crematoriums nationwide, health officials moved for testing and regulation, even the crematorium operators themselves expressed their concern in the matter.

### ***Morgue to Think About***

So are crematorium emissions hazardous?

Before you can argue the dangers of a crematoriums output, you must first understand how one works. There are two ways to be cremated: the body is either put into a casket or into a cardboard box. Not many people realize this, but depending on their choice of funeral will regulate to which their family member will "experience." A direct cremation with no viewing will warrant a cardboard box, whereas the choice of casket for viewing and burning will dictate the opposite.

The retort is preheated to 1,400 degrees Fahrenheit and can reach up to 2,000 degrees during the process of cremation. The body and its chosen container are pushed into the retort, the door is shut and the remains are left for up to 3 hours, body weight depending.

You're not only cremating a body in these regards, but its container as well. So what happens when we cremate both body and container?

When a casket is burned it releases dioxin, hydrochloric acid, hydrofluoric acid, sulfur dioxide and carbon dioxide into the atmosphere.<sup>i</sup> To a lot of people, those are just a bunch of scary sounding words. Hydrochloric acid is a gimmie, but something like dioxin or even sulfur dioxide is quite over our heads. So put on your doctor's coats and your best I'm-listening faces because we're about to jump right into the not-so-wonderful world of disease.

When we burn a casket, as was stated in the previous paragraph, we are releasing (all together now) dioxin, hydrochloric acid, hydrofluoric acid, sulfur dioxide and carbon dioxide. So what? Sew buttons. Dioxin is a substance that has been linked to a variety of diseases few of which include: Hodgkin's disease, non-Hodgkin's lymphoma, soft-tissue sarcoma, leukemia, liver cancer, and porphyria cutanea tarda.<sup>ii</sup> Not only that, but it has also been proven to cause endocrine disruption, reproductive impairment, infertility, birth defects, lowered sperm counts, impaired neurological development, damage to the kidneys, and metabolic dysfunction.<sup>iii</sup>

Hydrochloric acid, as everyone knows, burns and in the air as a gas it does the same thing. However, the gas is most dangerous in highly concentrated amounts, in which cases it can burn the respiratory tract. Hydrofluoric acid is very similar as it too causes injury to the respiratory tract as well as pulmonary edema and ulcers in the trachea.

Next on the list is Sulfur dioxide. Alongside its friends Hydrochloric Acid and Hydrofluoric acid, Sulfur dioxide effects the respiratory tract as well. In a concentrated amount, Sulfur dioxide will impede the body's ability to receive oxygen and can ultimately kill the person.<sup>iv</sup>

Now, there's an obvious trend between all of these gases – and that is that they are all a brand of asphyxiants. Even carbon dioxide. Not only that, but most of these gases are both colourless and odorless making them all the more deadly.

So then, what does burning the body release?

It's no secret, we put a lot of stuff into our bodies. Medically speaking. Our society is one that has taken great strides in the field of science, medicine and over-priced makeovers. We don't tend to think anything of those enhancements, replacements, or embellishments when the heart stops. Pace makers, dental fillings, and implants all have additional effects on the emissions from those crematoriums. When a pace maker is burned, not only can it cause damage to the retort itself, but the plutonium and other chemical makeup is added into the toxic mix. Dental fillings contain Mercury and silicone implants can contain PVC, Methylene Chloride and other toxic chemicals.<sup>v</sup> Hey kids! Did you know that all of these substances can also cause respiratory distress?

So altogether between burning the casket and burning the body we've got one deadly cloud of gas. But is the overall output from those potential dangerous enough to actually cause harm to the public? When a crematorium is manufactured, it goes through many tests to assure the output is as little as possible and that emissions are not hazardous. But people still question the health benefits.

One study of expectant mothers displayed a 4% increase of stillbirths in pregnant women who reside in close proximity to crematoriums. It also displayed an increased 5% danger of anencephaly in infants.<sup>vi</sup> But even with this data, Health officials are having difficulty deciding just *how* dangerous those emissions are. With little evidence to support their opinions, they can only deem crematorium output as “potentially hazardous.”

Health officials are struggling to implement a variety of regulations on Crematoriums in an attempt to reduce the potential hazards. Though heavily involved in the branch of Funerals, the Federal Trade Commission holds no jurisdiction over the regulation of crematoriums. Most regulations fall on state and local law and state law is found to be generally lax. For now, most crematoriums are urged to be installed outside of residential areas.

### ***What's around the Coroner***

So where do we draw the line at care? Does it stop with the heart or does it continue long after? To preserve the dignity of life and death there has to be some boundaries. You can't expect to ban cremations altogether and force a person to pay out of pocket for something they or their loved one may not have wanted. You also cannot expect others in the area to live with the possible hazards emitted from those crematoriums.

Attempts have been made to instill some kind of regulations, however there's not much that can be done. Not at this point. The most reasonable of measures is asking a crematorium to be installed outside of residential areas. Though this does nothing for the hundreds of crematoriums already set up, it does help in regulation of the new ones. Another preventative measure to be taken is the installment of filters into the crematorium's themselves. This, however, poses one of the more expensive obstacles. Not every crematorium owner can afford

filters: installing filters, new filters, replacement filters and the works. The last and most grim of measures is the removal of the hazardous metals and devices from the body prior to cremation.

Astoundingly enough, some states are actually testing the thought of the removal of devices and metals with their local directors. However, it isn't the most popular of ideas. No Funeral Director wants to be attributed to the job of pulling teeth and pace makers from the deceased. Not to mention, the idea is such a drastic leap for the minute amount of toxins that even compose your average filling. And how much Mercury is that? Only about as much as 0.7 grams at its most. Overall, age depending, the average person can have up to 4.6 grams of mercury in filling their teeth, possibly even more.

So, is it *really* a necessity to pull teeth? And if yes, then how does one expect a Funeral Director to even explain this to a family in mourning? The last thing they want to hear is that you have to yank the teeth of their loved one just because it "might" be dangerous. Doesn't that cross some kind of line in what we expect from the care of our family and friends? It's a dangerous balance between morals.

Our own health though is something we must take into account. If a crematorium's emissions are proven to be something hazardous then certain actions need to be taken. Before those regulations or filters are installed into the system we need to do a proper study of the environment, if the emissions are enough to be dangerous or if the effects are from something different altogether. And if such questions are worried over, then why *aren't* there more studies done to prove or disprove those doubts? Crematorium emissions are essentially another form of air pollution, yet the cause is something skirted by most. Rather than investigate that released from such an establishment, most are concerned over what's released into the air by a local

factory. But who's to say it's not just as bad? The BM Journals article on the "Adverse Pregnancy Outcomes around Incinerators and Crematoriums in Cumbria" clearly dictates that it is. So why are there not more studies?

If these detrimental health effects are directly associated with the crematorium emissions then we have a right to look into a more healthy solution. It's a delicate balance. If we instill regulations forcing crematoriums to install filters in their retorts, we are imposing higher prices on not only their machinery but on ourselves. The cost of installation of filters along with their regular cleaning will cause our use of those crematoriums for funeral services to sky rocket alongside them. In the end, we may find earth burial to be more beneficial with all the strict laws, obligations and pricings put on top of everything.

So in the end, do we pick health over services or do we ignore what happens behind the curtain? We need to ask ourselves, are we doing the living a service? Or killing them with the dead?

## References

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**Brown, P. (n.d.). Ban on mercury cremation fumes is shelved | Environment | The Guardian . *The Guardian* . Retrieved November 9, 2012, from <http://www.guardian.co.uk/environment/2001/jul/07/uknews1>**

This article discusses the current issue regarding Mercury in crematorium emissions. Officials are debating how exactly they want to take on the task of regulating the crematoriums, noting that a few hundred of them would have to be closed due to their inability to adapt to new pollution controls. Currently they are at an impasse with what to do, but are still contemplating their choices of action.

**Crematoria. (n.d.). *Crematoria*. Retrieved November 9, 2012, from <http://www.ejnet.org/crematoria/>**

This short site dedicates itself to listing the different health hazards within crematorium emissions. It provides several links to outside sources, articles and research papers to support its claims. It covers health studies in relation to crematorium emissions, Mercury emissions, Dioxin emissions, ordinances and what it means to have a green burial.

**Dispelling Common Cremation Myths | Une Belle Vie Cremation Blog. (n.d.). *BelleVie*. Retrieved November 9, 2012, from <http://decorative-urns.com/cremation-blog/about-cremation/dispelling-common-cremation-myths/>**

This short website lists and discusses the common myths behind cremations: whether or not it's eco-friendly, supported by religion, strange and exotic and so on.

**Dixon, R. (n.d.). A guide to green burials, burials, and funerals | Environment | [guardian.co.uk](http://www.guardian.co.uk) . *Latest US news, world news, sport and comment from the Guardian***

| *guardiannews.com* | *The Guardian* . Retrieved November 9, 2012, from

<http://www.guardian.co.uk/environment/2007/apr/24/ethicalliving>

This researcher discusses in her article how exactly to make funerals and burials environmentally friendly. She tackles the issues of emissions and what exactly we can be burning. Despite the release of harmful substances she does go on to say that it is in fact possible to have a green cremation. However, she notes that it is much greener to choose a direct burial over cremations.

**Drummer, T. J., Dickinson, H. O., & Parker, L. (2003). Adverse pregnancy outcomes around incinerators and. *BM Journals* , 57, 456-461.**

**Fong, L. (n.d.). Why is cremation not considered a green burial option? - Curiosity.**

*Curiosity : Discovery Channel*. Retrieved November 11, 2012, from

<http://curiosity.discovery.com/question/cremation-considered-green-burial-option>

This short article discusses the possibilities of a green funeral. It takes a stance somewhere in the middle where the author is able to explain the benefits to a cremation as well as a traditional funeral and the relation each has to the health of the environment.

**Public Health impact of Crematoria. (n.d.). *Memorial Society of British Columbia*.**

Retrieved November 11, 2012, from

<http://www.memorialsocietybc.org/c/g/cremation-report.html>

Within the text of this website, the author lists the various health concerns with cremations. The author introduces us to the work of the crematorium operator and what is expected of them, then proceeds on to discuss what exactly is being released by the burning of bodies and caskets. Covered here are Dioxins, greenhouse gases, Mercury, and particle matter.

**Sun, T. V. (n.d.). Put a lid on fumes from cremation. *canada.com* | *Join the discussion*.**

Retrieved November 9, 2012, from

<http://www.canada.com/vancouver/news/story.html?id=633e7e08-f4ff-457d-bcd1-d8839b4649f5>

This news article explains what courses of action health officials are taking to combat crematorium emissions. It is here that officials discuss possible plans in having funeral directors remove the teeth of deceased peoples who have had fillings. An action done to prevent the mercury from those fillings to get into the air.

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# Statement from the Public Hearing:

David Jansen  
7985 Argenta Trail  
1 of 5

Thank you for letting me speak to you today.

My name is David Jansen and I **have** lived in Inver Grove Heights now for almost four years. I own the home and property at 7985 Argenta Trail, which is located immediately North and West of the property in question today. In addition, my only entry is off of Argenta Trail and my driveway runs on an easement adjacent to the subject property. Due to the unconventional plats in this area the property being discussed lies literally in my front yard.

I was aware when I purchased my home, of the small farm cemetery that lays just to the south of me and that the undeveloped land in question could someday be developed into a church or other public institution if approved by the city and community. At the time, the land in question was a farmer's field and a sign to the south, which still stands, advertised a church that never came to be.

When I opened the letter from the city just 10 days ago, I was stunned when I saw the developer's request for zoning changes. Never in my wildest dreams would I have thought that such a development would be proposed for this land or that the city would consider backing it. What has been proposed is a radical shift in the zoning that completely changes the intention of the Public Institutional Zone. The proposal seeks to allow **industrial** and commercial activities in a residential area.

I think it important to remove the marketing aspects of this development and look strictly at the business aspects of the request. First and foremost this is a business. It is not a church owned cemetery as was originally approved back in 1975. This is a for profit business seeking to add on adjunct services which traditionally were kept separate in the funeral industry. It is this separation that allowed cemeteries to exist next to homes and funeral homes to exist in commercial areas, and incineration facilities to be present in **industrial** areas. Regardless of the how the project is painted it is not a park it is a full scale commercial business that has eyes on the other undeveloped land around the current parcel. Careful attention must be paid to the initial requests of the developer so that city and community can assure the business fits with the 2030 plan for the area. If this is not done, any future residential development in the area will never materialize. In addition to the stunted growth, the land and home values in this neighborhood will decline. No one wants to move in next to an incinerator or to an area when there is heavy traffic throughout the week.

Obviously this past week I have had a lot of time to reflect on how this development will affect me and my neighbors. I moved out to Inver Grove Heights for space and moderate peace (between the frequent Delta flights). If we were talking about a traditional cemetery perhaps I would not be standing here today but we are not talking about a traditional cemetery; according to the developer they plan to construct "Minnesota's first green cemetery". Information provided by the developer as an attachment to the City Planning Report (dated April 30), provides little to no detail as to what is even being proposed. Many questions need to be answered by the city and the developer before this council should make any approvals. As the owner and occupant of the adjoining residential property, I have concerns about my environment, and my rights to use my land within current city ordinances.

1. The developer wishes to bury human remains in the non-standard fashion. Although it may be an ancient method it is certainly not the current standard or one allowed by all cities. The city has the obligation to question this method of burial and not to simply default to the state. Whatever the type of business I expect some type of environmental studies to be conducted to ensure my ground water, the air and land are not polluted; especially in light of the fact this apparently is the "first" such type of facility in our state.
2. The concept of commercial business encouraging the scattering of human remains in a residential area is unacceptable. The occasional dumping of ashes on a farmer's field or over a lake is one thing, but the concentrated dumping on a consistent basis should be prohibited outright by the city. Will the business provide the home owners permanent passes to the local car wash or spray down our landscaping to remove the residue?
3. There is rising concern in Europe, the United States and Minnesota regarding the safety of incinerating human remains. There are credible studies that show the mercury emissions from this activity are unacceptably high and in addition there has been proposed legislation in Minnesota to regulate the emissions and control where these type of industrial furnaces can be placed. Given the proximity of my home as well as numerous other single family residential homes, it seems prudent that the City not ignore this potential issue and at a minimum request a study be done to evaluate wind patterns and potential environmental impacts. It is not enough in this day and age to accept

industry norm on such a highly contentious health related issue. It is the city and communities right to question these types of developments and hold hearings and require studies. As a home owner must I keep my windows shut so that the smells, smoke and toxins don't enter my home?

4. It is clear the city and the developer do not currently see eye to eye on the traffic, parking and overall commercial impact of this project. What has been proposed is a development that puts intense use on the land and the surrounding roads. The first hint of this issue is the report comment about the number of parking spaces. The developer is clearly planning for a much larger use of the property than currently allowed for. There are 22 more parking spaces planned than allowed. This is a clear indication that this is a far cry from a peaceful cemetery. It will bring large scale funerals, perhaps multiple funerals at the same time. Along with the development will surely come traffic, noise, and excessive wear on roads and resources like water.
5. I understand that the owner of the land in question has the right to use his land as zoned. But at the same time those uses cannot infringe on our ability to enjoy and live peacefully. I believe many aspects on this development will infringe on those rights. There has been no discussion about setbacks, noise issues, privacy concerns, what screening will be put in place etc. Am I to wait to drive into my home until the funeral ceremony next to my driveway is done? Do I have to honk to move the crowd off my driveway? There is only a 2 foot separation between the land in question and my driveway. The developer should be required put up fencing or berms to maintain land separation. What I am to do when I am entertaining outside and there is a funeral in the woods in my front yard? Do I have to turn down the music or crank it up to avoid listening to the speeches? Who will police this park like setting they describe. What are the hours the "Park" will be open. These questions need to be addressed when placing a commercial development in a residential area. The city has an obligation to treat this development as what it is; a full scale commercial development, a full zoning change or at very least conditional uses of the zoning **not simply a mere text amendment.**

In summary, the developer and the planning department are recommending making major changes to the zoning code that would allow **much more intense uses** -- both the crematorium and the funeral facilities. Adding those items,

changes the whole nature of the zoning district. These are buildings in which (1) "industrial" type activities (incineration) and (2) "commercial" type activities (large gatherings of people) would be allowed to occur. This intensity should not be allowed next to a residential zone. This is much different than a peaceful eternal resting place like a cemetery.

The first question to ask is whether anyone believes a cemetery should automatically have the right to add a crematorium and funeral home without any conditions being placed on them, this is certainly not any other communities standard.

This request is improper and shouldn't be treated like an accessory use. Crematorium and funeral facilities are not properly an **accessory use** to a cemetery but rather, if they are to be allowed at all, they should only be a **conditional use** subject to a Conditional Use Permit application and hearing.

This is not a shed in someone's backyard. This is an incineration facility and a place that will generate significant traffic and activity. This is a wholesale change from a peaceful permanent use like a cemetery, which probably could belong next to houses. Therefore, I ask that you deny these rezoning requests. As a land use matter, these uses should not be allowed next to residential zones. If you're not prepared to deny this, then at bare minimum, I suggest that you need to send this back to the staff and have them work with the applicant on language that would only allow these uses only as "**conditional uses**" -- not mere **accessory uses**.

We simply don't have enough information about how this will impact our property and whether it is a compatible use. We need information on:

- traffic impact, particularly of multiple funerals
- environmental and health issues
- has the city reviewed applicable state health rules? Should the city consider imposing its own health standards?
- buffer zones to residential areas, including screening and signage
- drainage (any unique issues with a cemetery or "ash spreading area")
- How will this development impact future developments, how will the effect the area if the developer gains control of the surrounding parcels.

Again, at a minimum, you need to have the applicant analyze these things and make responses to them as conditions to any approval. Given the number of potential issues with environmental impact, the City should also consider ordering a completion of a discretionary Environmental Assessment Worksheet or EAW, which is designed to make sure these types of issues are properly evaluated and addressed when a project such as this is considered.

Thank you for your time.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**ANTHONY MICKELSON – Case No. 14-13V**

Meeting Date: May 12, 2014  
 Item Type: Regular  
 Contact: Heather Botten 651.450.2569  
 Prepared by: Heather Botten, Associate Planner  
 Reviewed by: Planning

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider a Resolution relating to a Variance to allow a six foot privacy fence within the corner front yard whereas 30 feet is the required setback for fences taller than 42 inches. This request is for property located at 7413 Cloman Way.

- Requires a 3/5<sup>th</sup>'s vote.
- 60-day deadline: May 23, 2014 (first 60-days)

**SUMMARY**

The applicant is requesting a 13 foot variance to allow a six foot fence to be located within the corner front yard. The zoning code requires any fence within a front yard to be no higher than 42 inches or setback 30 feet from the front property line. This requirement is in place to help with traffic visibility at corner intersections and to keep open views of front of houses for emergency vehicle access. Another reason would be aesthetics and visual appeal. In this instance, while the fence is on a "corner front" yard, it would encroach into the front yard of the residence to the west. That property would be required to meet the height and open design criteria, so this property should follow the same standards.

The fence is a typical accessory structure to a residential property, so it is consistent with the comprehensive plan and it does not impede any traffic visibility from the street corner or from the neighbor's driveway to the west. It is however, not a unique situation as this type of corner lot arrangement exists in many areas of the city. There is practical use of the property without the need for a fence variance. Staff finds that the request does not meet all of the standards to meet a "practical difficulty".

Planning Staff: Staff believes the applicant has not identified practical difficulties to comply with the ordinance. Based on the information provided staff recommends denial of the 13 foot setback variance with the findings listed in the attached resolution.

Planning Commission: At the May 6, 2014 public hearing the Planning Commission recommended denial of the proposed request because of the lack of practical difficulty (7-2, Simon / Gooch).

Attachments: Resolution  
PC recommendation  
Planning Staff Report

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DENYING A VARIANCE TO ALLOW A SIX FOOT PRIVACY FENCE 17  
FEET FROM THE CORNER FRONT PROPERTY LINE WHEREAS 30 FEET  
IS THE REQUIRED SETBACK**

**CASE NO. 14-14V  
Anthony Mickelson**

Property located at 7413 Cloman Way and legally described as follows:

**Lot 1 Block 5, South Grove No. 2, according to the recorded plat, Dakota County,  
Minnesota**

**WHEREAS**, an application has been received for a Variance to allow a six foot fence within the front yard setback whereas 30 feet is the required setback for fences taller than 42 inches;

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

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

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on May 6, 2014 in accordance with City Code Section City Code 10-3-3:C;

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

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the fence variance. The property would still function as a single family residence.
2. Approval of the fence setback variance could set a precedent for other fences taller than 42 inches located within the front yard.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support the variance; the proposed six foot fence may be considered a convenience to the applicant, not a practical difficulty.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variance to allow a six foot fence within the front yard setback is hereby denied.

Adopted by the City Council of Inver Grove Heights this 12<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
George Tourville, Mayor

Ayes:

Nays:

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy Clerk

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** May 6, 2014  
**SUBJECT:** ANTHONY MICKELSON – CASE NO. 14-13V

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance to allow a six foot privacy fence within the corner front yard setback, for the property located at 7413 Cloman Way. 5 notices were mailed.

**Presentation of Request**

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the request is for the property located on the corner of Cleve and Cloman. Since the property is a corner lot it is looked at as having two front yards. The applicant would like to construct a six foot solid fence 17 feet from the front property line whereas 30 feet is required. The main concern is that this area acts as the front yard for the property owner to the northwest. That neighbor would not be allowed to have a fence over 42 inches in height located in their front yard and the proposed fence could prevent visibility in their front yard. Because the applicant would be allowed to install a fence 30 feet from the property line or a fence 42 inches or shorter in height along that property line it could be considered a convenience. Approving a fence higher than 42 inches could set a precedent for fences in other front yard requests. Staff recommends denial of the request. Staff received an email from a neighboring property owner in support of the request which is included in the packet. Staff also received a phone call from the neighbor next door who was in support of the request.

Chair Hark noted that the corner lot two doors down from the applicant had a fence which appeared to be in the same location as the proposed fence. He asked if that was something the City had previously approved.

Ms. Botten replied she was unsure of the details of that fence, stating it was possible the fence had been built without a permit or that they had applied for a permit at a time when the code was interpreted differently.

Commissioner Simon noted that it was a six foot solid wooden fence.

Anthony Mickelson, 7413 Cloman Way East, stated he would like to show photographs of existing fences within a two block radius of his house that were closer to the road than what he was proposing.

Commissioner Simon asked the applicant if he knew when the fence two doors down from him was installed.

Mr. Mickelson replied that his neighbor told him it was constructed 8-10 years ago. He showed photos of the previously referenced fence two doors away from him, a photo of a fence on the corner of Clayton and 75<sup>th</sup> which was eight feet from the road, and a photo of a fence on the corner of Cloman and 75<sup>th</sup> which was six feet from the road. He advised that he plans to store his boat inside the proposed eight foot recessed area next to his house as he does not have any room on his driveway and would like to avoid parking the boat on the grass in the front yard. He would like the fence to be solid because of the privacy it would provide and to discourage his dogs from barking at pedestrians walking by his home.

### **Opening of Public Hearing**

Chair Hark opened the public hearing.

There was no other public testimony

Chair Hark closed the public hearing.

### **Planning Commission Discussion**

Chair Hark stated normally he would deny a request such as this; however, with a similar fence being two doors down a precedent has already been set.

Commissioner Simon questioned how they could deny the request when there was an existing fence in the same location as what was being proposed located so close to the subject property. She advised she would be voting for approval.

Commissioner Lissarrague stated he supported the request as well due to the fact that there were similar existing fences in the neighborhood.

Commissioner Wippermann stated he could understand why the applicant was requesting the fence based on what he has seen in his neighborhood; however, the fact that others have not complied with ordinance requirements does not mean that the remainder of the City does not have to follow the guidelines.

Chair Hark stated one of the issues they had was finding a practical difficulty.

Commissioner Gooch suggesting passing it on without a recommendation due to the fact that there were out of compliance fences throughout the City, but yet there was no practical difficulty for this request. He stated the City needed to enforce its codes and felt it would be unfair to the homeowner to deny the request.

Commissioner Scales stated it bothered him that the City did not seem to be enforcing its own codes and perhaps City Council should decide whether the City should change their regulations or work on enforcing them.

Commissioner Klein stated the dilemma was that it is difficult to have an ordinance where one size fits all, especially with all lots being different sizes. He stated that South Grove lots in particular tend to be smaller so there is not much room to work with when putting up a fence.

Commissioner Elsmore stated the Commission's charge was to determine whether or not the request meets the variance guidelines and then forward it on to Council, who has more flexibility. She noted they do not know the history of the other fences and they may very well have come in and gotten permission for them.

Commissioner Lissarrague stated because they do not know the history of the other fences he would prefer to pass it on without a recommendation rather than deny it.

Chair Hark stated the City Council had a much broader perspective, but the Planning Commission had a rather narrow focus in being charged to determine whether the request meets the variance criteria or not. He could find no practical difficulty.

Commissioner Maggi asked if the practical difficulty could be that the applicant technically has two front yards and no side yard. A practical difficulty is defined as circumstances that are unique to the property not created by the land owner. The applicant did not create the fact that he has two front yards by City Code.

Chair Hark stated in his mind it could not be used as a practical difficulty, and he asked for staff's opinion.

Mr. Hunting responded that the intent of the words 'unique to the property' was to mean a particular property. He advised there are numerous corner lots throughout the City so having two front yards would not make it unique. He noted that owners of corner lots are not penalized as extra width and area requirements are factored into the Code to address corner lots.

**Planning Commission Recommendation**

Motion by Commissioner Wippermann, second by Commissioner Scales, to deny the request for a variance to allow a six foot privacy fence within the corner front yard setback, for the property located at 7413 Cloman Way, based on the three findings listed in the staff report.

Motion carried (7/2 – Simon, Gooch). This item goes to the City Council on May 12, 2014.

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

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**REPORT DATE:**     April 24, 2014

**CASE NO:** 14-13V

**HEARING DATE:**    May 6, 2014

**APPLICANT & PROPERTY OWNER:** Anthony Mickelson

**REQUEST:**     Variance for a fence encroachment

**LOCATION:**     7413 Cloman Way

**COMPREHENSIVE PLAN:** Low Density Residential

**ZONING:**     R-1C, Single-family Residential

**REVIEWING DIVISIONS:** Planning

**PREPARED BY:** Heather Botten  
Associate Planner



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**BACKGROUND**

The applicant is requesting a variance from setbacks to allow the construction of a six foot high solid wood fence 17 feet from the front property line whereas 30 feet is required. The property is a corner lot at Cloman Way and Cleve Avenue.

The code requires any fence within a front yard to be no higher than 42 inches and be at least 75% open. The reasons for the rule appear to be mainly visibility for traffic at corners and along street/driveways, and emergency vehicles to front of houses. A second reason would be aesthetics, both in uniformity along front views and visual appeal. The code does not differentiate how the fronts are used in a corner lot. Both frontages are considered "front yards" by definition, not by how they are used. In this case, the area the fence is proposed acts as a side yard. However, the yard on the lot to the northwest acts as their front yard and they would not be allowed to place a solid fence in the front yard.

Staff has interpreted the code such that if all lots on the same block are all sides or rears and face a street, they have been allowed solid fences to the property line since they act as side or rear yards. The problem arises when the property next door is an actual front yard. Then the conflict occurs. If those lots are not allowed a solid fence, then corner lots should not be allowed one either.

**EVALUATION OF THE REQUEST**

**SURROUNDING USES:** The subject site is surrounded by the following uses:

Residential; zoned R-1C, single-family residential; guided LDR, Low Density Residential

### VARIANCE REVIEW

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The area is developed with single family homes, some with fences along the corner front property line.

The request is in harmony with the intent of the comprehensive plan as the lot is being utilized as residential which would contain typical accessory structures or improvements such as fences.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The applicant's request is to encroach into the front yard an additional eight feet for the fence. The location of the fence would be out of any traffic sight lines. Again, the conflict in this instance is that the property to the northwest fronts along Cleave Avenue and they would not be able to construct a solid fence closer than 30 feet from the front property line. For the applicant's corner lot, this line functions as a side yard.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

While the conflict with how the code addresses fences in yards may seem unique, there are many instances throughout the city with this same lot configuration and therefore would have the same issues with fence placement.

The zoning code allows fences 42 inches or shorter within the front yard setback. The height of the proposed fence may be considered a convenience to the applicant, not a practical difficulty. The applicant could construct a six foot fence 30 feet from the front property line, complying with code requirements.

4. *The variance will not alter the essential character of the locality.*

Staff does not believe this limited fence proposal would alter the essential character of the locality. There are fences in all residential neighborhoods, and depending upon lot configuration, there could be solid fences along streets. There are fences that exist in yards on lots with this same configuration, some built without permits and others allowed based on different interpretations of the code over the years. The fence does not encroach into any traffic safety sight lines. The fence may have an impact on visibility from a “street view” from the neighboring property; the neighbor that the fence most directly affects is in support of the request.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

## **ALTERNATIVES**

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

**Approval:** If the Planning Commission finds the Variance to be acceptable, the Commission has the following options:

- A. Approval of the Variance to allow the construction of a six foot high solid wood fence 17 feet from the front property line whereas 30 feet is required subject to the following condition:

1. The fence location shall be in substantial conformance with the site plan on file with the Planning Department.

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

1. Denying the variance request does not preclude the applicant from reasonable use of the property as the property would still function as a single family residence.
2. Approval of the variance could set a precedent for other solid fences located within the front yard.
3. Staff does not believe there are practical difficulties in complying with the official control and the six foot fence may be considered a convenience to the applicant, not a practical difficulty.

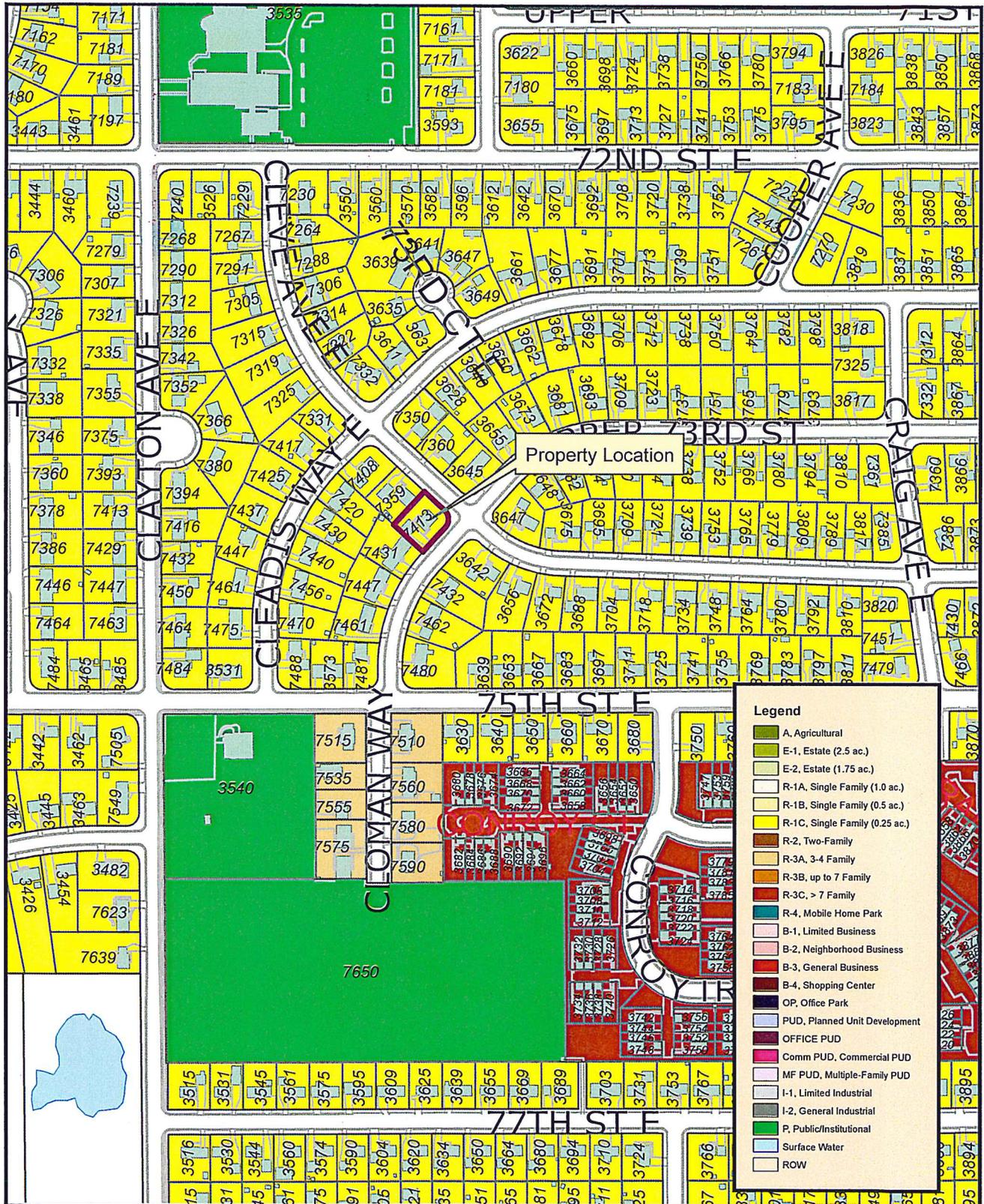
## **RECOMMENDATION**

The request is not out of character of the neighborhood and is consistent with the comp plan . The problem is that the site and situation is not unique. Additionally, the applicant did not identify practical difficulties to comply with the ordinance. For the reasons listed in alternative B staff is recommending denial of the proposed request.

Attachments:            Location Map  
                                 Site Plan  
                                 Applicant Narrative  
                                 Neighbor Letter

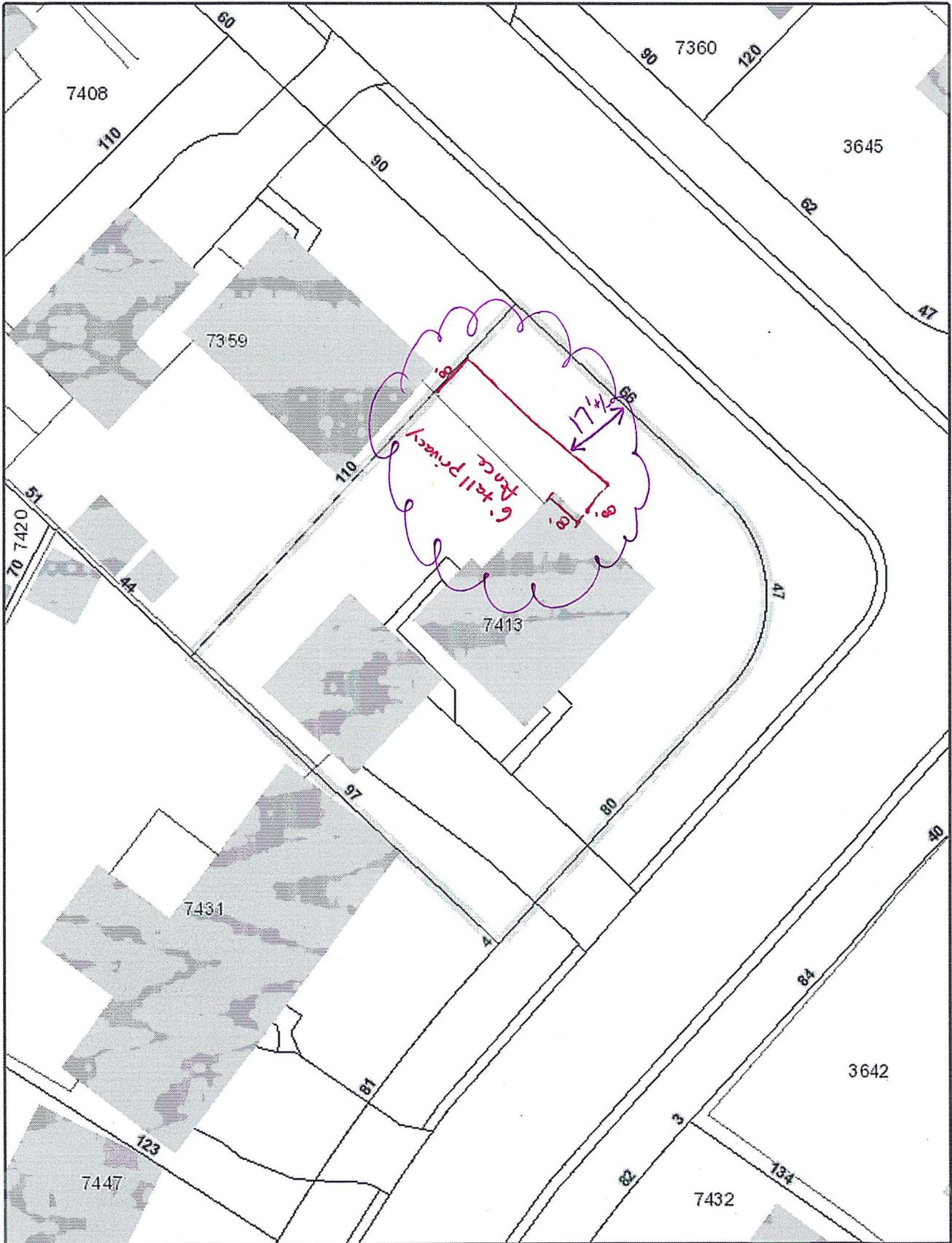


# 7413 Cloman Way



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is to be used for reference purpose only. The City of IGH is not responsible for any inaccuracies herein contained.

Dakota County, MN



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification. Dakota County assumes no legal responsibility for the information contained in this data.

Map Scale  
**1 inch = 32 feet**  
3/24/2014

**Heather Botten**

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**From:** Heather Leibfried [adeepskillset@msn.com]  
**Sent:** Monday, March 24, 2014 9:26 PM  
**To:** Heather Botten  
**Cc:** asharperedge@hotmail.com  
**Subject:** Anthony Mickelson-7413 Cloman Way East Inver Grove, MN 55076

Ms. Botten:

RE: Variance for Fence Approval

My name is Anthony Mickelson I am the owner of 7413 Cloman Way East, Inver Grove Heights, MN 55076. I am asking for approval on a variance that I applied for to extend a fence on the north side of my house. I have a few neighbors within a block from me that also have an extended privacy fence towards the road. I would like to remove the existing section of fence on just the north side of the yard facing the street and bump the fence out 8 feet towards the road to the north to utilize the side yard for a larger enclosed backyard; which otherwise will never get used if not extended out. In hopes of putting a swing set in that area for our future children to play inside an enclosed fence area for safety. The fence would not be any obstruction to the people driving on the road and would be well built and well maintained. I have talked to all of my neighbors that the City will be contacting and they are all in agreement that the fence is a good idea and would look nice. None of the neighbors had any objection.

Sincerely,

Anthony Mickelson  
7413 Cloman Way East  
Inver Grove Heights, MN 55076  
651-334-5277

## Heather Botten

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**From:** William Manthe [wmanthe17@gmail.com]  
**Sent:** Tuesday, March 25, 2014 8:36 PM  
**To:** Heather Botten  
**Subject:** 7413 Cloman Way variance

Heather

My name is William Manthe. My wife Sharon and I own our house at 3645 Upper 73rd St E. My neighbor Tony Mickelson who owns the house at 7413 Cloman way has informed me that he has applied for a variance to extend his fence towards the street. I would like to inform you that we don't have an issue with this.

Thanks

William Manthe  
Sharon Manthe

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS – Case No. 14-10ZA

Meeting Date: May 12, 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 the First Reading of an Ordinance Amendment regulating parking of vehicles and recreational vehicles in the front yard.

- Requires 3/5th's vote.
- 60-day deadline: N/A

**SUMMARY**

Council has discussed this issue over a 3 year period at various work sessions and contemplated different drafts of rules that would prohibit parking on grass in the front yard. Council directed staff to prepare an ordinance and hold a public hearing with the Planning Commission to receive public comment.

**ANALYSIS**

The ordinance language is set up to:

- Allow parking of any vehicle in the front yard but they must be on a hard surface such as bituminous, concrete or pavers.
- Parking may be on a driveway or on a parking pad that must be adjacent to and contiguous to the driveway.
- Rules only regulate parking in the front yard. No changes to side or rear yard regulations.
- Apply only to urban areas, R districts. Does not apply to A or E (large lot) districts.
- Has exceptions for winter street parking ban period allowing parking in front yard during this period.

The ordinance doesn't contain:

- Does not prohibit parking in the front yard or driveway.
- Does not prohibit parking of trailers, boats, RV's in the front yard.
- Does not address on-street parking.

There were five individuals who spoke at the public hearing with questions and concerns. The Planning Commission took several minutes discussing the item and focused primarily on if any temporary short term parking on grass should be allowed to cover the instances of special events, or short period of need for extra parking. The Commission discussed addressing recreational vehicles different than automobiles for this short term parking question. IN the end, their combined recommendation was to support the proposed language with the added exception of allowing parking on grass for temporary periods on no more than seven (7) days.

**RECOMMENDATION**

**Planning Staff:** Presents an ordinance requiring parking in the front yard to be on the driveway or hard surface next to the driveway for both vehicles and recreational vehicles.

May 12, 2014  
Council Memo – Front Yard Parking Regulations  
Page 2

**Planning Commission:** Recommends approval of the ordinance amendment with the added clause that temporary parking on grass in the front yard is allowed for a period not to exceed seven days. This language is included in the draft ordinance attached.

Attachments: Ordinance Amendment 1<sup>st</sup> Reading  
Planning Commission Recommendation  
Planning Report

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 10, (ZONING ORDINANCE) CHAPTER 15 REGARDING PARKING  
STANDARDS FOR VEHICLES AND RECREATIONAL VEHICLES IN SINGLE  
FAMILY RESIDENTIAL ZONING DISTRICTS

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THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS  
FOLLOWS:

**Section One. Amendment.** Title 10, Chapter 15, PERFORMANCE  
STANDARDS of the Inver Grove Heights City Code is hereby amended to read as  
follows:

10-15A-3: OFF STREET PARKING REGULATIONS:

B. Location: Required off street parking in the E and R districts shall be on the same  
lot as the principal building. Required off street parking in all districts shall meet  
the following setback requirements:

1. Within all E and R districts, all vehicles normally owned or kept by the  
occupants on the premises must have a garage stall or open parking space on  
the same lot as the principal use served. Open parking spaces accessory to one-  
and two-family structures may be located anywhere on the lot containing the  
principal structure ~~Open parking spaces or lots designed for three (3) or more  
cars must have a location other than a required yard,~~ except that such parking  
may be located in a rear yard to within five feet (5') of an interior side lot line  
and to within eight feet (8') of rear lot line.

2. Within all R-1A, R-1B, R-1C and R-2 districts, parking of a vehicle and/or  
recreational vehicle on grass or unpaved areas in the front yard is prohibited.

a. For the purposes of this section only, front yard means the area  
located between the curb or edge of street pavement and the front line of the  
principal structure along any street frontage.

b. Parking of vehicles and/or recreational vehicles in the front yard is  
allowed only on a driveway or parking pad that is directly contiguous and parallel  
to the driveway. Vehicles on such pads shall be parked perpendicular to the

street. Said areas shall be constructed of bitumen, concrete or paving blocks and shall conform to maximum impervious surface standards.

c. The following exceptions apply:

1) Parking of automobiles may be allowed on grass in the front yard only during the winter parking ban period from November 1 through March 30.

2) Parking of vehicles and/or recreational vehicles may be allowed on grass in the front yard on a temporary basis not to exceed any seven day duration.

**Section Two. Amendment.** Title 10, Chapter 2-2, DEFINITIONS, of the Inver Grove Heights City Code is hereby amended to add the following:

DRIVEWAY: A private road that connects a house, garage, or other building with the street.

PARKING PAD: A surface area or "pad" directly contiguous and parallel to a driveway made of bitumen, concrete or paving blocks. Vehicles on such pads shall be parked perpendicular to the street.

RECREATIONAL VEHICLE: Any vehicle which meets the criteria for "recreation" class registration and license plate, DNR registration, or trailer registration used for conveyance of recreation vehicles as established by the Minnesota Department of Public Safety, Minnesota Department of Natural Resources, or this chapter, including, but not limited to: travel trailers, stock car trailers, livestock or horse trailers, campers, motor homes, tent trailers, vehicles converted to motor homes, snowmobiles, snowmobile trailers, boats, boat trailers, personal watercraft, all-terrain vehicles, and all-terrain vehicle trailers.

**Section Three. Effective Date.** This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy City Clerk

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** April 14, 2014  
**SUBJECT:** CITY OF INVER GROVE HEIGHTS – CASE NO. 14-10ZA

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for an ordinance amending City Code Title 10 (Zoning Ordinance) Chapter 15 regarding parking standards for vehicles and recreational vehicles in the front yard in single-family zoning districts. No notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that over a number of years Council has received complaints regarding vehicles being parked on the grass in the front yard. They discussed whether it was worthy of having an ordinance prohibiting it and asked staff to do some research. Staff contacted neighboring cities regarding their regulations pertaining to automobile and recreational vehicle parking. Council then discussed the issue further, looked at some general draft regulations and determined it was worth moving forward with an ordinance amendment. Council directed staff to prepare a city code amendment addressing parking restrictions for vehicles and recreational vehicles in the front yards of residential properties. Mr. Hunting advised that the ordinance 1) pertains only to the R-1A, R-1B, R-1C, and R-2 zoning districts, 2) pertains to both automobiles and recreational vehicles, 3) pertains only to parking in the front yard and proposes no changes to the parking in side or rear yards, 4) prohibits vehicles from being parked on grass in the front yard but allows it on a driveway or hard surface area directly contiguous and parallel to a driveway and constructed of concrete, bitumen, or paving blocks (use of crushed rock or landscape rock is prohibited), 6) does not limit the number of vehicles parked on a property, and 7) allows temporary parking over the winter months during the winter parking ban. One issue that was raised at the last Council work session was that of the parking of recreational vehicles across the front of houses. This ordinance does not specifically address that but Council would like the Planning Commission to discuss the issue. He advised that information on this topic was published in the *Insights* and was also available on the City's website. In response, the City has received several emails, which are included in the packets. The Planning Commission is being asked to take public comment, provide a recommendation to City Council, and it will then be reviewed by City Council over three different meetings. Staff is not making a recommendation.

Chair Hark asked if the intent was to allow short term parking.

Mr. Hunting replied in the affirmative; stating it would be difficult to regulate short-term parking for a family event, party, etc. because code enforcement was not active during the evenings or weekends.

Chair Hark asked if there was a definition for long-term or continual parking.

Mr. Hunting replied it was not addressed in the ordinance but perhaps should be discussed.

Chair Hark questioned not being able to use crushed or landscape rock for a parking pad.

Mr. Hunting stated they were staying consistent with the driveway ordinance which requires it to be constructed of concrete, asphalt or surface pavers.

Commissioner Maggi asked for clarification of whether landscape rock would be treated the same as concrete.

Mr. Hunting replied that crushed rock is considered impervious. Landscape rock is somewhat of a gray area because if it has plastic or fabric underneath it is considered impervious; however, if it is only dirt underneath it has not been counted towards total impervious.

Chair Hark asked if the issue was imperviousness or aesthetics.

Mr. Hunting replied primarily aesthetics.

Commissioner Klein stated that if parking pads were required to be paved the maximum impervious surface allowed would likely become an issue, especially in the South Grove area.

Chair Hark asked if Class 5 was considered impervious.

Mr. Hunting replied in the affirmative.

Commissioner Maggi asked how the front yard would be defined in a situation in which the garage sat closer to the street than the house.

Mr. Hunting replied the front yard would be the area located between the edge of the street and the principal structure, not the garage.

Commissioner Scales asked how they would address a corner lot with a garage facing the side.

Mr. Hunting replied that on a corner lot the front yard would be the area located between the edge of the street and the principal structure (house) along both street frontages.

Commissioner Maggi asked if there was a reason a limit was not put on the size of the vehicles.

Mr. Hunting replied that Council did not indicate they wanted to address vehicle size. He advised that some cities require larger size recreational vehicles to be kept in the back yard.

Commissioner Klein asked if anyone had done a formal study to determine how much of a problem this was, and stated the restrictions could be difficult for some people, especially during the winter months.

Mr. Hunting replied staff had not been asked to do a detailed analysis, which would be quite time intensive. He noted that the front yard parking restrictions would not apply during the winter parking ban.

Chair Hark asked if the issue was more directed to automobiles or recreational vehicles.

Mr. Hunting replied he was not sure which was the bigger issue; likely it was a combination of both.

Commissioner Simon asked if the City still had a code enforcement officer.

Mr. Hunting replied in the affirmative.

Commissioner Simon asked if the emails in the packet could be forwarded to the code enforcement officer for her to look into.

Mr. Hunting replied the intent of the emails was more to get feedback from the residents. If that was the direction of Council, however, the emails could be forwarded on.

#### **Opening of Public Hearing**

Stanley Braun, 3790 – 75<sup>th</sup> Street East, asked if someone could read aloud the comments that were emailed in.

Chair Hark advised there were too many to read; however, they were available to the public.

Mr. Hunting advised they were included in the public copy of the packet located in the lobby.

Rob Burns, 8518 College Trail, advised that if a person were to take their camper out of storage to get it ready for a trip they would need to have it parked for a couple days to do maintenance, packing, etc., and then they would need a couple more days after returning to wash it, unpack, etc. He questioned whether he would be subject to a citation in such an instance since there was no specific time limit defined in the ordinance.

Chair Hark noted that the proposed ordinance was intended to prevent long-term continual parking rather than short-term parking.

Mr. Burns replied the ordinance should then specify that.

Commissioner Lissarrague asked Mr. Burns if he felt 48 hours would be a reasonable amount of time to allow for parking.

Mr. Burns replied in the affirmative. He did not believe that parking was an issue, but rather the storage of vehicles. He noted parking/storage was not an issue in his neighborhood because it was governed by neighborhood covenants.

Recommendation to City Council

April 1, 2014

Page 4

Doug Cooper, 6750 Babcock Trail, questioned what this ordinance would accomplish and stated in terms of aesthetics he did not see the difference between asphalt and turf and he felt grass was more aesthetically appealing than hard surface. He suggested perhaps limiting the total number of vehicles allowed in a front yard.

Craig Husnik, 2108 – 68<sup>th</sup> Street East, stated this ordinance would be very difficult to enforce. He advised he has called the City regarding a truck that has been parked near his home for 5-6 years and it continues to sit there. He questioned how this ordinance could be enforced when existing ordinances were not being enforced.

Chair Hark asked Mr. Husnik if he supported or opposed the proposed ordinance, disregarding the enforcement issue.

Mr. Husnik stated he felt that having junk parked in the front yard decreased neighboring property values and made resale difficult.

Commissioner Lissarrague asked Mr. Husnik if he felt 48 hours would be an adequate amount of time to allow for parking if the ordinance was enforceable.

Mr. Husnik suggested that a week be allowed because repair or maintenance of vehicles could take longer than 48 hours.

Bob Krammer, 6850 Blackhawk Trail, felt that grass was more aesthetically appealing than concrete or asphalt, especially when the vehicle was not there.

Chair Hark asked how they would address a situation in which an individual drives their car to work every day but then parks it in the same spot when they get home.

Mr. Hunting stated that was a difficult issue to address because code enforcement could not be looking at the vehicle 24 hours a day.

Mr. Braun did not feel the size of vehicles should be regulated, and he felt that tax-paying property owners should not be limited on the use of their own property. He stated the City is already having difficulty enforcing its current ordinances and should not create another.

Chair Hark agreed that a person is entitled to the enjoyment of their own property, but asked where you draw the line if vehicles parked in the front yard infringe on your neighbors enjoyment of their property. He asked Mr. Braun if it was his boat that prompted this ordinance.

Mr. Braun replied that he believed it did.

Commissioner Lissarrague asked Mr. Braun if his neighbors have complained to him directly about his boat.

Mr. Braun replied they had not.

Chair Hark closed the public hearing.

**Planning Commission Discussion**

Commissioner Scales stated it appeared as if there were two separate issues; automobiles and recreational vehicles. He felt it would be almost impossible to enforce the parking of automobiles which could be coming and going without the code enforcement officer's knowledge since they were not available evenings and weekends. He believed it would be easier; however, to enforce the parking of recreational vehicles. He asked if the current ordinances required vehicles to be drivable or licensed.

Chair Hark asked for clarification of the current ordinances regarding junk vehicles, and how they applied to Mr. Husnik's situation in which a truck has been parked for 5-6 years.

Mr. Link replied that he was unfamiliar with Mr. Husnik's particular situation. He advised that the storage of junk vehicles outside is prohibited by current City ordinances. A junk vehicle is defined as unlicensed or inoperable. Storing a junk vehicle inside a building is allowed.

Commissioner Maggi asked for clarification on whether the ordinance prohibited any parking on the grass, regardless of the time period.

Chair Hark stated it was his understanding that the intent was just to prohibit long-term parking on the grass; however, 'long-term' was not specifically defined.

Commissioner Maggi stated in her opinion parking every day on the grass was long-term storage.

Chair Hark asked does a person store their car on the street or park it on the street.

Commissioner Elmore stated the term long-term storage should be defined and included in the ordinance so it could be clearly understood. She questioned whether the issue was how long vehicles were parked or how many vehicles were being parked.

Commissioner Maggi stated she would not want five vehicles parked in her neighbor's front yard.

Commissioner Klein stated often times parking was only a temporary problem for families with teenage drivers. Once they move out of the house the issue is resolved. He stated he had that situation at his house for a few years and if they were all forced to park in the driveway they would constantly have been moving vehicles back and forth.

Chair Hark asked if he parked any of the vehicles in the grass.

Commissioner Klein replied that he constructed a paved parking surface; however, impervious surface regulations would prevent many people from being able to do that.

Commissioner Lissarrague suggested they define what the problem is; is it cars being parked

on grass surfaces or larger recreational vehicles remaining in the same parking spot for months.

Commissioner Klein stated he supported private property rights; however, he did not want to see junk in someone's front yard either. He stated parking did not seem to be a prevalent problem in the City.

Commissioner Maggi asked what the largest property size was that this would affect.

Mr. Hunting replied it was not tied to property size but rather to zoning districts. This would apply only to the R-1A, R-1B, R-1C and R-2 districts, which could range in size.

Commissioner Maggi stated that was an important point because what a neighbor does on a city lot would affect property values more than it would on a five acre lot.

Commissioner Elsmore stated the parking issue would depend largely on self-policing as the program would be complaint-based and the code enforcement officer would not spend their days driving around looking for violations. An ordinance was needed or the neighbors of a problem property would have no recourse.

Commissioner Klein felt there were very few problem properties in the City.

Commissioner Maggi stated the City likely would not create an ordinance based on one person's boat and she assumed the City Council and staff had done their due diligence and determined it was a much broader issue.

Mr. Link stated Commissioner Maggi was correct. He advised that Council has discussed this topic over the last couple years and the issue seems to be more about people parking cars in the front yard.

Commissioner Klein stated it was unlikely there were many homes with 4-5 cars parked on the lawn.

Commissioner Scales stated it seemed like a big solution for a small problem.

Commissioner Elsmore noted that apparently many residents are concerned about this issue as the City received many emails, as well as a good attendance at tonight's public hearing.

Commissioner Scales suggested determining what the actual problem is (i.e. long-term storage of automobiles, recreational vehicle parking, etc.) and addressing it specifically rather than making the ordinance too broad.

Commissioner Lissarrague suggested looking at the recreational vehicle issue tonight and addressing automobiles at a later date.

Commissioner Maggi stated the solution for recreational vehicles may be different than the solution for automobiles.

Chair Hark questioned how continual parking would be defined.

Commissioner Scales stated for years people have gotten around parking ordinances by parking a vehicle, their tires get chalked, they move it four feet, they get another chalk line, etc. The problem is not solved.

Commissioner Elsmore stated the situation would be policed by the neighborhood. If a neighbor complains about an RV being parked in the front yard, it then drives away but comes back in three days, it is up to the neighborhood to call again and complain.

Commissioner Scales questioned what exactly long-term storage was.

Commissioner Elsmore agreed that the Commission should define that.

Commissioner Maggi felt it was different between automobiles and recreational vehicles.

Commissioner Scales agreed with Commissioner Maggi, stating he had cars that he did not drive for weeks between uses and he questioned if that would be considered long term storage.

Commissioner Maggi stated maybe it would be easier to define short-term versus long-term.

Commissioner Scales stated on city lots people with extra cars likely get tired of continually moving them around and eventually park vehicles on the grass to avoid the constant rotation.

Commissioner Maggi noted that issues could arise from cars being parked on the grass, such as leaking oil, etc.

Commissioner Lissarrague stated this may similar to the previous OWB issue in which they were aware of only two in the City but once the issue was brought to the forefront there turned out to be quite a few more. He suggested addressing only the recreational vehicle issue and forwarding it on to City Council for action, then considering the automobile issue at a different time if it comes back to the Planning Commission.

Commissioner Maggi questioned why the Commission would not discuss parking vehicles on the grass at this time.

Commissioner Lissarrague replied he felt that recreational vehicles would be a big enough issue on its own.

Commissioner Scales stated he did not have an issue with a family having 4-5 vehicles, but did not like unused automobiles and trucks being stored long-term in the same spot.

Commissioner Maggi disagreed, stating she would not want five cars in the yard next door as it would affect her aesthetics and property value.

Commissioner Elsmore suggested separating the two issues and making a motion regarding recreational vehicles first, putting it to a vote, and then putting forth a recommendation for automobiles. In regard to a recommendation for recreational vehicles, she suggested adopting the ordinance as presented but striking the references to vehicles and automobiles from the second bullet point of the staff report.

Commissioner Maggi stated that referring to the bullet points was confusing and she suggested the changes be made to the ordinance itself.

**Planning Commission Recommendation**

Motion by Commissioner Elsmore to approve an ordinance amendment to the Inver Grove Heights City Code, Title 10 Chapter 15 regarding parking standards for recreational vehicles in single family residential zoning districts, **by striking references to vehicles and automobiles and replacing any reference to vehicles with recreational vehicles**, with the anticipation that the Planning Commission will provide separate recommendations regarding non-recreational vehicles.

Commissioner Simon asked if time limits should be included in the ordinance.

Commissioner Elsmore replied she would be happy to accept a friendly amendment to add a subsection (d) defining duration.

Chair Hark stated it would clarify what long-term parking is.

Commissioner Elsmore noted that based on citizen comments tonight that 48 hours to a week would be reasonable, she would recommend seven days.

Mr. Braun asked if derelict recreational vehicles would be allowed to park on the grass.

Commissioner Elsmore responded that the vehicles are assumed to be operable as there is already an ordinance in place prohibiting junk vehicles.

Mr. Braun asked if the proposed ordinance required that the parking area be contiguous to the driveway.

Chair Hark replied in the affirmative.

Commissioner Maggi asked if Section B.2.c. would be eliminated from the draft ordinance.

Commissioner Elsmore restated her motion.

Motion by Commissioner Elsmore to approve an ordinance amendment to the Inver Grove Heights City Code, Title 10 Chapter 15 regarding parking standards for recreational vehicles in single family residential zoning districts, **by striking references to vehicles and automobiles, removing paragraph B.2.c. and replacing it with language stating that parking of recreational vehicles may be allowed on the grass for a duration to exceed no more than**

**seven days.**

Commissioner Simon asked if recreational vehicles would be allowed to park in the grass in the winter.

Commissioner Elsmore replied she did not have an issue with winter parking in the grass.

Second by Commissioner Simon.

Motion carried (6/1 - Klein). This item goes to the City Council on May 12, 2014.

Commissioner Simon suggested the Commission now discuss an ordinance for automobiles.

Commissioner Elsmore stated in regard to a parking ordinance for automobiles, Section 2.B.c. allowing parking on the grass during the winter parking ban should be added back in.

Commissioner Maggi questioned why automobiles would be allowed to park in the grass during the summer months since they were allowed to park in the street.

Commissioner Elsmore replied that some people would question where their guests could park if the neighbors were using the limited street parking spots.

Commissioner Scales noted cul-de-sac parking could have issues.

Commissioner Simon asked if there would be a maximum parking duration for vehicles.

Commissioner Lissarrague suggested 48 hours.

Commissioner Scales questioned why recreational vehicles could be parked for seven days but only 48 hours for automobiles.

Commissioner Elsmore stated an argument made by someone in the audience was that sometimes a vehicle might need repairs, maintenance, etc. that would take longer than 48 hours. She did not have an issue with allowing an automobile to be parked for up to seven days as well.

Mr. Hunting clarified that even though two motions were being made, staff would structure it into a single ordinance but would break out the two categories.

Commissioner Lissarrague asked what the consequences would be of violating the ordinance.

Mr. Link advised that violation of any City ordinance is a misdemeanor which could result in a maximum fine of \$1,000. However, he advised it is a reactive program in which the City only responds to complaints. It is focused on educating the public on what the regulations are and giving them opportunities to correct it rather than penalties. He advised that only a very small number of complaints result in citations being issued.

Commissioner Maggi stated it was important to her that the vehicle ordinance be linked to the household rather than a single car. She suggested the ordinance be written in a way that would prevent people from rotating the cars being parked on the grass. She suggested stating that at any household there cannot be any cars parked on the grass for more than seven days, rather than stating any single car cannot be parked for more than seven days.

Commissioner Elsmore stated for the vehicle language she would envision leaving paragraph B.2.c. as is and adding paragraph B.2.d. stating that parking of vehicles on the grass in the front yard shall not exceed any seven day duration.

Commissioner Simon suggested that it start with the verbiage 'at this household' to specify that the vehicles cannot be rotated.

Commissioner Elsmore questioned whether that language accomplished that goal.

Commissioner Maggi suggested referring to 'any' vehicles.

Commissioner Elsmore did not feel that language would accomplish the goal either. She stated that any ordinance is only going to be as enforceable as the neighbors' complaints. If someone starts rotating vehicles around the neighbors would likely call stating that a vehicle is always parked there. The City would likely be more concerned that there was always a vehicle parked there rather than which vehicle was parked there.

Motion by Commissioner Elsmore, second by Commissioner Simon, to approve an ordinance amending City Code Title 10 (Zoning Ordinance) Chapter 15 regarding parking standards for vehicles in the front yard in single-family zoning districts, **including paragraph B.2.c. and adding paragraph B.2.d. stating that parking of vehicles on the grass in the front yard shall not exceed any seven day duration.**

Motion carried (7/0). This item goes to the City Council on May 12, 2014.



Staff contacted neighboring cities to research the following parking regulations:

- Yard location – front, side, rear
- Surfacing
- Setbacks
- Numbers allowed

Staff did further research on other city regulations as they pertain to automobiles and vehicles such as RV's, boats, campers, trailers, etc. The summary is attached to this memo.

**Yard Location:**

All five cities reviewed allow parking in the front yard only on the driveway. No parking is allowed on grass in the front yard. Farmington does not allow RV's, campers, boats and trailers in front of the house. Parking is allowed in the side and rear yards in all cities.

**Setbacks:**

Most require some setback from property lines or out of easements.

**Surfacing:**

All require parking in the front yard driveway to be on a hard surface. Surfacing for RV's, boats, campers, and trailers varies between the cities. Some require being on a hard surface or landscape rock and some allow on grass. Some require larger recreational vehicles to be on a hard surface in the side and rear yards.

**Number Limit of Parked Vehicles:**

Not all cities have limits on the number of vehicles allowed. More cities put limits on parking of recreational vehicles.

Regulating parking can help retain attractive neighborhoods and maintain property values. However, some negatives to regulations include: difficulty in defining parking/storage.

**EVALUATION OF THE REQUEST**

During the Council discussions, the focus was to prohibit parking on grass in the front yard. There was no discussion about prohibiting parking of vehicles or recreational vehicles on the driveway or front yard; only that they should be on a hard surface.

The Council wanted the following primary items to be addressed in the ordinance:

1. Parking allowed only on a hard surface in the front yard. No parking on grass in the front yard.
2. Parking allowed only on a driveway or area directly connected to the driveway.
3. No change to parking regulations in the side or rear yards.

Based on this Council direction, Staff has prepared an ordinance that offers the following:

- The ordinance would govern the single family zoning districts; R-1A, R-1B, R-1C and R-2. The large lot A, E-1 and E-2 were not included as with larger lots, there are more places to park vehicles that don't have an impact on the neighborhood. Trying to define a front yard area on these lots would be difficult.
- The regulations pertain to both vehicles (automobiles) and recreational vehicles (boats, trailers, campers, etc).
- Regulations only pertain to parking in the front yard. No changes being proposed to parking in side and rear yards.
- The ordinance does not prohibit parking of any vehicles in the front yard. Only prohibits them from being parked on grass and not on a hard surface in the front yard.
- Adding definition of driveway and parking pad to better define where cars are allowed to park.
- Areas used for parking of vehicles are required to be paved with either bitumen, concrete or paving blocks. Use of crushed rock or landscape rock would not be allowed.
- Parking pads must be contiguous to the driveway.
- No limit on the number of vehicles parked on a property is being proposed. Total hard surface is governed already under impervious surface standards. In most cases, this would prevent someone from paving large areas in the front yard for parking purposes.
- The ordinance does have provisions to allow temporary parking over the winter months during the winter parking ban.

The ordinance is designed to address long term or continual parking on grass in the front yard. It is not possible or intended to control parking that may occur over night, for a few hours or occasional parking such as a family event. Enforcement of these short term occurrences would be difficult.

One issue that was raised at the last Council work session was that of the parking of recreational vehicles across the front of houses. Council would like to eliminate the possibility of parking in front of the house. As drafted, the attached ordinance does not address this issue. Staff seeks Commission direction on how this might be accomplished.

Another issue that was raised by a resident was the unintended consequences of more parking of vehicles on the street if they can't find room to park on the driveway or parking pad.

Currently there are no time restrictions for parking on the street except for the seasonal winter parking ban.

The Council reviewed the item six times in work sessions over a two year period. Over the course of this two year period, a few drafts of the ordinance had been reviewed by Council. In November, 2013, Council directed staff to obtain input from residents by putting information in the Insights newsletter and on the city website.

An article was published in the July/August 2013 edition of Insights with information on the topic and directions on how to comment. A news item was also placed on the city's website around the same time. Over the course of approximately 3 months, the city received a total of 27 responses. There were 16 responses in favor of some form of regulations. There were 8 responses against any regulations on parking. There were 3 responses with some general suggestions on the topic with no clear view point for or against.

An article was published again in the Insights for the March/April, 2014 addition letting residents know of the proposed regulations and when the public hearing will be held. The information and ordinance has also been posted on the City's website for the past month or so. This round of notification has resulted in five e-mails being submitted and two individuals have come into City Hall to express their views.

## **ALTERNATIVES**

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

- A. **Approval.** If the Planning Commission finds the language in the ordinance to be acceptable, the following options are available:
- Approval of the parking restriction ordinance as presented.
- or
- Approval of the parking restriction ordinance with suggested changes.
- B. **Denial.** If the Planning Commission does not favor the proposed ordinance, a recommendation of denial or no further action needed should be given.

## **RECOMMENDATION**

Staff presents the ordinance language as directed by City Council for public consideration. The purpose of the public hearing is to obtain input from residents. Staff seeks comments, changes to the language or further direction from the Planning Commission. Once the Planning Commission is comfortable with the proposed language, the item will be sent to City Council for final review.

- Attachments:           Draft Zoning Ordinance Amendment
- Illustrations:    Definition of Front Yard  
                          Front yard as it pertains to this regulation  
                          Site illustration
- Matrix Summary of Other City Regulations on Parking in Front Yard
- E-mails From Residents

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 10, (ZONING ORDINANCE) CHAPTER 15 REGARDING PARKING  
STANDARDS FOR VEHICLES AND RECREATIONAL VEHICLES IN SINGLE  
FAMILY RESIDENTIAL ZONING DISTRICTS

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THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS  
FOLLOWS:

**Section One. Amendment.** Title 10, Chapter 15, PERFORMANCE  
STANDARDS of the Inver Grove Heights City Code is hereby amended to read as  
follows:

10-15A-3: OFF STREET PARKING REGULATIONS:

B. Location: Required off street parking in the E and R districts shall be on the same  
lot as the principal building. Required off street parking in all districts shall meet  
the following setback requirements:

1. Within all E and R districts, all vehicles normally owned or kept by the  
occupants on the premises must have a garage stall or open parking space on  
the same lot as the principal use served. Open parking spaces accessory to one-  
and two-family structures may be located anywhere on the lot containing the  
principal structure ~~Open parking spaces or lots designed for three (3) or more  
cars must have a location other than a required yard,~~ except that such parking  
may be located in a rear yard to within five feet (5') of an interior side lot line  
and to within eight feet (8') of rear lot line.

2. Within all R-1A, R-1B, R-1C and R-2 districts, parking of a vehicle and/or  
recreational vehicle on grass or unpaved areas in the front yard is prohibited.

a. For the purposes of this section only, front yard means the area  
located between the curb or edge of street pavement and the front line of the  
principal structure along any street frontage.

b. Parking of vehicles and/or recreational vehicles in the front yard is  
allowed only on a driveway or parking pad that is directly contiguous and parallel  
to the driveway. Said areas shall be constructed of bitumen, concrete or paving  
blocks and shall conform to maximum impervious surface standards. All parking  
spaces shall maintain a minimum five (5) foot sideyard setback.

c. Nonetheless, parking of automobiles may be allowed on grass in the front yard but only during the winter parking ban period from November 1 through March 30.

**Section Two. Amendment.** Title 10, Chapter 2-2, DEFINITIONS, of the Inver Grove Heights City Code is hereby amended to add the following:

DRIVEWAY: A private road that connects a house, garage, or other building with the street.

PARKING PAD: A surface area or "pad" directly contiguous and parallel to a driveway made of bitumen, concrete or paving blocks.

RECREATIONAL VEHICLE: Any vehicle which meets the criteria for "recreation" class registration and license plate, DNR registration, or trailer registration used for conveyance of recreation vehicles as established by the Minnesota Department of Public Safety, Minnesota Department of Natural Resources, or this chapter, including, but not limited to: travel trailers, stock car trailers, livestock or horse trailers, campers, motor homes, tent trailers, vehicles converted to motor homes, snowmobiles, snowmobile trailers, boats, boat trailers, personal watercraft, all-terrain vehicles, and all-terrain vehicle trailers.

**Section Three. Effective Date.** This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2014.

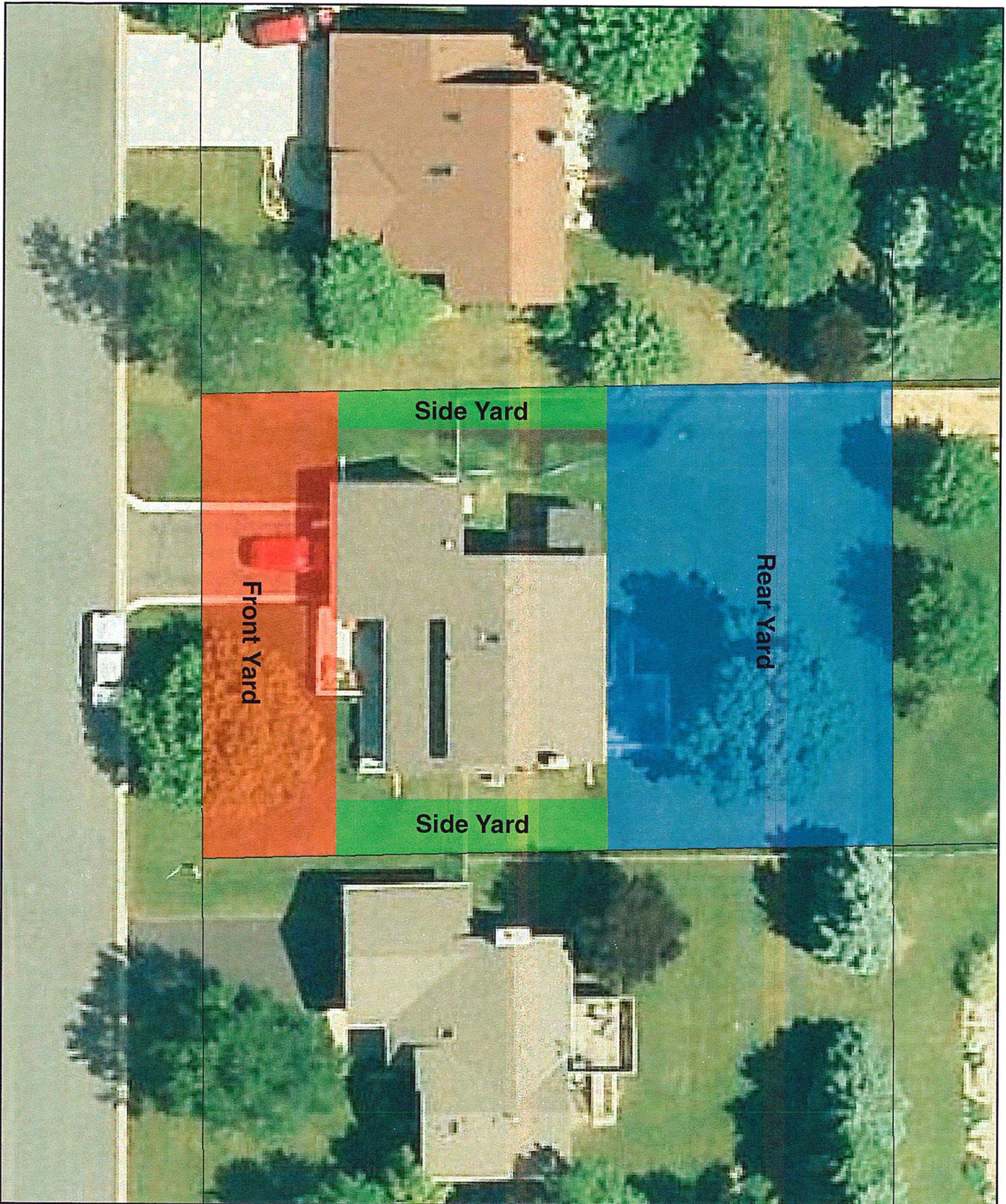
**CITY OF INVER GROVE HEIGHTS**

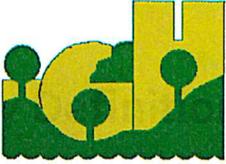
By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy, Deputy City Clerk

# Map Identifying Yard Definitions





# Front Yard by Definition





# Illustrates Area Where No Vehicle Parking on Grass is Allowed



**CARS/VEHICLES**

**RV'S/CAMPERS/BOATS/TRAILERS**

CITY	Parking in Front Yard	Number of Vehicles Allowed	Surfacing Requirement	Parking Setback
<b>BURNSVILLE</b>	Allowed on driveway only	No limit	Must on bituminouse, concrete or brick pavers	5 foot setback. Not allowed anywhere else in the front yard
<b>EAGAN</b>	Allowed on driveway only	No limit		No setback but must be out of easements
<b>ROSEMOUNT</b>	Allowed on driveway only	10 vehicles maximum on rural large lots. 6 vehicles maximum on urban lots	Must be on bituminous, concrete or brick pavers	5 foot setback. Not allowed anywhere else in the front yard
<b>SOUTH ST. PAUL</b>	Must be on driveway or parking area.	No limit other than surfacing limit	Bituminous, concrete or pavers required. No more than 1/3 of front yard area is allowed to be paved	
<b>FARMINGTON</b>	Allowed on driveway only	No limit other than surfacing limit		5 foot setback. Not allowed anywhere else in the front yard

Parking in Front Yard	Number of Vehicles Allowed	Surfacing Requirement	Parking Setback
May be parked on driveway only, for a maximum of 14 continuous days	Maximum 2 parked outside for lots less than 1.0 acre. Maximum 4 parked outside for lots greater than 1.0 acre	Parking in front yard allowed only on established driveway. Driveway must be concrete, bituminous or pavers. Parking in the side or rear yard allowed on gravel or hard surface	Must be behind the required front yard setback and no closer that 2 feet from side or 8 feet from rear
Not allowed except during period Nov. 1 to April 1 and on driveway only	Up to 2 recreational vehicles allowed	Must be parked on bituminous, concrete, pavers or landscape rock	5 foot setback from side and rear. Must be at least 15 feet from curb line on driveway
Allowed only driveway in front yard. Allowed in landscaped side or rear yard	Up to 2 recreational vehicles allowed	Larger vehicles must be on hard surface and smaller vehicles allowed on grass surface in side or rear yard	
Allowed on driveway only. May not be parked in front of the the principal building	No limit	Allowed only on bituminous, concrete, or decorative landscape rock (no class V or gravel allowed)	5 foot setback from side and rear.

Allan Hunting

POSITIVE

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From: Jenelle Teppen  
Sent: Wednesday, July 03, 2013 6:56 PM  
To: Allan Hunting  
Subject: Fwd: I like it but will it work?

Sent by Sprint from my Galaxy Tab

----- Original message -----

From: Kenneth Detlie <[ken.6034@gmail.com](mailto:ken.6034@gmail.com)>  
Date: 07/03/2013 10:55 AM (GMT-06:00)  
To: Jenelle Teppen <[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)>  
Subject: I like it but will it work?

Hi River Road resident;

First of all I would like to commend the city for taking some action to clean up our neighborhoods thank you. I personally have 4 automobiles, 2 garden tractors and a motorcycle. All these vehicles are currently being parked on hard surfaces. I feel that any vehicle that has oil, transmission fluid, gasoline and antifreeze should not be part on grassy areas because of environmental problems. When these vehicles go on attended for long periods of time and for a number of reasons begin to leak their fluids they will seep into our water supply. Also many of these vehicles are really abandoned and are not used for any meaningful purpose. The only problem I see with another rule or ordinance is the enforcement that never seems to follow the rules. If in doubt check around to see unlicensed vehicles and if they are licensed if they are insured and if they are insured are they street legal. Many of these vehicles are parked with broken windshields no taillights no exhaust systems and this is true in my very neighborhood. So if we are going to improve our neighborhoods through rules that we do not enforce I think again where just wasting our time. But I am all for the effort to try.

POSITIVE

Allan Hunting

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From: Jenelle Teppen  
Sent: Tuesday, July 02, 2013 5:18 PM  
To: Allan Hunting  
Subject: FW: RV Parking

Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

-----Original Message-----

From: Gary Murray [<mailto:gjamb3@msn.com>]  
Sent: Tuesday, July 02, 2013 5:11 PM  
To: Jenelle Teppen  
Subject: RV Parking

I don't mind if RV's are parked on driveways or along side houses, however I do mind that residents are allowed to park 2 & 3 cars on their lawns because they already have up to 4 cars on their driveways or RV's on their driveways. It is disgusting. There is no grass at all, just dirt from the cars being parked on the lawns.

Joanne Murray  
6580 Crosby Avenue

Allan Hunting

POSITIVE

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**From:** Jenelle Teppen  
**Sent:** Wednesday, July 03, 2013 8:20 AM  
**To:** Allan Hunting  
**Subject:** FW: Proposed Front-Yard Parking Rules



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** Edrie Zweber [<mailto:edriezweber@yahoo.com>]  
**Sent:** Tuesday, July 02, 2013 7:27 PM  
**To:** Jenelle Teppen  
**Cc:** Edrie Zweber  
**Subject:** Proposed Front-Yard Parking Rules

Hello,

Some of the items that are currently parked on the grassy areas of the front yards are too close to the residence and propose a fire hazard. The occupants of the residence would not be able to get out of their home because the item(s) are too close to windows. There are egress windows requirements to make sure that people can get out of their homes, but no rules for the window escapes when items are parked on the grass near homes.

Some of the items have been parked in the same location (grassy part of front yard) for more than 5 years without moving. Who knows what condition they are in? Perhaps they are a danger. They are also a ridicule items for visitors and persons walking or driving by. Who knows what effect they have on nearby homeowners who are trying to sell their homes.

I realize that a lot of residents do not want governments telling them what they can and cannot do with their property.

Good Luck with finding a happy middle.

Edrie Zweber

Allan Hunting

POSITIVE

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**From:** Jenelle Teppen  
**Sent:** Monday, July 29, 2013 6:14 PM  
**To:** Allan Hunting  
**Subject:** FW: Please support no parking on lawns



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** Cornell C [<mailto:cornell3210@yahoo.com>]  
**Sent:** Monday, July 29, 2013 5:41 PM  
**To:** Jenelle Teppen  
**Subject:** Please support no parking on lawns

We encourage you to support regulations which prohibit the parking of motor vehicles and trailers on the front and side lawns of homes. We are concerned about the resale value of our home and the decrease in value resulting from our neighbors parking on their lawns. Thank you.

Cornell and Elizabeth Chun  
7325 Bancroft Way  
Inver Grove Heights, MN 55077

Allan Hunting

POSITIVE

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From: Jenelle Teppen  
Sent: Tuesday, July 09, 2013 10:55 AM  
To: Allan Hunting; Nicole Cook  
Subject: FW: parking of vehicles proposal

Allan - comments about parking.

Nicky - comments about possible code violations.

Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

-----Original Message-----

From: DONNA HAUCK [<mailto:dfayehauck@gmail.com>]  
Sent: Monday, July 08, 2013 1:57 PM  
To: Jenelle Teppen  
Subject: parking of vehicles proposal

I definitely agree that this is long overdue, and needed to keep property values and overall neighborhood appearance acceptable. I have lived and built three homes over 41 years, in Inver Grove, and have personally experienced people who have no regard for how their property looks or how it impacts the neighborhood. When we owned a 21 foot boat that we parked to the side of our driveway- we built a retaining wall and poured a asphalt extension-we stored it in the off season. We cared what are neighbors felt. I am sure we would find Eagan and Woodbury to have the same ordinances.

This brings me to the real reason that I am writing-for many years I have re-routed friends off of Concord Street when coming to my home. It was the most direct route, but a eyesore-felt as if we were bringing friends through the slums. Now that has changed in some regards-the road and lighting are wonderful. However, just as you go south on Concord Street pass the "Inver Grove Heights" city limit sign are two homes in various stages of construction. One for more than a year without siding and a dumpster in the front yard(which has now been removed) as well as parking on what is the front lawn. The other house is on a corner lot and has multiple vehicles parked all over the yard-with no visible lawn maintained. Don't these homes violate "any ordinances"?? Why has nothing been done to improved the situation. Are they in foreclosure??? Hasn't enough time past for the properties to be cleaned up by the city and the citizen "billed" and "fined". I am sorry I do not have the exact addresses-but I am sure you know about them or will have no difficulty recognizing them. I would appreciate a response and explanation for the long-term acceptance of these eyesores. Thank you, Donna Hauck

Allan Hunting

POSITIVE

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**From:** Jenelle Teppen  
**Sent:** Friday, July 26, 2013 10:22 AM  
**To:** Allan Hunting  
**Subject:** FW: Front Yard Parking



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** [barb.anderson@comcast.net](mailto:barb.anderson@comcast.net) [mailto:[barb.anderson@comcast.net](mailto:barb.anderson@comcast.net)]  
**Sent:** Friday, July 26, 2013 10:15 AM  
**To:** Jenelle Teppen  
**Subject:** Front Yard Parking

Please don't allow it! It looks horrible and brings down property values.

Allan Hunting

POSITIVE

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From: Jenelle Teppen  
Sent: Tuesday, July 02, 2013 5:18 PM  
To: Allan Hunting  
Subject: FW: Front yard parking rules

Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

-----Original Message-----

From: Linda Calendar [<mailto:lindakuchera@gmail.com>]  
Sent: Tuesday, July 02, 2013 5:13 PM  
To: Jenelle Teppen  
Subject: Front yard parking rules

I'm hoping the city does not allow front yard parking. I'm reminded of an IGH resident who kept his large boat cruiser on a trailer in his front yard. The neighbors were discontent and it did take away from the tidy look that the rest of the neighborhood worked for. Front yard parking reflects less pride in ownership. Let's use Eagan's and Woodbury's rules as a model. Thanks.

Linda

Allan Hunting

POSITIVE

---

**From:** Jenelle Teppen  
**Sent:** Monday, July 29, 2013 9:03 AM  
**To:** Allan Hunting  
**Subject:** FW: Front Yard Parking Rules



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** [emgvictor@comcast.net](mailto:emgvictor@comcast.net) [mailto:[emgvictor@comcast.net](mailto:emgvictor@comcast.net)]  
**Sent:** Saturday, July 27, 2013 1:06 PM  
**To:** Jenelle Teppen  
**Subject:** Front Yard Parking Rules

I am in favor of the proposed restrictions. When people leave cars/boats in the front yard, they become eyesores.

Allan Hunting

POSITIVE

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**From:** Jenelle Teppen  
**Sent:** Tuesday, July 09, 2013 10:59 AM  
**To:** Allan Hunting  
**Subject:** FW: Front Yard Parking Rules



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** tammy [<mailto:tamljo@comcast.net>]  
**Sent:** Sunday, July 07, 2013 9:31 AM  
**To:** Jenelle Teppen  
**Subject:** Front Yard Parking Rules

Hi,

If this means getting the huge boat near 75th St and Craig Ave out of their front yard I'm all for it. Its been sitting in that same spot on the lawn for at least 3 years.

Thanks,  
Tammy Johnson

Allan Hunting

POSITIVE

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**From:** Jenelle Teppen  
**Sent:** Friday, August 23, 2013 9:54 AM  
**To:** Allan Hunting  
**Subject:** FW: Front Yard Parking ordinance



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** David Jansen [<mailto:dejansen@gmail.com>]  
**Sent:** Friday, August 23, 2013 9:54 AM  
**To:** Jenelle Teppen  
**Subject:** Front Yard Parking ordinance

Regarding the Proposed Front Yard Parking Regulations.

I am all for a ban on parking in front yards other than on a driveway.

David Jansen  
Argenta Trl.

Allan Hunting

POSITIVE

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**From:** Jenelle Teppen  
**Sent:** Tuesday, October 01, 2013 1:58 PM  
**To:** Allan Hunting  
**Subject:** FW: front yard parking



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** greg grover [<mailto:nomad277@comcast.net>]  
**Sent:** Tuesday, October 01, 2013 11:16 AM  
**To:** Jenelle Teppen  
**Subject:** front yard parking

This ordinance is long overdue.

Allan Hunting

POSITIVE.

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**From:** Jenelle Teppen  
**Sent:** Thursday, July 11, 2013 9:03 AM  
**To:** Allan Hunting  
**Subject:** FW: Front Yard Parking



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** [ckimble515@gmail.com](mailto:ckimble515@gmail.com) [<mailto:ckimble515@gmail.com>]  
**Sent:** Thursday, July 11, 2013 7:53 AM  
**To:** Jenelle Teppen  
**Subject:** Front Yard Parking

I would love to have this go through, its horrible and tacky looking. Looking at a huge boat in the front yard. Please pass it. Thank you

PARK VEHICLES ON THE SIDE OR BACK LOT AREA OF THE PROPERTY,  
THERE SHOULD BE NO REASON THEY COULD NOT COMPLY.

\* indicates required fields.

POSITIVE

The following form was submitted via your website: Contact Us

Name: VONNA EARIXSON

Address: 7126 CLAY AVENUE

City: INVER GROVE HEIGHTS

State: MN

Zip Code: 55076

Home Phone: 6514509677

Daytime Phone: 6514509677

Email Address: [FLORABYVONNA@GMAIL.COM](mailto:FLORABYVONNA@GMAIL.COM)

Administration: Administration

Comments: REGARDING CITY COUNCIL CONSIDERING FRONT-YARD PARKING RULES, THE INSIGHTS PUBLICATION REQUESTED FEEDBACK VIA THIS WEBSITE, BUT DIDN'T INDICATE EXACTLY WHERE, SO I'M AM USING THIS FORMAT. I AM VERY MUCH IN FAVOR. I HAD A NEIGHBOR WHO PARKED THREE LARGE (CABIN CRUISER SIZE) BOATS ON TRAILERS IN HIS FRONT YARD FOR YEARS. THIS WAS A HUGE EYESORE, AND WHEN I FINALLY CALLED THE CITY FOR INFO, (BECAUSE HE STARTED OUT WITH JUST ONE, BUT ADDED TWO MORE BOATS IN SUBSEQUENT YEARS. POSSIBLY HE WAS "STORING" THEM FOR FRIENDS EVEN) I WAS TRULY SHOCKED TO FIND OUT THERE WERE NO LAWS REGARDING THIS. I LIVE IN A WORKING CLASS NEIGHBORHOOD WHERE THE PROPERTIES ARE CERTAINLY NOT SHOWCASE HOMES, BUT MANY OF US WORK HARD TO MAKE OUR HOMES LOOK AS NICE AS WE CAN. IF A PROPERTY OWNER HAS THE OPTION TO PARK VEHICLES ON THE SIDE OR BACK LOT AREA OF THE PROPERTY, THERE SHOULD BE NO REASON THEY COULD NOT COMPLY.

Additional Information:

Form submitted on: 7/2/2013 2:37:15 PM

Submitted from IP Address: 67.6.31.106

Referrer Page: <http://www.ci.inver-grove-heights.mn.us/>

Form Address: <http://www.ci.inver-grove-heights.mn.us/Forms.aspx?FID=42>

POSITIVE.

Allan Hunting

---

**From:** Jenelle Teppen  
**Sent:** Tuesday, August 06, 2013 3:53 PM  
**To:** Allan Hunting  
**Subject:** FW: Front-Yard Parking Rules



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

---

**From:** Swaser, Chris [[mailto:chris\\_swaser@uhc.com](mailto:chris_swaser@uhc.com)]  
**Sent:** Tuesday, August 06, 2013 3:24 PM  
**To:** Jenelle Teppen  
**Subject:** Front-Yard Parking Rules

I fully support the banning of front-yard parking! Thank you for finally tackling this so that our community looks better. Allowing these vehicles, trailers, boats, RV's campers, etc. to be stored in the back yard is more than fair and generous in my opinion as I'd like to see them not in the yard at all!

Chris Swaser  
7464 Clay Ave E  
Inver Grove Heights, MN 55076

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Allan Hunting

POSITIVE

---

**From:** Jenelle Teppen  
**Sent:** Tuesday, August 27, 2013 11:43 AM  
**To:** Allan Hunting  
**Subject:** FW: Front yard parking and other improvements to out community

Here's another comment on the parking – I'll respond to her other comments.



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

---

**From:** Taylor, Karen [<mailto:Karen.Taylor@chsinc.com>]  
**Sent:** Monday, August 26, 2013 10:26 AM  
**To:** Jenelle Teppen  
**Subject:** Front yard parking and other improvements to out community

Thank you for finally considering putting a stop to parking in front yards. I would like to see you take it a step further and ban parking in side and backyards as well. Storing boats, campers, in yards should be discontinued.

How about cleaning some of the trailer homes in the Skyline trailer park along Concord?

Also, cats should be licensed the same as dogs and allowed outside on your own property. We have had many cats roaming our yard of which we have taken in three the past few years. The roaming cats urinate on our house and outdoor furniture along with killing song birds including a bluebird in our yard this summer

Thank you.

Karen Taylor  
8815 River Heights Way  
[Karen.taylor@chsinc.com](mailto:Karen.taylor@chsinc.com)

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Allan Hunting

POSITIVE

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From: Jenelle Teppen  
Sent: Friday, July 12, 2013 8:54 AM  
To: Allan Hunting  
Subject: FW: Drive way parking regs

Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

-----Original Message-----

From: Doug Kuchera [<mailto:d.kuchera@comcast.net>]  
Sent: Friday, July 12, 2013 8:39 AM  
To: Jenelle Teppen  
Subject: Drive way parking regs

Excellent idea to move forward with. Motor homes, large water craft ( over 18 feet) RV camping trailers , belong in some type of storage outside of a resident driveway or front of home.

Also construction trailers, equipment commercial trucks again should not be allowed in residential driveways let alone parked in yards which we see commonly in IGH. There is a simple way to look at it if it's not need for the upkeep of the home should it be there?

I don't recall many of these in Woodbury or Eagan, but they are all over IGH. There is also a different perspective , this is our property and we should be able to park what we own on it. The problem arises when you have a great neighborhood and one person has construction equipment setting in their yard or stores his 26' boat in his front yard over winter, it will drive down the desirability of the neighborhood, the city which is reflected in housing values.

Make the ordinance tough , promote it for six months then enforce it.

Thanks

Doug Kuchera

Allan Hunting

NEGATIVE

**From:** Jenelle Teppen  
**Sent:** Thursday, August 22, 2013 8:26 AM  
**To:** Allan Hunting  
**Subject:** FW: Yard Parking



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

---

**From:** Olin, Jolin [<mailto:jolin@tcfbank.com>]  
**Sent:** Wednesday, August 21, 2013 4:20 PM  
**To:** Jenelle Teppen  
**Subject:** Yard Parking

I believe it should be up to the home owner-  
If the vehicles become an eyesore- then that is a different subject, but I have a small child and when I go to the grocery store or come in and out of town, occasionally I will pull up into my yard to shorten the distance that I have to load or unload my vehicle( we have many stairs and a hill), I would not want to park there every day- but on occasion, it is a matter of convenience.

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NEGATIVE

Allan Hunting

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**From:** Jenelle Teppen  
**Sent:** Monday, July 22, 2013 8:30 AM  
**To:** Allan Hunting  
**Subject:** FW: Proposed Front Yard Parking Regulations



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** Dave Ehrenkrook [<mailto:Dave@ehrenkrook.com>]  
**Sent:** Thursday, July 18, 2013 12:17 PM  
**To:** Jenelle Teppen  
**Subject:** Proposed Front Yard Parking Regulations

With Regard to the article listed below.

I do not have any objections to vehicles being parked on the lawn in IGH. I do not believe an ordinance should be put into place to prevent a homeowner to do this. Who am I to try and control what someone else does on their own property.

This is why I moved to IGH and not Woodbury.

If you have any questions or concerns, please feel free to contact me,

thank you,

Dave Ehrenkrook  
IGH Resident

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**Proposed Front Yard Parking Regulations**

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Allan Hunting

NEGATIVE

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**From:** Jenelle Teppen  
**Sent:** Tuesday, August 27, 2013 8:25 AM  
**To:** Allan Hunting  
**Subject:** FW: Proposed Front Yard Parking Regulations



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

---

**From:** [mrhayd@comcast.net](mailto:mrhayd@comcast.net) [<mailto:mrhayd@comcast.net>]  
**Sent:** Monday, August 26, 2013 11:57 PM  
**To:** Jenelle Teppen  
**Subject:** Proposed Front Yard Parking Regulations

Stop the over governing for the sake of governing. Leave our yards alone!! I know what we the people say means nothing to the elected though.

H. Clark . IGH

Allan Hunting

NEGATIVE

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**From:** Jenelle Teppen  
**Sent:** Wednesday, July 03, 2013 8:20 AM  
**To:** Allan Hunting  
**Subject:** FW: front-yard parking rules



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** Rodney Herbison [<mailto:rherbison@colwsp.org>]  
**Sent:** Tuesday, July 02, 2013 10:14 PM  
**To:** Jenelle Teppen  
**Subject:** ref: front-yard parking rules

In the July/August 2013 Insights newsletter, feedback was requested on the consideration of restricting front-yard parking.

I would be opposed to any restrictions to property owners use of their property unless their is a safety consideration.

--

Rodney R. Herbison  
651-451-3832 ext 103  
[rherbison@colwsp.org](mailto:rherbison@colwsp.org)

Allan Hunting

NEGATIVE

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**From:** Jenelle Teppen  
**Sent:** Tuesday, July 09, 2013 10:59 AM  
**To:** Allan Hunting  
**Subject:** FW: front yard parking rules



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** Judy LeMire [<mailto:jlemire@inverhills.mnscu.edu>]  
**Sent:** Monday, July 08, 2013 7:23 AM  
**To:** Jenelle Teppen  
**Subject:** front yard parking rules

I am not sure how this is different than what we now have. Parking items that WORK and are licensed on paved driveways obviously is fine. It is my understanding "work" has always been acceptable on paved driveways but unfortunately, this does not seem to be understood by many in the city already.

I would like to hear from someone on this.

Judy LeMire

Negative

Allan Hunting

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**From:** Jenelle Teppen  
**Sent:** Friday, July 05, 2013 8:57 AM  
**To:** Allan Hunting  
**Subject:** FW: Front yard parking rules



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** michael gartner [<mailto:mdgartner@comcast.net>]  
**Sent:** Thursday, July 04, 2013 5:16 PM  
**To:** Jenelle Teppen  
**Subject:** Front yard parking rules

I'm opposed to any unnecessary rules and regulations regarding what people can do with their property. We don't need the government telling people where they can park in their yards or on their property. What possible effect could someone parking a car on their grass have on anyone else? Or on the city? Because some nosy neighbor thinks it looks tacky? They should worry about their own property and this council should worry about important issues that really matter. Do you think everyone can afford to pave more of their yard? Some people throw down a little rock to add a parking spot next to their driveway. Or park a car next to their driveway on the grass. This effects nothing. Thank you.

Michael Gartner

Allan Hunting

NEGATIVE

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From: Jenelle Teppen  
Sent: Wednesday, July 10, 2013 8:08 AM  
To: Allan Hunting  
Subject: FW: Front Yard Parking Regs

Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

-----Original Message-----

From: Laura Burns [<mailto:laura@laura-burns-photography.com>]  
Sent: Tuesday, July 09, 2013 9:00 PM  
To: Jenelle Teppen  
Subject: Front Yard Parking Regs

To whom it may concern-

I saw this article and followed the links to comment on front yard parking regulations in the city, to prohibit vehicles from being parked in such places. I would like to comment that, at least in our yard, you can't park on the side, or in the back of the yard due to the grading of our lot. We park in our front lawn with our travel trailer for approximately 48 hours before and after camping trips. It is best here because our driveway is steeper and not very long, we can more easily plug out RV in for power, trips in and out of the house are quicker and it keeps us parking our cars in the street. If you decide to ban front yard parking, please allow for 48 hours of temporary parking for cleaning/loading/unloading of vehicles. Anything more than that is then storage or long-term parking.

But quite honestly, if the neighbors don't care and don't complain, why should the city? Do we seriously need a law or rules for this?

Regards,  
Laura Burns

Allan Hunting

NEGATIVE

**From:** Jenelle Teppen  
**Sent:** Monday, July 29, 2013 9:02 AM  
**To:** Allan Hunting  
**Subject:** FW: front yard parking ban



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

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**From:** [twillett@q.com](mailto:twillett@q.com) [<mailto:twillett@q.com>]  
**Sent:** Friday, July 26, 2013 11:00 PM  
**To:** Jenelle Teppen; Jenelle Teppen  
**Subject:** front yard parking ban

I am opposed to this front yard parking restriction. What if someone owns a house with a single car tuck under garage and single driveway, where would that person park a boat or second car if he cant afford to expand his driveway or if the city doesnt let him? What if you live out in the country? We have enough bans, resrtictions and permit fees! STOP IT !

Timothy Willett

Allan Hunting

NEUTRAL

---

**From:** Jenelle Teppen  
**Sent:** Friday, July 05, 2013 8:57 AM  
**To:** Allan Hunting  
**Subject:** FW: Front yard parking rules



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

---

**From:** Dody Sobaszkiewicz [<mailto:dodysobas@gmail.com>]  
**Sent:** Friday, July 05, 2013 7:30 AM  
**To:** Jenelle Teppen  
**Subject:** Front yard parking rules

I have concerns about the front yard parking rules. I feel the whole yard should be addressed, side yard and back yard as well. If residents are not able to park in the front yard, they will move them to the side or back yard. I personally do want to see my neighbors vehicles, boats, trailers, etc in the back yard. our neighbors things in the backyards.

If you look at other cities, this seems to be the norm:

<http://library.municode.com/index.aspx?clientId=14152>

Thank you.

Dody Sobaszkiewicz  
7775 Boyd Avenue  
Inver Grove Heights, MN55076  
651-592-2010

Allan Hunting

NEUTRAL

---

From: Jenelle Teppen  
Sent: Wednesday, July 03, 2013 6:58 PM  
To: Allan Hunting  
Subject: Fwd: Parking Regulations

Sent by Sprint from my Galaxy Tab

----- Original message -----

From: Karen Pietruszewski <[ighpetas@comcast.net](mailto:ighpetas@comcast.net)>  
Date: 07/03/2013 1:09 PM (GMT-06:00)  
To: Jenelle Teppen <[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)>  
Subject: Parking Regulations

I personally don't care if the surface next to the driveway is paved or not. I'd much prefer they keep it parked on their property. We have a neighbor that parks a large boat on the street in front of their driveway for a good part of the year. I don't understand why this has been allowed. Aren't parked cars ticketed after so many days if they are not moved? The boat is an obstruction and kids in the neighborhood have already knocked out the stop behind the wheel causing damage to another neighbor's tree. This is dangerous and someone is going to get hurt.

Karen Pietruszewski  
6911 Casper Avenue East

Allan Hunting

NEUTRAL

---

From: Jenelle Teppen  
Sent: Tuesday, September 10, 2013 8:35 AM  
To: Allan Hunting  
Subject: FW: Proposed Front Yard Parking Regulations

Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

-----Original Message-----

From: Chetly fmknow [<mailto:chetlymn@yahoo.com>]  
Sent: Tuesday, September 10, 2013 4:40 AM  
To: Jenelle Teppen  
Subject: Proposed Front Yard Parking Regulations

This ordinance could cause a problem for homeowners during the winter months. My house had a narrow driveway leading to the garage, and we had to park one vehicle on the grass during the winter (restricted parking) months. I've since repaved the driveway and added parking for two vehicles. This new law would create a problem for families in rented houses, and those with limited incomes.

I think the trade-off needs to be a relaxing of the winter parking restrictions, with special overnight parking permits for those who need them. An alternative might be for the city to contract with the local blacktop companies, and add an assessment to the homeowners property taxes if the homeowner needs an expanded driveway. Laws like this one create too much of an opportunity for price-gouging on the part of the blacktop companies.

If folks are creating an eyesore with their numerous vehicles, then maybe they should be dealt with, rather than causing a hardship for the numerous families this new law might be impacting.

Chet Harris  
70048 Delaney Ave  
I.G.H. , MN 55076

Allan Hunting

NEUTRAL

**From:** Jenelle Teppen  
**Sent:** Monday, September 09, 2013 8:02 AM  
**To:** Allan Hunting  
**Subject:** FW: proposed front yard parking ordinance



Jenelle Teppen  
Assistant City Administrator  
City of Inver Grove Heights  
651.450.2512  
[jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org)

---

**From:** [mtkach@q.com](mailto:mtkach@q.com) [<mailto:mtkach@q.com>]  
**Sent:** Sunday, September 08, 2013 11:52 PM  
**To:** Jenelle Teppen  
**Subject:** proposed front yard parking ordinance

To whom this may concern:

I am writing to voice my concern for the record, regarding a proposal to ban parking on unpaved surfaces in front yards. I understand why this may be appealing to some Council members and city staff, however, I would like to suggest that a more flexible ordinance/rule be used to manage the concerns the City is trying to address versus an outright ban. Just for the record, I'm not keen on front yard parking of cars, trucks, boats, campers, trailers, etc., but I think we should be thoughtful in how we approach this. It may seem like a small issue, but it's the small things that add up to make or break a community's quality of life.

Some reasons to not require cars parked in the front yard of a home be on a paved surface:

1. Due to economic challenges, many people now have adult children and their spouses living with them for a period of time and additional cars are therefore in need of a parking space, either on their property or on the street. In the winter and year-round on many major streets, parking and/or overnight parking is not allowed.
2. As residents "age in place" caregivers living in the home or visiting home care workers need a place to park. Many older homes, where a lot of our elderly live, have smaller driveways and parking areas that can't always accommodate additional vehicles.
3. In the winter, overnight street parking is not allowed. Some households will move some of their cars to an "off tarmac" surface, so that snow plowing contractors can plow their driveways, oftentimes, a gravel area or frozen yard spot is used to park vehicles. This seems like a reasonable option, given the temporary nature of this parking.
4. In order to minimize our front yards from looking like used car lots, it seems reasonable to require vehicles that are parked in front of a building, to have current registration and be operable.

I would urge the Council to be cognizant of unintended consequences of requiring more paved areas in our residential neighborhoods. Inver Grove Heights is part of the east metro area "heat island" and we already are subject to warmer evening temperatures in summer months; than more rural communities and communities west of the metro area. This is likely to get worse over the next few decades. Paving our lawns, even within the

impervious surface limits of existing ordinances, makes our homes and residential streets hotter, longer during the summer. On poor air quality alert days, according to the MN Department of Health, warmer, muggier air puts our elderly, infant and asthmatic populations at risk for illnesses and increased emergency room visits and hospitalizations.

Is front yard parking really that much of a problem in this city as compared to speeding on our roads, people running stop signs and stop lights, loud vehicles, a lack of sidewalks and safe crosswalks throughout the City, especially on busy streets? Maybe we should focus on areas that have the potential to result in real harm and not focus so much on visual pollution. If you want to get rid of visual pollution in the city, there are plenty of opportunities to do that. Banning cars from parking on lawns probably doesn't top that list.

Thank you for your consideration of this matter.

Sincerely,  
Mary T'Kach  
7848 Babcock Trail

## Allan Hunting

---

**From:** Laura Burns [Laura@Laura-Burns-Photography.com]  
**Sent:** Wednesday, March 05, 2014 9:19 PM  
**To:** Allan Hunting  
**Subject:** Front Yard Parking

Mr. Hunting-

I have a question and suggestion for your front yard parking restriction. First, would it be ok to park an RV or vehicle in the front yard for a 48-hour period for cleaning/restocking purposes? For us, our water hook up is on the side of the house (not the front) and so parking on the grass allows us to fill our water tank and wash the bugs off more efficiently. We cannot access the backyard (too little room, too steep a grade) and our side yards do not allow for us to put our RV there at any time (retaining wall one side, steepness, and narrow on the other).

Additionally, when we clean our camper, we'd prefer the water go to the grass than be instant run off to the city gutters. If this is NOT currently ok as it's written, could you give a little grace to those of us with few other options?

The reason I request 48 hours is this: if you maximize your trip and pull in late on Sunday...this gives you time to sleep and get it clean and get your RV back to storage (or on the driveway). It's really not that much of an inconvenience to anyone else, and it's a temporary issue if it's 48 hours.

Laura Burns  
Resident, taxpayer, concerned citizen.  
651-235-9622

## Allan Hunting

---

**From:** Julie Nath [rjnath@comcast.net]  
**Sent:** Thursday, March 06, 2014 9:32 PM  
**To:** Allan Hunting  
**Cc:** George Tourville; Rosemary Piekarski-Kreçh; Tom Bartholomew; Jim Mueller; Dennis Madden  
**Subject:** Front-Yard Parking Restrictions

I read the article about front-yard parking restrictions in the City of Inver Grove Heights Insights flyer and would like to express my thoughts about the subject. I think it's a great idea to have this proposed parking restriction in place. I have a neighbor that parks and stores cars, boats, trailers, etc. all over his front yard. It's a terrible eye sore. I also see other properties with boats and vehicles stored on front lawns, which I think looks terrible. Front lawns are not meant to store our excess vehicles and "recreational toys". I hope this ordinance passes and will be enforced soon.

Julie Nath

## Allan Hunting

---

**From:** Fred Lindeman [fredpam.boyd@comcast.net]  
**Sent:** Monday, March 10, 2014 8:40 PM  
**To:** Allan Hunting  
**Subject:** Front-Yard parking restriction

Such basic consideration of others gone – now the cite has to write laws to inform people they can't have a junk yard.

Please pass the restriction.

7435 Boyd ... going on 24 years

----- Currently have two junk yards on our block -----  
-----

## Allan Hunting

---

**From:** Craig Hillegas [chillegas@gmail.com]  
**Sent:** Tuesday, March 11, 2014 8:32 AM  
**To:** Allan Hunting  
**Subject:** Re: Front Yard Proposed Parking Regulations

Thank you Allen,

I would suggest that the wording of this proposed ordinance include specifying long term parking (a month or more?) and excluding event parking.

Thanks

Craig Hillegas  
6755 Arlene Ave E  
Inver Grove Heights, MN 55077  
651 457-7846

# Insights

Important Information for Residents

## In this Issue

- Election Judges Needed .....2
- Summer Jobs Available .....3
- Protecting Water Quality .....4
- Recreation Opportunities .....5

Public Hearing April 15

## City Council Considers Front-Yard Parking Restriction

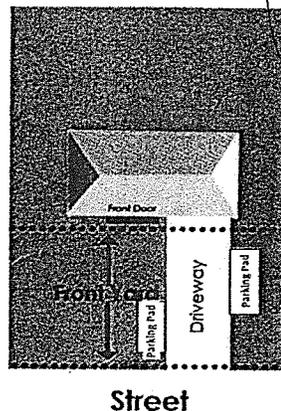
The City Council is considering rules that would allow parking of cars, trailers, boats, RV's, campers, snowmobiles/trailer, ATV/trailer, etc. in the front yard only on the driveway or other paved surface connected to the driveway.

This would not prohibit parking of these items in the front yard but would prohibit them from being parked on grass in the front yard. Parking of these items would still be allowed in the side and rear yards on grass.

The ordinance would restrict parking of vehicles and recreational vehicles on grass in the front yard and only allow parking on a driveway or parking pad next to the driveway. Parking would be allowed on the side and rear yards on grass. To ease parking restrictions during the winter months, parking of automobiles only would be allowed on unpaved areas between November 1 and March 30. Please refer the City website for the actual proposed ordinance language.

These proposed regulations do not prohibit parking of recreational vehicles; only regulates how they can be parked.

- Front yard is defined as the area between the curb or edge of street and front of house.
- No parking on grass in front yard
- Parking in front yard allowed only on a hard surface driveway or parking pad next to driveway. Applies to corner lots as well



David Petersen  
3269 th st. E.  
651-450-1021

unattended  
trailers on street  
for more than  
5 days consecutive  
or ?



Follow the City on Facebook and Twitter

The City is actively using social media to reach out to residents and business. Like us or follow us to receive timely City news and information.

A public hearing to discuss these parking regulations will be held on Tuesday, April 15 at 7 p.m. in the City Council Chambers.

If you would like more information on this topic, please contact Allan Hunting at [ahunting@invergroveheights.org](mailto:ahunting@invergroveheights.org) or 651-450-2554. The ordinance language will also be posted on the City website at [www.ci.inver-grove-heights.mn.us](http://www.ci.inver-grove-heights.mn.us).

## Business Community Town Hall, April 16

Business owners are invited to the City's Annual Business Town Hall on Wednesday, April 16 from 11:30 a.m. to 12:30 p.m. at the Veterans Memorial Community Center. Lunch is included, reservations required by calling

651-450-2513 by April 8. City staff will make brief presentations on current activities of interest to business owners and be available for questions.

## Allan Hunting

---

**From:** Keith Momper [kmomper@yahoo.com]  
**Sent:** Friday, May 02, 2014 8:54 AM  
**To:** Allan Hunting  
**Subject:** Parking

Allen,

I was at the meeting in April in regards to the parking of vehicle/recreational vehicles being parked in front yards. I have questions and concerns about this. Is there going to be a limit to the size of the recreation vehicle and a time limit as to how long it can stay in the driveway? Also I know this is just for front yard parking. I know on our street we have issues with side yard parking. I feel the city should address this as well. Neighbors seem to be adding to the pile that is already there and these recreation vehicles haven't moved in two years.

It is my understanding that you have to have five feet between property. I would like to speak to someone to get more info. I appreciate your time with this matter and I am very happy to see the city doing something about it. I know my property value is dropping I would like to see our neighborhood value go up.

Sincerely,

Allison Momper

Sent from my iPad