

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**TUESDAY, MAY 27, 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 – May 5, 2014 City Council Work Session \_\_\_\_\_  
ii) Minutes – May 12, 2014 Regular City Council Meeting \_\_\_\_\_
  - B. Resolution Approving Disbursements for Period Ending May 21, 2014 \_\_\_\_\_
  - C. Approve Resolution Accepting the MS4 Annual Report for 2013 \_\_\_\_\_
  - D. Approve Purchase of Capital Equipment \_\_\_\_\_
  - E. City Project No. 2011–08, 66th Street Improvements, Special Assessment Agreement Relating to Payment of Special Assessments for Paul Harms Property Located at 66th Street and Doffing Avenue \_\_\_\_\_
  - F. Approve Amendment No. 2 to Lease Agreement by and between the City of Inver Grove Heights and James W. Dziejewicz and April D. Dziejewicz for property located at 6549 Doffing Avenue East \_\_\_\_\_
  - G. Approve Resolution Adopting the Publication of the Summary and Title of Ordinance No. 1276 Repealing Inver Grove Heights City Code Title 4, Chapter 1, Articles A, B, C, and D related to Alcoholic Beverages and Enacting Inver Grove Heights City Code Title 4, Chapter 1 related to Alcoholic Beverages \_\_\_\_\_
  - H. 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:** Continuation of Assessment Hearing for City Project No. 2014–09D, College Trail Reconstruction and Barbara Avenue Partial Reconstruction relating to Tax Parcel 20–01600–30–015 (Roberts Funeral Home) and Consideration of Waiver Agreement and Resolution Adopting Final Assessment for Property Located at 8108 Barbara Avenue \_\_\_\_\_

**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 \_\_\_\_\_

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

**C. BIAGINI PROPERTIES:** Consider Resolution Memorializing Findings of Fact and Reasons for Denial Relating to the Land Use Requests of Biagini Properties (on behalf of Prairie Oaks Memorial Eco Gardens) for Property Located at 8225 Argenta Trail (City Planning Case No. 14-11PUD) \_\_\_\_\_

**PUBLIC WORKS:**

**D. CITY OF INVER GROVE HEIGHTS:** Consider Resolution Awarding Contract for the 2014 Pavement Management Program, City Project No. 2014-09D - College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 - Blaine Avenue Retaining Wall \_\_\_\_\_

**E. CITY OF INVER GROVE HEIGHTS:** Consider Resolution Accepting Individual Project Order (IPO) No. 19A for Additional Topographic Survey and Final Design Services for City Project No. 2014-09D - College Trail Reconstruction and Barbara Avenue Partial Reconstruction \_\_\_\_\_

**F. CITY OF INVER GROVE HEIGHTS:** Consider Resolution Accepting Proposal from American Engineering Testing, Inc. (AET) for Construction Phase Geotechnical Services for City Project No. 2014-09D - College Trail Reconstruction/Barbara Avenue Partial Reconstruction and City Project No. 2014-06 - Blaine Avenue Retaining Wall \_\_\_\_\_

**G. CITY OF INVER GROVE HEIGHTS:** Consider Resolution Accepting Proposal from Gorman Surveying, Inc. for Construction Surveying Services for City Project No. 2014-09D - College Trail Reconstruction/Barbara Avenue Partial Reconstruction and City Project No. 2014-06 - Blaine Avenue Retaining Wall \_\_\_\_\_

**H. CITY OF INVER GROVE HEIGHTS:** Consider Resolution and Four Encroachment Agreements for City Project No. 2014-06 - Blaine Avenue Retaining Wall Replacement \_\_\_\_\_

**ADMINISTRATION:**

- I. **CITY OF INVER GROVE HEIGHTS:** Consider Resolutions Assigning the Responsibilities of the Golf Course Manager to other Positions within the Parks and Recreation Department/Golf Course Division and Modifying the City's Compensation Plan for Non-Union Employees
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**FINANCE:**

- J. **CITY OF INVER GROVE HEIGHTS:** Consider Resolution Approving 2014 Budget Amendments
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**8. MAYOR & COUNCIL COMMENTS**

**9. EXECUTIVE SESSION**

- A. Preliminary Consideration of Employee Charges

**10. REGULAR AGENDA CONT.**

- A. Consider Decision with Respect to Employee Charges
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**11. 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 STUDY SESSION  
MONDAY, MAY 5, 2014 – 8150 BARBARA AVENUE**

**1. CALL TO ORDER** The City Council of Inver Grove Heights met in study session on Monday, May 5, 2014, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Community Development Director Link, Parks and Recreation Director Carlson, Public Works Director Thureen, Finance Director Smith, Chief Stanger, Fire Chief Thill, City Engineer Kaldunski, and Deputy Clerk Kennedy

**2. 2013 CAFR**

Ms. Smith stated the City contracted with Abdo, Eick, & Meyers to perform the audit for the 2013 CAFR. An unqualified (clean) opinion was issued on the City's financial statements. She stated that was the highest form of assurance that could be issued by a Certified Public Accounting Firm. She explained the auditors noted one material weakness in conducting the audit. The finding indicated that not all year-end adjustments were made related to adjusting market value of investments, allocation of investment earnings, and special assessments. She stated year-end procedures would be modified to ensure that the market value of investments was properly adjusted, investment earnings were allocated across all funds, and all special assessments were reported accurately. She noted the CAFR would be submitted to the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting, the 28<sup>th</sup> year the City will have participated in the program.

Steve McDonald, Abdo, Eick, & Meyers, explained the goal of the audit was to provide reasonable assurance that the financial statements of the City of Inver Grove Heights for the 2013 fiscal year were free of material misstatement. The independent audit involved examining evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. He reiterated that staff modified year-end procedures to address the material weakness going forward. He stated based upon the audit an unqualified opinion was issued for the City's financial statements for the fiscal year ended December 31, 2013. He noted the audit went very well in terms of the field work process.

Matt Vos, Abdo, Eick, & Meyers, summarized the contents of the CAFR. The General fund balance increased \$823,097 from 2012. The City's General fund budget was amended during the year. The final budget anticipated use of \$114,300 of fund balance due to carryover requests from the 2012 budget. Revenues were more than budget by \$788,972 and expenditures were \$198,541 less than budgeted amounts. The fund balance was 46.6% of the next year's budgeted expenditures, exceeding the minimum target established by the City of 40%. He noted the largest revenue variance was within licenses and permits, which were \$373,658 more than budgeted due to a larger demand for building permits than was anticipated. The revenues from property taxes were also more than budgeted by \$109,078. Expenditures were \$198,541 less than anticipated. He noted Public Safety expenses increased \$442,112 from 2011 to 2013. The current year increase from 2012 of \$115,864 was largely due to an increase in personnel services within the Fire department.

Mayor Tourville asked for further clarification regarding the increase in Public Safety expenses.

Ms. Smith stated a portion of the increase from 2012 to 2013 was due to the increase in state aid that was passed through to the Fire department.

Mr. Lynch explained the Council approved the addition of a full time assistant fire chief position, 5 new firefighters were hired, and the City implemented a fire inspection program that required additional hourly compensation.

Mr. Vos stated not much change occurred within special revenue funds from 2012 to 2013. He reviewed the Capital Project funds that had an overall decrease of approximately \$3.78 million. This decrease was mostly due to transfers out totaling approximately \$6.8 million, including approximately \$1.76 million to cover the golf course deficit. He summarized the debt service and internal service funds. With respect to

the internal service funds the operating receipts were sufficient to cover operating costs. The City's Enterprise funds, including the sewer and water funds, were reviewed. In both instances it was noted that although operating receipts were sufficient to cover operating costs, the City should continue to review the rates annually to ensure they are sufficient to cover all costs. He provided an overview of the Golf Course fund and noted in 2013 \$2.94 million was transferred in from other funds to pay down an interfund loan.

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., questioned where the transfer to the Golf Course to pay off the remaining debt was reported.

Ms. Smith stated the interfund loan was repaid with transfers in a separate transaction.

Mr. Vos stated all outstanding bonds were paid off at the end of 2013. He reviewed page 15 of the management letter and discussed future changes in reporting standards related to GASB 68.

Councilmember Piekarski Krech stated in past audits a lack of segregation of duties within the finance department was noted as a weakness.

Mr. Vos stated that issue was considered and it was determined that although improvements could be made in terms of hiring additional staff, the City had other procedures in place to look at and review transactions with a high level of certainty and transparency.

Mr. McDonald stated the City had compensating practices in place and they did not see it as a material deficiency or weakness.

Dian Piekarski, 7609 Babcock Trail, stated the statistical section related to principal employers in the City on page 154 of the report made it seem as though the number of employees had significantly increased since 2004. She questioned why the number of employees in 2012 was listed at 600 on page 154 and the number of full time equivalents on page 155 was listed at 124 for 2012.

Ms. Smith stated page 154 represented an estimate of all employees within City and the information on page 155 was the total of full time equivalents.

Dian Piekarski questioned where the part time or seasonal employees fell within the various departments. She reiterated it looked as though there had been a significant increase over the last nine (9) years and questioned what areas or departments were hiring the part time or seasonal employees and why. She opined that based on the information contained in the report it appeared as though the areas of culture and recreation were being supplemented more than vital services such as street maintenance.

Ms. Smith stated the culture and recreation classification included the funds for Parks, Recreation, Community Center, CVB, Park Maintenance, and Park Dedication.

Mr. Cederberg requested a balance sheet that detailed what the City paid to buy and sell stocks and the associated interest costs. He opined that a report of the pooled investment fund would show that the City spends a lot of money to buy stocks and bonds.

Ms. Smith explained she could provide Mr. Cederberg with a copy of the quarterly investment page. She noted there was not one report that detailed all of the City's investments. She explained details were provided within the notes on the financial statements.

Councilmember Bartholomew encouraged Mr. Cederberg to review page 35 of the CAFR.

Mayor Tourville stated a short presentation would be made at the meeting on May 12<sup>th</sup> prior to the Council formally accepting the reports.

### **3. NORTHWEST AREA AUAR**

Mr. Link explained the City adopted an Alternative Urban Area Review (AUAR) for the Northwest Area in 2005. The AUAR was updated in 2007 with modifications to reflect the Argenta Hills development and had not been updated since that time. He explained the AUAR was an environmental review that analyzed the impact of development on the Northwest Area and provided mitigation solutions. He stated one advantage of an AUAR was it eliminated the need for the City and individual developers to prepare environmental impact studies and environmental assessment worksheets on individual projects and developments. Staff identified the areas of the AUAR that required additional review and updating. The areas included: new sewer and water alignments based on the recent feasibility study, the zoning and land use maps, the sanitary sewer and watershed maps, incorporation of the Dakota County Transportation Roadway Visioning Study and the City initiated Collector Street Study, and incorporation of new stormwater studies and requirements. He stated the updates could be completed internally by staff. He estimated it would take approximately six (6) to eight (8) weeks to produce an addendum of approximately 4-6 pages with updated maps. He stated the City Council would review the draft updates and authorize staff to submit the AUAR to other governmental agencies for review and comment prior to final adoption.

Councilmember Piekarski Krech questioned if staff could update storm water component internally.

Mr. Link replied in the affirmative. He noted staff would review the updated studies and would not conduct any additional storm water analysis.

Councilmember Mueller questioned if there was a way to update the section of the AUAR that included the Deanovic property first.

Mr. Link stated that was what staff planned to do. He explained the updated AUAR would be completed before any of the Deanovic proposals would come before the City Council. He anticipated consideration of the Deanovic preliminary plat to occur in late summer or early fall. He noted part of the reason the updates were proposed was so Mr. Deanovic would not have to pay for an environmental review on his own.

### **4. ASSESSMENTS – 65<sup>th</sup> STREET PROJECT**

Mr. Kaldunski stated the 65<sup>th</sup> Street project had been completed and staff was preparing to conduct the assessment hearing in six (6) to eight (8) weeks. The total project cost was approximately \$5.6 million. He noted the total cost was lower than the engineer's estimated outlined in the feasibility study (\$6.7 million). He stated the City would propose to assess approximately \$2.0 million. He reviewed the other funding sources for the project. He stated a benefit analysis was performed by an independent appraiser and it was recommended that the City consider assessment caps of \$4,000 for properties on located west of Highway 52 and 5,000 for properties located on the east side of Highway 52.

Councilmember Madden questioned why there was a difference in the recommended assessment caps.

Mr. Kaldunski stated in general the properties located to the east of Highway 52 were larger lots and had higher market values than those properties to the west of Highway 52.

Mayor Tourville questioned if there were any townhomes proposed to be assessed that were located on both sides of Highway 52.

Mr. Kaldunski responded in the negative. He stated the multi-family residences on Blackhawk Trail were a special category because they had indirect access to the road. The recommended assessment cap for those properties was \$1,250.

Councilmember Piekarski Krech stated according to the map the lot sizes on the west side of Highway 52 look larger than those on the east side.

Mayor Tourville suggested that the explanation for the different caps should focus on property valuations, not lot sizes.

Mr. Kaldunski stated property valuation was the largest factor affecting the proposed assessments. He noted drainage areas were also factor.

Councilmember Piekarski Krech stated it would be helpful to know what each property was proposed to be assessed and why the assessments were different so questions could be answered prior to the public hearing.

Mr. Kaldunski stated staff prepared a draft assessment roll.

Mayor Tourville stated not many street projects in the past have had such variation in terms of the recommended assessment caps. He encouraged staff to have information ready for property owners that would clearly show property valuations and how the assessments were calculated. He questioned if it would be possible to base the assessment caps on property valuations so all properties valued over a certain amount would pay the same assessment regardless of where the property was located.

Mr. Kuntz questioned if the assessments would be higher than what was proposed if the recommended caps were not implemented.

Mr. Kaldunski responded in the affirmative. He explained calculation of the assessments per City policy yielded higher assessments.

Mayor Tourville argued that it was not 100% true that the property valuations were higher on one side of Highway 52 than the other.

Mr. Kaldunski stated the independent appraiser discussed valuation determinations with certain exceptions. As part of the benefit analysis the appraiser reviewed a number of sales to come up with the recommended assessment caps.

Councilmember Mueller questioned why some of the commercial parcels were proposed to be assessed when their properties did not even touch the area where improvements were made.

Mr. Kaldunski stated some properties were being assessed for drainage improvements only. He stated the appraiser recommended a cap of \$1 per square foot for commercial properties. He noted when the assessments were calculated in accordance with the City's policy, nine (9) out of the eighteen (18) commercial parcels would have exceeded the recommended cap.

Councilmember Bartholomew questioned if parcels 216, 217, and 218 were only charged for drainage attributed to their respective lots.

Mr. Thureen stated they would be assessed for the portion that generated storm water.

Mr. Kaldunski stated the proposed assessments for those areas that received a mill and overlay were dependent on how much of the lot drained to the road. He explained the assessments could range from \$1,000 - \$6,700 because the additional costs were related to drainage improvements. The benefit analysis recommended a cap of \$4,000 for the mill and overlay areas. He noted most would receive an approximately \$3,000 assessment for the mill and overlay improvements.

Mayor Tourville questioned the fairness of the benefit appraisal analysis. He stated those that only received a mill and overlay should not pay the same amount as those that received a full reconstruction.

Mr. Thureen stated the benefit analysis provided values for a broad range of properties to provide recommendations that would be sustainable assessments. He noted the appraiser took a conservative approach to reduce the chance of assessment appeals. He explained the appraiser also took into consideration the value of the improvement.

Mr. Kuntz questioned if the notices for the assessment hearing would outline the amount proposed to be assessed per City policy or per the recommended caps.

Mr. Kaldunski stated the notices include the proposed assessment calculated per City policy.

Mr. Thureen noted staff provided property owners with the recommended caps at the informational meeting.

Mr. Kuntz stated if the notice showed the proposed assessment based on the calculation per City policy staff could include a cover letter explaining that the Council would consider the recommended assessment caps.

Mayor Tourville agreed that if property owners were told about the cap up front it could alleviate a lot of confusion and answer questions before the hearing.

Kathy Fischer stated the legal notice detailed the assessment as per City policy. She noted a cover letter was sent to those proposed to be assessed that included the per policy assessment and the information regarding the assessment caps.

Councilmember Mueller stated the work was bid as one project and the City should be able to calculate assessments so they would be the same for everyone.

Mr. Kuntz stated staff had to calculate the assessments in accordance with the policy because the Council had not voted to approve the suggested caps. He expressed concern about advertising the assessment caps because they were not uniform.

Councilmember Piekarski Krech stated she was concerned about the lack of uniformity of the proposed assessments.

Mayor Tourville stated he still had concerns regarding the property valuations and the uniformity of the assessments.

Mr. Kuntz stated if the Council wanted staff to try to assess the same amount across the board that should be determined before the notice of the hearing was sent out. He suggested staff could find out more information from the appraiser.

Mayor Tourville questioned if the property owners on the west side of Highway 52 were told about the recommended cap of \$4,000.

Mr. Kaldunski stated they were aware of the recommended cap because it was included in the benefit analysis.

Mr. Thureen stated staff would discuss the issue further with the appraiser.

Councilmember Bartholomew questioned how much it would cost the City reduce the assessments for the single family properties on the east side of Highway 52 to \$4,000.

Mr. Thureen state many of the parcels were only being assessed for drainage.

Councilmember Piekarski Krech questioned how the assessments were calculated for the properties in the southwest corner along Blaine Avenue.

Mr. Thureen stated the assessments were calculated based on the drainage area that contributed to the system.

Mr. Kaldunski stated a majority of the parcels north of 65<sup>th</sup> Street were not getting assessed for street improvements.

Mayor Tourville suggested holding a neighborhood meeting well in advance of the assessment hearing to give people plenty of time to get their questions answered.

## **5. UTILITIES SUCCESSION PLAN**

Mr. Thureen stated with the retirement of the Utilities Superintendent staff felt it was important to develop a succession plan for the utilities division. This included a review of the current organizational structure and preparation of a plan for staffing and training to meet the division's long term needs. He stated with the

exception of the utility maintenance worker all of the remaining staff within the division would be eligible for retirement by 2021. He stated the goal was to try to promote from within in order to avoid a gap in terms of familiarity with the City's system. He noted staff did not want to affect the continuity of operations. He reviewed the recommendation to overstaff the division for a short period of time to allow for the transfer of knowledge from experienced staff. He outlined the certification requirements to maintain the City's water and sanitary sewer systems and stated it would be ideal to always have at least two (2) employees certified at once. He provided an overview of the 2014-16 timetable that identified targets to deal with the training needs of employees within the division. He recommended that the vacant Utilities Superintendent position be filled by Dan Helling and, as a result, Dan McManus would be promoted to the lead worker position. He also recommended the creation of a new position (Water Treatment Plant Operator) that would focus (full-time) on the operation and maintenance of the Water Treatment Plant. He explained the proposed succession plan would allow the City to maintain operational continuity through the upcoming retirements.

Councilmember Piekarski Krech opined that the City spent a lot of money on training for employees. She suggested tying wages and advancement opportunities into obtaining training and a commitment to stay with the City for a certain period of time.

Mayor Tourville questioned if the education reimbursement policy would apply.

Mr. Lynch stated the policy did not apply to training for regular or normal requirements of the job. The costs associated for required training were part of the department's operating budget.

Mr. Thureen stated the City needed to have their employees properly trained and competent for management of the system.

Councilmember Piekarski Krech stated the City may need to consider hiring people who already have the necessary training. She questioned how the City was incentivizing employees to stay and promoting longevity. She stated she did not want to spend money on training employees and then have them leave to work somewhere else.

Jim Sweeney, Utilities Superintendent, explained the training was geared towards water/wastewater operations and was based on a combination of years of experience working within the system and passing the required exams to obtain certification. He stated the department had always encouraged continuing education in order to promote from within. He noted the reward for the employee would be advancement within the division and the organization.

Councilmember Piekarski Krech questioned what the incentive was for employees to stay with the City once they reach the top of the pay scale. She stated she wanted to retain the best people and make sure the City had the quality employees in place to maintain service levels.

Mr. Lynch stated one of the reasons the City performed market rate comparison studies was to ensure that the pay scale was competitive and in line with other similar communities.

Councilmember Mueller questioned if the plan was to hire someone to help cover the gap in terms of experience.

Mr. Thureen stated he hoped to find someone with a higher level of licensure to get back to full staffing levels within the division.

Mr. Sweeney explained the plan involved potentially hiring three (3) individuals over the next three (3) years. Within that plan there was the potential to hire one (1) with advanced experience.

Councilmember Bartholomew questioned what level of licensure the internal candidates for advancement possessed.

Mr. Sweeney stated one employee currently had "D" level licensure and one had "C" level licensure.

Councilmember Bartholomew questioned what would happen if they did not obtain the level of licensure

the City desires.

Mr. Sweeney stated the City would have to consider hiring an operator with “A” level licensure from outside the organization.

Mr. Thureen stated he did not foresee that being a concern based on the people in place.

Councilmember Mueller questioned if the division had benchmarks in place to ensure certain licensure levels were obtained within specific time frames.

Mr. Thureen stated that had not been a requirement for advancement in the past.

Mr. Sweeney reiterated that the City had always encouraged employees to obtain licensure.

Mayor Tourville suggested more discussion was needed regarding the overstaffing plans.

Councilmember Piekarski Krech stated the current employees needed to start training because they could not wait until the others retire.

Mr. Sweeney stated one factor in training is actual time working in the system.

Mayor Tourville stated the staffing levels would be dictated by budget decisions.

Councilmember Bartholomew clarified the plan would be to hire an individual with a “C” level of licensure in the fourth quarter of 2014.

Mr. Thureen stated the idea was to hire someone who was a little further advanced in terms of licensure.

Councilmember Bartholomew questioned why the City would not seek someone with the “A” level of licensure.

Mr. Sweeney stated someone with a class “C” license would be an employee who was still relatively inexperienced. He explained it would be difficult to find someone with a class “A” license because the majority of people with a class “A” or “B” license were more oriented towards water treatment. He noted the idea was to promote from within the organization.

Mayor Tourville stated he would be concerned with hiring an individual with a higher level of licensure than the current employee in the position.

Mr. Lynch explained with Mr. Sweeney’s retirement the City needed to have someone in charge of the Utilities division. He stated Mr. Thureen recommended appointing Dan Helling to serve as “acting” superintendent for a period of time to give him the opportunity to function in that role.

## **6. DOG PARK**

Mr. Carlson reviewed the criteria that had previously been discussed a dog park. A fenced area 10-20 acres in size with adequate off-street parking for 15-20 cars and gently rolling terrain. The cost would vary depending on the site chosen and the amenities on the site. The cost was estimated to be \$200,000-\$400,000. He noted it would also add to the costs for parks maintenance and capital improvements. He stated the Parks and Recreation Commission recommended that the City consider utilizing the property known as the Gun Club site.

Councilmember Madden suggested that staff consider something similar to the dog park in South St. Paul. He stated the scope of the plans could be pared down to reduce the cost significantly. He opined all that was needed was an open area with a fence and portable bathrooms. He stated there was no water, trail or other amenities at the South St. Paul dog park. He explained the amenity would not be just for dogs because it also promoted interaction amongst citizens. He questioned how much the City of South St. Paul spent on their dog park. He reiterated it did not have to be fancy and felt the costs could be reduced because the estimated price range seemed unreasonable.

Councilmember Bartholomew questioned if staff had investigated the insurance requirements or the

exposure risks for the City.

Mr. Carlson stated staff could contact the League of Minnesota City insurance trust for information.

Councilmember Madden stated when a person registers to use the South St. Paul dog park they have to sign a waiver assuming responsibility for their animals.

Councilmember Piekarski Krech stated she was concerned about the initial and ongoing maintenance costs. She questioned who would make sure the dogs were licensed and immunized.

Mayor Tourville stated people generally policed themselves at the South St. Paul dog park. He suggested sending the item back to the Parks and Recreation Commission to establish minimum standards and consider site options.

Councilmember Piekarski Krech stated she would be in favor if there were volunteers willing to build and maintain the dog park. She explained her preference would be not to use the land purchased from the State.

Councilmember Mueller stated the issue should be put on hold because the City did not have the money.

Councilmember Madden opined it would be nice to have an amenity in the parks system for those who did not use the parks and trails.

Mayor Tourville stated there was enough support from citizens who would see a dog park as an amenity to move forward with more discussion by the Parks and Recreation Commission.

## **7. ADJOURN**

**The meeting was adjourned at 10:15 p.m.**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, MAY 12, 2014 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, May 12, 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, City Engineer Kaldunski, City Planner Hunting, and Deputy Clerk Kennedy

**3. PRESENTATIONS:** None.

Mayor Tourville stated the applicant for Item 7D requested to be moved up on the agenda because he had to leave for work.

The Council agreed to consider Item 7D after Item 7B.

**4. CONSENT AGENDA:**

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., requested that items 4F, 4G, and 4H be removed from the Consent Agenda.

- 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 No. 14-54** 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
- I. Approve Contract with Inspec to Investigate Water Intrusion
- J. **Resolution No. 14-58** Approving an Agreement relating to Certificate of Occupancy for Lot 1, Block 1, Schlomka First Addition
- K. Schedule Public Hearing
- L. **Resolution No. 14-59** Changing the Polling Location in Precinct #9
- M. Personnel Actions

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

**Ayes: 5**

**Nays: 0      Motion carried.**

- 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 80<sup>th</sup> Street to Concord Boulevard

**Motion by Madden, second by Bartholomew, to adopt Resolution No. 14-55 Accepting Proposal from American Engineering Testing (AET) for Geotechnical Testing Services for the 2015 Pavement Management Program**

**Ayes: 5**

**Nays: 0      Motion carried.**

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., questioned why the City did not receive more than one bid for the testing and engineering services.

Mr. Thureen explained four years ago the City established a technical consulting pool to provide staff with the flexibility to approach individual consultants for certain professional services. He stated with respect to Item 4G the recommended consultant was involved in previous work within Arbor Pointe and the College Trail project and were familiar with the history of the area. With respect to Item 4F staff selected American Engineering Testing because they had worked with the City on previous reconstruction projects.

Mayor Tourville stated bids were taken for the various professional services when the pool of consultants was established.

Councilmember Piekarski Krech noted the process of selecting from the consultant pool could only be used for contracts under a certain dollar amount.

James Loveland, VP of Arbor Pointe Master Association Board of Directors, encouraged the Council to approve Item 4G. He stated the Board had been increasingly asked by residents in the development to take action to get Broderick Boulevard reconstructed.

**Motion by Madden, second by Bartholomew, to adopt Resolution No. 14-55 Accepting Proposal from American Engineering Testing (AET) for Geotechnical Testing Services for the 2015 Pavement Management Program and Resolution No. 14-56 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 80<sup>th</sup> Street to Concord Boulevard**

**Ayes: 5**

**Nays: 0      Motion carried.**

**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

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., stated the agreement would reduce the proposed assessment for the College by quite a bit. He questioned how the agreement would affect the assessment roll for the project and how the City would recover the difference between the proposed assessment and the amount agreed upon.

Mayor Tourville explained the City considered entering into the assessment agreement because State agencies do not necessarily have to pay assessments at all. In this instance the college agreed to pay a negotiated amount for the improvement project.

Mr. Thureen explained the college had the ability, per statute, to decide whether or not to participate. Staff calculated the proposed assessment based on City policy. During the project development process staff approached representatives from the college with a design that required fewer easements from the college, but overall was a more expensive design that required substantial retaining walls. After further discussion, staff proposed that the cost of the project could be reduced if the college granted easements to allow grading of the slopes to eliminate the need for the retaining walls. Additionally, the agreement would also grant the City easements over certain ponding areas for storm water management purposes. Considering the benefits gained by the City, staff felt the negotiated assessment amount was reasonable. He noted the total amount proposed to be assessed for the project would not change. The difference would be paid with Pavement Management funds.

Mayor Tourville opined the assessment agreement was a benefit to the City.

Councilmember Piekarski Krech reiterated that without the agreement the college could have paid nothing for the project.

**Motion by Bartholomew, second by Madden, to adopt Resolution No. 14-57 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**

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:** None.

**6. PUBLIC HEARINGS:**

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

Mr. Kaldunski reviewed the project area and the improvements that were completed. He stated an informational meeting was held for the property owners proposed to be assessed. Two (2) property owners attended, Paul and Joe Harms. He noted a letter of objection was received from the Harms'. The total project cost was \$599,561.82 and the City proposed to assess \$246,404.64. The project costs were slightly higher than the engineer's estimate due to high bituminous costs and unforeseen rock excavation. The final assessments were adjusted by utilizing turn-back funds, water funds, and sewer funds to offset the costs of the additional rock excavation that was required to complete the project. The adjustments maintained the final assessments at or below the estimates outlined in the project feasibility report. The proposed final assessments were below the \$1 per square foot special benefit ceiling recommended by the independent appraiser for commercial and industrial parcels.

Joe Harms, 4455 66<sup>th</sup> St. E., presented the Council with a request to reduce the cost of the proposed assessment for their property. The reduction was requested because the Harms' funded the extension of utilities to serve the marina in 1992 via a 300 foot line from Doffing Avenue along 65<sup>th</sup> Street. The extension was designed so the trunk line would service the lots that are proposed to be assessed. It was noted that the extension was built in 1992 because at that time it was not even an option to have utilities extended to the marina. He opined the utility extension that was completed as a part of the current project was only done to get service to the trailhead facility being constructed by the City and County. He requested that the water and sewer portion of his assessment be removed.

Councilmember Piekarski Krech questioned what was included in the overlay assessment.

Mr. Kaldunski stated the overlay assessment included all street improvements that were done to road. He noted Mr. Harms was given a credit in the amount of \$8,129.74 for the additional rock excavation work. The proposed assessment for water and sanitary sewer improvements was \$10,791.40. If the Council chose to remove the assessment for the water and sanitary sewer improvements the difference between the proposed assessment and the credit that was applied, \$2,661.66, would be subtracted from the overlay assessment. The total assessment for the property would be \$23,860.92.

Councilmember Piekarski Krech questioned if the property owner's contention was correct that their property did not benefit from the sewer and water improvements.

Mr. Kaldunski stated from an engineer's perspective the property did benefit from the sewer and water improvements. He noted that was ultimately a question to be answered by the City Council. He opined the proposed assessment was reasonable considering the utilities were extended past their buildable, commercial property.

Mayor Tourville stated in the past the Council had deferred portions of assessments until such time that the property is developed and utility connections are established.

Mr. Kaldunski noted the City was also reviewing a request to consider a senior citizen deferment.

Councilmember Piekarski Krech suggested deferring the water and sewer assessments until the lots are developed.

**Motion by Piekarski Krech, second by Mueller, to receive letter dated May 6, 2014 from Paul Harms****Ayes: 5****Nays: 0      Motion carried.**

Paul Harms, 4455 66<sup>th</sup> St. E., explained at the time the water and sewer line was installed to serve the marina the capacity was not sufficient to extend the utilities at the location that was used for the recent project. Two additional lateral lines had to be installed along 65<sup>th</sup> Street to get service to the marina. He reiterated they requested the reduction because they put in the lines to utilities to their property. Mayor Tourville questioned if the line that was installed in 1992 served the two pieces of property in question.

Mr. Kaldunski stated that was a private system and he did not know if there were connections to serve the properties in question.

Mr. Harms stated they could connect through the water and sewer line that was installed in 1992.

Mr. Kuntz explained the Council could assess the total amount of \$26,522.58 with the condition and understanding that the City attempt to reach an agreement with the Harms family to convert the utility assessment into a connection fee payable at the time of connection to the system. If an agreement was reached the remaining assessment for the road improvements would be certified to the County and the agreement would be recorded against the property.

Mr. Harms clarified the City would assess him for the road improvements now and the assessment for the utilities would be a connection fee payable at the time of development.

Mr. Kuntz replied in the affirmative.

Mr. Harms agreed to the option presented by the City Attorney to convert the proposed sewer and water assessment into a connection fee payable at the time of development of the property.

**Motion by Bartholomew, second by Madden, to close the public hearing.****Ayes: 5****Nays: 0      Motion carried.**

**Motion by Madden, second by Piekarski Krech, to approve Resolution No. 14-60 adopting the Final Assessment Roll for 2012 Pavement Management Program, City Project No. 2011-08, 66<sup>th</sup> Street Improvements (Concord Boulevard to the Swing Bridge Pier) with the condition that the City try to reach an agreement with Paul Harms to defer the water and sewer assessments for PIN# 203650034181 and make them payable at the time of connection**

**Ayes: 5****Nays: 0      Motion carried.****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**

Mr. Kaldunski reviewed the proposed project area. He stated the project would be completed over the summer. He noted the City received favorable bids for the project and the Council would consider awarding a contract at a future meeting. A neighborhood informational meeting was held on April 30<sup>th</sup> and five (5) residents attended. The total estimated project cost was \$3,521,442. The total amount proposed to be assessed was \$1,065,959, roughly 30% of the total project costs. A benefit appraisal analysis was completed and the proposed assessment roll included the assessment caps recommended by the appraiser. The funding sources for the project included State aid, Pavement Management Fund, special assessments, a grant from Dakota County Soil and Water, water fund, and the sewer fund. He stated a majority of the property owners were proposed to be assessed \$7,000, the cap recommended by the appraiser in the benefit analysis. He noted the parcels owned by Arbor Pointe Golf Club and the Lashenko Trust were proposed to be assessed at the equivalent of four (4) single family lots. Assessment agreements were reached with Inver Hills Family Housing and Inver Hills Community College. He stated in all instances the proposed assessments were at or below the recommended caps.

Alan Kellogg, 8275 College Trail, proposed that the interest start accruing upon completion of the project or on January 1, 2015.

Councilmember Madden agreed with the suggestion.

Jaime Roberts, Roberts Funeral Home, objected to the proposed assessment for parcel 32. He opined that the proposed assessment was disproportionate to the benefit received. He disagreed that the property value would increase by the amount proposed to be assessed. He explained over the last five (5) years his business averaged 50-65 events per year with a maximum of 40 cars in his parking lot at one time. He stated he has always welcomed others, including the City, to use the parking lot when it is not in use for one of their events, but noted its use as an annex parking lot for the community center had substantially increased. He added that the majority of the traffic along Barbara Avenue was city-related or public use not related to specific business at the funeral home. He stated his business was generally not subject to drive-by or drop-in business from customers. He reiterated that the project did not benefit his business or his property as much as it would benefit the other properties along Barbara Avenue with substantially higher usage.

Councilmember Piekarski Krech questioned if the proposed assessment for parcel 32 was calculated based on front footage. She also questioned if any consideration had been given to the other factors that were mentioned in terms of the use of the property by the City.

Mr. Kaldunski stated the assessment was calculated based on front footage according to the City's assessment. He noted other factors were not taken into consideration because the calculation was based on a mathematical formula.

Councilmember Mueller opined that the proposed sidewalk on the west side of Barbara Avenue would not directly benefit the Roberts Funeral Home property.

Mr. Kaldunski opined that the sidewalk would be used primarily by customers of the community center, with the exception of some of the larger events held at the funeral home.

Mayor Tourville questioned if parcel 32 would be assessed for the sidewalk.

Mr. Kaldunski stated all parcels along Barbara Avenue would share in the cost of the sidewalk.

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., contended that the assessment for the funeral home was not calculated based on front footage. He argued it was calculated in the same manner as the single-family homes because the benefit analysis was conducted by the same appraiser for all parcels proposed to be assessed for the project.

Mayor Tourville stated all of the parcels proposed to be assessed for the project appeared on the assessment roll.

Mr. Kaldunski explained the benefit appraisal analysis contained separate reports for single-family residential properties, commercial properties, and institutional properties. In the analysis the appraiser concluded that the funeral home property could be assessed up to \$1 per square foot. The assessment being proposed was less than the recommended cap.

Councilmember Piekarski Krech stated the benefit analysis did not take into account that the City contributes to extra wear and tear of the funeral home's private property for community use of city facilities.

Mr. Cederberg questioned how the funeral home's assessment was calculated.

Mr. Kaldunski stated the assessment was calculated, per City policy, based on front footage.

Cindy Goodwill, 8271 College Trail, questioned when the residents would have the opportunity to discuss the specific plans for the project.

Mr. Lynch stated the scope of the project and construction plans could be discussed when staff brought forth the bids to award a contract.

Mr. Kaldunski stated the City had received bids and could bring back the request to award a contract at Council's meeting on May 27<sup>th</sup> depending on the outcome of the assessment hearing.

Councilmember Madden clarified there would also be an opportunity to further discuss the proposed sidewalk and trail.

Mr. Thureen replied in the affirmative.

Mayor Tourville opined that the funeral home deserved a credit on their assessment because of the heavy use of their parking lot by the City and users of city facilities.

Mr. Lynch stated staff could look into potentially reducing the total by removing the costs associated with the sidewalk from the assessment. He noted there had been discussion in the past regarding potential relocation of the business. He explained if, at some point in time, the City were to enter into a purchase agreement for the property the remainder of the assessment would be eliminated.

Mayor Tourville stated if the assessment was elevated to begin with, the business would not have been dealt with fairly. He suggested staff meet with Mr. Roberts to see if anything could be worked out to bring down the cost of the assessment.

Councilmember Madden stated the traffic on this section of Barbara Avenue was almost entirely the result of City-related use. He opined he would also like to see what could be worked out to reduce the cost of the assessment for the funeral home's property.

Mayor Tourville questioned if the Council could approve the proposed assessments for the rest of the parcels on the assessment roll and delay levying the assessment against parcel 32.

Mr. Kuntz stated the Council could approve the assessment roll with the understanding that the assessment related to parcel 32 would be removed from the assessment roll and tabled for further discussion.

Councilmember Mueller questioned if a full reconstruction would be completed on Barbara Avenue.

Mr. Thureen stated a partial reconstruction would be completed.

Councilmember Mueller opined that the assessment for parcel 32 should be reduced significantly.

Mr. Thureen stated the Council also needed to provide direction regarding the date on which interest would begin to accrue.

Mr. Kuntz stated the Council should set a specific date and suggested January 1, 2015.

Councilmember Madden questioned what would happen if the project was not completed by that date.

Mr. Kuntz explained the assessments would be certified to the County and a specific date needed to be provided in order for the County to properly calculate the interest. He stated up until that date property owners would have the opportunity to pay the assessment without interest.

Councilmember Piekarski Krech suggested considering one year from the date the assessment roll was adopted. She stated the City normally did not levy assessments until after a project was completed and extending the time would give residents more flexibility to pay off the assessment without interest.

Ms. Smith noted that setting a date beyond January 1, 2015 would require the City to prepare multiple assessment rolls for the County because the first year interest rate would be different than the second year interest rate and would also be different from the third year interest rate. She stated the assessments typically have two (2) different interest rates, not three (3).

Mr. Kuntz explained the time period during which property owners would have the opportunity to pay the assessment without interest would run between now and November 15, 2014. He stated if property owners attempt to pay their assessment after November 15, 2014 the County would include the accrued interest costs through 2015. He noted statute stipulates that after November 15<sup>th</sup> payments need to include interest for the following year.

Councilmember Piekarski Krech stated she wanted to give people as much time as possible to pay off the assessment without interest.

Mayor Tourville stated if the project was approved the City should include information regarding payment dates in the assessment notices.

Mr. Lynch stated if the Council approved a date in May of 2015 the City will have created a 3<sup>rd</sup> payment because it would not coincide with the property tax due dates in place at the County.

Ms. Smith stated if the date was set as January 1, 2015 the first year interest rate would be identical to that of the remaining years. She noted in typical situations when interest begins to accrue 30 days after an assessment is levied and is payable during the following tax year, the first year interest rate is higher because it accounts for the months that had not been paid for. She recommended setting the date as January 1, 2015 to avoid multiple assessment rolls with County.

Councilmember Piekarski Krech stated she would rather set a date that would benefit the residents than the County.

Mayor Tourville suggested having interest start to accrue on May 1, 2015.

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., referenced Minnesota Statute 429.021, Subd. 2 regarding notice requirements. He opined that the City was required to redo the notice for the project to comply with the provisions of the statute.

Mr. Kuntz stated the Council previously took action to combine the projects and identified the costs differently in the feasibility report. He noted the assessments were calculated separately to reflect the different project. The projects were bid together and joint assessment and improvement hearings would be held because the projects were combined.

Mayor Tourville stated the projects were combined to achieve an economy of scale.

**Motion by Piekarski Krech, second by Mueller, to close the public hearing with the exception of discussion related to Parcel 32**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Piekarski Krech, second by Madden, to approve Resolution No. 14-61 adopting the Assessment Roll for 2014 Pavement Management Program City Project No. 2014-09D, College Trail Reconstruction and Barbara Avenue Partial Reconstruction with an interest accrual start date of May 1, 2015 and the removal of Parcel 32 from the roll**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Madden, second by Piekarski Krech, to table consideration of the proposed assessment for Parcel 32 until May 27, 2014**

**Ayes: 5**

**Nays: 0      Motion carried.**

## **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

Ms. Smith explained the Council was asked to accept and approve the Comprehensive Annual Financial Report, Management Letter, and the other required report for the year ending December 31, 2013. She stated this was the first year auditors from Abdo, Eick, and Meyers performed the audit. The City received an unqualified (clean) opinion for its financial statements, the highest form of assurance that can be issued by a certified public accounting firm. The auditors reviewed the reports and presented their findings to the

Council at the May 5<sup>th</sup> work session. A material weakness was noted and staff modified year-end procedures to address the issue going forward. She stated in response to a question raised at the work session the City's employment numbers were adjusted to match the number of w-2 forms that are issued each year. She noted a difference was expected between the total number of employees and the number of full time equivalents (FTE). She stated the

Councilmember Bartholomew thanked staff for making the necessary corrections on page 29. He commended the professionalism of the auditors. He added citizens could review the full report on the City's website.

Mayor Tourville thanked the Finance staff and the auditors for their work in preparing the reports.

Dian Piekarski, 7609 Babcock Trail, thanked Ms. Smith for answering her questions. She stated she had previously expressed concerns about the growth of culture and recreation services in the City and the ability to fund other services such as pavement management. She explained Ms. Smith was able to show her that the City was not growing exponentially in terms of employees and that the numbers had remained steady or decreased in the past few years. She stated she learned the same was also true of the operating expenses for many of the City's recreation programs. She noted she remained concerned about the growth of those programs in the future and the associated costs.

**Motion by Piekarski Krech, second by Bartholomew, to accept and approve the Comprehensive Annual Financial Report for the Year Ended December 31, 2013, Management Letter, and Other Required Report**

**Ayes: 5**

**Nays: 0          Motion carried.**

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

Steve Apfelbacher, Ehlers and Associates, reviewed the presale report. He recommended that the City consider soliciting bids to refinance two (2) existing issues that are outstanding. He explained the 2005A and 2005B bonds were used to finance the community center. He stated at this time both bonds were being repaid primarily by tax increment revenues from TIF districts 2-1 and 4-1. Given the forthcoming termination of the district it made sense to refinance both debt issues at this time. The presale report projected a savings of \$240,000 net of all expenses and a future value savings of approximately \$208,000 by refinancing both debt issues.

Councilmember Bartholomew questioned what the current rate was on the bond issues.

Mr. Apfelbacher stated the current rates were between 3% and 4%.

**Motion by Bartholomew, second by Piekarski Krech, to adopt Resolution No. 14-62 Providing for the Sale of \$2,295,000 General Obligation Tax Increment Refunding Bonds, Series 2014A**

**Ayes: 5**

**Nays: 0          Motion carried.**

**COMMUNITY DEVELOPMENT:**

**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**

Mr. Link reviewed the location of the property. The request was for a variance for a six (6) foot privacy fence with a setback of 17 feet whereas ordinance requires a setback of 30 feet. He stated the reasons for the setback requirement were traffic visibility, to provide some uniformity of setbacks, and to address visual appeal and aesthetics within neighborhoods. Planning staff found that the fence was a typical accessory structure that was consistent with Comprehensive Plan and would not impede traffic. Planning staff could not identify anything particularly unique about the property and found there was no reason why the property could not be used in a reasonable manner without the variance. The Planning Commission and Planning staff recommended denial of the request because no practical difficulty was identified.

Councilmember Piekarski Krech questioned what the applicant could legally install without a variance.

Mr. Link explained the applicant could install a six (6) foot solid privacy at a 30 foot setback. An alternative option would be to install an opaque fence, not taller than 42”.

Anthony Mickelson, 7413 Cloman Way, stated he wanted to build the fence to create an area to store his boat without it being seen from the road. He explained he had two (2) dogs that routinely barked at people walking by his house and the fence would limit their view of the front of his property. He noted his neighbors were supportive of the request. He stated he purchased his home last June and noticed a lot of other privacy fences on corner lots and did not anticipate it would be an issue to build his own fence. He displayed pictures of other similar fences that currently existed in his neighborhood that did not meet the setback requirements. He stated the practical difficulty was the ordinance deemed that corner lots were considered to have two (2) front yards and he wanted the fence in what he considered to be his side yard.

Mr. Link stated the property was considered to have two (2) front yards and in order to be consistent with the City Code the 30 foot setback would have to be maintained. He explained the applicant identified five (5) fences on similar properties at the Planning Commission. Staff reviewed the cases and found that three (3) of the fences were put up without obtaining a permit from the City, another was approved 25 years ago when there was a different interpretation of the ordinance. The fifth example was approved by staff because it complied with code regulations. He noted part of the difficulty was that the interpretation of the ordinance was dependent on the layout of the lots on the block. He stated a situation in which two (2) corner lots back up against each other with driveway access in opposite directions, the ordinance is interpreted that both properties have a side yard. In cases where two (2) corner lots have another lot in between them the ordinance is interpreted that both corner lots have two (2) front yards.

Mr. Mickelson stated his property line started 16 feet from the curb and the fence had to be set back 30 feet from the property line. He explained he understood the concern was that the fence may block traffic visibility at the corner. He noted that the area where he would place the fence was very long and he would situate the fence so as not to impede traffic views. He stated there was 37 feet from the proposed location of the fence to the curb. He argued that a precedent for similar fences on corner lots had already been set in the neighborhood. He provided additional examples of similar fences that were setback from the curb at shorter distances than what he proposed. He stated he tried to go through the process in the right way to obtain the required permit rather than installing the fence illegally.

Councilmember Piekarski Krech questioned how many of the fences referenced were legal.

Mr. Link stated out of the examples staff was aware of prior to the meeting there had been no complaints regarding the three (3) that were installed without a permit. He noted the code enforcement program was complaint based and staff was not proactively looking for violations of the ordinance.

Councilmember Piekarski Krech opined that everyone should be held to same standard. She stated either the ordinance needed to be changed or the City needed to make sure people were in compliance with the ordinance.

Mayor Tourville stated changes to the ordinance may be necessary because it was old and outdated.

Councilmember Bartholomew questioned what the distance would be from the curb to the fence.

Mr. Mickelson stated the fence would be 37 feet from the curb.

Councilmember Piekarski Krech questioned if there were any utility lines in the way.

Mr. Mickelson stated he had the property surveyed and there were no utility lines in the way.

Councilmember Mueller opined that the variance should be granted because the fence would not impede traffic visibility and the neighbors did not object.

Allan Cederberg, 1162 E. 82<sup>nd</sup> St., stated the Council recently granted a variance for a fence in the front yard for a property on 80<sup>th</sup> Street.

Councilmember Piekarski Krech stated they had to be able to identify a practical difficulty in order to grant

the variance.

Councilmember Bartholomew stated the applicant could plant shrubs or arborvitae on the property line that would potentially have a greater impact on traffic visibility than the proposed fence.

Mr. Link stated the applicant could install landscaping along right of way. He noted if placed right at the corner the vegetation could not exceed a certain height in order to maintain visibility.

Councilmember Bartholomew questioned when the City's interpretation of the ordinance changed regarding the determination of two (2) front yards.

Mr. Link stated he was unsure when the interpretation changed. He noted the ordinance was written quite vague.

Councilmember Bartholomew stated in this case he had difficulty interpreting the location as a front yard, other than the four-way stop.

Mayor Tourville stated it was hard to visualize whether there would be visibility problems or not. He opined he did not feel that the fence would cause a public safety issue and that it seemed as though the interpretation of the ordinance was stricter for corner lots. He suggested the practical difficulty was that the fence would allow for increased security on the property and the ability to store items out of sight lines.

Councilmember Bartholomew opined that the variance was warranted and suggested the practical difficulty was that the interpretation of the ordinance was arbitrary.

**Motion by Mueller, second by Madden, to adopt Resolution No. 14-63 approving a Variance to Allow a Six Foot Fence within the Front Yard of a Corner Lot located at 7413 Cloman Way**

**Ayes: 5**

**Nays: 0**

**Motion carried.**

**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

Mr. Link reviewed the location of the property. He explained the site was currently a cemetery, originally established in 1975. The request was to allow the construction of a mortuary that would include a mausoleum, crematorium, chapel, gathering room, and dining area. The proposed plat to create the lot on which the mortuary would be located was just less than three (3) acres in size. The balance of the property would remain in an outlot which, by definition, would not be buildable. He stated because the property was within the Northwest Area there were certain special conditions that needed to be met. The first condition was that if the requests were approved there would be connection fees for water, sewer, and storm sewer in the amount of approximately \$65,000. The second condition was that all development had to be by Planned Unit Development (PUD), which precipitated the rezoning request. Zoning ordinance currently allows mortuaries and crematoriums in the B-2, B-3, and B-4 zoning districts. The applicant requested that the zoning ordinance be amended to allow those same uses in the P district, provided they were part of a cemetery. He stated the proposal met the ordinance requirements for the Northwest Area with respect to impervious surface, maximum building square footage, natural and open space requirements, and general review standards. The applicant worked with the City Engineer to prepare a stormwater management plan that would fulfill the requirements in the Northwest Area. He stated access would be restricted on Argenta Trail and the access to the property would be on an internal road rather than on Auburn Path or Argenta Trail. In the Northwest Area there were parking restrictions that placed a maximum size on parking. The number of spaces allowed on the site would be 41 and the applicant requested 53. Ordinance requires that any space over 31 would require pervious paving

material. A public hearing was held before the Planning Commission. The main concerns of those opposed to the requests related to the location of crematorium within the zoning district, air emissions from the crematorium, and negative impacts on ground water. He explained the applicant testified in front of the Planning Commission that the green cemetery and crematorium were environmentally friendly, that the crematorium would not emit smoke or odor, and that a very large percentage of crematoriums are located on cemeteries. Planning staff recommended approval of the requests with four (4) conditions.

The

Planning Commission also recommended approval of all aspects of the proposal, except the crematorium.

Councilmember Mueller questioned if the building would be located on Outlot A.

Mr. Link stated one lot would be subdivided for the mortuary and the balance of the property would remain an outlot. He explained the narrow strip of property was potential road right-of-way, not owned by City. He noted there were three different properties involved, owned by three separate entities.

Dick Biagini, Biagini Properties, stated one of the parcels was owned by Zion Church and the other parcel was owned by another Church. He clarified they were both separate parcels that were not related to the application that was submitted. He explained subdivision of the lot to create the 2.96 acre lot was proposed because graves were located on part of the lot. He stated everything else on the property would remain the same with the exception of the drainage improvements required by the City and the change to the access. He noted the outlots were created because they contained grave sites the sites could never be developed.

John Wendt, 8804 Argenta Trail, expressed opposition to the requests. He opined that a fundamental responsibility of government was to provide for the public health, safety, and general welfare of citizens. He stated that responsibility should be exercised when the Council made a decision regarding the proposed requests. He referenced a Minnesota Court of Appeals case related to Roselawn Cemetery and the City of Roseville. He stated in that case Roselawn also wanted to build a crematorium and requested that their property be rezoned by the City of Roseville. Both the trial court and Minnesota Court of Appeals upheld the City of Roseville's action to deny Roselawn Cemetery's request. He stated that Biagini Properties' request was not appropriate for a residential area. He noted the Court of Appeals acknowledged that a crematorium would emit certain toxin pollutants. He opined it was not incumbent on the City to prove that a health risk would manifest itself as a result of the crematorium. He explained he researched the proposed crematorium and found information on the applicant's website that acknowledged the potential for mercury emissions from the crematorium. He stated there were still too many questions and issues to ignore and opined the proposed crematorium would negatively impact the quality of life for the residents in the neighborhood. He encouraged the Council to deny the application to protect the public's health, safety, and welfare.

Linda Dehrer-Wendt, 8804 Argenta Trail, opined that approval of a crematorium in a residential neighborhood would impede her quality of life. She commented that a crematorium was a high intensity furnace that did not belong in the neighborhood. She expressed concerns regarding the emission of toxins from the proposed use. She stated many of the residents in the neighborhood would consider the crematorium to be a nuisance because people would be unable to enjoy their own properties. She stated crematory emissions were known to contain toxins and air pollutants at levels that would exceed air quality guidelines. She presented a information containing data related to pollution from fire-based cremation and the resultant carbon footprint. She stated the applicant had a right to expand and grow their business, but felt the property owners should be protected against the negative impact of a land use that was too intense for the surrounding neighborhood.

Mark Mueller, 1712 W. 82<sup>nd</sup> St., stated he was the personal representative for his mother's 40 acre estate. He explained the property was zoned for residential development and he had a letter of intent to develop at such time that utilities were extended to serve the property. He opposed the request for a crematorium in this particular neighborhood because it would impede future development and the extension of utilities.

Dave Jansen, 7985 Argenta Trail, stated he researched the issue and found that only a few cemeteries in the State had crematoriums onsite. He explained he had previously emailed his concerns to the Council.

He asked those in attendance who opposed the requests to raise their hands.

Mayor Tourville stated some of the residents he heard from were against the entire request and some were only opposed to the crematorium.

Mr. Jansen stated he was initially opposed to the crematorium and his concerns about the scope of the entire request had grown over time.

Councilmember Piekarski Krech noted the cemetery was already located on the property and would continue to exist whether the applicant's requests were approved or not.

Mr. Jansen stated he did not support any changes that would allow any use on the property beyond the use originally established in 1975. He opined that commercial development of any type would open the door for similar issues in the future. He noted he moved to Inver Grove Heights because it was the right mix of community, safety, and open space. He opposed commercial development in a residential area. He stated the neighborhood's traffic concerns had not been addressed and the residents still had environmental and noise concerns.

Matt Slaven, Briggs and Morgan, discussed the importance of transparency when dealing with land use issues. He opined that the process being followed was not a transparent way to go about the goal trying to be achieved. He argued that the developer was trying to use a backdoor method to place a commercial operation within a zoning district that would not otherwise allow it. He stated according to the City's zoning code a cemetery requires 40 acres of land and the current use appeared to be non-conforming. He explained if it was a legal non-conforming use that particular use was supposed to continue until the property had been consumed and the use was no longer viable on the property. He stated the residents and property owners in the area assumed the use on the subject property would remain that of a cemetery, not a commercial development. He opined it was not normal for a crematorium to be an accessory use to cemeteries in the State and would not satisfy the definition of an accessory use. He argued it would also create an expansion and intensification of the use of the property. He stated there was nothing to suggest that the services of the mortuary and crematorium would be limited to this specific cemetery. He added that the change requested would permit similar uses on P zoned property throughout the City and residents in the rest of the City were unaware of the proposed change. He encouraged the Council to take action to deny the applicant's requests.

Chris Wadzinski, 7834 Alberta Way, stated he was opposed to the request. He questioned where the toxins go when people are cremated and if there were control measures in place to capture the toxins. He opined trusting the State and the EPA to regulate the toxins and pollutants was not a guarantee of safety.

Tony Weber, 8225 Argenta Trail, stated his proposed operation would need to conform to all applicable State statutes and regulations. He explained the Minnesota Department of Health recommended the equipment that would be used to operate the crematorium. He also sought feedback from the environmental health division and the MPCA. He recognized that the biggest concerns related to the impact of the crematorium on the community. He reviewed the practices related to green burials and stated it was a simple and natural process. He contended nothing related to the green burial process would contaminate the ground water or soil. He outlined the differences between a green burial and a traditional burial. He stated a green burial involved no embalming and the use of biodegradable caskets or urns. He noted a green burial was meant to avoid anything that could not be reproduced. He argued that there had been a lot of misinformation relayed about the emissions from a crematorium. He reiterated they did not want the area to be polluted in any way. He noted he had a vested interest in making sure the air pollution was controlled and that the soil and water were not contaminated because he had family in the neighborhood. He reviewed the features of the cremation equipment and the technology that was in place to eliminate the risks associated with cremation. He explained the cremation unit had the ability to track the level of toxins or contamination being emitted from the stack while the equipment was in use. He provided statistical information related to carbon monoxide and particulate emissions from the cremation equipment. He noted the equipment operated without releasing smoke or odor. He stated there was a crematorium located in Eagan that was near residential development and the City of Eagan had received

no complaints about the operation.

Mayor Tourville questioned who would operate the mortuary and crematorium.

Mr. Weber stated he was the owner of the business and it would be operated by licensed morticians and funeral directors.

Councilmember Piekarski Krech how many bodies could be buried in the cemetery.

Mr. Weber estimated 10,000. He stated the plots were contiguous with two (2) feet of space between rows.

Councilmember Piekarski Krech questioned if they would only bury bodies that were cremated onsite at their facility.

Mr. Weber stated he could not guarantee that they would only bury remains that were cremated at their facility.

Mr. Kuntz questioned how many bodies were currently buried on the site.

Mr. Weber stated 29 were currently buried.

Mr. Kuntz questioned how many plots had been sold for future burials.

Mr. Weber stated 600 plots had already been sold.

Mr. Kuntz questioned if all of the pre-sold plots were being honored.

Mr. Weber replied in the affirmative. He noted they would be required to go through the green burial process.

Mr. Kuntz questioned if there had been any disputes related to payment for previously sold plots.

Mr. Weber replied in the negative.

Mr. Kuntz questioned what would happen if a customer did not agree to a green burial.

Mr. Weber stated the customer would have to make alternative arrangements at another facility.

Mr. Kuntz questioned if the 600 plots that had already been sold were included in the 10,000 burials that were estimated to fit on the site.

Mr. Weber replied in the affirmative. He noted only a few of the plots had not been sold by them.

Councilmember Piekarski Krech questioned how 10,000 would fit on the site.

Mr. Weber stated they used the same plotting plan reflected on the original 1975 plan in which the whole area was plotted for a cemetery.

Mr. Kuntz provided an overview of the history of the property. He explained in 2001 Gene Worrells approached the City with a plan to sell three (3) church lots without site plans or a buyer at that time. The lots were subsequently platted as outlots a, b, c, and d. He noted the City had a road easement over outlot d. The proposal was to re-plate outlot b. The concern was who would be responsible for the graves and the general thought was that outlots a and c would be sold for church use without grave sites.

Mr. Weber contended the whole area was plotted for grave sites.

Mr. Kuntz stated that was not reflected on the plat that was recorded with the County. He questioned if the business plan estimated how many cremations were projected to occur in which burial would not take place onsite.

Mr. Weber stated 95% would be buried on their property.

Mr. Kuntz questioned if there were plans to rent the assembly hall on the property to customers for other uses not related to burial or funeral services.

Mr. Weber stated that was not included in the business plan. He explained they were considering having

memorials after burials and the intent would be to offer full-service burial options.

Mayor Tourville questioned how many cremations would take place at the facility annually.

Mr. Weber stated the business plan projected 100 burials annually and they did not differentiate between burials and cremations. He estimated that a maximum of 100 cremations would occur at the facility annually.

Councilmember Piekarski Krech commented she did not know how the business would make money based on the projections in the business plan.

Steve Willwerscheid, Funeral Director, stated his business started offering the natural burial and cremation process in West St. Paul. He explained a green burial was environmentally friendly and cremation was not. He noted that a funeral home had to have an embalming room that met all of the requirements outlined in Minnesota Statute 149A. He noted the crematory aspect was completely separate from the funeral home portion. He stated there had been no discussion about a funeral home. He argued that a funeral home with an embalming room was not a part of the green burial process. He questioned if the request was for a funeral home to run a crematory or if the request was for a green burial site. He stated they were three (3) separate things and the buildings had to be constructed in such a way that they would remain separate. He noted there was a distinct difference, statutorily, between a funeral home, a crematory and a cemetery. He encouraged the City to look more closely at all three (3) aspects.

Ralph Taylor, 8834 Argenta Trail, stated he purchased a plot at the cemetery in 1985. He explained he wanted a conventional burial and was told by the new owner that he had to agree to a green burial if he wanted to keep his plot. He stated the owner had to abide by the statutory regulations for cemeteries and needed his consent to make changes. He opposed the request and asked the Council for help to protect his rights and resolve the issue.

Jamie Roberts, Roberts Funeral Home, stated the applicant would be the owner of the business but was not a licensed mortician. He questioned what the applicant's tax status would be for the development. He stated he was required to provide a certain number of parking spaces based on the capacity of his chapel. He questioned how many parking spaces the development would be required to have and if customers would be allowed to park on the grass.

Mr. Kuntz explained Minnesota Statute 306.14 states that the lands and property of a cemetery association are exempt from all public taxes and assessments. The owners of the cemetery lots may hold the lots exempt from taxation so long as the lots are used for a cemetery. No road or street shall be laid through the cemetery or any part of the lands of the association without the consent of the trustees. He noted the statute referenced did not exempt cemetery property owned or leased by a corporation, unless the corporation was non-profit.

Mayor Tourville clarified the buildings on the property for commercial use would not be exempt.

Mr. Kuntz questioned who would own the property.

Mr. Weber stated the property would be owned by the corporation, Prairie Oaks Memorial Eco Gardens.

Mr. Kuntz questioned who owned the corporation.

Mr. Weber indicated he was the sole owner of the corporation.

Mr. Kuntz questioned if the entity was a for profit corporation organized in Minnesota.

Mr. Weber responded in the affirmative.

Mayor Tourville questioned if the business would continue to perform green burials without a crematorium.

Mr. Weber responded in the affirmative.

Mr. Kuntz questioned if the proposed facility would have an embalming room.

Mr. Weber stated he did not want an embalming room but was statutorily required to have one.

Jerry Anderson stated he was the architect for the project. He explained the parking capacity was based on the occupancy of the entire building. He stated 42 parking spaces were included in the design as well as overflow parking in grass areas that would continue to be pervious.

Mr. Weber noted the chapel seated approximately 100 people.

Mr. Anderson stated the application and zoning requirements, in terms of the approval process, had been dictated by City in terms of its established application process. He noted the uses currently allowed in a P zoning district included churches, chapels, temples, and synagogues. He stated with the exception of the crematory, all other aspects of the operation could be viewed as a church.

Councilmember Piekarski Krech stated there was a big difference between a church and a funeral home.

Michael Tebbitt, 7920 Alberta Way, stated if the particulate matter emitted from the crematorium was as clean as the owner claims it is, there would be no need for a filter. He questioned what would happen when the amount of business increased beyond the projections in the business plan. He expressed concern that the proposed development would negatively impact the property values in the neighborhood.

**The City Council recessed for five minutes.**

Cindy Tebbitt, 7920 Alberta Way, questioned how many emails were received by the Council either for or against the project.

Mayor Tourville stated the Council received a lot of emails regarding the proposed development. He explained they did not make a hard copy of every email that was received. He noted the Council would receive some of the correspondence that was presented to them in hard copy form as part of the public record.

Mr. Jansen suggested that if the Council chose not to deny the request that they consider it as a conditional use. He reiterated the residents in the area would prefer no commercial development.

Councilmember Piekarski Krech stated it was an unfair to other businesses in B-2 or B-3 districts to have a similar business as an accessory use in the P zoning district. She opined the proposed use would be best located in a B-2 or B-3 zoning district and noted other businesses with similar uses were typically located on property zoned for business or commercial development. She stated she was not willing to rezone the area as commercial. She noted the City needed to have better idea of what has happened with the cemetery and what will happen with the plots that were previously purchased going forward. She questioned what would happen once the all the plots were filled and who would care for the cemetery if no association was in place.

Councilmember Bartholomew stated he was not in favor of rezoning the property to a B-2, B-3, or B-4 and could not support a PUD in the P district. He opined the proposal was for a more aggressive use of the property that belonged in a B-2, B-3, or B-4 zoning district. He agreed that the proposed development would have a negative impact on the surrounding area and felt that it did not fit in the neighborhood. He stated he would not support the proposed use on the property.

Councilmember Madden agreed that the proposed uses did not fit in the surrounding area and belonged in a commercial zoning district. He opined the property owners in area did not deserve to have such a use located next to their property. He stated he would not support the request because it did not belong in the P zoning district.

Councilmember Mueller stated he could not support the requests for the reasons already stated by the other members of the Council. He reiterated the accessory uses should be located in a business zoning district.

Mayor Tourville stated he was opposed to rezoning the property and did not believe the accessory uses fit in the current zoning district. He explained he supported the premise of a green cemetery, because the cemetery was a permitted use in the P zoning district.

**Motion by Madden, second by Piekarski Krech, to receive the emails and correspondence included with the agenda item and presented at the meeting****Ayes: 5****Nays: 0      Motion carried.**

Mayor Tourville noted that staff would need to prepare a resolution detailing the reasons for denial of the request and bring it back for Council action at the next regular meeting.

Mr. Kuntz stated if the item dealing with the amendment to the code (item iv) failed the remaining items would fail because they were all tied with a PUD plan to the other specific uses. On May 16<sup>th</sup> the first 60 days would expire and the City could unilaterally extend that period for another 60 days. The Council could also direct staff to prepare a resolution setting forth the reasons for denial as articulated by the individual council members.

Mayor Tourville stated to be fair to the applicant and the residents in the neighborhood action should be taken at this meeting.

Mr. Kuntz stated the Council could proceed with the motion to deny the requests and direct staff to prepare a resolution memorializing the findings of fact and reasons for denial of the land use requests.

**Motion by Piekarski Krech, second by Mueller, to deny requests i – iv for property located at 8225 Argenta Trail for the reasons articulated by the Council and to direct staff to extend the 60 days beyond the May 16, 2014 deadline****Ayes: 5****Nays: 0      Motion carried.****E. CITY OF INVER GROVE HEIGHTS: Consider the First Reading of an Ordinance relating to Parking of Vehicles in the Front Yard**

Mr. Hunting stated the issue had been discussed a number of times over several years at multiple work session. After reviewing several draft ordinances, Council directed staff to hold a public hearing with the Planning Commission. He summarized the proposed ordinance. He stated the ordinance was set up to allow parking of vehicles in the front yard on a hard surface such as bituminous, concrete, or pavers. Parking would be allowed on a driveway or a parking pad adjacent or contiguous to the driveway. No changes were proposed to side or rear yard regulations. He noted the ordinance would only apply to urban areas of the City, specifically the residential districts. Exceptions were included to coincide with the winter street parking bans. The ordinance would not prohibit parking anything in front yard it would only require that the vehicle be parked on a hard surface. The ordinance did not address issues with on-street parking. Several testimonies at the Planning Commission hearing suggested the inclusion of temporary parking provisions. The Planning Commission recommended that a temporary parking provision with a seven (7) day maximum be included in the ordinance. He asked for feedback from the Council regarding the language contained in section 2(b) related to the orientation of vehicles parked in the front yard. Planning staff recommended striking the specific language related to the orientation of vehicles.

Councilmember Madden opined if the language was removed the ordinance would not be addressing the problem.

Councilmember Bartholomew questioned if the language would prohibit someone with a three (3) bay garage from parking a vehicle on the driveway in an orientation that was parallel to the street.

Councilmember Piekarski Krech stated the language would apply to vehicles on parking pads that were separate from the driveway.

Mayor Tourville opined that the language in 2(b) was too restrictive. He stated if the language regarding orientation of the vehicles was removed the City would still accomplish the main goal of the ordinance.

Mr. Hunting stated it was a question of how restrictive Council wanted to be on orientation of vehicles. He stated allowing parallel and perpendicular orientations may provide residents with more maneuverability.

Councilmember Madden questioned how staff was going to enforce the seven (7) day temporary parking maximum.

Mr. Hunting stated staff would have to rely on the public to contact the City for enforcement.

Mr. Kuntz suggested that the Council think about the effective date of the ordinance for discussion during the second or third reading of the ordinance.

Councilmember Mueller stated the City needed to give people time to install pavers or parking pads before staff started enforcing the ordinance.

Mayor Tourville suggested an effective date of November 1<sup>st</sup> to coincide with the start of winter parking regulations.

**Motion by Madden, second by Mueller, to approve the First Reading of an Ordinance relating to Parking of Vehicles in the Front Yard**

**Ayes: 5**

**Nays: 0      Motion carried.**

**8. MAYOR & COUNCIL COMMENTS:**

**9. ADJOURN:** Motion by Piekarski Krech, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 11:20 pm

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: May 27, 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 May 8, 2014 to May 21, 2014.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending May 21, 2014. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$466,563.44
Debt Service & Capital Projects	152,657.86
Enterprise & Internal Service	368,412.69
Escrows	4,952.37
	<hr/>
Grand Total for All Funds	<u><u>\$992,586.36</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 May 8, 2014 to May 21, 2014 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING May 21, 2014**

**WHEREAS**, a list of disbursements for the period ending May 21, 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	\$466,563.44
Debt Service & Capital Projects	152,657.86
Enterprise & Internal Service	368,412.69
Escrows	4,952.37
Grand Total for All Funds	<u><u>\$992,586.36</u></u>

Adopted by the City Council of Inver Grove Heights this 27th day of May, 2014.

Ayes:

Nays:

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

ATTEST:

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



City of Inver Grove Heights

# Expense Approval Report

By Fund

Payment Dates 5/8/2014 - 5/21/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	519775/5	05/14/2014	501126	101.43.5200.443.60016	27.97
ACE PAINT & HARDWARE	519914/5	05/21/2014	501126	101.43.5200.443.60016	9.07
B&D PLUMBING HEATING & AC INC.	FO 2014-462	05/14/2014	11496 COURTHOUSE BLVD	101.207.2070300	16.03
BARNA, GUZY, & STEFFEN LTD	131113	05/21/2014	50003-005	101.41.1100.413.30430	884.00
BATTERIES PLUS	030-605696	05/14/2014	C-1034	101.44.6000.451.40040	14.95
BECKER ARENA PRODUCTS, INC.	00098242	05/14/2014	INV005	101.44.6000.451.40040	371.77
BELLEISLE, MONICA	4/30/14	05/14/2014	REIMBURSE-MILEAGE	101.42.4200.423.50065	63.92
BLACKTOP PROS, LLC	14-32	05/14/2014	4/30/14	101.43.5200.443.40046	17,250.00
BLOOMINGTON SECURITY SOLUTIONS INC	S86160	05/14/2014	4/29/14	101.44.6000.451.40040	480.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0028520	05/16/2014	MIGUEL GUADALAJARA FEIN/	101.203.2032100	279.69
CENTURY LINK	4/22/14 651 457 4184 746	05/14/2014	651 457 4184 746	101.44.6000.451.50020	58.94
CENTURY LINK	4/22/14 651 457 5524 959	05/14/2014	651 457 5524 959	101.44.6000.451.50020	64.89
COLLINS ELECTRICAL CONST.	1430599.01	05/21/2014	5/6/14	101.43.5200.443.40046	247.00
COLLINS ELECTRICAL CONST.	1430711.01	05/21/2014	5/6/14	101.43.5200.443.40046	172.00
COMCAST	5/5/14 8772 10 591 03595	05/21/2014	8772 10591 0359526	101.42.4200.423.30700	36.94
CRITICAL FOCUS	1050	05/14/2014	4/25/14	101.44.6000.451.30700	280.00
CULLIGAN	4/30/14 157-98459100-6	05/14/2014	157-98459100-6	101.42.4200.423.60065	51.15
CUTA, DENNIS	4/12/14	05/21/2014	REIMBURSE-MAIL BOX	101.43.5200.443.60016	53.53
DAKOTA CTY FINANCIAL SVCS	00010858	05/14/2014	4/28/14	101.44.6000.451.70501	13,016.10
DAKOTA CTY TECH COLLEGE	4/22/14	05/14/2014	APRIL 2014	101.42.4000.421.50080	900.00
EARL F ANDERSEN INC	0104504-IN	05/14/2014	0004094	101.43.5200.443.60016	1,333.90
EARL F ANDERSEN INC	0104566-IN	05/14/2014	0004094	101.43.5200.443.60016	330.00
EDELMANN & ASSOCIATES, INC.	138307	05/14/2014	5794	101.44.6000.451.40047	294.80
EFTPS	INV0028538	05/16/2014	FEDERAL WITHHOLDING	101.203.2030200	41,307.12
EFTPS	INV0028540	05/16/2014	MEDICARE WITHHOLDING	101.203.2030500	11,753.36
EFTPS	INV0028541	05/16/2014	SOCIAL SECURITY WITHHOLD	101.203.2030400	36,585.60
EFTPS	INV0028581	05/16/2014	FEDERAL WITHHOLDING	101.203.2030200	394.50
EFTPS	INV0028583	05/16/2014	MEDICARE WITHHOLDING	101.203.2030500	92.16
EFTPS	INV0028584	05/16/2014	SOCIAL SECURITY WITHHOLD	101.203.2030400	394.08
EFTPS	INV0028599	05/21/2014	FEDERAL WITHHOLDING	101.203.2030200	12,161.06
EFTPS	INV0028601	05/21/2014	MEDICARE WITHHOLDING	101.203.2030500	1,205.92
EFTPS	INV0028602	05/21/2014	SOCIAL SECURITY WITHHOLD	101.203.2030400	5,156.38
FIRST IMPRESSION GROUP, THE	57084-P	05/21/2014	4/21/14	101.41.1100.413.50035	2,455.00
FISCHER, KATHY	3/14/14	05/14/2014	REIMBURSE-CLOTHING ALLO	101.43.5100.442.60045	101.20
FOX, KIM	5/12/14	05/14/2014	REIMBURSE-LUNCHES EDA	101.41.1000.413.50075	83.49
FRATTALONE COMPANIES INC	1403032	05/14/2014	1415	101.43.5200.443.40046	2,361.44
FRED PRYOR SEMINARS	15591757	05/21/2014	31147011	101.43.5200.443.50080	119.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0028523	05/16/2014	HSA ELECTION-FAMILY	101.203.2032500	2,985.07
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0028524	05/16/2014	HSA ELECTION-SINGLE	101.203.2032500	3,026.88
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	101.41.1100.413.30550	29.57
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	101.41.2000.415.30550	92.30
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	101.42.4000.421.30550	282.05
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	101.42.4000.423.30550	14.00
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	101.43.5000.441.30550	8.38
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	101.43.5100.442.30550	53.81
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	101.43.5200.443.30550	33.17
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	101.44.6000.451.30550	54.47
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	101.45.3000.419.30550	17.50
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	101.45.3200.419.30550	14.57
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	101.45.3300.419.30550	22.67
GOODIN COMPANY	02041501-00	05/14/2014	1001619	101.44.6000.451.40040	509.33
GRAINGER	9427951422	05/14/2014	806460150	101.44.6000.451.40040	23.29
GRAINGER	9428111828	05/14/2014	806460150	101.44.6000.451.40040	133.64
GRAINGER	9423690370	05/14/2014	806460150	101.44.6000.451.40040	(113.26)
HEALTHEAST MEDICAL TRANSPORTATION	14-16135	05/21/2014	5/3/14	101.42.4000.421.30700	85.00
HENNING FIRE PROTECTION EQUIPMENT	190036	05/21/2014	5/14/14	101.42.4000.421.60065	75.00
HOME DEPOT CREDIT SERVICES	5/8/14 6035 3220 1712 83	05/21/2014	6035 3220 1712 8343	101.44.6000.451.40047	(1.67)
HOME DEPOT CREDIT SERVICES	5/8/14 6035 3220 1712 83	05/21/2014	6035 3220 1712 8343	101.44.6000.451.60040	44.89
IAAI	61147	05/14/2014	12235	101.42.4200.423.50070	75.00
ICMA RETIREMENT TRUST - 457	INV0028525	05/16/2014	ICMA-AGE <49 %	101.203.2031400	4,660.92
ICMA RETIREMENT TRUST - 457	INV0028526	05/16/2014	ICMA-AGE <49	101.203.2031400	4,175.00
ICMA RETIREMENT TRUST - 457	INV0028527	05/16/2014	ICMA-AGE 50+ %	101.203.2031400	1,254.90
ICMA RETIREMENT TRUST - 457	INV0028528	05/16/2014	ICMA-AGE 50+	101.203.2031400	5,612.87
ICMA RETIREMENT TRUST - 457	INV0028529	05/16/2014	ICMA (EMPLOYER SHARE ADI	101.203.2031400	73.67
ICMA RETIREMENT TRUST - 457	INV0028536	05/16/2014	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	487.70

ING DIRECT	INV0028580	05/16/2014	MSRS-HCSP	101.203.2032200	24,007.17
ING DIRECT	INV0028598	05/21/2014	MSRS-HCSP	101.203.2032200	21,723.80
KALDUNSKI, TOM	4/5/14	05/14/2014	REIMBURSE-LICENSE	101.43.5100.442.50070	134.50
KUSTOM SIGNALS, INC.	498147	05/21/2014	18993	101.42.4000.421.40042	371.22
KUSTOM SIGNALS, INC.	498148	05/21/2014	18993	101.42.4000.421.40042	221.00
LANGUAGE LINE SERVICES	3372499	05/21/2014	9020909043	101.42.4000.421.50020	23.77
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	101.41.1000.413.30420	9,474.16
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	101.42.4000.421.30420	60.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	101.43.5000.441.30420	900.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	101.43.5100.442.30420	1,668.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	101.44.6000.451.30420	378.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	101.45.3200.419.30420	3,104.69
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	101.45.3300.419.30420	872.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 92000E	05/21/2014	92000E	101.42.4000.421.30410	24,068.90
LYNCH, JOE	5/14/14	05/21/2014	REIMBURSE-ALLIED WASTE M	101.41.1100.413.50075	55.83
M & J SERVICES, LLC	1028	05/14/2014	4/18/14	101.43.5200.443.40046	855.00
M & J SERVICES, LLC	1030	05/14/2014	4/22/14	101.43.5200.443.40046	710.00
METROPOLITAN COUNCIL ENVIRON SRVCS	APRIL 2014	05/21/2014	APRIL 2014	101.41.0000.3414000	(1,143.10)
MIKE'S SHOE REPAIR, INC.	5062014	05/14/2014	5/6/14	101.42.4200.423.30700	40.00
MINNEAPOLIS OXYGEN CO.	171095853	05/21/2014	113504	101.42.4200.423.40042	72.00
MINNEAPOLIS OXYGEN CO.	171095854	05/21/2014	113504	101.42.4200.423.40042	79.20
MINNESOTA DEPARTMENT OF HUMAN SER	INV0028521	05/16/2014	RICK JACKSON FEIN/TAXPAYI	101.203.2032100	329.48
MINNESOTA DEPARTMENT OF HUMAN SER	INV0028522	05/16/2014	JUSTIN PARRANTO FEIN/TAXI	101.203.2032100	495.61
MN DEPT OF LABOR & INDUSTRY	ABR00680831	05/14/2014	00000012982 1	101.43.5200.443.50070	10.00
MN DEPT OF LABOR & INDUSTRY	APRIL 2014	05/08/2014	APRIL 2014	101.207.2070100	4,540.41
MN DEPT OF LABOR & INDUSTRY	APRIL 2014	05/08/2014	APRIL 2014	101.41.0000.3414000	(90.81)
MN DEPT OF REVENUE	INV0028539	05/16/2014	STATE WITHHOLDING	101.203.2030300	17,454.29
MN DEPT OF REVENUE	INV0028582	05/16/2014	STATE WITHHOLDING	101.203.2030300	183.10
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	101.207.2070300	0.88
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	101.207.2070300	208.94
MN DEPT OF REVENUE	INV0028600	05/21/2014	STATE WITHHOLDING	101.203.2030300	3,431.18
MN GLOVE & SAFETY, INC.	280100	05/21/2014	CTINVP	101.43.5200.443.60045	216.00
OXYGEN SERVICE COMPANY, INC	03262758	05/21/2014	04394	101.42.4000.421.60065	24.00
PAPCO, INC.	85058	05/14/2014	CIT012	101.44.6000.451.60011	535.95
PAPCO, INC.	85058-1	05/14/2014	CIT012	101.44.6000.451.60011	105.00
PERA	INV0028530	05/16/2014	PERA COORDINATED PLAN	101.203.2030600	31,060.60
PERA	INV0028531	05/16/2014	EMPLOYER SHARE (EXTRA PI	101.203.2030600	2,484.78
PERA	INV0028532	05/16/2014	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0028533	05/16/2014	EMPLOYER SHARE (PERA DE	101.203.2030600	57.69
PERA	INV0028534	05/16/2014	PERA POLICE & FIRE PLAN	101.203.2030600	11,714.32
PERA	INV0028535	05/16/2014	EMPLOYER SHARE (POLICE &	101.203.2030600	17,571.39
PIONEER ATHLETICS	INV512615	05/14/2014	CI5498	101.44.6000.451.60016	179.95
PRAIRIE RESTORATIONS, INC.	0028485	05/14/2014	5/2/14	101.44.6000.451.30700	585.00
PRAIRIE RESTORATIONS, INC.	0028486	05/14/2014	5/2/14	101.44.6000.451.30700	1,950.00
PRAIRIE RESTORATIONS, INC.	0028487	05/14/2014	5/2/14	101.44.6000.451.30700	1,475.00
PRECISE MRM	IN200-1001911	05/21/2014	000208	101.43.5200.443.50070	21.43
RCM SPECIALTIES, INC.	4128	05/14/2014	4/16	101.43.5200.443.40046	12,125.00
S & T OFFICE PRODUCTS	APRIL 2014	05/14/2014	APRIL 2014	101.41.1100.413.60070	29.88
S & T OFFICE PRODUCTS	APRIL 2014	05/14/2014	APRIL 2014	101.41.2000.415.50030	119.47
SAM'S CLUB	4/23/14 7715 0900 6117 2	05/21/2014	7715 0900 6117 2300	101.41.1000.413.50075	171.67
SENSIBLE LAND USE COALITION	5/28/14	05/21/2014	REGISTRATION 5/28/14	101.41.1100.413.50080	38.00
SENSIBLE LAND USE COALITION	5/28/14	05/21/2014	REGISTRATION 5/28/14	101.44.6000.451.50080	50.00
SENSIBLE LAND USE COALITION	5/28/14	05/21/2014	REGISTRATION 5/28/14	101.45.3200.419.50080	38.00
SEXTON COMPANY, THE	57194	05/14/2014	4115	101.44.6000.451.60045	853.87
SMITH KRISTI	4/24/14	05/14/2014	REIMBURSE-CAFR	101.41.2000.415.50035	75.00
SOUTH METRO FIRE DEPARTMENT	5/13/14	05/21/2014	HAZ MAT IQ CLASS	101.42.4200.423.50080	75.00
SPORT SYSTEMS UNLIMITED CORP	400504	05/21/2014	200968	101.44.6000.451.60065	2,437.00
STANGER, LARRY	5/7/14	05/14/2014	REIMBURSE-LUNCH	101.42.4000.421.50075	28.12
TAB PRODUCTS CO. LLC	2234702	05/21/2014	2903609	101.42.4000.421.60065	388.83
THOMSON REUTERS - WEST	829481024	05/21/2014	1000197212	101.42.4000.421.30700	147.95
TOTAL CONSTRUCTION & EQUIP.	60219	05/21/2014	CIT001	101.43.5400.445.40042	557.67
TOTAL TOOL	01946875	05/14/2014	002589	101.44.6000.451.60040	920.35
TRACTOR SUPPLY CREDIT PLAN	4/20/14 6035 3012 0018 3	05/14/2014	6035 3012 0018 3679	101.43.5200.443.60016	6.29
TRACTOR SUPPLY CREDIT PLAN	4/20/14 6035 3012 0018 3	05/14/2014	6035 3012 0018 3679	101.44.6000.451.40040	29.98
TRACTOR SUPPLY CREDIT PLAN	4/20/14 6035 3012 0018 3	05/14/2014	6035 3012 0018 3679	101.44.6000.451.40047	1.89
TRI-COUNTY LAW ENFORCEMENT ASSC	4/19/14	05/21/2014	AGENCY DUES 2014	101.42.4000.421.50070	75.00
TWIN CITIES OCCUPATIONAL HEALTH PC	102212104	05/21/2014	N26-1251001589	101.41.1100.413.30500	60.00
TWIN CITIES OCCUPATIONAL HEALTH PC	102215332	05/21/2014	N26-1251001589	101.41.1100.413.30500	90.00
TWIN CITIES OCCUPATIONAL HEALTH PC	102218499	05/21/2014	N26-1251001589	101.41.1100.413.30500	60.00
TWIN SOURCE SUPPLY	00438407	05/14/2014	4/30/14	101.43.5200.443.60045	249.55
UNIFIRST CORPORATION	090 0201082	05/14/2014	1051948	101.43.5200.443.60045	23.07
UNIFIRST CORPORATION	090 0201082	05/14/2014	1051948	101.44.6000.451.60045	24.68
UNIFIRST CORPORATION	090 0201956	05/14/2014	1051948	101.43.5200.443.60045	23.07

UNIFIRST CORPORATION	090 0201956	05/14/2014	1051948	101.44.6000.451.60045	24.68
UNIFIRST CORPORATION	090 0203689	05/21/2014	1051948	101.43.5200.443.60045	23.07
UNIFIRST CORPORATION	090 0203689	05/21/2014	1051948	101.44.6000.451.60045	24.68
UNIFIRST CORPORATION	090 0202825	05/14/2014	090 0202825	101.43.5200.443.60045	23.07
UNIFIRST CORPORATION	090 0202825	05/14/2014	1051948	101.44.6000.451.60045	24.68
URBAN LAND INSTITUTE	9-14	05/21/2014	JANUARY 2014	101.45.3200.419.30600	10,000.00
USA MOBILITY WIRELESS INC	X0317409E	05/14/2014	0317409-1	101.42.4000.421.50020	4.89
VERSA-LOK	7311660	05/14/2014	6514502500	101.43.5200.443.60016	415.80
WHAT WORKS INC	IGH14-03	05/14/2014	1/8/14-4/29/14	101.41.1100.413.30700	1,045.00
XCEL ENERGY	411064293	05/14/2014	51-5279113-0	101.43.5200.443.40020	560.68
XCEL ENERGY	411064293	05/14/2014	51-5279113-0	101.43.5400.445.40020	9,799.20
XCEL ENERGY	411256501	05/14/2014	51-6431857-4	101.42.4200.423.40010	1,178.75
XCEL ENERGY	411256501	05/14/2014	51-6431857-4	101.42.4200.423.40020	1,614.22
XCEL ENERGY	411258374	05/14/2014	51-6435129-1	101.43.5400.445.40020	655.20
XCEL ENERGY	411773829	05/14/2014	51-4779167-3	101.44.6000.451.40010	402.86
XCEL ENERGY	411773829	05/14/2014	51-4779167-3	101.44.6000.451.40020	878.94
XCEL ENERGY	411962524	05/14/2014	51-5185446-3	101.42.4000.421.40042	41.31

**Fund: 101 - GENERAL FUND**

**401,952.07**

ACE PAINT & HARDWARE	519906/5	05/21/2014	501126	204.44.6100.452.60009	23.97
BUDGET SIGN AND GRAPHICS	5775	05/21/2014	5/1/14	204.44.6100.452.60009	150.00
EAGLE CLAW FISHING TACKLE CO.	9074946	05/21/2014	5/2/14	204.44.6100.452.60009	20.00
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	204.44.6100.452.30550	21.55
IGH SENIOR CLUB	5/1/14	05/14/2014	APRIL 2014 AND BINGO	204.227.2271000	168.00
IGH/SSP COMMUNITY EDUCATION	5/1/14	05/14/2014	UCARE/FASHION SHOW/TAPE	204.227.2271000	2,075.00
MN BOYS SCHOLASTIC LACROSSE ASSOC	2014	05/21/2014	2014 FEES	204.44.6100.452.30700	350.00
MN BOYS SCHOLASTIC LACROSSE ASSOC	2014	05/21/2014	2014 FEES	204.44.6100.452.50070	80.00
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	204.207.2070300	1,198.53
TAHO SPORTSWEAR	14TF0652	05/21/2014	5/7/14	204.44.6100.452.60045	203.00

**Fund: 204 - RECREATION FUND**

**4,290.05**

2ND WIND EXERCISE, INC.	022023250	05/14/2014	4/29/14	205.44.6200.453.40042	628.43
ACE PAINT & HARDWARE	519828/5	05/14/2014	501126	205.44.6200.453.60016	24.75
AQUA LOGIC, INC.	42087	05/21/2014	4/30/14	205.44.6200.453.40040	442.42
ARTHRITIS FOUNDATION - UPPER MIDWEST	WWE4242014-2	05/14/2014	4/24/14	205.44.6200.453.60065	120.00
ARTHRITIS FOUNDATION - UPPER MIDWEST	WWE-002	05/21/2014	5/9/14	205.44.6200.453.60065	313.59
COCA COLA BOTTLING COMPANY	0188551231	05/21/2014	4/30/14	205.44.6200.453.76100	690.51
COCA COLA BOTTLING COMPANY	0188551621	05/21/2014	5/14/14	205.44.6200.453.76100	134.40
DAKOTA GLASS & GLAZING INC	2013614	05/21/2014	12/20/13	205.44.6200.453.40040	1,190.00
FIRST IMPRESSION GROUP, THE	55671	05/21/2014	3022	205.44.6200.453.50030	2,185.00
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	205.44.6200.453.30550	37.74
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	205.44.6200.453.30550	10.50
GRAINGER	9421693657	05/14/2014	806460150	205.44.6200.453.60016	97.92
GRAINGER	9429536965	05/14/2014	806460150	205.44.6200.453.60040	69.14
GRAINGER	9434777943	05/21/2014	806460150	205.44.6200.453.60016	500.33
GRAINGER	9434777943	05/21/2014	806460150	205.44.6200.453.60016	500.33
GRAINGER	9434777950	05/14/2014	806460150	205.44.6200.453.60016	14.47
GRAINGER	9434777950	05/14/2014	806460150	205.44.6200.453.60016	14.47
HALDEMAN-HOMME, INC	150715	05/14/2014	102105	205.44.6200.453.40042	492.00
HAWKINS, INC.	3589012	05/14/2014	108815	205.44.6200.453.60024	1,355.19
HAWKINS, INC.	3589013	05/14/2014	108815	205.44.6200.453.60024	875.70
HEIMEL, GEORGE	5/7/14	05/14/2014	REIMBURSE-LOW ENROLLME	205.44.0000.3493501	10.00
HOME DEPOT CREDIT SERVICES	5/8/14 6035 3220 1712 83	05/21/2014	6035 3220 1712 8343	205.44.6200.453.40040	(5.99)
ICE SKATING INSTITUTE	00104847	05/14/2014	0020075	205.44.6200.453.50070	395.00
KRECH IRON WORKS	6379	05/14/2014	5/1/14	205.44.6200.453.40040	33.00
MENARDS - WEST ST. PAUL	52561	05/14/2014	30170270	205.44.6200.453.40040	26.64
MENARDS - WEST ST. PAUL	52561	05/14/2014	30170270	205.44.6200.453.40042	3.78
MENARDS - WEST ST. PAUL	52561	05/14/2014	30170270	205.44.6200.453.60012	7.49
MENARDS - WEST ST. PAUL	52561	05/14/2014	30170270	205.44.6200.453.60012	7.49
MENARDS - WEST ST. PAUL	52561	05/14/2014	30170270	205.44.6200.453.60040	18.56
MENARDS - WEST ST. PAUL	54162	05/21/2014	30170270	205.44.6200.453.60040	19.97
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.207.2070300	8,760.65
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.40042	4.90
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.40042	30.11
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60011	69.13
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60011	4.01
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60012	0.15
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60012	0.83
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60016	4.72
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60016	81.96
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60024	101.34
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60040	21.49

MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60040	2.11
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60040	0.95
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60040	0.25
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60040	1.81
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60065	2.19
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60065	35.44
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60065	0.40
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60065	1.47
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60065	1.30
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60065	2.18
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60065	1.38
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60065	8.88
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	205.44.6200.453.60065	11.59
NAC MECHANICAL & ELECTRICAL SERVICE	102132	05/14/2014	8712-1	205.44.6200.453.40040	1,156.72
NAC MECHANICAL & ELECTRICAL SERVICE	102133	05/14/2014	8712-1	205.44.6200.453.40040	3,754.18
NAC MECHANICAL & ELECTRICAL SERVICE	102406	05/21/2014	8712-1	205.44.6200.453.40040	368.03
OLSEN FIRE PROTECTION, INC	4308	05/21/2014	INVERGRO	205.44.6200.453.50055	152.50
OLSEN FIRE PROTECTION, INC	4308	05/21/2014	INVERGRO	205.44.6200.453.50055	152.50
RECREATION SUPPLY COMPANY	268707	05/14/2014	M09501	205.44.6200.453.40040	102.55
TAHO SPORTSWEAR	14TF0571	05/21/2014	5/1/14	205.44.6200.453.60045	864.70
TAHO SPORTSWEAR	14TF0571	05/21/2014	5/1/14	205.44.6200.453.60045	101.60
VANCO SERVICES LLC	00006049961	05/14/2014	APRIL 2014	205.44.6200.453.70600	71.00
XCEL ENERGY	411773829	05/14/2014	51-4779167-3	205.44.6200.453.40010	9,086.85
XCEL ENERGY	411773829	05/14/2014	51-4779167-3	205.44.6200.453.40010	2,944.60
XCEL ENERGY	411773829	05/14/2014	51-4779167-3	205.44.6200.453.40020	8,720.23
XCEL ENERGY	411773829	05/14/2014	51-4779167-3	205.44.6200.453.40020	13,353.61
<b>Fund: 205 - COMMUNITY CENTER</b>					<b>60,216.14</b>
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	290.45.3000.419.30550	1.18
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	290.45.3000.419.30420	104.00
<b>Fund: 290 - EDA</b>					<b>105.18</b>
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	402.44.6000.451.30420	256.50
<b>Fund: 402 - PARK ACQ. &amp; DEV. FUND</b>					<b>256.50</b>
METROPOLITAN COUNCIL ENVIRON SRVCS	APRIL 2014	05/21/2014	APRIL 2014	404.217.2170000	114,310.00
<b>Fund: 404 - SEWER CONNECTION FUND</b>					<b>114,310.00</b>
EHLERS AND ASSOCIATES, INC.	348172	05/21/2014	TIF MANAGEMENT PLAN	405.57.9000.570.30150	302.50
<b>Fund: 405 - NORTH SIDE WTR STOR. FAC.</b>					<b>302.50</b>
SHORT ELLIOTT HENDRICKSON, INC.	280063	05/14/2014	4340	426.72.5900.726.30300	236.26
<b>Fund: 426 - 2006 IMPROVEMENT FUND</b>					<b>236.26</b>
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	431.73.5900.731.30420	398.00
MN DEPT OF TRANSPORTATION	00000205080	05/21/2014	000000012982	431.73.5900.731.80300	26,769.12
<b>Fund: 431 - 2011 IMPROVEMENT FUND</b>					<b>27,167.12</b>
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	434.73.5900.734.30420	278.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	434.73.5900.734.30420	110.50
NATURAL SHORE TECHNOLOGIES INC	2814	05/21/2014	5/5/14	434.73.5900.734.60065	115.49
<b>Fund: 434 - 2014 IMPROVEMENT FUND</b>					<b>503.99</b>
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	440.74.5900.740.30420	203.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	440.74.5900.740.30420	7,397.24
<b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b>					<b>7,600.24</b>
M & J SERVICES, LLC	1027	05/14/2014	4/18/14	441.74.5900.741.40066	650.00
M & J SERVICES, LLC	1029	05/14/2014	4/21-4/22	441.74.5900.741.40066	1,580.00
<b>Fund: 441 - STORM WATER MANAGEMENT</b>					<b>2,230.00</b>
EHLERS AND ASSOCIATES, INC.	348171	05/21/2014	NW AREA CONNECTION FEE	448.74.5900.748.30150	51.25
<b>Fund: 448 - NWA - STORM WATER</b>					<b>51.25</b>
ACE PAINT & HARDWARE	519743/5	05/14/2014	501126	501.50.7100.512.60016	21.98
ACE PAINT & HARDWARE	519947/5	05/21/2014	501126	501.50.7100.512.60016	15.97
ACE PAINT & HARDWARE	519959/5	05/21/2014	501126	501.50.7100.512.60016	28.98
ACE PAINT & HARDWARE	519883/5	05/14/2014	501126	501.50.7100.512.60016	14.98
AMERICAN WATER WORKS ASSN	7000784067	05/21/2014	00139413	501.50.7100.512.50070	1,748.00
B&D PLUMBING HEATING & AC INC.	FO 2014-462	05/14/2014	11496 COURTHOUSE BLVD	501.50.0000.3814000	225.00
BATTCHER & AERO ELECTRICAL CONST.	342	05/14/2014	1021	501.50.7100.512.40042	757.66
CITY OF BLOOMINGTON	4/1/14-4/30/14	05/14/2014	4/30/14	501.50.7100.512.30700	420.00
DIVERSE MACHINE WORKS	29776	05/21/2014	4/9/14	501.50.7100.512.40043	325.00
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	501.50.7100.512.30550	29.71
GOPHER STATE ONE-CALL	103481	05/14/2014	MN00435	501.50.7100.512.30700	584.65

GRAINGER	9426753670	05/14/2014	806460150	501.50.7100.512.60016	222.14
HAWKINS, INC.	3586413	05/14/2014	108816	501.50.7100.512.60019	589.00
HAWKINS, INC.	3591744	05/21/2014	123649	501.50.7100.512.60019	593.69
L & L WELDING INC	5/6/14	05/14/2014	2/14/14 3/7/14	501.50.7100.512.30700	8,225.00
METROPOLITAN COUNCIL	0001033559	05/21/2014	W030	501.50.7100.512.40040	350.00
MN DEPT OF HEALTH	4/16/14	05/14/2014	EXAMINATION	501.50.7100.512.50080	23.00
MN DEPT OF HEALTH	SCHWARTZ, AL	05/21/2014	CLASS C #8307	501.50.7100.512.50070	23.00
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	501.207.2070200	1,381.34
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	501.207.2070300	29.49
PLANT & FLANGED EQUIPMENT COMPANY	0062850-IN	05/14/2014	INV5000	501.50.7100.512.40042	3,009.24
RAINBOW INC.	4/18/14	05/21/2014	122227	501.50.7100.512.40042	53,865.00
SEELYE PLASTICS INC	SI+0135044	05/14/2014	200728	501.50.7100.512.40042	71.69
SEXTON COMPANY, THE	57188	05/14/2014	4115	501.50.7100.512.60045	207.25
SHANK CONSTRUCTORS, INC.	4/1/14-4/25/14	05/14/2014	1265	501.50.7100.512.40042	10,056.00
THUREEN, SCOTT D	5/9/14	05/14/2014	REIMBURSE-RETIREMENT PA	501.50.7100.512.50075	46.96
TKDA	002014001033	05/14/2014	0014026.007	501.50.7100.512.30700	1,492.13
WALKER LAWN CARE, INC.	4818	05/14/2014	4/25/14	501.50.7100.512.60016	1,207.25
WALKER LAWN CARE, INC.	4836	05/14/2014	4/28/14	501.50.7100.512.60016	850.21
WALKER LAWN CARE, INC.	4796	05/14/2014	4/29/14	501.50.7100.512.60016	240.47
WHAT WORKS INC	IGH14-02	05/14/2014	4/28/14	501.50.7100.512.30300	2,755.00
XCEL ENERGY	409369794	05/14/2014	51-6098709-7	501.50.7100.512.40010	75.07
XCEL ENERGY	411615541	05/14/2014	51-6098709-7	501.50.7100.512.40010	966.86
XCEL ENERGY	411615541	05/14/2014	51-6098709-7	501.50.7100.512.40020	9,042.47
<b>Fund: 501 - WATER UTILITY FUND</b>					<b>99,494.19</b>
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	502.51.7200.514.30550	16.62
GRAINGER	9426177581	05/14/2014	806460150	502.51.7200.514.40042	123.29
METROPOLITAN COUNCIL ENVIRON SRVCS	0001033431	05/21/2014	5084	502.51.7200.514.40015	135,167.27
XCEL ENERGY	411615541	05/14/2014	51-6098709-7	502.51.7200.514.40010	214.35
XCEL ENERGY	411615541	05/14/2014	51-6098709-7	502.51.7200.514.40020	1,111.80
<b>Fund: 502 - SEWER UTILITY FUND</b>					<b>136,633.33</b>
ACE PAINT & HARDWARE	519824/5	05/14/2014	501126	503.52.8600.527.40042	8.56
ACE PAINT & HARDWARE	519950/5	05/21/2014	501126	503.52.8500.526.60065	23.44
ACE PAINT & HARDWARE	519831/5	05/14/2014	501126	503.52.8500.526.40040	13.98
ALL STAR PRO GOLF, INC.	237238	05/21/2014	210365	503.52.8000.521.60065	805.57
ARCTIC GLACIER, INC.	436413000	05/21/2014	1726134	503.52.8300.524.76050	102.52
CHECKVIEW CORPORATION	94017473	05/21/2014	64063	503.52.8500.526.50055	144.62
COLLEGE CITY BEVERAGE	324847	05/21/2014	3592	503.52.8300.524.76150	227.90
COLLEGE CITY BEVERAGE	324785	05/14/2014	3592	503.52.8300.524.76150	247.10
COVERALL OF THE TWIN CITIES INC	7070201133	05/14/2014	707-2469	503.52.8500.526.40040	1,124.81
DRAFT TECHNOLOGIES	05121405	05/21/2014	5/12/14	503.52.8300.524.76050	50.00
FOOTJOY	5575536	05/14/2014	008363/2243 062177/2243 0025	503.52.8200.523.76200	135.09
GARY'S PEST CONTROL	49115	05/21/2014	5/12/14	503.52.8500.526.40040	69.63
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	503.52.8000.521.30550	22.00
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	503.52.8500.526.30550	12.05
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	503.52.8600.527.30550	25.57
GMS INDUSTRIAL SUPPLIES, INC.	003769A	05/14/2014	0001869	503.52.8600.527.40042	25.36
GRAINGER	9440261106	05/21/2014	855256939	503.52.8500.526.60010	34.42
GRANDMA'S BAKERY	453254	05/21/2014	24400	503.52.8300.524.76050	25.69
GRANDMA'S BAKERY	453223	05/21/2014	24400	503.52.8300.524.76050	25.69
GRANDMA'S BAKERY	453521	05/21/2014	24400	503.52.8300.524.76050	25.68
GRANDMA'S BAKERY	59444	05/21/2014	24400	503.52.8300.524.76050	(18.34)
GRANDMA'S BAKERY	453852	05/21/2014	24400	503.52.8300.524.76050	29.51
GRANDMA'S BAKERY	59399	05/14/2014	24400	503.52.8300.524.76050	(2.79)
GRANDMA'S BAKERY	454183	05/21/2014	24400	503.52.8300.524.76050	29.52
GRANDMA'S BAKERY	455148	05/21/2014	24400	503.52.8300.524.76050	45.15
GRANDMA'S BAKERY	454483	05/21/2014	24400	503.52.8300.524.76050	38.66
GRANDMA'S BAKERY	454823	05/21/2014	24400	503.52.8300.524.76050	47.82
GRANDMA'S BAKERY	455386	05/21/2014	24400	503.52.8300.524.76050	30.40
GRANDMA'S BAKERY	450191	05/14/2014	24400	503.52.8300.524.76050	32.72
GRANDMA'S BAKERY	450532	05/14/2014	24400	503.52.8300.524.76050	45.07
GRANDMA'S BAKERY	450800	05/14/2014	24400	503.52.8300.524.76050	19.95
GRANDMA'S BAKERY	451080	05/14/2014	24400	503.52.8300.524.76050	29.51
GRANDMA'S BAKERY	451389	05/14/2014	24400	503.52.8300.524.76050	29.52
GRANDMA'S BAKERY	451724	05/14/2014	24400	503.52.8300.524.76050	32.69
GRANDMA'S BAKERY	452048	05/14/2014	24400	503.52.8300.524.76050	72.50
GRANDMA'S BAKERY	452370	05/14/2014	24400	503.52.8300.524.76050	25.71
HEGGIES PIZZA	1080699	05/14/2014	1708	503.52.8300.524.76050	28.40
JJ TAYLOR DIST. COMPANY OF MN	2220285	05/21/2014	00834	503.52.8300.524.76150	219.00
JJ TAYLOR DIST. COMPANY OF MN	2220214	05/14/2014	00834	503.52.8300.524.76150	308.60
M. AMUNDSON LLP	173450	05/14/2014	902858	503.52.8300.524.76050	190.28
MINNESOTA MEDICAL TRAINING SERVICE	5/6/14	05/21/2014	5/6/14	503.52.8500.526.50070	469.00
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	503.207.2070300	111.57
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	503.52.8400.525.40041	0.59

MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	503.52.8500.526.40040	0.96
MTI DISTRIBUTING CO	949586-00	05/14/2014	402307	503.52.8600.527.40042	35.55
MTI DISTRIBUTING CO	950083-00	05/14/2014	402307	503.52.8600.527.40042	248.13
MTI DISTRIBUTING CO	950732-00	05/14/2014	402307	503.52.8600.527.60020	328.45
MTI DISTRIBUTING CO	952788-00	05/14/2014	402307	503.52.8600.527.40042	164.71
MTI DISTRIBUTING CO	949115-00	05/14/2014	402307	503.52.8600.527.60014	657.56
NAPA OF INVER GROVE HEIGHTS	374332	05/14/2014	4165	503.52.8600.527.60040	40.95
NAPA OF INVER GROVE HEIGHTS	374926	05/14/2014	4165	503.52.8600.527.40042	87.71
NAPA OF INVER GROVE HEIGHTS	375193	05/14/2014	4165	503.52.8600.527.40042	122.81
NAPA OF INVER GROVE HEIGHTS	373325	05/14/2014	4165	503.52.8600.527.40042	29.10
NAPA OF INVER GROVE HEIGHTS	373326	05/14/2014	4165	503.52.8600.527.40042	76.74
NAPA OF INVER GROVE HEIGHTS	376556	05/14/2014	4165	503.52.8600.527.40042	3.19
NIKE USA, INC.	960105353	05/21/2014	79282	503.52.8200.523.76200	105.00
PGA OF AMERICA	5/1/14 03608811	05/21/2014	03608811	503.52.8500.526.50070	441.00
PIONEER PRESS	0414520544	05/14/2014	520544	503.52.8500.526.50025	60.00
PRESTIGE ELECTRIC, INC.	86034	05/14/2014	5/2/14	503.52.8600.527.40040	404.00
SOUTH BAY DESIGN	050114	05/14/2014	5/1/14	503.52.8500.526.50025	280.00
SUN MOUNTAIN SPORTS	166027	05/14/2014	5507701	503.52.8200.523.76350	163.00
TDS METROCOM	5/13/14 651 457 3667	05/21/2014	651 457 3667	503.52.8500.526.50020	256.41
TOLL GAS & WELDING SUPPLY	10022295	05/14/2014	C1376	503.52.8600.527.40042	180.40
TWIN CITY SAW	A20832	05/14/2014	4/28/14	503.52.8600.527.40042	82.99
TWIN CITY SEED COMPANY	32015	05/21/2014	5/2/14	503.52.8600.527.80300	867.00
US FOODSERVICE	5231236	05/21/2014	03805983	503.52.8300.524.76050	361.02
US FOODSERVICE	5245041	05/21/2014	03805983	503.52.8300.524.76050	121.20
US FOODSERVICE	5077979	05/14/2014	03805983	503.52.8300.524.76050	700.97
WINFIELD SOLUTIONS, LLC	7884532	05/14/2014	156650	503.52.8600.527.60030	5,000.00
WINFIELD SOLUTIONS, LLC	000059299884	05/21/2014	7884532	503.52.8600.527.80300	1,116.85
XCEL ENERGY	411250020	05/14/2014	51-5754361-1	503.52.8500.526.40010	106.42
XCEL ENERGY	411250020	05/14/2014	51-5754361-1	503.52.8500.526.40020	236.62
XCEL ENERGY	411250020	05/14/2014	51-5754361-1	503.52.8600.527.40010	276.22
XCEL ENERGY	411250020	05/14/2014	51-5754361-1	503.52.8600.527.40020	613.36

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

**18,133.04**

EHLERS AND ASSOCIATES, INC.	348171	05/21/2014	NW AREA CONNECTION FEE	511.50.7100.512.30150	51.25
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**Fund: 511 - NWA - WATER**

**51.25**

EHLERS AND ASSOCIATES, INC.	348171	05/21/2014	NW AREA CONNECTION FEE	512.51.7200.514.30150	51.25
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**Fund: 512 - NWA - SEWER**

**51.25**

GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	602.00.2100.415.30550	2.01
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	602.00.2100.415.30420	893.94
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	602.00.2100.415.30420	392.00

**Fund: 602 - RISK MANAGEMENT**

**1,287.95**

ACE PAINT & HARDWARE	519706/5	05/14/2014	501126	603.00.5300.444.40041	2.89
ACE PAINT & HARDWARE	519966/5	05/21/2014	501126	603.00.5300.444.60012	17.91
BOYER TRUCKS - MINNEAPOLIS	267565	05/21/2014	C20390	603.00.5300.444.40041	1,008.45
ELECTRIC FIRE & SECURITY	90012	05/21/2014	140982	603.00.5300.444.40040	783.50
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW042414-6	05/21/2014	4/24/14	603.140.1450050	126.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	RP050114-1	05/21/2014	5/1/14	603.00.5300.444.40041	11.21
FLEETPRIDE	60826321	05/14/2014	501278	603.00.5300.444.40041	52.74
FRED PRYOR SEMINARS	15591754	05/21/2014	32550293	603.00.5300.444.50080	119.00
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	603.00.5300.444.30550	13.41
HORWITZ NS/I	W30761	05/14/2014	CTYOFIGH	603.00.5300.444.40040	946.69
INVER GROVE FORD	6142904/1	05/14/2014	4/28/14	603.00.5300.444.40041	1,255.15
KIMBALL MIDWEST	3539427	05/21/2014	222006	603.00.5300.444.60012	330.33
KIMBALL MIDWEST	3544165	05/21/2014	222006	603.00.5300.444.60012	278.00
LARSON COMPANIES	B-241260024	05/21/2014	14649	603.140.1450050	41.54
LARSON COMPANIES	B-241290095	05/21/2014	14649	603.140.1450050	297.70
LIBERTY TIRE RECYCLING, LLC	0000453563	05/14/2014	058454	603.00.5300.444.60014	141.25
METROMATS	9843	05/21/2014	4/17/14	603.00.5300.444.40065	38.50
METROMATS	9669	05/21/2014	4/3/14	603.00.5300.444.40065	38.50
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	603.00.5300.444.40041	21.02
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	603.00.5300.444.40042	1.03
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	603.00.5300.444.40065	0.33
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	603.00.5300.444.60011	0.09
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	603.00.5300.444.60012	0.52
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	603.00.5300.444.60014	0.89
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	603.00.5300.444.60016	0.05
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 PETRO TAX	603.00.5300.444.60021	323.48
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	603.00.5300.444.60022	1.11
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	603.00.5300.444.60040	0.16
O'REILLY AUTO PARTS	1767-480680	05/14/2014	38679B	603.00.5300.444.60012	28.98
O'REILLY AUTO PARTS	1767-480716	05/14/2014	1578028	603.00.5300.444.40041	53.57
O'REILLY AUTO PARTS	1767-481200	05/21/2014	1578028	603.00.5300.444.40041	2.50

O'REILLY AUTO PARTS	1767-483761	05/21/2014	1578028	603.00.5300.444.60040	3.99
O'REILLY AUTO PARTS	1767-483775	05/21/2014	1578028	603.00.5300.444.60040	9.88
O'REILLY AUTO PARTS	1767-481827	05/21/2014	1578028	603.00.5300.444.40041	(53.57)
O'REILLY AUTO PARTS	1767-481828	05/14/2014	1578028	603.00.5300.444.60012	19.99
O'REILLY AUTO PARTS	1767-481840	05/14/2014	1578028	603.00.5300.444.40041	21.19
O'REILLY AUTO PARTS	1767-481840	05/14/2014	1578028	603.140.1450050	10.96
O'REILLY AUTO PARTS	1767-483773	05/21/2014	1578028	603.00.5300.444.40041	(26.26)
O'REILLY AUTO PARTS	1767-482906	05/21/2014	1578028	603.00.5300.444.40041	29.99
O'REILLY AUTO PARTS	1767-483057	05/21/2014	1578028	603.00.5300.444.40041	25.72
O'REILLY AUTO PARTS	1767-483057	05/21/2014	1578028	603.140.1450050	5.20
O'REILLY AUTO PARTS	1767-483061	05/21/2014	1578028	603.00.5300.444.40041	45.74
O'REILLY AUTO PARTS	1767-48312	05/21/2014	1578028	603.00.5300.444.40041	7.22
O'REILLY AUTO PARTS	1767-483154	05/21/2014	1578028	603.00.5300.444.40041	26.26
O'REILLY AUTO PARTS	1767-48319	05/21/2014	1578028	603.00.5300.444.40041	11.30
POMP'S TIRE SERVICE, INC.	980007607	05/21/2014	4502557	603.140.1450050	1,299.72
POMP'S TIRE SERVICE, INC.	980004861	05/21/2014	4502557	603.00.5300.444.40041	247.82
REED'S SALES & SERVICE	131936	05/21/2014	INC1191	603.00.5300.444.40041	121.91
SERVO SYSTEMS CO	0041932-IN	05/21/2014	0029882	603.00.5300.444.40041	515.00
SWEEPER SERVICES	14034	05/14/2014	4/23/14	603.00.5300.444.40041	370.17
TOWMASTER TRAILERS INC	357912	05/14/2014	2946	603.00.5300.444.40041	945.15
TRACTOR SUPPLY CREDIT PLAN	4/20/14 6035 3012 0018 3	05/14/2014	6035 3012 0018 3679	603.00.5300.444.40041	34.99
TRACTOR SUPPLY CREDIT PLAN	4/20/14 6035 3012 0018 3	05/14/2014	6035 3012 0018 3679	603.00.5300.444.40041	52.88
TRACTOR SUPPLY CREDIT PLAN	4/20/14 6035 3012 0018 3	05/14/2014	6035 3012 0018 3679	603.00.5300.444.60012	23.99
TRACTOR SUPPLY CREDIT PLAN	4/20/14 6035 3012 0018 3	05/14/2014	6035 3012 0018 3679	603.00.5300.444.60045	39.98
TRUCK UTILITIES, INC.	0268332	05/14/2014	000154	603.00.5300.444.40041	132.07
TSS AUTOMOTIVE EQUIPMENT SERVICE	3017	05/14/2014	5/1/14	603.00.5300.444.40040	464.50
UNIFIRST CORPORATION	090 0201082	05/14/2014	1051948	603.00.5300.444.40065	106.07
UNIFIRST CORPORATION	090 0201082	05/14/2014	1051948	603.00.5300.444.60045	27.33
UNIFIRST CORPORATION	090 0201956	05/14/2014	1051948	603.00.5300.444.40065	106.07
UNIFIRST CORPORATION	090 0201956	05/14/2014	1051948	603.00.5300.444.60045	27.33
UNIFIRST CORPORATION	090 0203689	05/21/2014	1051948	603.00.5300.444.40065	106.07
UNIFIRST CORPORATION	090 0203689	05/21/2014	1051948	603.00.5300.444.60045	27.33
UNIFIRST CORPORATION	090 0202825	05/14/2014	1051948	603.00.5300.444.40065	106.07
UNIFIRST CORPORATION	090 0202825	05/14/2014	1051948	603.00.5300.444.60045	27.33
WATEROUS COMPANY	P212411 001	05/21/2014	28900000	603.00.5300.444.40041	89.00
WESTERN PETROLEUM COMPANY	97133964-41801	05/14/2014	112741	603.140.1450050	672.93
WESTERN PETROLEUM COMPANY	97136205-41801	05/21/2014	112741	603.00.5300.444.60012	(460.86)
WESTERN PETROLEUM COMPANY	97136231-41801	05/21/2014	112741	603.140.1450050	1,400.86
XCEL ENERGY	411064293	05/14/2014	51-5279113-0	603.00.5300.444.40010	1,080.13
XCEL ENERGY	411064293	05/14/2014	51-5279113-0	603.00.5300.444.40020	1,679.17
YOCUM OIL COMPANY, INC.	624418	05/14/2014	502860	603.140.1450060	6,173.20
YOCUM OIL COMPANY, INC.	624419	05/14/2014	502860	603.140.1450060	12,940.13
YOCUM OIL COMPANY, INC.	624420	05/14/2014	502860	603.140.1450060	3,200.43
ZARNOTH BRUSH WORKS	0149173-IN	05/21/2014	0035363	603.00.5300.444.40041	555.80
ZARNOTH BRUSH WORKS	0149203-IN	05/21/2014	0035362	603.00.5300.444.40041	222.00
ZARNOTH BRUSH WORKS	0149238-IN	05/21/2014	0035475	603.00.5300.444.40041	25.15
ZARNOTH BRUSH WORKS	0149481-IN	05/21/2014	INV1669	603.140.1450050	678.00

**Fund: 603 - CENTRAL EQUIPMENT**

**39,111.83**

COORDINATED BUSINESS SYSTEMS	252666920	05/21/2014	923425	604.00.2200.416.40050	209.29
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	604.00.2200.416.40050	123.45
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	604.00.2200.416.60005	0.36
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	604.00.2200.416.60010	23.82
S & T OFFICE PRODUCTS	APRIL 2014	05/14/2014	APRIL 2014	604.00.2200.416.60005	125.00
S & T OFFICE PRODUCTS	APRIL 2014	05/14/2014	APRIL 2014	604.00.2200.416.60010	1,573.07
US BANCORP EQUIPMENT FINANCE, INC.	252619283	05/21/2014	923425	604.00.2200.416.40050	4,133.33

**Fund: 604 - CENTRAL STORES**

**6,188.32**

BETTS, BETH	1058	05/14/2014	SPRING CONTAINERS	605.00.7500.460.30700	456.85
CULLIGAN	4/30/14 157-98503022-8	05/21/2014	157-98503022-8	605.00.7500.460.60011	59.35
ELECTRIC FIRE & SECURITY	89807	05/21/2014	140804	605.00.7500.460.40040	123.40
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	605.00.7500.460.30550	3.50
HORWITZ NS/I	W31373	05/21/2014	CTYOFIGH	605.00.7500.460.40040	4,676.94
HORWITZ NS/I	c003298	05/21/2014	CTYOFIGH	605.00.7500.460.40040	2,580.00
HUEBSCH SERVICES	3256471	05/21/2014	100075	605.00.7500.460.40065	139.07
J.H. LARSON COMPANY	S100636045.001	05/21/2014	29039	605.00.7500.460.60016	175.80
LONE OAK COMPANIES	62814	05/21/2014	UTILITY BILLS	605.00.7500.460.50035	475.80
MINNESOTA ELEVATOR, INC	311183	05/21/2014	5395	605.00.7500.460.40040	232.60
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	605.00.7500.460.40020	12.36
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	605.00.7500.460.40040	12.96
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	605.00.7500.460.40044	1.15
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	605.00.7500.460.40065	0.15
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	605.00.7500.460.60011	0.12
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	605.00.7500.460.60065	1.19
USA MOBILITY WIRELESS INC	X0317493E	05/21/2014	0317493-5	605.00.7500.460.40065	4.57

XCEL ENERGY	411064293	05/14/2014	51-5279113-0	605.00.7500.460.40020	6,453.68
ZEE MEDICAL SERVICE	54183997	05/14/2014	5/7/14	605.00.7500.460.60065	155.50
<b>Fund: 605 - CITY FACILITIES</b>					<b>15,564.99</b>
ADVANCED TECHNOLOGY SYSTEMS, INC.	72869	05/14/2014	4/17/14	606.00.1400.413.60010	260.80
CARTE GRAPH SYSTEMS	R-0932414	05/14/2014	INVERPRN	606.00.1400.413.30700	12,515.25
CDW GOVERNMENT INC	LD30019	05/14/2014	FFPN794	606.00.1400.413.80620	1,084.80
CDW GOVERNMENT INC	LK27621	05/14/2014	2394832	606.00.1400.413.80620	20,707.50
DELL MARKETING	XJDJ8PDF8	05/14/2014	19369783	606.00.1400.413.60042	174.02
DELL MARKETING	XJD5D98R5	05/14/2014	19368783	606.00.1400.413.80620	6,338.00
DELL MARKETING	XJDJR94R3	05/14/2014	19368783	606.00.1400.413.60042	1,078.05
GENESIS EMPLOYEE BENEFITS, INC	23798	05/21/2014	APRIL 2014	606.00.1400.413.30550	11.67
IDEAL SYSTEM SOLUTIONS, INC.	41348	05/14/2014	110-080034	606.00.1400.413.30700	6,963.00
INTEGRA TELECOM	11945704	05/21/2014	887115	606.00.1400.413.50020	984.21
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	606.00.1400.413.60010	12.89
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	606.00.1400.413.60040	2.23
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	606.00.1400.413.60065	3.03
MN DEPT OF REVENUE	APRIL 2014	05/20/2014	APRIL 2014 SALES AND USE T	606.00.1400.413.80610	52.55
OFFICE OF MN. IT SERVICES	DV14040459	05/14/2014	200B00171	606.00.1400.413.30750	311.81
TDS METROCOM	5/13/14 651 451 1944	05/21/2014	651 451 1944	606.00.1400.413.50020	246.73
WORKS COMPUTING, INC.	21748	05/14/2014	INVER	606.00.1400.413.30700	1,150.00
<b>Fund: 606 - TECHNOLOGY FUND</b>					<b>51,896.54</b>
CULLIGAN	4/30/14 157-98473242-8	05/21/2014	157-98473242-8	702.229.2286300	46.75
HENNEPIN COUNTY DISTRICT COURT	13402584	05/21/2014	JOHN ALAN SKILLINGS	702.229.2291000	50.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2283600	72.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2291000	364.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2291000	48.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2291701	88.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2291800	195.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2295901	44.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2296601	310.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2297001	246.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2297601	442.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2298701	327.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2300601	151.20
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2301401	79.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2302801	475.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2303301	394.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2303601	242.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2303801	196.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2304201	33.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2304601	143.00
LEVANDER, GILLEN & MILLER P.A.	4/30/14 81000E	05/14/2014	81000E	702.229.2304801	749.00
POLZIN, THOMAS	12-3153	05/14/2014	VEHICLE FORFEITURE-12-003	702.229.2291000	75.00
THUREEN, SCOTT D	5/9/14	05/14/2014	REIMBURSE-RETIREMENT PA	702.229.2290200	102.42
<b>Fund: 702 - ESCROW FUND</b>					<b>4,952.37</b>
<b>Total</b>					<b>992,586.36</b>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Resolution Accepting the MS4 Annual Report for 2013**

Meeting Date: May 27, 2014  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 641-450-2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SM*

<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 resolution accepting the MS4 Annual Report for 2013.

**SUMMARY**

The implementation requirements of the City's NPDES MS4 (Storm Water) Permit require the City to prepare an Annual Report to the MPCA. Staff was able to accomplish all of the necessary tasks associated with the Storm Water Permit. A copy of the MS4 Annual Report for 2013 is attached.

The City completed a program that took care of all aspects of our Annual Report, including the annual meeting, developing and providing required education materials for the general public, providing required staff training, and providing an inspection and record keeping database for City use.

The Annual Report was presented to the public at the May 13, 2014 annual meeting. Two residents attended the meeting and provided comments regarding the MS4 program and annual report. A copy of the presentation is attached for your information. The comments received did not result in any significant changes to the City's MS4 Program and a Record of Decision was prepared (see attached). The City's 2013 MS4 Program included improvement actions, maintenance programs, training, inspections, and a satisfactory rating on the MPCA audit. In 2013, the City continued a five-year annual inspection plan for identifying and correcting the storm water facility maintenance needs. The City submitted for the MS4 permit renewal process in 2013, and the permit was issued on March 17, 2014.

I recommend approval of the resolution accepting the 2013 MS4 Annual Report and Record of Decision. The City must provide this Annual Report to the MPCA by June 30, 2014.

TJK/kf

- Attachments: Resolution  
 2013 Record of Decision  
 MS4 Annual Report  
 Presentation at the Annual Meeting

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE MS4 ANNUAL REPORT FOR 2013**

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

**WHEREAS**, in order to complete all required tasks to implement the City's NPDES MS4 (Storm Water) Permit in a timely manner, the City Public Works Department conducted various activities throughout 2013 to implement and track the MPCA's Best Management Practices (BMPs) to meet the required minimum control measures of the permit; and

**WHEREAS**, the City compiled the MS4 activities in a Record of Activities, prepared an Annual Report for 2013 and conducted an Annual Meeting to present the MS4 Report to the public; and

**WHEREAS**, the City heard comments from its residents and concluded that the MS4 activities for 2013 met the permit requirements and staff prepared the 2013 Record of Decision following the May 13, 2014 Annual Meeting.

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

1. The 2013 Record of Decision and the MS4 Annual Report for 2013 are hereby accepted and staff is directed to present the Annual Report to the MPCA prior to the June 30, 2014 deadline.

Adopted by the City Council of Inver Grove Heights this 27th day of May 2014.

AYES:  
NAYS:

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

ATTEST:

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

**2013 RECORD OF DECISION**  
**May 27, 2014**

**CITY OF INVER GROVE HEIGHTS, MN**  
**NPDES PHASE II: SMALL MUNICIPAL SEPARATE STORM SEWER**  
**SYSTEMS (MS4) {Part V.G.2.b.1-3, c.}**

Pursuant to the 2006 NPDES Phase II: MS4 requirements, the following Record of Decision was created in response to public comments received at the 2013 annual public meeting held at 5:00 p.m. on May 13, 2014 at Inver Grove Heights City Hall, 8150 Barbara Avenue in Inver Grove Heights, MN.

**Background & Comments**

Tom Kaldunski, P.E., City Engineer, and Steve Dodge, Assistant City Engineer, presented an overview of the City's Storm Water Pollution Prevention Plan (SWPPP), and outlined the six minimum control measures the City implemented in 2013 and goals for 2014. The meeting was to encourage public comment, determine the appropriateness of the current plan and incorporate public feedback into the SWPPP (if applicable).

Two residents attended the meeting and no comments were received from the public prior to the start of the meeting. Public comments received at the meeting consisted of concerns with sediment buildup and plumes in Schmidt Lake, along with general concerns about the ditch and culverts that drain to the lake.

City staff provided general information on these topics and sources where residents can obtain additional information, if desired. Due to the nature of the comments received, no formal response or SWPPP modifications are required by the City.

Any questions regarding the NPDES Phase II: MS4 requirements for the City of Inver Grove Heights may be directed to Tom Kaldunski, City Engineer, at 651-450-2572.

*<End of Record of Decision>*



**Minnesota Pollution Control Agency**

520 Lafayette Road North  
St. Paul, MN 55155-4194

# MS4 Annual Report for 2013

## Municipal Separate Storm Sewer Systems (MS4s)

Reporting period January 1, 2013 to December 31, 2013

Due June 30, 2014

*Doc Type: Permitting Annual Report*

**Instructions:** By completing this mandatory MS4 Annual Report form, you are providing the Minnesota Pollution Control Agency (MPCA) with a summary of your status of compliance with permit conditions, including an assessment of the appropriateness of your identified best management practices (BMPs) and progress towards achieving your identified measurable goals for each of the minimum control measures as required by the MS4 Permit (permit). If a permittee determines that program status or compliance with the permit can not be adequately reflected within the structure of this form additional explanation and/or information may be referenced in an attachment. This form has limitations and provides only a snap shot of your compliance with the conditions in the permit. After reviewing the information, MPCA staff may need to contact the permittee to clarify or seek additional information.

**Submittal:** This MS4 Annual Report must be submitted electronically to the MPCA using the submit button at the end of the form, from the person that is duly authorized to certify this form. All questions with an asterisk (\*) are required fields (these fields also have a red border), and must be completed before the form will send. A manual confirmation e-mail will be sent in response to electronic submissions. If you do not receive an e-mail confirmation within two business days, please contact the program staff below. (If the submit button does work for you, you can save a copy of the form to a location on your computer where you will easily be able to retrieve it. You will then have to attach the form separately to an e-mail once you are within your Internet mail.)

If you have further questions, please contact one of these MPCA staff members (toll-free 800-657-3864):

- Scott Fox                                      651-757-2368                                      [scott.fox@state.mn.us](mailto:scott.fox@state.mn.us)
- Claudia Hochstein                            651-757-2881                                      [claudia.hochstein@state.mn.us](mailto:claudia.hochstein@state.mn.us)
- Cole Landgraf                                 651-757-2880                                      [cole.landgraf@state.mn.us](mailto:cole.landgraf@state.mn.us)
- Dan Miller                                      651-757-2246                                      [daniel.miller@state.mn.us](mailto:daniel.miller@state.mn.us)
- Rachel Stangl                                 651-757-2879                                      [rachel.stangl@state.mn.us](mailto:rachel.stangl@state.mn.us)

### General Contact Information (\*Required fields)

\*Name of MS4: City of Inver Grove Heights                                      \*Contact name: Tom Kaldunski

\*Mailing address: 8150 Barbara Avenue

\*City: Inver Grove Heights                                      \*State: MN                                      \*Zip code: 55077

\*Phone (including area code): (651) 450-2572                                      \*E-mail: tkaldunski@invergroveheights.org

### Minimum Control Measure 1: Public Education and Outreach [V.G.1] (\*Required fields)

A. The permit requires each permittee to implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and steps that the public can take to reduce pollutants in stormwater runoff. [Part V.G.1.a]

**Note:** Indicate which of the following distribution methods you used. Indicate the number distributed in the spaces provided (enter "0" if the method was not used or "NA" if the data does not exist):

Media type	Number of media	Number of times published	Circulation/ Audience
<i>Example: Brochures:</i>	<i>3 different brochures</i>	<i>published 5 times</i>	<i>about 10,000</i>
Brochures:	2 different brochures	Available throughout year	
Newsletter:	5 different articles	published once each	14,400 / 34,189
Posters:	2 different posters	once at Town Hall Meeting	25
Newspaper articles:	1 Notice	published once	Local Paper
Utility bill inserts:			
Radio ads:			
Television ads:			
Cable Access Channel:	1 PSA Video	941 TV Spots	NDC4 Territory
Other: Website	1	Entire 2013 year	34,189
Other: Erosion Control Handout	1	1	87 Building Permits
Other:			

B. \*Do you use a website as a tool to distribute stormwater educational materials?  Yes  No

What is the URL: http://invergroveheights.org/index.aspx?nid=185

C. If you answered yes in question B. above, do you track hits to the site?  Yes  No

How many hits were to the stormwater page?: 32

D. \*Did you hold stormwater related events, presentations to schools or other such activities?  Yes  No

If yes, describe:

Coordinated with Girl Scouts to remove leaves from storm inlets in parks. Presented to high school students in a Career Discovery class about Public Works jobs and activities which included storm water facilities and maintenance.

E. \*Have specific messages been developed and distributed during this reporting year for Minimum Control Measure (MCM):

MCM 1:  Yes  No      MCM 4:  Yes  No

MCM 2:  Yes  No      MCM 5:  Yes  No

MCM 3:  Yes  No      MCM 6:  Yes  No

F. \*Have you developed partnerships with other MS4s, watershed districts, local or state governments, educational institutions, etc., to assist you in fulfilling the requirements for MCM 1?  Yes  No

G. List those entities with which you have partnered to meet the requirements of this MCM and describe the nature of the agreement(s). Attach a separate sheet if necessary:

The City is a member of the Lower Mississippi River Watershed Management Organization. The City is a member of the Minnesota Cities Stormwater Coalition. The City is a member of the Gun Club Lake Watershed Management Organization. The City partnered with DCSWCD to collect samples for the Met Council CAMP program for water quality testing. Inver Grove Heights is a 2013 Blue Thumb Partner with the Dakota County Soil and Water Conservation District.

H. \*Have you developed methods to assess the effectiveness of your public education/outreach program?  Yes  No

If yes, describe:

We track website hits on the storm water page and record attendees at the Town Hall Meeting where MS4 posters are displayed and brochures are available. We also keep track of how many Inver Grove Heights residents are participating in the Blue Thumb workshops annually. Track attendance at MS4 annual public meeting.

**Minimum Control Measure 2: Public Participation/Involvement [V.G.2] (\*Required fields)**

A. The permit requires you to hold at least one public meeting per year addressing the Stormwater Pollution Prevention Program. You must hold the public meeting prior to submittal to the Commissioner of the annual report. [Part V.G.1.e.]

B. \*Did you hold a public meeting to present accomplishments and to discuss your Stormwater Pollution Prevention Program (SWPPP)?  Yes  No

If no, explain:

C. \*What was the date of the public meeting: 05/13/2014

D. \*How many citizens attended specifically for stormwater (excluding board/council members and staff/hired consultants)? 2

E. \*Was the public meeting a stand-alone meeting for stormwater or was it combined with some other function (City Council meeting, other public event, etc.)?  Stand-alone  Combined

F. \*Each permittee must solicit and consider input from the public prior to submittal of the annual report. Did you receive written and/or oral input on your SWPPP? [Part V.G.2.b.1-3]  Yes  No

G. \*Have you revised your SWPPP in response to written or oral comments received from the public since the last annual reporting cycle? [Part V.G.2.c]  Yes  No

If yes, describe. Attach a separate sheet if necessary:

### Minimum Control Measure 3: Illicit Discharge Detection and Elimination [V.G.3] (\*Required fields)

The permit requires permittees to develop, implement, and enforce a program to detect and eliminate illicit discharges as defined in 40 CFR 122.26(b)(2). You must also select and implement a program of appropriate BMPs and measurable goals for this minimum control measure.

- A. \*Did you update your storm sewer system map?  Yes  No

If yes, please explain which components (ponds, pipes, outfalls, waterbodies, etc.) were updated/added:

Improved mapping of private storm water facilities. Newly constructed projects and reconstruction projects mapped. Various storm water features were verified and corrected as necessary. A GIS-based system to automatically track drainage paths from a given discharge point was further developed.

*Note: The storm sewer system map was to be completed by June 30, 2008. [Part V.G.3.a]*

- B. \*Have you modified the format in which the map is available?  Yes  No

- C. If yes, indicate the new format:  Hardcopy only  GIS system  CAD

Other system: \_\_\_\_\_

- D. \*Did you inspect for illicit discharges during the reporting year?  Yes  No

- E. If you answered yes in question D. above, did you identify any illicit discharges?  Yes  No

- F. If you answered yes in question E. above, how many illicit discharges were detected during the reporting period? 4

- G. If you answered yes in question E. above, did the illicit discharge result in an enforcement action?  Yes  No

If yes, what type of enforcement action(s) was taken (check all that apply):

- Verbal warning  Notice of violation  Fines  Criminal action  Civil penalties

Other (describe): \_\_\_\_\_

### Minimum Control Measure 4: Construction Site Stormwater Runoff [V.G.4] (\*Required fields)

The permit requires that each permittee develop, implement, and enforce a program to reduce pollutants in any stormwater runoff to your small MS4 from construction activities within your jurisdiction that result in a land disturbance of equal to or greater than one acre, including the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb one or more acres. [Part V.G.4.]

- A. The permit requires an erosion and sediment control ordinance or regulatory mechanism that must include sanctions to ensure compliance and contains enforcement mechanisms [Part V.G.4.a]. Indicate which of the following enforcement mechanisms are contained in your ordinance or regulatory mechanism and the number of actions taken for each mechanism used during the reporting period (enter "0" if the method was not used or "NA" if the data does not exist). **Check all that apply.**

Enforcement mechanism	Number of actions
<input checked="" type="checkbox"/> Verbal warnings	# 78
<input checked="" type="checkbox"/> Notice of violation	# 53
<input checked="" type="checkbox"/> Administrative orders	# 0
<input checked="" type="checkbox"/> Stop-work orders	# 1
<input checked="" type="checkbox"/> Fines	# 0
<input checked="" type="checkbox"/> Forfeit of security of bond money	# 0
<input checked="" type="checkbox"/> Withholding of certificate of occupancy	# 3
<input checked="" type="checkbox"/> Criminal actions	# 0
<input type="checkbox"/> Civil penalties	#
<input type="checkbox"/> Other:	#

- B. \*Have you developed written procedures for site inspections?  Yes  No

- C. \*Have you developed written procedures for site enforcement?  Yes  No

- D. \*Identify the number of active construction sites greater than an acre in your jurisdiction during the 2013 calendar year: 9
- E. \*On average, how frequently are construction sites inspected (e.g., weekly, monthly, etc.)? Weekly
- F. \*How many inspectors, at any time, did you have available to verify erosion and sediment control compliance at construction sites during the reporting period? 4

**Minimum Control Measure 5: Post-construction Stormwater Management in New Development and Redevelopment [V.G.5] (\*Required fields)**

The permit requires each permittee to develop, implement, and enforce a program to address stormwater runoff from new development and redevelopment projects within your jurisdiction that disturb an area greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale that discharge into your small MS4. Your program must ensure that controls are in place that would prevent or reduce water quality impacts. You must also select and implement a program of appropriate BMPs and measurable goals for this minimum control measure.

**Note:** The MS4 permit requirements associated with this minimum control measure were required to be fully developed and implemented by June 30, 2008.

- A. \*Have you established design standards for stormwater treatment BMPs installed as a result of post-construction requirements?  Yes  No
- B. \*Have you developed procedures for site plan review which incorporate consideration of water quality impacts?  Yes  No
- C. \*How many projects have you reviewed during the reporting period to ensure adequate long-term operation and maintenance of permanent stormwater treatment BMPs installed as a result of post-construction requirements? [Part V.G.5.b. and Part V.G.5.c]. 27
- D. \*Do plan reviewers use a checklist when reviewing plans?  Yes  No
- E. \*How are you funding the long-term operation and maintenance of your stormwater management system? (Check all that apply)
- Grants  Stormwater utility fee  Taxes
- Other: Assessments per SWFMA

**Minimum Control Measure 6: Pollution Prevention/Good Housekeeping for Municipal Operations [V.G.6] (\*Required fields)**

The permit requires each permittee to develop and implement an operation and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations. Your program must include employee training to prevent and reduce stormwater pollution from activities, such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance.

- A. \*The permit requires each permittee to inspect annually all structural pollution control devices, such as trap manholes, grit chambers, sumps, floatable skimmers and traps, separators, and other small settling or filtering devices [Part V.G.6.b.2)]
- B. \*Did you inspect all structural pollution control devices during the reporting period?  Yes  No
- C. \*Have you developed an alternate inspection frequency for any structural pollution control devices? [V.G.6.b.7)]  Yes  No
- \*Indicate the total number of structural pollution control devices for which you have developed and alternative inspection frequency:*
- D. \*Indicate the total number of structural pollution control devices (for example-grit chambers, sumps, floatable skimmers, etc.) within your MS4, the total number that were inspected during the reporting period, and calculate the percent inspected. Enter "0" if your MS4 does not contain structural pollution control devices or none were inspected. Enter "NA" if the data does not exist:

	*Total number	*Number inspected	*Percentage
*Structural pollution control devices:	172	28	16.2

- E. \*Did you repair, replace, or maintain any structural pollution control devices?  Yes  No

- F. \*For each BMP below, indicate the total number within your MS4, how many of each BMP type were inspected and the percent inspected during the reporting period. Enter "0" if your MS4 does not contain BMPs or none were inspected. Enter "NA" if the data does not exist:

Structure/Facility type	*Total number	*Number inspected	*Percentage
*Outfalls to receiving waters:	902	274	30
*Sediment basins/ponds:	161	73	45
<b>*Total</b>	1063	347	33

- G. Of the BMPs inspected in F.. above, did you include any privately owned BMPs in that number?  Yes  No
- H. If yes in G.. above, how many: \_\_\_\_\_

### Section 7: Impaired Waters Review (\*Required fields)

The permit requires any permittee whose MS4 discharges to a Water of the State, which appears on the current U. S. Environmental Protection Agency (EPA) approved list of impaired waters under Section 303(d) of the Clean Water Act, review whether changes to the SWPPP may be warranted to reduce the impact of your discharge [Part IV.D].

- A. \*Does your MS4 discharge to any waters listed as impaired on the state 303 (d) list?  Yes  No
- B. \*Have you modified your SWPPP in response to an approved Total Maximum Daily Load (TMDL)?  Yes  No
- If yes, indicate for which TMDL: \_\_\_\_\_

### Section 8: Additional SWPPP Issues (\*Required fields)

- A. \*Did you make a change to any BMPs or measurable goals in your SWPPP since your last report? [Part VI.D.3.]  Yes  No
- B. If yes, briefly list the BMPs or any measurable goals using their unique SWPPP identification numbers that were modified in your SWPPP, and why they were modified: *(Attach a separate sheet if necessary)*
- C. \*Did you rely on any other entities (MS4 permittees, consultants, or contractors) to implement any portion of your SWPPP? [Part VI.D.4.]  Yes  No

If yes, please identify them and list activities they assisted with:

Friedges Contracting Erosion Control Supervisor - 2012 09D 65th Street Reconstruction construction site erosion and sediment control.  
Emmons and Oliver Resources - Argenta Hills erosion and sediment control and 2013-06 TH3 Roundabout Stormwater Improvements site erosion and sediment control.

### Owner or Operator Certification (\*Required fields)

The person with overall administrative responsibility for SWPPP implementation and permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

- \*Yes - I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540).

\*Name of certifying official: Thomas J. Kaldunski

\*Title: City Engineer

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

(mm/dd/yyyy)

**Submit**

## NPDES Phase II MS4 Permit

# National Pollutant Discharge Elimination System

### Why This Meeting?

- Educate interested citizens
- Receive comments from the public
  - Storm Water Pollution Prevention Plan (SWPPP)
    - 6 Minimum Control Measures (MCM's)
  - Review progress of Best Management Practices (BMP's)
- Meet the annual requirements of the MS4 permit



## Six Minimum Control Measures (MCM)

- 1) Public education and outreach
- 2) Public participation and involvement
- 3) Illicit discharge detection and elimination
- 4) Construction site storm water runoff control
- 5) Post-construction storm water management
- 6) Pollution prevention and good housekeeping for municipal operations



## 2013 MS4 Achievements

### MCM 1 & 2. Public Education, Outreach, Participation, and Involvement

- Insights newsletter (5 MS4 related articles) circulation 14,400
- 87 Building Permit Erosion and Sediment Control Handouts
- 2 residents attended Blue Thumb workshops, 1 resident attended design courses and built a rain garden
- Public Works webpage (<http://www.invergroveheights.org/Index.aspx?NID=185>)
  - MS4 information, SWPPP, annual report
- SWPPP Annual Public Meeting (May 29, 2013)
- Annual Town hall Meeting
- Successful In MN Legacy Program
- ❖ Staff MS4 Training and Certifications
- ❖ Collaborate with Storm Water Groups:

DCSWCD	LMRWMO	MCSC
MISSISSIPPI RIVER FORUM		GCWMO



## 2013 MS4 Achievements

### MCM 3. Illicit Discharge Detection & Elimination

Illicit discharges are any discharge into a storm drain system that is not composed entirely of storm water (including illegal dumping, connections).

*Exceptions: Fire fighting, Lawn Watering, etc.*

- Sources
  - Broken sanitary sewer line
  - Connection of floor drains to storm sewer
  - Direct connections (ex. manufacturing facilities)
  - Inflow/Infiltration
  - Straight pipe sewer discharge
  - Failing septic systems
  - Illegal dumping



- Storm sewer map updated
- Inspections completed concurrently with outfall/pond inspections
- 4 illicit discharge complaints reviewed and investigated in 2013
- 2 illicit discharges Notice of Violation issued in 2013

## 2013 MS4 Achievements

### MCM 4. Construction Site Storm Water Runoff Control

All construction sites requiring a building permit or an NPDES permit

- 53 Erosion and Sediment Control Enforcement Actions
- 7 Notice of Major Violations issued
- 78 Verbal Warnings
- 1 Stop Work Notice



## 2013 MS4 Achievements

### MCM 5. Post-Construction Storm water Management

- City enforced up to 1" infiltration requirement in Mississippi non-degradation area
- City enforced new 2<sup>nd</sup> Generation Storm Water Management plan
- City Passed New Impervious Surface Ordinance
- Developed Tracking System for SWFMAs
- Developed Program for Annual Operation and Maintenance Report for Private Storm Water Facilities
- Developed City Wide BMP Storm Water Inventory (873 BMP's)
- Coordination with Girl Scouts for Storm Water BMP Maintenance Activity
- Established EIGH WMO
  
- ❖ 27 Plan reviews completed
- ❖ 9 Major Projects Under Construction



## 2013 MS4 Achievements

### MCM 6. Pollution Prevention and Good Housekeeping for Municipal Operations

- 274/902 Outfall & 73/161 Pond Inspections (76% complete)
- 2013 Inspections for Minor and Major maintenance activities scheduled
- Street Sweeping all City Streets and Parking Lots Twice per Year
- 2013 Staff Training (Engineering, Streets, Parks, Planning, and Building Depts.):
  - 1) Water Resources Conference (4 Staff)
  - 2) MCSC Annual Meeting (2 Staff)
  - 3) Freshwater Society Road Salt Symposium (2 staff)
  - 4) Vermillion River Watershed Winter Maintenance Workshop (2 staff)
- TH3 Roundabout Storm Water Facility and Erosion Control Improvement
- Infiltration Basin SP-28 Improvements
- Bohrer Pond Phase 1 Storm Water Facility Improvements
- Repaired Arbor Pointe Park Storm Water Outlet Erosion



### MPCA MS4 Audit

- City Received a Satisfactory Rating from the MPCA

## 2014 MS4 Objectives

- Renewal of the MS4 Permit
- Joint Powers Agreement with Dakota County for MS4/ Erosion/ Sediment Control Training ( 2 Year Agreement)
- Provide IDDE Annual Training
- Continue Private Storm Water Facility Maintenance Oversight Program
  - Notification Letters to Private Facilities Owners
  - Reports to be Given to City
- Pamphlets for City Hall Corridor
- Modify Ordinance Related to Storm Water Management
- Conduct Water Quality Monitoring on Lakes
- Apply for MPCA TMDL Green Infrastructure Grants on 3 Projects
  - College Trail Reconstruction Project Treatment Basin
  - Bohrer Pond Phase 2 – Bridgewood Apartments Treatment Basin

## 2014 MS4 Objectives

- Apply for DCSWCD Community Conservation Program Grant for Treatment Basin (Bohrer Pond Phase 2)
- Update Storm Water Management Plan to 3<sup>rd</sup> Generation LMWMO Plan After GCWMO Plan Update
- Implement Industrial Storm Water Permits
- Implement NWA Standards and Maps with New Developments
- Attend Various Organization Meetings
  - LMRWMO (Monthly)
  - MCSC (Annual)
  - MPCA Stakeholder

## Questions or Comments?

Additional information can be found at:

- <http://www.pca.state.mn.us/water/stormwater/stormwater-ms4.html>
- <http://www.invergroveheights.org/index.aspx?nid=185>
- <http://www.cleanwatermn.org>



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Approve Purchase of Capital Equipment**

Meeting Date: May 27, 2014  
Item Type: Consent  
Contact: Scott D. Thureen, 651-450-2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: 

<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**

Consider approval of purchase of capital equipment included in the approved 2014 budget.

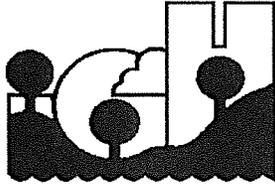
**SUMMARY**

The attached memo from the Utilities Division presents cost information for the replacement of the sewer televising equipment. The attached proposal is based on the Minnesota State Cooperative Purchasing pricing.

I recommend approval of the capital equipment purchase that would be funded from the Central Equipment Fund.

SDT/kf

Attachment: Memo



City of Inver Grove Heights  
UTILITY DIVISION

## MEMORANDUM

TO : Scott Thureen  
FROM : Jim Sweeney  
SUBJECT : **2014 Televising Equipment Replacement**  
DATE : May 5, 2014

---

The 2014 Central Equipment Replacement Schedule includes funding to replace the 2004 model Utility Division sewer televising equipment. This piece of equipment includes a Chevrolet van and multiple devices that constitute a closed circuit sewer televising system manufactured by Aries Incorporated of Waukesha, Wisconsin. The Utility Division originally estimated a ten (10) year life span for this equipment, and as recent events have demonstrated we were very close on our estimate. We have experienced multiple failures with the equipment over the past 18 months including the software, personal computer, cable reel, camera transporter, and the camera itself.

Attached is a proposal from Flexible Pipe Tool Company that is based on Minnesota State Cooperative Purchase pricing for a replacement 2014 GMC Cargo Van with complete televising equipment system as manufactured by Aries Equipment. As can be noted on the proposal Flexible Pipe is allowing a trade-in value of \$30,000 for our current van and equipment for a total 2014 purchase price of \$112,922. The current budget allowance for this equipment is \$115,800 as shown on the attached 2014 replacement schedule.

This equipment is used in several capacities within our underground infrastructure system. Originally it was deployed to verify the results of our annual pipe cleaning program in sanitary sewers. We then expanded its use to include televising of potential problem areas, with deteriorating pipes, and created dvd's to be used as basis for CIPP repairs – or pipe lining. With the recent increased focus on stormwater management, we are now also involved in storm sewer televising and pipeline investigation.

Of note is the fact that in the years previous to our purchase of this equipment in 2004, we annually spent \$20,000 on televising services from various vendors. With the purchase of this equipment we no longer employ any vendors for this type of service in the Utility Division.

The Utility Division has researched and operated the equipment detailed in the attached proposal from Flexible Pipe Incorporated and recommends this purchase based on our experience.

# FLEXIBLE PIPE TOOL COMPANY

*Sewer Cleaning and Inspection Equipment  
Sales and Service*

30577 Pearl Drive, St Joseph MN 56374  
Phone: 320-363-7552 Toll Free: 800-450-6969  
Fax: 320-363-7882

Date: #####

To: Jim/Dan  
Company: City of Inver Grove Heights

Phone:  
Fax:

Pages Including This Cover Page:

We are pleased to submit the following quotation. All prices are subject to immediate acceptance. Clerical errors are subject to correction. All agreements are contingent upon fires, accidents, labor difficulties and causes beyond our reasonable control. No statement, contract or order will be binding on the Company unless made or approved on behalf of the Company by one of its officers.

Part #	Description	Price
Equipment	Pathfinder System including TR3300 Tractor (see component list for details)	\$ 67,393.00
Outfitting	Aries Outfitting Package including all selected options (see component list for details)	\$ 52,639.00
	GMC Cargo Van 6.0 L gas engine, 9600 GVW (supplied from MN State Contract)	\$ 22,890.00
	<b>SUBTOTAL</b>	<b>\$ 142,922.00</b>
	Trade In Badger Van mounted system (deduct)	\$ (30,000.00)
	<b>TOTAL</b>	<b>\$ 112,922.00</b>

By: *Nate Petron*  
Flexible Pipe Tool Company



### Pipeline Television Inspection System

This sewer television system is delivered complete, ready for operation. The system includes a pan & tilt camera and transporter with light head capacity from relined 6" to 24" lines. Components can be used with the base unit including a small diameter color camera for pull, push or tractor applications.

This system is proposed for installation to a separately-supplied cargo van at the Aries outfitting facility in Waukesha, WI. Please consult Aries for technical review prior to ordering van. The extended top must be ordered according to van body, which is expected to be either a Ford E350 or GM Savana/Express 3500 extended models.

#### **1 Vehicle outfitting package, including:**

- 1 Extended 24" top, white
- 1 Back-up alarm
- 2 Roof mounted strobe lights, front and rear of box, with controls in cab
- 2 Adjustable flood lights, rear
- 1 Arrow bar, mounted front facing, with control in cab
- 1 Arrow bar, mounted rear facing, with controls in cab

#### **1 2.8 kW pure sine wave inverter with internal battery charger to include:**

- 3 8D gel cell installed in individual vented case
- 1 Electric power transfer system, house or generator
- 1 Electric distribution panel and circuit breaker box
- 1 House power exterior connection with cover
- 1 35' house power cord with plug and socket
- 1 Remote LCD control panel mounted in control room

#### **1 Van control room interior including:**

- 1 Lonplate floor covering
- 1 Brune Slate Formica laminated surface wall covering
- 1 Bulkhead wall with Plexiglas sliding window, equipment room viewing
- 1 Fluorescent lighting system
- 3 Quad grounded 120V AC sockets
- 1 Duplex grounded 120V AC sockets
- 1 Operator chair, swivel with casters
- 1 Ergonomically contoured and finished control desk
- 1 Modular control center, 19" rack mount, located above the bulkhead window
- 1 Fire extinguisher, 10 BC rating
- 1 Padded bench seat



**1 Van equipment room interior including:**

- 1 Lonplate floor covering
- 1 Duplex weatherproof GFCI electrical outlet, 120VAC
- 1 Fluorescent lighting system
- 1 Downhole equipment storage and brackets
- 1 Set equipment storage brackets and hooks, shipped loose
- 1 Work bench with Lonplate worktop
- 1 7-drawer lockable tool chest

**1 Water wash down system for equipment clean-up including:**

- 1 Water storage tank, 8-gallon
- 1 Set of fill, vent and drain connections
- 1 Water tank demand pump
- 1 25' retractable wash down hose with spring-loaded hand nozzle

**2 17" LCD flat panel multimedia monitor, mounted to control room desktop**

**1 DVD video recording system including:**

- 1 Modular control center, 19" rack mount location
- 1 Remote control functions include: record, fast forward, pause, frame advance, slow motion, search, stop and rewind
- 1 Audio recording microphone, swivel neck
- 1 Set power and video cabling
- 5 DVD-recordable media discs

**1 Rack-mounted computer and video overlay system, including:**

- 1 VL5000 data logging overlay module, rack mounted
- 1 Industrial hardened case with air filtering, shock mounts for hard drive and CPU fan, peripheral cards support bar, 19" rack, 3U high
  - 2.66GHz Intel Quad Core i5 processor
  - 4GB of RAM, DDR3
  - 500GB SATA hard drive, 7200rpm
  - 500GB USB-connection external hard drive
  - (1) LAN port, rear of PC
  - (6) USB ports, (2) located on front of PC
  - DVD burner, 48x CD-R, 36x CD-RW, 24x DVD±R, 16x DVD-ROM, 8x DVD+R, 6x DVD-R, 12x DVD±DL
  - 104 key enhanced heavy duty keyboard
  - Microsoft optical mouse
- 1 Windows 7 operating system, with 32-bit capability
- 1 UPS back-up battery system
- 1 Ink Jet printer, color, HP, USB port
- 1 Microphone with on/off switch for placing audio onto inspection video

**1 PipeTech Scan Software**

- 1 year support with package
- 1 Templates loaded
- 1 Mpeg 1, 2, & 4 compression video



**1 Aries VL5000 Video Data Display including:**

- 1 Data Display control module, panel mounted
- 1 Alpha/Numeric Full QWERTY Keyboard for video titling and report data input for VL5000 Display

**1 Electronics accessories, including:**

- 1 Ink Jet printer, color, HP, USB port
- 1 Microphone with on/off switch for placing audio onto inspection video
- 1 Video distributor and amplifier
- 1 Set of interconnect cabling

**1 Color TV power control unit, multi-conductor, modular control center mount, with:**

- 1 Camera power supply with adjustable voltage and amp level, DC amp and voltmeters, on/off switch and circuit breaker
- 1 TV camera light head intensity control with on/off switch and circuit breaker
- 1 Light head power supply with DC amp and voltmeters, switch and circuit breaker
- 1 Light head power selector switch, 5-position with light head bulb overdrive auto resetting protective circuit breaker
- 1 Set pre-wired connections for tractor and/or pan and tilt camera controllers

**1 Aries PE3510 Pathfinder series zoom pan and tilt camera w/ high intensity LED light ring, including:**

- 1 Pathfinder zoom pan and tilt camera w/ infinite axial and pan/tilt rotation
- 1 40X zoom (10X optical & 4X digital)
- 1 Lens wiper for clearing lens obstructions on-demand
- 1 Maintenance-free forward facing true color warm white LED lighting modules, positioned in the arms of the camera
- 1 Maintenance-free true color warm white directional LED directional lighting system with for inspecting up to 36" pipelines
- 1 White balance optimization with (4) selectable settings
- 1 "Starlite" light enhancement feature with (4) user selectable enhancement steps
- 1 "One Touch Scanning" feature with (2) user selectable continuous joint scan presets
- 1 "Quick Look" preset view positions (6) (Up, Down, Right, Left, Lat R, Lat L)
- 1 Fast-check pressure monitoring system
- 1 On-screen camera diagnostics functions including:
  - Camera model, serial number, software revision
  - Camera operating hours, regulated voltage value, head temperature
  - Camera internal pressure, control error recognition, LED current value
- 1 Camera storage and transport case
- 1 Camera recharge kit
- 1 Test cable, Pathfinder system
- 1 Desktop dual mode camera controller including: joystick for axial rotation and pan and tilt angle; remote focus; zoom in/out; home, diagnostics, white balance, Starlite, and preset switches

**1 Aries TR3300 Pathfinder steerable self-propelled transporter for relined 6" to 24" lines, including:**

- 1 Tractor assembly with continuous duty drive motors



- 6 3 $\frac{3}{8}$ " rubber wheels for relined 6" lines
- 4 4 $\frac{3}{8}$ " rubber wheels for 8"-15" sewer lines
- 4 4 $\frac{3}{8}$ " extended hub rubber tires for 10"-18" sewer lines
- 4 5" extended hub rubber tires for 12"-24" sewer lines
- 1 Fast-check pressure monitoring system
- 1 Manual camera lifting mechanism
- 1 Rear viewing camera with LED lighting
- 1 Auxiliary high power detachable light head
- 1 Storage and transport case
- 1 Set maintenance parts
- 1 Tractor power supply and control module with volt and amp meters, circuit breakers (2), on/off switch and direction control display, rack mount location
- 1 Hand-held Pathfinder series tractor controller
- 1 512 Hz detachable locating beacon
- 1 Integrated inclinometer system
- 2 4" extended hub carbide impregnated high traction wheels
- 4 5" Dually wheel assembly

**1 Pathfinder cable and reel assembly, including:**

- 1 Heavy-duty frame, drum and motor assembly with clutch and cable level wind assembly
- 1 Footage meter with local LCD footage display and encoder for footage signal to remote video data display system
- 1 Hand held reel controller with 20' cable
- 1 Emergency hand crank arm
- 1 1000' of lightweight low friction multi-conductor cable
- 1 Spare cable termination kit
- 1 Sealed continuous contact collector assembly, 12 slip rings minimum
- 1 Telescoping swivel cable guide roller assembly
- 1 Drip pan with drain
- 1 Interconnect cable to TV system electronics

**1 Cable manhole guide system including:**

- 1 Manhole top roller assembly
- 1 Insertion and extractor pole assembly and tractor adapter
- 3 Quick lock extension poles
- 1 Tiger tail bottom cable guide

**2 DVD – operation / maintenance and spare parts manuals**

- 1 Maintenance tool kit**
- 1 Delivery of system**
- 1 Day of training (Flexible Pipe Tool)**
- 1 One year warranty, TV system**

4E)

**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 22, 2014**  
**RE: City Project 2011-08 – 66<sup>th</sup> Street Improvements; Paul Harms Property located at 66<sup>th</sup> Street East and Doffing Avenue, Inver Grove Heights (20-36500-34-181) – Special Assessment Agreement Relating to Payment of Special Assessments – May 27, 2014 Council Meeting**

**Section 1. Background.** The City of Inver Grove Heights (City) has ordered and constructed City Project 2011 – 08 (66th Street Improvements). The improvements included roadway mill and overlay, bituminous pavement milling, bituminous patching, curb and gutter installation, water main improvements and sanitary sewer improvements on 66th Street from Concord Boulevard to the Swing Bridge Pier and on Doffing Avenue from 66th Street to 180 feet north (“the Project”). The City has the authority to specially assess the costs of the Project against the properties benefitted by the Project pursuant to Minnesota Statutes, Chapter 429, and more specifically Minn. Stat. § 429.061.

Paul Harms (“Owner”) owns the property located at 66<sup>th</sup> Street East and Doffing Avenue identified as Dakota County Tax Parcel Identification No. 20-36500-34-181 (the “Property”). The Property is currently vacant land and is zoned for commercial use. The Property is approximately two acres in size. The Property could, in the future, be developed for commercial use and there is the possibility that the Property could be subdivided. The Property is benefitted by the Project.

In determining the special assessments to be levied against the Property for the Project, the City has proposed to specially assess the Property for both a street assessment and a sanitary sewer and water assessment in the total amount of \$26,522.58.

The Owner is willing to pay a special assessment of \$23,860.92 for the street portion of the Project. But, the Owner indicates that because the Property is currently vacant land and is not connected to public sanitary sewer or water, the Owner should not be assessed for sanitary sewer and water lateral benefit at this time. Rather, the Owner requests that in the future at the time the

Property or adjoining property owned by the Owner (or his successors or assigns) connects to the public sanitary sewer and water lateral lines in Doffing Avenue or in 66<sup>th</sup> Street constructed as part of the Project, the Owner should then be obligated to pay a lateral connection fee of \$2,661.66.

The City and Owner agree that in the future if the Property or any other property adjoining the Property owned by the Owner or his successors or assigns connects to the public sanitary sewer and water lateral lines in Doffing Avenue or in 66<sup>th</sup> Street constructed as part of the Project (“Connection”), then the Owner will be obligated to pay the City a sanitary sewer and water lateral connection fee in the amount of \$2,661.66.

The City is willing to only assess the amount of \$23,860.92 for the street assessment at this time if Owner agrees that when the Connection occurs, the Owner will pay the City \$2,661.66 for the sanitary sewer and water lateral connection fee.

The City and Owner propose to enter into the attached ***SPECIAL ASSESSMENT AGREEMENT BY AND BETWEEN CITY OF INVER GROVE HEIGHTS AND PAUL J. HARMS RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR CITY PROJECT NO. 2011-08*** (Special Assessment Agreement) which agreement outlines the terms set forth above.

**Section 2. Special Assessment Agreement.** The salient terms of the attached Special Assessment Agreement are:

- The City will specially assess the Property for the Project the principal amount of \$23,860.92 for the street assessment. The assessment will be spread over 10 years and the outstanding unpaid principal amount shall bear interest at the rate of 4.8%. Interest shall begin to accrue from and after May 12, 2014.
- There will not be any Connection until the City has received the \$2,661.66 payment from Owner for the sanitary sewer and water lateral connection fee.
- Owner waives all procedural and substantive objections to the special assessments. Owner waives any notice and hearing requirements relating to the special assessments. Owner waives any claim that the special assessments that may be levied exceed the benefit to the Property. Owner waives any appeal rights relative to the special assessments otherwise available under Minn. Stat. § 429.081.
- In the future when the Connection occurs, the Owner is obligated to pay to the City the amount of \$2,661.66 for the sanitary sewer and water lateral connection fee. The principal amount of the sanitary sewer and water lateral connection fee is due and payable to the City upon the Connection occurring. There will not be interest on the principal amount. The payment of \$2,661.66 is in addition to the other usual and customary hook-up fees payable at the time of a connection to the lateral utilities, such as the Water Treatment Plant Fee, Water Core Connection

Fee, M.C.E.S. SAC Unit Fee and Sewer Core Connection Fee.

The City Engineer recommends approval of the attached Special Assessment Agreement.

**Section 3. Council Action.** At the May 27, 2014, the Council will be asked to consider the attached RESOLUTION APPROVING A SPECIAL ASSESSMENT AGREEMENT BY AND BETWEEN CITY OF INVER GROVE HEIGHTS AND PAUL J. HARMS RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR CITY PROJECT NO. 2011-08.

As a note of clarification, at the May 12, 2014 Council meeting, the Council did levy a special assessment of \$26,522.58. But, the Council provided that the assessment of \$26,522.58 would be reduced to \$23,860.92 if the Owner (Paul Harms) signed the attached Special Assessment Agreement. When the Agreement is signed by all parties, the special assessment will be reduced to \$23,860.92.

Attachment

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

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

**RESOLUTION APPROVING A SPECIAL ASSESSMENT AGREEMENT BY AND  
BETWEEN CITY OF INVER GROVE HEIGHTS AND PAUL J. HARMS RELATING  
TO PAYMENT OF SPECIAL ASSESSMENTS FOR CITY PROJECT  
NO. 2011-08 (66<sup>TH</sup> STREET IMPROVEMENTS)**

**WHEREAS**, The City of Inver Grove Heights (City) has ordered and constructed City Project 2011 – 08 (66th Street Improvements). The improvements included roadway mill and overlay, bituminous pavement milling, bituminous patching, curb and gutter installation, water main improvements and sanitary sewer improvements on 66th Street from Concord Boulevard to the Swing Bridge Pier and on Doffing Avenue from 66th Street to 180 feet north (“the Project”). The City has the authority to specially assess the costs of the Project against the properties benefitted by the Project pursuant to Minnesota Statutes, Chapter 429, and more specifically Minn. Stat. § 429.061.

**WHEREAS**, Paul Harms (“Owner”) owns the property located at 66<sup>th</sup> Street East and Doffing Avenue identified as Dakota County Tax Parcel Identification No. 20-36500-34-181 (the “Property”). The Property is currently vacant land and is zoned for commercial use. The property is approximately two acres in size. The Property could, in the future, be developed for commercial use and there is the possibility that the Property could be subdivided. The Property is benefitted by the Project.

**WHEREAS**, In determining the special assessments to be levied against the Property for the Project, the City has proposed to specially assess the Property for both a street assessment and a sanitary sewer and water assessment in the total amount of \$26,522.58.

**WHEREAS**, The Owner is willing to pay a special assessment of \$23,860.92 for the street portion of the Project. But, the Owner indicates that because the Property is currently vacant land and is not connected to public sanitary sewer or water, the Owner should not be assessed for sanitary sewer and water lateral benefit at this time. Rather, the Owner requests that in the future at the time the Property or adjoining property owned by the Owner (or his successors or assigns) connects to the public sanitary sewer and water lateral lines in Doffing Avenue or in 66<sup>th</sup> Street constructed as part of the Project, the Owner should then be obligated to pay a lateral connection fee of \$2,661.66.

**WHEREAS**, The City and Owner agree that in the future if the Property or any other property adjoining the Property owned by the Owner or his successors or assigns connects to the public sanitary sewer and water lateral lines in Doffing Avenue or in 66<sup>th</sup> Street constructed as part of the Project (“Connection”), then the Owner shall be obligated to pay the City a sanitary sewer and water lateral connection fee in the amount of \$2,661.66.

**WHEREAS**, The City is willing to only assess the amount of \$23,860.92 for the street assessment at this time if Owner agrees that when the Connection occurs, the Owner will pay the City \$2,661.66 for the sanitary sewer and water lateral connection fee.

The salient terms of the attached Special Assessment Agreement are:

- The City will specially assess the Property for the Project the principal amount of \$23,860.92 for the street assessment. The assessment will be spread over 10 years and the outstanding unpaid principal amount shall bear interest at the rate of 4.8%. Interest shall begin to accrue from and after May 12, 2014.
- There will not be any Connection until the City has received the \$2,661.66 payment from Owner for the sanitary sewer and water lateral connection fee.
- Owner waives all procedural and substantive objections to the special assessments. Owner waives any notice and hearing requirements relating to the special assessments. Owner waives any claim that the special assessments that may be levied exceed the benefit to the Property. Owner waives any appeal rights relative to the special assessments otherwise available under Minn. Stat. § 429.081.
- In the future when the Connection occurs, the Owner is obligated to pay to the City the amount of \$2,661.66 for the sanitary sewer and water lateral connection fee. The principal amount of the sanitary sewer and water lateral connection fee is due and payable to the City upon the Connection occurring. There will not be interest on the principal amount. The payment of \$2,661.66 is in addition to the other usual and customary hook-up fees payable at the time of a connection to the lateral utilities, such as the Water Treatment Plant Fee, Water Core Connection Fee, M.C.E.S. SAC Unit Fee and Sewer Core Connection Fee.

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

- 1.) The City Council approves the attached
- 2.) The Mayor and Deputy Clerk are authorized to execute the attached Special Assessment Agreement.

Adopted by the City Council of Inver Grove Heights this 27<sup>th</sup> day of May, 2014.

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

ATTEST:

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

**SPECIAL ASSESSMENT AGREEMENT**  
**BY AND BETWEEN CITY OF INVER GROVE HEIGHTS AND**  
**PAUL J. HARMS RELATING TO PAYMENT OF SPECIAL ASSESSMENTS**  
**FOR CITY PROJECT NO. 2011-08 (66<sup>TH</sup> STREET IMPROVEMENTS)**

**SPECIAL ASSESSMENT AGREEMENT  
BY AND BETWEEN CITY OF INVER GROVE HEIGHTS AND  
PAUL J. HARMS RELATING TO PAYMENT OF SPECIAL ASSESSMENTS  
FOR CITY PROJECT NO. 2011-08 (66<sup>TH</sup> STREET IMPROVEMENTS)**

**THIS SPECIAL ASSESSMENT AGREEMENT** (hereafter “Agreement”) is made, entered into and effective this 27<sup>th</sup> day of May, 2014, by and between City of Inver Grove Heights, a Minnesota municipal corporation, (hereafter referred to as the “City”); and Paul J. Harms, a single person, his heirs, assigns, and successors (hereafter referred to as “Owner”). Based on the covenants, agreements, warranties and representations hereafter contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**RECITALS**

**Recital No. 1.** City of Inver Grove Heights (the “City”) is a Minnesota municipal corporation.

**Recital No. 2.** Owner owns real property in fee title in the City of Inver Grove Heights, Dakota County, Minnesota, described on the attached Exhibit A, hereafter referred to as the “Property”. The Property is Dakota County Tax Parcel Identification No. 20-36500-34-181.

**Recital No. 3.** The Property is currently vacant land and is zoned for commercial use. The Property is approximately two acres in size. The Property could, in the future, be developed for commercial use and there is the possibility that the Property could be subdivided.

**Recital No. 4.** Owner represents and warrants that he has fee title ownership of the Property.

**Recital No. 5.** The City has ordered and constructed City Project 2011 – 08 (66<sup>th</sup> Street Improvements). The improvements included roadway mill and overlay, bituminous pavement milling, bituminous patching, curb and gutter installation, water main improvements and sanitary sewer improvements 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 (“the Project”).

**Recital No. 6.** In determining the special assessments to be levied against the Property for the Project, the City has proposed to specially assess the Property for both a street assessment and a sanitary sewer and water assessment in the total amount of \$26,522.58.

**Recital No. 7.** The Owner is willing to pay a special assessment of \$23,860.92 for the street portion of the Project. But, the Owner indicates that because the Property is currently vacant land and is not connected to public sanitary sewer or water, the Owner should not be assessed for sanitary sewer and water lateral benefit at this time. Rather, the Owner requests that in the future at the time the Property or adjoining property owned by the Owner (or his successors or assigns) connects to the public sanitary sewer and water lateral lines in Doffing

Avenue or in 66<sup>th</sup> Street constructed as part of the Project, the Owner should then be obligated to pay a lateral connection fee of \$2,661.66.

**Recital No. 8.** The parties agree that in the future if the Property or any other property adjoining the Property owned by the Owner or his successors or assigns connects to the public sanitary sewer and water lateral lines in Doffing Avenue or in 66<sup>th</sup> Street constructed as part of the Project (“Connection”), then the Owner shall be obligated to pay the City a sanitary sewer and water lateral connection fee in the amount of \$2,661.66.

**Recital No. 9.** The City is willing to only assess the amount of \$23,860.92 for the street assessment at this time if Owner agrees that when the Connection occurs, the Owner will pay the City \$2,661.66 for the sanitary sewer and water lateral connection fee.

**Recital No. 10.** Under Chapter 429 of the Minnesota Statutes, and more specifically Minn. Stat. § 429.061, the City has the authority to specially assess the costs of the Project against Owner’s Property.

## **ARTICLE 2** **DEFINITIONS**

The following terms, unless elsewhere defined specifically herein, shall have the following meanings as set forth below.

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

**2.2 City Council.** “City Council” means the Inver Grove Heights City Council.

**2.3 Connection.** “Connection” means the connection of the Property or any other property adjoining the Property owned by the Owner or his successors or assigns to the public sanitary sewer and water lateral lines in Doffing Avenue or in 66<sup>th</sup> Street constructed as part of the Project.

**2.4 Owner.** “Owner” means Paul J. Harms, a single person, and his successors and assigns.

**2.5 Property.** “Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota identified as Dakota County Tax Parcel Identification No. 20-36500-34-181 and legally described on Exhibit A to this Agreement.

**2.6 Project.** “Project” means City of Inver Grove Heights Project 2011 - 08, 66<sup>th</sup> Street Improvements.

**ARTICLE 3**  
**INCORPORATION OF RECITALS**

3.1 **Incorporation of Recitals.** The parties acknowledge and agree that the Recitals contained in Article 1 are true and correct and are hereby made an integral part of this Agreement.

**ARTICLE 4**  
**CITY COVENANTS, RIGHTS, AND DUTIES**

4.1 **Special Assessment – Street Assessment.** The City shall specially assess the Property for the Project the principal amount of \$23,860.92 for the street assessment. This assessment shall be spread over 10 years and the outstanding unpaid principal amount shall bear interest at the rate of 4.8%. Interest shall begin to accrue from and after May 12, 2014.

4.2 **No Connection Until Payment Made.** There shall not be any Connection until the City has received the \$2,661.66 payment from Owner for the sanitary sewer and water lateral connection fee.

**ARTICLE 5**  
**OWNER'S COVENANTS, RIGHTS, AND DUTIES**

5.1 **Waiver of Notice and Hearing for Special Assessments.** Owner hereby irrevocably and unconditionally waives all procedural and substantive objections to the special assessments outlined in Section 4.1. Without limiting the foregoing, Owner specifically waives any notice and hearing requirements relating to the special assessments outlined in Section 4.1. Owner waives any claim that the special assessments that may be levied under Section 4.1 exceed the benefit to the Property. Owner waives any appeal rights relative to the special assessments outlined in Section 4.1 otherwise available under Minn. Stat. § 429.081.

5.2 **Sanitary Sewer and Water Lateral Connection Fee.** In the future when the Connection occurs, the Owner is obligated to pay to the City the amount of \$2,661.66 for the sanitary sewer and water lateral connection fee. The principal amount of the sanitary sewer and water lateral connection fee identified in this Section 5.2 shall be due and payable to the City upon the Connection occurring. There shall be no interest on the principal amount. The payment of \$2,661.66 is in addition to the other usual and customary hook-up fees payable at the time of a connection to the lateral utilities, such as the Water Treatment Plant Fee, Water Core Connection Fee, M.C.E.S. SAC Unit Fee and Sewer Core Connection Fee.

5.3 **Authority.** Owner represents to the City that Owner has the rights, power, legal capacity, and authority to enter into and perform their obligations under this Agreement, and no approvals or consents of any person or other entities are necessary in connection with the authority of Owner to enter into and perform his obligations under this Agreement. Owner warrants that he is the owner in fee title to the Property.

**ARTICLE 6**  
**GENERAL PROVISIONS**

6.1 **Counterparts.** This Agreement may be executed in counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

6.2 **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.

6.3 **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.

6.4 **Interpretation According to Minnesota Law.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

6.5 **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supercede all prior oral or written negotiations.

6.6 **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.

6.7 **Further Actions.** 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.

6.8 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their assigns and successors in interest. This Agreement shall run with the Property.

6.9 **Recording.** This Agreement shall be recorded with the Dakota County Recorder.





**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

That real property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

All of Lots 6 through 18, Block 34, Inver Grove Factory Addition, according to the recorded plat thereof on file with the Office of the Dakota County Recorder, Dakota County, Minnesota.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Lease Extension for James and April Dzewic**

Meeting Date: May 27, 2014  
 Item Type: Consent  
 Contact: Thomas J. Link   
 Prepared by: Tom Link, Director of Comm. Dev.  
 Reviewed by: NA

<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 (Revenue)

**PURPOSE/ACTION REQUESTED**

The City Council is to consider adopting the 'Amendment No. 2 to Lease Agreement By and Between the City of Inver Grove Heights and James W. Dzewic and April D. Dzewic for property located at 6549 Doffing Avenue East, Inver Grove Heights, Minnesota', as attached.

**BACKGROUND**

In November, 2011, the City acquired the residential property at 6549 Doffing Avenue from James and April Dzewic. The property was acquired as part of the Doffing Avenue Voluntary Acquisition Program. The property consisted of two structures, a single-family residence and a detached garage. The residence was demolished following the City acquisition. The Dzewics leased back the detached garage for a period of two years at no cost, per the terms of the purchase agreement. The Dzewics received a six month extension of their lease and are now requesting that the term of the lease be extended for one month.

The extension would not affect the City's ownership of the property. The City will not demolish the structure until July or August. The City will advertise for a contractor to demolish the Dzewic structure at the same time that it advertises to demolish the Frederick buildings.

**RECOMMENDATION**

Staff recommends adoption of the Resolution Approving 'Amendment No. 2 to Lease Agreement By and Between the City of Inver Grove Heights and James W. Dzewic and April D. Dzewic for property located at 6549 Doffing Avenue East, Inver Grove Heights, Minnesota', as attached.

Enc: Amendment No. 2 to Lease Agreement

cc: James and April Dzewic

**AMENDMENT NO. 2 TO LEASE AGREEMENT**  
**BY AND BETWEEN CITY OF INVER GROVE HEIGHTS**  
**AND JAMES W. DZIEWIC AND APRIL D. DZIEWIC**  
**FOR PROPERTY LOCATED AT 6549 DOFFING AVENUE EAST,**  
**INVER GROVE HEIGHTS, MINNESOTA**

**THIS AMENDMENT NO. 2 TO LEASE AGREEMENT** (Amendment No. 1) is made And entered into this \_\_\_\_ day of May, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as City) and James W. Dzewic and April D. Dzewic, husband and wife (hereinafter referred to as Tenant). Subject to the terms and conditions of this Agreement and in reliance upon the covenants and representations of the parties herein contained, the parties hereby agree as follows:

**ARTICLE 1**  
**AMENDMENT**

**1.1 Amendment.** Section 1.7 of the Lease Agreement between the parties dated November 22, 2011 is hereby amended to read as follows:

1.7 **LEASE TERM.** "Lease Term" means the time period from the date by which Tenant conveys the Subject Property to the City by Warranty Deed to and through ~~May 22, 2014~~ June 30, 2014. The Lease Term may be extended only by written approval of the City.

All other terms and conditions of the Lease Agreement between the parties remain unchanged.

**(the remainder of this page has been intentionally left blank)**

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 2 the day and year first set forth above.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its Mayor

ATTEST:

\_\_\_\_\_  
Melissa Kennedy  
Its Deputy City Clerk

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )    ss.

On this \_\_\_\_ 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 Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public

**TENANT**

By: \_\_\_\_\_  
James W. Dziewic

By: \_\_\_\_\_  
April D. Dziewic

STATE OF MINNESOTA    )  
                                  )  
COUNTY OF DAKOTA    )    ss.

On this \_\_\_\_ day of May, 2014 before me a Notary Public within and for said County, personally appeared James W. Dziewic and April D. Dziewic, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**Consider Resolution Approving Publication of the Summary and Title of Ordinance No. 1276 related to Alcoholic Beverages**

Meeting Date: May 27, 2014  
Item Type: Consent  
Contact: 651.450.2513  
Prepared by: Melissa Kennedy  
Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Adopt resolution approving publication of the summary and title of Ordinance No. 1276 repealing Inver Grove Heights City Code Title 4, Chapter 1, Articles A, B, C, and D related to alcoholic beverages and enacting Inver Grove Heights City Code Title 4, Chapter 1 related to alcoholic beverages.

**SUMMARY:**

As Council will recall, on January 27, 2014 Council adopted Ordinance No. 1276 repealing City Code Title 4, Chapter 1, Articles A, B, C, and D and replacing it with an updated version of City Code Title 4, Chapter 1 related to alcoholic beverages. Due to the lengthy nature of the ordinance (29 pages) staff requested that the City Attorney prepare, for publication purposes only, a summary of Ordinance No. 1276. Publication of the entire ordinance in the City’s official newspaper would be quite expensive. The summary would clearly communicate the intent and effect of the ordinance to the public. A full copy of the ordinance is maintained by the City and is available for review upon request. Council is required to formally adopt the summary ordinance by a four-fifths (4/5) vote.

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

**RESOLUTION NO. \_\_\_\_\_ ADOPTING FOR PUBLICATION THE  
SUMMARY AND TITLE OF ORDINANCE NO. 1276 REPEALING INVER GROVE  
HEIGHTS CITY CODE TITLE 4, CHAPTER 1, ARTICLES A, B, C, AND D RELATED  
TO ALCOHOLIC BEVERAGES AND ENACTING INVER GROVE HEIGHTS CITY  
CODE TITLE 4, CHAPTER 1 RELATED TO ALCOHOLIC BEVERAGES**

**WHEREAS** the City Council has, following three readings, adopted Ordinance No. 1276 repealing Inver Grove Heights City Code Title 4, Chapter 1, Articles A, B, C, and D related to Alcoholic Beverages and enacting Inver Grove Heights City Code Title 4, Chapter 1 related to Alcoholic Beverages;

**WHEREAS** Ordinance No. 1276 was adopted on January 27, 2014;

**WHEREAS** Ordinance No. 1276 is lengthy, consisting of more than twenty-nine pages;

**WHEREAS** Minnesota Statutes, Sections 331A.01, subdivision 10, and 412.191, subdivision 4, allow publication by title and summary of lengthy ordinances; and

**WHEREAS** the City Council desires to adopt the following summary of Ordinance No. 1276 for publication purposes, which is in conformance with Minnesota Statutes Section 331A.01, subdivision 10; and

**WHEREAS** the City Council has determined that publication of the title and a summary of Ordinance No. 1276 would clearly inform the public of the intent and effect of the ordinance;

**NOW THEREFORE**, the City Council, by a four-fifths vote of its members, directs that only the title of Ordinance No. 1276 and the summary listed below be published with notice that a printed copy of the entirety of Ordinance No. 1276 is available for inspection at no cost during regular business hours at the Inver Grove Heights City Hall, located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota, at the Inver Glen Library, located at 8098 Blaine Avenue, Inver Grove Heights, Minnesota, and at the Veterans Memorial Community Center, located at 8055 Barbara Avenue, Inver Grove Heights, Minnesota. A copy of Ordinance No. 1276 is also available without cost by standard or electronic mail upon request made to the City Clerk and is also available on the City's website at [www.invergroveheights.org](http://www.invergroveheights.org). Upon publication of this summary, Ordinance No. 1276 shall be in full force and effect.

This resolution adopted by at least a four-fifths vote of the City Council this 27<sup>th</sup> day of May, 2014.

Ayes:

Nays:

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Mayor George Tourville

ATTEST:

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

**SUMMARY AND TITLE OF ORDINANCE NO. 1276**  
**REPEALING INVER GROVE HEIGHTS CITY CODE TITLE 4, CHAPTER 1,**  
**ARTICLES A, B, C, AND D RELATED TO ALCOHOLIC BEVERAGES AND**  
**ENACTING INVER GROVE HEIGHTS CITY CODE TITLE 4, CHAPTER 1 RELATED**  
**TO ALCOHOLIC BEVERAGES**

**Section One. Purpose.**

On January 27, 2014, the City Council of Inver Grove Heights adopted Ordinance No. 1276 which repealed Title 4, Chapter 1, Articles A, B, C, and D related to Alcoholic Beverages and enacted Inver Grove Heights City Code Title 4, Chapter 1 related to Alcoholic Beverages. Rather than publish the entire twenty-nine pages of the ordinance, the City Council desires to adopt this summary of the Ordinance for publication purposes.

Ordinance No. 1276 is available in its entirety for inspection during regular business hours at no cost at the Inver Grove Heights City Hall, located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota, at the Inver Glen Library, located at 8098 Blaine Avenue, Inver Grove Heights, Minnesota, and at the Veterans Memorial Community Center, located at 8055 Barbara Avenue, Inver Grove Heights, Minnesota. A copy of Ordinance No. 1276 is also available without cost by standard or electronic mail upon request made to the City Clerk and is also available on the City's website at [www.invergroveheights.org](http://www.invergroveheights.org).

**Section Two. Summary of the Provisions of Newly Enacted City Code Title 4, Chapter 1 Related to Alcoholic Beverages.**

**2.1 Repeal of Existing City Code Provisions Pertaining to Alcoholic Beverages.** Ordinance No. 1276 repeals City Code Title 4, Chapter 1, Articles A, B, C, and D, which currently regulate alcoholic beverages in the City.

**2.2 Enactment of City Code Title 4, Chapter 1.** Ordinance No. 1276 enacts City Code Title 4, Chapter 1 which is summarized as follows:

**4-1-1: STATE LAW ADOPTED:**

The provisions of Minnesota Statutes, Chapter 340A, are adopted by reference.

**4-1-2: DEFINITIONS:**

The terms restaurant, alcoholic beverage, and liquor are defined for the purposes of Title 4, Chapter 1.

**4-1-3: LICENSE REQUIRED:**

All persons, except those authorized under state law, are required to have a license or permit to

deal in, sell, barter, keep for sale, charge for possession, or otherwise dispose of or deliver any alcoholic beverage as part of a commercial transaction.

#### **4-1-4: TYPES OF LICENSES:**

The following types of alcoholic beverage licenses are authorized: On-sale intoxicating liquor license; Off-sale intoxicating liquor license; On-sale wine license; Temporary off-sale wine license; Club intoxicating liquor license; Sunday on-sale intoxicating liquor license; Temporary on-sale intoxicating liquor license; Consumption and display permit; One day consumption and display permit; On-sale 3.2 percent malt liquor license; Off-sale 3.2 percent malt liquor license; Temporary on-sale 3.2 percent malt liquor license; Culinary class limited on-sale license; On-sale brewer taproom license; Off-sale small brewer license. The requirements for the issuance of each type of license are listed.

#### **4-1-5: NUMBER OF LICENSES:**

The maximum number of each type of license or permit which may be issued or approved by the city is provided.

#### **4-1-6: INELIGIBILITY FOR LICENSE; RESTRICTIONS ON ISSUANCE:**

Eligibility criteria for licenses and permits is provided, including requirements related to the good moral character and repute of the applicant and compliance with Minnesota statutes related to the issuance of alcohol-related licenses. Licenses will not be granted or renewed for operation on any premises on which taxes, assessments, utility charges, service charges, or other financial claims of the city or any other government unit or agency are delinquent and unpaid.

#### **4-1-7: APPLICATION FOR INITIAL LICENSE:**

Detailed requirements for information to be provided as part of an application for an initial alcohol-related license are listed, including information regarding an applicant's address and previous employment history. Approval by the City Council of license transfers pursuant to a licensee's change in ownership is required.

#### **4-1-8: RENEWAL APPLICATIONS:**

Renewal applications are required to be submitted at least sixty days before the date of expiration, and detailed requirements for information to be provided as part of an application for the renewal of an alcohol-related license are listed, including information regarding gross sales for on-sale intoxicating liquor license renewal applications.

#### **4-1-9: INVESTIGATION OF APPLICATIONS:**

Background check requirements for initial and renewal license applications are detailed and applicants are required to pay the background investigation fee.

**4-1-10: LICENSE FEES:**

Annual license fees are to be established by resolution of the City Council, and the fees for on-sale intoxicating liquor licenses shall be based upon the amount of liquor sales on which a licensee is required to pay liquor tax as shown on the licensee's Minnesota sales and use tax returns for the most recent twelve (12) months beginning September 1 and ending August 31, which shall be provided with the application. Payment of all license fees is required at the time of application, except for on-sale liquor license fees which may be paid on a different schedule. The criteria for refunds and the proration of fees are established.

**4-1-11: FINANCIAL RESPONSIBILITY REQUIREMENTS:**

Proof of financial responsibility of the licensee is required, and the type of proof which is acceptable is detailed. Exemptions from the financial responsibility requirements are listed. Failure to comply with the financial responsibility requirements is listed as grounds for immediate revocation of a license.

**4-1-12: ISSUANCE OF LICENSES:**

Hearings for initial and renewal license applications as well as temporary licenses are required, and a 4/5 vote is required for the granting of any new or renewal license or permit. Conditions of the issuance of a license are provided.

**4-1-13: TERM OF LICENSE:**

All licenses except for temporary licenses issued for specific dates shall expire on December 31<sup>st</sup> of each year. Licenses shall be issued for a period of one year, except that if a portion of the year has elapsed when application for a license is made, a license may be issued for the remainder of the year for a pro rata fee. Licenses issued to corporations, partnerships, limited liability companies, or other entities shall become invalid if there is a change in the officers, directors, governors, partners, charter, articles, bylaws, membership interests, or ownership of the entity unless said change is only a change to the titles of the officers, directors, governors, or partners without any change to the officers, directors, or partners themselves or any other change which is approved by the council, in which event said license shall continue in force until the end of the current license year. Corporations, partnerships, limited liability companies, or other entities are required to submit written notice to the clerk of any of the changes listed in this section.

**4-1-14: CONDITIONS OF LICENSE:**

Various conditions of alcohol-related licenses are listed including posting requirements and designation of the permissible days and hours of sale. Licensees are responsible for the conduct which occurs in the licensed establishment. Certain licensees are mandated to comply with alcohol server training requirements.

**4-1-15: BUILDING AND PREMISES:**

Changes to licensed premises are required to be reported to the city clerk, and occupancy load limits are established. The temporary extension of licensed premises is authorized pursuant to council approval provided certain criteria are met.

**4-1-16: RESTRICTIONS ON SALES, PURCHASES AND CONSUMPTION:**

Illegal sales of alcoholic beverages are prohibited, and consumption in public places, including parking lots, is prohibited except for several enumerated exceptions including sales pursuant to temporary on-sale licenses and at specific public locations including at the Inver Wood Golf Course and National Guard Training and Community Center.

**4-1-17: NATIONAL GUARD TRAINING AND COMMUNITY CENTER REGULATIONS:**

The sale and consumption of alcoholic beverages at the National Guard Training and Community Center is regulated, including the location and hours for such sale and consumption.

**4-1-18: RIGHT OF INSPECTION:**

Any duly authorized law enforcement officer, health officer, fire official or building official is allowed to inspect the licensed premises at reasonable times and hours to ensure compliance with all provisions of this chapter.

**4-1-19: CIVIL PENALTIES AND SANCTIONS:**

Civil penalties and sanctions are authorized upon a finding by the council that a licensee has violated the terms of their alcoholic-beverage related license or failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages. Monetary penalties of up to two thousand dollars for each violation and license revocation or suspension for up to sixty days are authorized. Mandatory minimum penalties for such violations are established. Notice and hearing rights are established.

**4-1-20: CONSUMPTION AND DISPLAY PERMIT.**

Approval of consumption and display permits is authorized.

**4-1-21: TEMPORARY ON-SALE INTOXICATING LIQUOR LICENSE:**

Temporary on-sale intoxication liquor licenses are authorized and the criteria for issuance is described.

**4-1-22: TEMPORARY ON-SALE 3.2 PERCENT MALT LIQUOR LICENSE:**

Temporary on-sale 3.2 percent malt liquor licenses are authorized and the criteria for issuance is described.

**4-1-23: ONE DAY CONSUMPTION AND DISPLAY PERMITS:**

One-day consumption and display permits are authorized and the criteria for issuance is described.

**4-1-24: TEMPORARY OFF-SALE WINE LICENSES:**

Temporary off-sale wine licenses are authorized and the criteria for issuance is described.

**Section Three.        Effective Date.**

Upon publication of this summary, Ordinance No. 1276 shall be in full force and effect.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**PERSONNEL ACTIONS**

Meeting Date: May 27, 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: Golf – Lee Dembsky, Cassandra Sage, Elliot Gonsioroski, Justin Schaubroeck, Sam Hosszu, Dan Jaspersen, Matthew Mundy, Daryl Swenson, Thomas Moran, Aquatics – Louis Schoen, Jacob Dean, Parks – Devon Lawrence, Fitness – Erin Gill, Recreation – Gabrielle Hasselmann, Emilie Scott

Please confirm the seasonal/temporary termination of employment of: Guest Services – Dana Lindsay, Golf – Matt Weis, Aquatics – Kevin Scott.

**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**

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: May 22, 2014**  
**RE: City Project 2014-09D – College Trail Reconstruction and Barbara Avenue Reconstruction Project; Roberts Funeral Home Property located at 8108 Barbara Avenue, Inver Grove Heights (20-01600-30-015) – Waiver Agreement Relating to Special Assessments – May 27, 2014 Council Meeting**

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**Section 1. Background.** The City of Inver Grove Heights (“City”) has authorized the design of plans and specifications for City Project 2014-09D – College Trail and Barbara Avenue Reconstruction. As part of the City’s Pavement Management Program, the project includes the reconstruction of Barbara Avenue from 80<sup>th</sup> Street to the City Hall entrance drive including subgrade correction, aggregate base, bituminous pavement and ditch restoration and the construction of trail or sidewalk improvements (the “Project”).

The City has the authority to specially assess the costs of the Project against the properties benefitted by the Project pursuant to Minnesota Statutes, Chapter 429, and more specifically Minn. Stat. § 429.061. The property located at 8108 Barbara Avenue (known as the Roberts Funeral Home) is owned by Jaime T. Roberts and Jessica R. Roberts (the “Property”). The Property is benefitted by the Project and was identified as a parcel to be assessed for the cost of the Project improvements.

On May 12, 2014, the City held a special assessment hearing whereby the City proposed to specially assess the Property in the amount of \$34,359.00 for the Project improvements using the special assessment methodology and calculations reflected in the City’s feasibility study.

The owners of the Property acknowledge that the Property will be benefitted by the Project, but the owners believe that the special assessment methodology and calculations reflected in the City’s feasibility study has resulted in a proposed special assessment amount that exceeds the amount that the Property will be benefitted by the Project.

At the direction of the Council, the owners and the City were to meet and discuss a reduction of the proposed special assessment amount of \$34,359.00. In good faith, the owners and the City Administrator negotiated the attached Waiver Agreement to avoid the costs of special assessment appeal litigation. The owners agree that the City may proceed with a special assessment levy of a reduced assessment amount of \$20,755 and the owners agree to waive all rights of appeal pursuant to Minn. Stat. § 429.081 up to \$20,755. The City agrees not to specially assess the Property in excess of \$20,755 for the Project improvements.

**Section 2. Waiver Agreement.** The salient terms of the attached Waiver Agreement are:

- The owners authorize the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property up to \$20,755 for the benefit to the Property for the Project improvements.
- The owners agree that the City's levy of \$20,755 will be collected over a period of ten (10) years with interest accrual at four and eight tenths percent (4.8%) beginning May 1, 2015, with the first special assessment installment collected with the 2015 payable property taxes for the Property.
- The owners waive all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.031, § 429.061, § 469.071 and § 429.081 for the special assessment against the Property up to \$20,755.
- The owners waive any and all procedural and substantive objections to the special assessment up to \$20,755 against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the special assessment up to \$20,755 against the Property exceeds the benefit to the Property for the Project.
- The owners acknowledge and agree that the benefit of the Project to the Property does in fact equal \$20,755.

The City Engineer and the City Administrator recommend approval of the attached Waiver Agreement.

**Section 3. Council Action.** At the May 12, 2014 Council meeting, the Council left open the hearing with respect to the Roberts tax parcel. At the May 27, 2014, the Council will be asked to consider the following:

1. Motion to close the hearing with respect to the Property (the Roberts tax parcel).
2. Consider a RESOLUTION APPROVING THE WAIVER AGREEMENT BY AND BETWEEN JAIME T. ROBERTS AND JESSICA R. ROBERTS AND CITY OF INVER GROVE HEIGHTS RELATING TO SPECIAL ASSESSMENTS FOR CITY PROJECT NO. 2014-09D (COLLEGE TRAIL RECONSTRUCTION AND BARBARA AVENUE PARTIAL RECONSTRUCTION) which resolution authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property of \$20,755 for the benefit to the Property for the Project improvements.
3. Consider Resolution Adopting Final Assessment.

Attachment

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

**RESOLUTION ADOPTING FINAL ASSESSMENT AGAINST  
DAKOTA COUNTY TAX PARCEL NO. 20-01600-30-015 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 against Dakota County Tax Parcel No. 20-01600-30-015 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. A proposed assessment of \$20,755 is hereby accepted and shall constitute the special assessment levied against Dakota County Tax Parcel No. 20-01600-30-015 which 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 May 1, 2015. To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of May 1, 2015.
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 27<sup>th</sup> day of May, 2014.

AYES:  
NAYS:

ATTEST:

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

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

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

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

**RESOLUTION APPROVING A WAIVER AGREEMENT BY AND BETWEEN  
JAIME T. ROBERTS AND JESSICA R. ROBERTS AND CITY OF INVER GROVE  
HEIGHTS RELATING TO SPECIAL ASSESSMENTS FOR CITY PROJECT  
NO. 2014-09D (COLLEGE TRAIL RECONSTRUCTION AND BARBARA AVENUE  
PARTIAL RECONSTRUCTION)**

**WHEREAS**, the City of Inver Grove Heights (“City”) has authorized the design of plans and specifications for City Project 2014-09D – College Trail and Barbara Avenue Reconstruction. As part of the City’s Pavement Management Program, the project includes the reconstruction of Barbara Avenue from 80th Street to the City Hall entrance drive including subgrade correction, aggregate base, bituminous pavement and ditch restoration and the construction of trail or sidewalk improvements (the “Project”).

**WHEREAS**, the City has the authority to specially assess the costs of the Project against the properties benefitted by the Project pursuant to Minnesota Statutes, Chapter 429, and more specifically Minn. Stat. § 429.061. The property located at 8108 Barbara Avenue (known as the Roberts Funeral Home) is owned by Jaime T. Roberts and Jessica R. Roberts (the “Property”). The Property is benefitted by the Project and was identified as a parcel to be assessed for the cost of the Project improvements.

**WHEREAS**, on May 12, 2014, the City held a special assessment hearing whereby the City proposed to specially assess the Property in the amount of \$34,359.00 for the Project improvements using the special assessment methodology and calculations reflected in the City’s feasibility study.

**WHEREAS**, the owners of the Property acknowledge that the Property will be benefitted by the Project, but the owners believe that the special assessment methodology and calculations reflected in the City’s feasibility study has resulted in a proposed special assessment amount that exceeds the amount that the Property will be benefitted by the Project.

**WHEREAS**, at the direction of the Council, the owners and the City were to meet and discuss a reduction of the proposed special assessment amount of \$34,359.00. In good faith, the owners and the City Administrator negotiated the attached Waiver Agreement to avoid the costs of special assessment appeal litigation. The owners agree that the City may proceed with a special assessment levy of a reduced assessment amount of \$20,755 and the owners agree to waive all rights of appeal pursuant to Minn. Stat. § 429.081 up to \$20,755. The City agrees not to specially assess the Property in excess of \$20,755 for the Project improvements.

**WHEREAS**, the salient terms of the attached Waiver Agreement are:

- The owners authorize the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property up to \$20,755 for the benefit to the Property for the Project improvements.
- The owners agree that the City's levy of \$20,755 will be collected over a period of ten (10) years with interest accrual at four and eight tenths percent (4.8%) beginning May 1, 2015, with the first special assessment installment collected with the 2015 payable property taxes for the Property.
- The owners waive all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.031, § 429.061, § 469.071 and § 429.081 for the special assessment against the Property up to \$20,755.
- The owners waive any and all procedural and substantive objections to the special assessment up to \$20,755 against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the special assessment up to \$20,755 against the Property exceeds the benefit to the Property for the Project.
- The owners acknowledge and agree that the benefit of the Project to the Property does in fact equal \$20,755.

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

- 1.) The City Council approves the attached Waiver Agreement By And Between Jaime T. Roberts And Jessica R. Roberts And City Of Inver Grove Heights Relating To Special Assessments For City Project No. 2014-09D (College Trail Reconstruction And Barbara Avenue Partial Reconstruction).
- 2.) The City Council authorizes the certification to the Dakota County Auditor/Property Tax Assessor of a special assessment against the Property of \$20,755 for the benefit to the Property for the Project improvements.
- 3.) The Mayor and Deputy Clerk are authorized to execute the attached Waiver Agreement.

Adopted by the City Council of Inver Grove Heights this 27<sup>th</sup> day of May, 2014.

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

ATTEST:

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

**WAIVER AGREEMENT BY AND BETWEEN  
JAIME T. ROBERTS AND JESSICA R. ROBERTS  
AND CITY OF INVER GROVE HEIGHTS  
RELATING TO 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 27<sup>th</sup> day of May, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as the “City”), and Jaime T. Roberts and Jessica R. Roberts, husband and wife (hereafter referred to as the “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**  
**RECITALS**

**Recital No. 1.** The City (of Inver Grove Heights) is a Minnesota municipal corporation. Landowner (Jaime T. Roberts and Jessica R. Roberts) are husband and wife.

**Recital No. 2.** Landowner owns the property located at 8108 Barbara Avenue in the City of Inver Grove Heights, Dakota County, Minnesota identified as Dakota County Tax Identification Number 20-01600-30-015 and legally described in Exhibit A which is attached hereto and made a part hereof (hereafter referred to as the “Property”). The Property abuts Barbara Avenue.

**Recital No. 3.** As part of the City’s Pavement Management Program, Barbara Avenue from 80<sup>th</sup> Street to the City Hall entrance drive has been identified for reconstruction in 2014 (the Barbara Avenue Reconstruction). Specifically, the Barbara Avenue Reconstruction will directly affect and benefit the Property.

**Recital No. 4.** The Barbara Avenue Reconstruction includes the reconstruction of Barbara Avenue (including subgrade correction, aggregate base, bituminous pavement and ditch restoration) and the construction of trail or sidewalk improvements.

**Recital No. 5.** The City has included the Barbara Avenue Reconstruction as part of City Project No. 2014-09D - College Trail Reconstruction and Barbara Avenue Partial Reconstruction (hereafter referred to as the “Project”).

**Recital No. 6.** The City has the authority to specially assess the costs of the Project against the Property pursuant to Minnesota Statutes, Chapter 429, and more specifically Minn. Stat. § 429.061.

**Recital No. 7.** On May 12, 2014, the City held an special assessment hearing pursuant to Minn. Stat. § 429.061, whereby the City proposed to specially assess the Property in the amount of \$34,359.00 for the Project improvements using the special assessment methodology and calculations reflected in the City’s feasibility study.

**Recital No. 8.** Landowner acknowledges that the Property will be benefitted by the Project, but the Landowner believes that the special assessment methodology and calculations reflected in the City’s feasibility study has resulted in a proposed special assessment amount that exceeds the amount that the Property will be benefitted by the Project.

**Recital No. 9.** The May 12, 2014 special assessment hearing was continued to provide the Landowner and the City to meet and discuss the proposed special assessment amount of \$34,359.00. In good faith, the Landowner and the City have jointly decided to enter into this Agreement to avoid the costs of special assessment appeal litigation. As hereinafter provided, the Landowner agrees that the City may proceed with a special assessment levy of a Reduced Assessment Amount (as hereinafter defined) and the Landowner shall waive all rights of appeal pursuant to Minn. Stat. § 429.081 up to the Reduced Assessment Amount. The City shall also agree not to specially assess the Property in excess of the Reduced Assessment Amount for the Project improvements.

## **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 Landowner.** “Landowner” means Jaime T. Roberts and Jessica R. Roberts, husband and wife.

**2.4 Property.** “Property” means that certain real property addressed as 8108 Barbara Avenue, Inver Grove Heights, Minnesota 55077, and identified as Dakota County Property Tax Identification Number 20-01600-30-015, and as legally described in Exhibit A.

**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, the reconstruction of Barbara Avenue (including subgrade correction, aggregate base, bituminous pavement and ditch restoration) and the construction of trail or sidewalk improvements.

**2.6 Reduced Assessment Amount.** “Reduced Assessment Amount” means the amount of \$20,755.

### **ARTICLE 3** **LANDOWNER COVENANTS AND AGREEMENTS**

**3.1 Landowner Assessment Appeal Waiver.** The Landowner hereby authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property up to the Reduced Assessment Amount for the benefit to the Property for the Project improvements. The Landowner acknowledges and agrees that the City’s levy of the Reduced Assessment Amount shall be collected over a period of ten (10) years with interest accrual at four and eight tenths percent (4.8%) beginning as of May 1, 2015, and the first special assessment installments shall be collected with the 2015 payable property taxes for the Property.

The Landowner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.031, § 429.061, § 469.071 and § 429.081 for the special assessment against the Property up to the Reduced Assessment Amount. The Landowner hereby waives any and all procedural and substantive objections to the special assessment up to the Reduced Assessment Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the special assessment up to the Reduced Assessment Amount against the Property exceeds the benefit to the Property for the Project. The Landowner acknowledges and agrees that the benefit of the Project to the Property does in fact equal the Reduced Assessment Amount.

The City and the Landowner acknowledge and agree that the Landowner’s waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Reduced Assessment Amount by operation of Minn. Stat. § 462.3531. The City and the Landowner acknowledge and agree that the Landowner may appeal any special assessment of the Property above the Reduced Assessment Amount for the Project improvements.

**3.2 Landowner Covenant that Landowner is the Property Fee Owner.** Landowner hereby covenants and warrants with the City that Landowner is seized in fee of the Property.

**3.3 Authority.** Landowner represents to the City that Landowner 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 Landowner to enter into and perform its obligations under this Agreement.

**3.4 Voluntary Waivers.** The waivers made by Landowner in this Agreement are knowingly and voluntarily made by Landowner and are continuing and irrevocable.

**3.5 Landowner Covenant Not to Sue the City.** Landowner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied assessment up to the Reduced Assessment Amount, or for any other relief from the payment of the City's levy of a special assessment up to the Reduced Assessment Amount against the Property once the City has contracted for the construction of the Project or once the City has paid the actual cost of the Project in reliance upon the assessment funding provided in this Agreement.

**3.6 Attorneys' Fees, Costs and Expenses.** The Landowner acknowledges and agrees that the Landowner would be unjustly enriched if the City's assessment certification of the Reduced Assessment Amount pursuant to this Agreement was set aside, reduced, repealed or invalidated by a court with jurisdiction over the Property after the City funds/pays for a construction contract for the Project that improves the Property and which is agreed to be partially funded by the Reduced Assessment Amount pursuant to this Agreement. The Landowner agrees that the court with jurisdiction over the Property shall award the City the assessment certification of the Reduced Assessment Amount together with any City's attorneys' fees, costs and expenses arising from a breach of the Landowner's covenant not to sue the City pursuant to Article III, Section 3.5 above. The Landowner agrees that this provision shall survive the expiration of the term of this Agreement.

#### **ARTICLE 4** **CITY COVENANTS AND AGREEMENTS**

**4.1 City Levy and Certification of Reduced Assessment Amount.** The City agrees that the City will levy and certify a special assessment against the Property for the Reduced Assessment Amount for the benefit of the Project improvements. The City agrees that said levied/certified special assessment against the Property for the Reduced Assessment Amount shall be collected over a period of ten (10) years with interest accrual at four and eight tenths percent (4.8%) beginning as of May 1, 2015, and the first special assessment installments shall be collected with the 2015 payable property taxes for the Property. The City agrees that the Landowner may prepay some or all of the City's special assessment levy for the Reduced Assessment Amount against the Property for the Project with no penalty and only with interest accrual pursuant to Minn. Stat. § 429.061.

**4.2 City Levy and Certification of Reduced Assessment Amount.** In consideration of the Landowner's agreement to waive all special assessment appeal rights for the City's special assessment against the Property for the Reduced Assessment Amount, the City agrees that the City will not levy a special assessment against the Property in excess of the Reduced Assessment Amount for the benefit of the Project improvements.

**4.3 Authority.** The City represents to Landowner 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 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 Landowner:** Jaime T. Roberts and Jessica R. Roberts  
5955 Blackberry Trail  
Inver Grove Heights, MN 55076

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

**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 wavier or 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.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations regarding the City's special assessment of the Property for the Project improvements.

**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 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.

**[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 27<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 Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
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

**EXHIBIT A**  
**Legal Description of the Property (Abstract Property)**

That part of the North One Half of the Northwest Quarter of the Northwest Quarter of Section 16, Township 27 North, Range 22 West, Dakota County, Minnesota, lying Southerly of the North 376.00 feet thereof, lying Westerly of PARCEL 204B of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-116, on file and of record in the office of the County Recorder, Dakota County, Minnesota and lying Easterly of a strip of land 80.00 feet wide, being part of the North One Half of the Northwest Quarter of the Northwest Quarter, Section 16, Township 27 North, Range 22 West, Dakota County, Minnesota, the center line of which is described as follows:

Commencing at the northwest corner of said North One Half of the Northwest Quarter of the Northwest Quarter; thence North 88 degrees 16 minutes 00 seconds East, bearing assumed, along the North line of said North One Half of the Northwest Quarter of the Northwest Quarter, a distance of 485.00 feet to the point of beginning of the center line to be described; thence South 1 degrees 44 minutes 00 seconds East a distance of 100.00 feet; thence on a tangential curve, concave to the East, having a radius of 305.23 feet, a central angle of 36 degrees 16 minutes 47 seconds, a distance of 193.27 feet; thence South 38 degrees 00 minutes 47 seconds East a distance of 206.78 feet; thence on a tangential curve, concave to the West, having a radius of 304.80 feet, a central angle of 36 degrees 19 minutes 41 seconds, a distance of 193.25 feet; thence South 1 degrees 41 minutes 6 seconds East a distance of 30.00 feet to the South line of said North One Half of the Northwest Quarter of the Northwest Quarter and there terminating.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**JEFF LEYDE – Case No. 14-09ZPA**

Meeting Date: May 27, 2014  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

<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 the following actions for property located at Brent Avenue between 49<sup>th</sup> and 50<sup>th</sup> Streets:

- a) a Resolution relating to a Comprehensive Plan Amendment to change the land use designation from LDR, Low Density Residential to HDR, High Density Residential,
  - Requires 4/5th's vote.
- b) an Ordinance Amendment to change the zoning of the parcels from R-1A, Single Family Residential to R-3C, Multiple Family Residential,
  - Requires 3/5th's vote.
  - 60-day deadline: June 21, 2014 (second 60-days)

**SUMMARY**

This item was heard by the City Council on April 28<sup>th</sup> and tabled in order for the applicant to work through some of the issues raised by the neighborhood and the Planning Commission.

The applicant is proposing to change the land use designation of approximately 3.4 acres to High Density Residential for a proposed 52 unit senior housing project. The property is vacant land remaining within a subdivision that was platted in the 1880's with very steep topography. If the request is successful, a conditional use permit would be required for the housing complex.

**ANALYSIS**

The applicant has provided some additional information that is attached to this memo. The applicant has indicated they could construct a two-story building containing 52 units.

Planning and Engineering have both done a preliminary review of the site plan. The current concept plan would meet setbacks and parking requirements as shown. Not all details of a full site plan review can be done with the information submitted, but no major issues were discovered.

Engineering has noted that the proposed senior housing lot can be served by the existing sanitary sewer and watermain within unimproved Bryce Avenue right-of-way. The developer is responsible for verification and upgrading of systems to meet current standards and development needs. The developer is responsible for preparing a storm water management plan that meets City requirements and addresses the terminal basin impacts.

The Comprehensive Plan Amendment was distributed to all neighboring cities and school districts. South St. Paul was the only agency that submitted comments. The developer will need to address the comments with any development proposals.

The applicant is proposing the project to contain at least 20% of the units as affordable. Minnesota Statute 462.355, Subd 3., allows a governing body to approve a comprehensive plan amendment for an affordable housing development with a simple majority vote. By State Statute, an “affordable housing development” means a development in which at least 20% of the residential units are restricted to occupancy for at least ten years by residents whose household income at the time of initial occupancy does not exceed 60% of area median income, adjusted for household size, as determined by the United States Department of Housing and Urban Development, and with respect to rental units, the rents for affordable units do not exceed 30% of 60% of area median income, adjusted for household size, as determined annually by the United States Department of Housing and Urban Development.

### **RECOMMENDATION**

The applicant has provided additional information to the Council when considering the application. The applicant proposes a 52 unit senior housing project that would contain at least 20% affordable housing units. The City may approve a comprehensive plan amendment for an affordable housing development with a simple majority vote. A standard comprehensive plan amendment requires a 4/5ths vote.

Staff has discussed the item with the City Attorney and our conclusion regarding this change to the request is:

- a) Requesting an affordable housing development under State Statute is a different request than what was originally requested. There has been no discuss or public comment on an affordable housing development. There should be a new application submitted requesting a comprehensive plan amendment for an affordable housing development and a new public hearing held to discuss. We have no details on what the product would be and how it would be managed and administered.
- b) In order to tie an affordable housing development to the comp plan amendment, the zoning request would need to be by PUD so the Council is approving a set of plans and the approved use is affordable housing.

If the applicant wishes to continue to pursue an affordable housing development, and if the Council would consider such a project, the current application should be tabled by the applicant and a new comp plan amendment application be submitted for an affordable housing development with details of the project and how it would function. A rezoning and PUD plan application would be submitted at a later date if the amendment was approved.

Staff is including the original denial resolution as that was the recommendation of the Planning Commission and Staff

Attachments: Denial Resolution for Comp Plan Amendment and Rezoning  
Additional Information Submitted by the Applicant

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

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

**RESOLUTION DENYING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE  
LAND USE DESIGNATION FOR THE PROPERTY DESCRIBED BELOW FROM LDR,  
LOW DENSITY RESIDENTIAL TO HDR, HIGH DENSITY RESIDENTIAL AND  
DENYING A REZONING OF THE PROPERTY FROM R-1A, SINGLE FAMILY  
RESIDENTIAL DISTRICT TO R-3C, MULTIPLE FAMILY RESIDENTIAL DISTRICT**

**CASE NO. 14-09ZPA  
(Jeff Leyde)**

**WHEREAS**, an application has been submitted for property legally described as;

**All of Lots 4-11, North ½ of Lot 19, 20-27, Block 3, Nabersberg's Addition to Saint  
Paul, All of Lots 4-11, and the South ½ of Lot 12 Oakland Park, Dakota County,  
Minnesota**

**WHEREAS**, an amendment to change boundaries of the Comprehensive Plan Land Use Map may be granted by the City Council on an affirmative vote of 4/5ths of the Council;

**WHEREAS**, an amendment to change boundaries of any zoning district may be granted by the City Council on an affirmative vote of 3/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on April 1, 2014, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

**WHEREAS**, the City Council reviewed the request to change to the Comprehensive Plan and rezoning and did not find the request to be consistent with the surrounding neighborhood;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS,** that the request to change the Comprehensive Plan Land Use Plan and request for a rezoning is hereby denied based on the following findings of fact:

1. The proposed density (approximately 15 units/acre) is a large departure from the surrounding area density (approximately 3-4 units/acre) and could create land use incompatibilities.
2. The request would result in a "spot zoning" and "spot land use designation", which is not a desirable land use pattern and can cause land use incompatibilities along with concerns of the precedence that could be set.
3. The proposed use for a three-story building would be taller and the massing much greater than the surrounding neighborhood.
4. The use has the potential for negative effects on the neighborhood such as; noise, parking/traffic and hours of operation.

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

Adopted by the City Council of Inver Grove Heights on this 28th day of April, 2014.

Ayes:

Nays:

ATTEST:

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

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

**Johnson King, PLLC**

7201 West 78<sup>th</sup> Street, Suite 207

Edina, MN 55439

Phone 612-466-0668

Fax 612-466-2927

**JAREN L. JOHNSON \***

[jjohnson@jlc-lawoffice.com](mailto:jjohnson@jlc-lawoffice.com)

May 16, 2014

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

RE: Jeff Leyde – Case No. 14-09ZPA  
Comp Plan Amendment and Rezoning from low density to high density residential  
Property generally located at Brent Ave. between 49<sup>th</sup> and 50<sup>th</sup> Streets

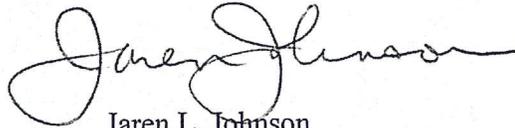
Dear Mr. Hunting:

Thank you for speaking with me today regarding the above referenced application by my client.

This letter shall confirm and request that Mr. Leyde's application presently before the City for consideration be amended to include that the proposed project and use of the property shall provide at least twenty percent (20%) of the units solely for affordable housing residents, as defined in Minn. Stat. §462.355, Subd. 3.

With kind regards,

JOHNSON KING, PLLC



Jaren L. Johnson

JLJ/

cc: Jeff Leyde

\* MSBA Board Certified  
Real Property Law Specialist

## Rational for the proposed development

- Best fit and use of an infill development that has topography challenges.
- Two-story building height fits better with surrounding neighborhood, compared to the first proposal of a three-story building plan.
- 20% of the units will be set aside/restricted for affordable senior housing
- Low water detention area can remain untouched and continue to filter rain water and be a ponding area for the community as it has been doing for years. This ultimately saves on the amount of water entering the sewer system for the city.
- Developer will offer the water detention area and access to the detention area to the city as engineering has requested.
- 10-12 months completion time for senior housing development, compared to single-family development requiring multiple years.
- No fill needed to be hauled in for senior housing development, versus single-family development requiring many large belly-dump loads of fill, which will be lined up on 50<sup>th</sup> street for an estimated time of six weeks.
- Less wear and tear on 50<sup>th</sup> street for senior housing development versus single-family development as a result of not needing the fill.
- No need to request for road variances with senior housing development, versus single-family need for variances because grades of roads would exceed 8% city allowed max incline.
- Developer paying for the cul-de-sac road to be installed to city requirements with senior housing development.
- Less traffic from a 55+ community than 25 single-family homes.
- Generally far less worry of noise and problematic issues with 55+ senior housing development as compared to 25 single-family homes.
- Brent & Bryce would not be installed as through street with senior housing development.
- Far less anticipated tree removal with senior family development versus single-family development which will require near clear-cutting of land.
- Buffer of current trees to remain between neighboring houses and the proposed senior housing building, see concept plan for detailed distances.
- Not all of the surrounding area of the proposed development is single family. Only half-a-block away is a multifamily Centex development.
- Neighbors would be looking at one building vs. 25 new rooftops.

**Johnson King, PLLC**

7201 West 78<sup>th</sup> Street, Suite 207

Edina, MN 55439

Phone 612-466-0668

Fax 612-466-2927

JAREN L. JOHNSON \*

[jjohnson@jk-lawoffice.com](mailto:jjohnson@jk-lawoffice.com)

May 16, 2014

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

RE: Jeff Leyde – Case No. 14-09ZPA  
Comp Plan Amendment and Rezoning from low density to high density residential  
Property generally located at Brent Ave. between 49<sup>th</sup> and 50<sup>th</sup> Streets

Dear Mr. Hunting:

Thank you for speaking with me today regarding the above referenced application by my client.

This letter shall confirm and request that Mr. Leyde's application presently before the City for consideration be amended to include that the proposed project and use of the property shall provide at least twenty percent (20%) of the units solely for affordable housing residents, as defined in Minn. Stat. §462.355, Subd. 3.

With kind regards,

JOHNSON KING, PLLC



Jaren L. Johnson

JLJ/

cc: Jeff Leyde

April 22, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X Bryan Lisa [Signature]  
Address 2891 49th St E

April 22, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X Ronald Kuecker  
Address 2950 50th St. E.

April 22, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X Mary Kohn  
Address 830 49th Ave S.

April 22, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X Eleanor Schmandt  
Address 800 - 9<sup>th</sup> Ave. So. So St Paul

April 22, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X [Signature]  
Address 840 9<sup>th</sup> Ave S So St Paul

April 22, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X \_\_\_\_\_  
Address \_\_\_\_\_

April 23, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X James M. Tufts  
Address 4877 Bryne Ave.

April 23, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X Heather Bunch R  
Address 9981 50 St E

April 23, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X \_\_\_\_\_  
Address \_\_\_\_\_

April 22, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X   
Address 5007 BRENT AVE

April 22, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X Michael McLean  
Address 9970 Boyd Ave

April 22, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X \_\_\_\_\_  
Address \_\_\_\_\_

April 22, 2014

I support the proposed zone change being presented to council April 28<sup>th</sup>. Property generally located at Brent Ave between 49<sup>th</sup> and 50<sup>th</sup> Street.

X\_\_Thomas J. McLain\_\_\_\_\_

Address\_\_563 Washington St. River Falls, WI 54022

20-50350-04-190



## **Image Management & Maintenance, LLC**

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**From:** Wally LeVesseur <wlevesseur@gmail.com>  
**Sent:** Sunday, May 18, 2014 9:46 PM  
**To:** ahunting@invergroveheights.org; gtourville@invergroveheights.org  
**Subject:** Reference CASE NO. 14-09ZPA

Good evening,

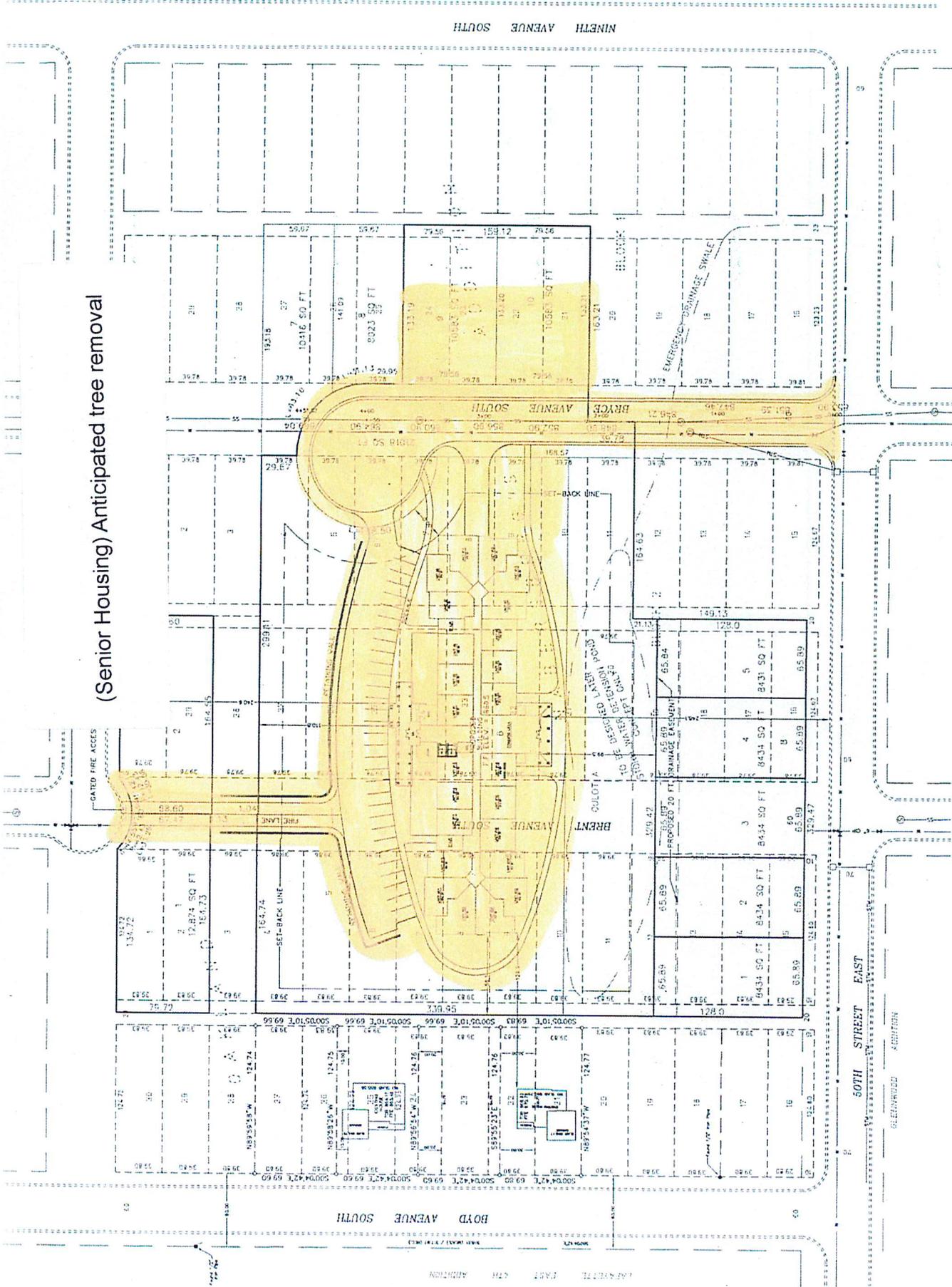
After speaking to Todd Kelm and Jeff Leyde today and earlier in the week I told them I would reach out to you prior to their stated deadline of May 19th @ 12pm to explain our stance on CASE NO. 14-09ZPA and the rezoning of that area. My wife and I are home owners of the property (PID No. **20-50350-03-020**) and if you recall Mr. Hunting, we reached out to you via email back on March 28th stating both positives and concerns of this pending item. While nothing I stated in that email has changed on this matter I would just like to explain to you that while we didn't feel comfortable signing any piece of paper to give our 100% approval of this, I have appreciated the recent work and due diligence that Image Management & Maintenance has taken reaching out to neighbors affected by this pending Case. We are fine with the senior (55+) complex that we have been told will be built if this CASE is approved by the city council. We are confident in the company and the work that Jeff Leyde and Todd Kelm will do. We are also extended family to them so we do see it as a benefit for them and other family members to be able to develop land that they have been paying taxes on for many many years. That being said please take this email as you may but I thought it was a good idea to give you our honest opinion of this even though we chose not to sign the petition (or whatever it was). We definitely don't feel it is a "yes" or "no" type of situation for us to be in and we do feel if they own the land they should have an opportunity to make good use of it at some point.

If you have questions please feel free to respond.

Thank you for your time,

Wally LeVesseur  
2896 49th St E

(Senior Housing) Anticipated tree removal



NINETH AVENUE SOUTH

SOUTH STREET EAST

BOYD AVENUE SOUTH

BRENT AVENUE SOUTH

BRYCE AVENUE SOUTH

LAFAYETTE EAST 5TH AVENUE

GLENNWOOD ARLINGTON

(Single Family) Anticipated tree removal

# CONCEPT PLAN



## CONCEPT PLAN

Client	WELLS FARGO BANK, N.A. 1000 BANKERS BUILDING ATLANTA, GA 30333 678-252-2000	Project No.	2-28-01	Project Name	CONCEPT PLAN FOR THE DEVELOPMENT OF A SINGLE-FAMILY RESIDENTIAL SUBDIVISION
Location	1000 BANKERS BUILDING ATLANTA, GA 30333	Sheet No.	1	Scale	AS SHOWN
Design	DRG. CONSULTING ENGINEERS, INC. 2000 CENTRAL AVENUE, SUITE 200 ATLANTA, GA 30333 PHONE: (404) 778-6655	Survey No.	10-10-13	Topo No.	10-10-13
Drawn	J. J. JONES	Scale	1" = 40'	Sheet Number	1 of 1

**LAKE & LAND SURVEYING, INC.**  
**Land Surveying, Civil and Geotechnical Engineering, Materials Testing, Construction Management**  
1200 CENTRE POINTE CURVE, STE 275, MENDOTA HEIGHTS, MN 55120  
PHONE: 651-776-6211 EXT 222 / FAX: 651-776-6711  
JFDEVENGPA@QWEST.NET

April 28, 2014

Mr. Jeff Leyde  
14931 108<sup>th</sup> Street South  
Hastings, MN 55033

Re: **Estimate Earthwork for a proposed Single Family Development** and Construction of Bryce Avenue and Brent Avenue between of 49<sup>th</sup> Street East and 50<sup>th</sup> Street East in Inver Grove Heights, Minnesota.

Dear Mr. Leyde:

Using the Concept Plan; Estimated Earthwork Calculations based upon proposed fill areas as per the road profiles of Bryce Avenue and Brent Avenue assuming 60 feet road right of way, 30 feet front setback, 30 feet wide house pads and a 20 feet rear yard.

Total Estimated compacted inplace fill of 56,000 cubic yards required. Which would require about 84,000 cubic yards of offsite trucked in fill.

Respectfully Submitted,

**LAKE & LAND SURVEYING, INC.**

I hereby certify that this Plan, Report or Specification was prepared by me or under my direct supervision and that I am a duly registered Engineer under the Laws of the State of Minnesota.



**Jonathan L. Faraci, PE**  
MN Reg. No. 16464

## **Image Management & Maintenance, LLC**

---

**From:** Allan Hunting <ahunting@invergroveheights.org>  
**Sent:** Thursday, May 8, 2014 10:41 AM  
**To:** fixit@imagemmllc.com  
**Subject:** Senior Housing Proposal Review of Site Plan

Jeff,

I did a quick review of the site plan to see if it complied with zoning standards. I looked at setbacks (building, parking and roads), parking requirements, building coverage, density. The plan with the last revision date of 1-28-14 meets these standards. So, with the basic concept plan info submitted, I did not see any issues. Of course, if this moves forward, we would do a detailed review with the conditional use permit application and look at more criteria like landscaping/screening requirements, building materials and height, grading and storm water.

Allan Hunting

**Heather Botten**

**From:** Jeff Schadegg  
**Sent:** Wednesday, March 12, 2014 10:33 AM  
**To:** Heather Botten  
**Subject:** Jeff Leyde - Case NO 14-09ZPA

I have reviewed the information provided regarding the above referenced case and have the following comments:

I have no concerns regarding the Comprehensive Plan Amendment or the Rezoning. We have been working with Mr. Leyde regarding site access, fire lanes and turnarounds. Issues: North connection to 49<sup>th</sup> Street and the cul-de-sac at the end of the parking lot needs to be at least 96' in diameter or another approved means of turnaround provided.

Jeffrey G. Schadegg  
Fire Marshal  
Inver Grove Heights Fire Department



8150 Barbara Avenue  
Inver Grove Heights, MN 55077  
(612) 651-4502-2547  
(612) 651-4511-0458  
[jschadegg@invergroveheights.org](mailto:jschadegg@invergroveheights.org)

**Arson is a crime against everyone!**

Arson Hotline 1-800-723-2020



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May 20, 2014

Jeff Leyde  
Image and Management Maintenance, LLC  
Hastings, MN 55033

RE: The impact of a multi-housing project on neighborhood housing values

Dear Mr. Leyde:

As much as I understand the concern of the neighboring homeowners regarding the impact of a housing project on their home values, there is not much evidence to substantiate that there will be much negative impact at all. In fact, the National Association of Realtors and the National Multi Housing Federation published the following to help dispel concerns:

"Opposition to multifamily projects is so widespread that the National Multi Housing Council and the National Apartment Association have launched a public relations effort aimed at dispelling current myths about apartment dwellers. They distributed *Creating Successful Communities: A New Housing Paradigm* at the January 2002 U.S. Conference of Mayors in Washington, D.C., and New York and mailed it to local planning officials and members of Congress.

Using 2000 U.S. Census information, the publication counters typical NIMBY objections by pointing out that 40 percent of American apartment residents live in apartments by choice, and that households earning \$50,000 or more annually are the fastest-growing segment of apartment dwellers. The brochure also concludes that renters usually pay higher property taxes through rent increases, have fewer children than single-family homeowners, putting less burden on local schools, and are more likely to use public transportation. Research also indicates that homes near apartments maintain their value and that multifamily developments do not add to crime in communities.

"In terms of the crime argument, our target market rents correlate to tenant incomes not significantly different than [those of homeowners in] the surrounding neighborhood," Settle says. "In fact, it is not uncommon for our rents to exceed the typical [principal, interest, taxes, and insurance] mortgage payments of those neighbors."

In some cases, multifamily developments raise neighborhood ire because they provide less-expensive housing than single-family homes. Paradoxically, most communities need more affordable housing. Moderate-income families, such as those headed by teachers, firefighters, police officers, and nurses, are growing faster than low-income families, according to a recent ULI forum on affordable housing. They often pay more than 50 percent of their salaries in housing costs or they must drive farther away from their jobs to find housing, thereby increasing traffic congestion and pollution. Thus, those who oppose multifamily developments on those grounds often are compounding the problem through their opposition. "

- See more at: <http://www.ccim.com/cire-magazine/articles/%E2%80%9Cnot-my-backyard%E2%80%9D#sthash.jnyYhu1U.xfUgvGxn.dpuf>



Becky Leebens, CCIM  
LR Real Estate, LLC  
15025 Glazier Ave. #105  
Apple Valley, MN 55124  
Direct: 952-641-5902

---

In addition, I have attached a report issued by MIT in 2005 titled "Effects of Mixed – Income, Multi-Family Housing Developments on Single-Family Housing Values". This was a fairly extensive and scientifically directed study researching the impact on several communities over time in Massachusetts. Their conclusion was that large multi housing rental developments do not negatively impact the sales prices of nearby single family homes. Although, this research was not done in Minnesota, in my opinion if the same approach was taken here, the conclusion would likely be the same.

I have been a licensed real estate agent since 1987 in Dakota County Minnesota and have been involved in several thousand residential and commercial real estate transactions. In my experience, demand has a greater impact on value than any other factor. Considering there is a high demand for 55+ housing in this area, this project should be supported. Communities like Inver Grove Heights need projects like these to increase the tax revenue base and to attract more residents to the community. A higher tax revenue base and more residents allows the community to provide a higher level of service and draws more service providers to the community which in turn creates a higher attraction for home buyers to want to live in this community. When homebuyers want to live in a community home values will be driven up, not down.

In conclusion, I support this project. Please feel free to contact me with your questions.

Truly,

Becky Leebens, CCIM  
Owner/President  
LR Real Estate LLC



Becky Leebens, CCIM  
LR Real Estate, LLC  
15025 Glazier Ave. #105  
Apple Valley, MN 55124  
Direct: 952-641-5902

# **ROBERT LINDAHL REALTY, INC.**

1444 Northland Drive #200, Mendota Heights, MN 55120 (Ph): 651-789-5901 (Fx): 651-789-5991

April 25, 2014

Jeff Leyde  
Image Management & Maintenance, LLC  
14931 108<sup>th</sup> Street South  
Hastings, MN 55033

RE: Senior Housing – Inver Grove Heights, MN  
50<sup>th</sup> Street East/Bryce Ave South  
Neighborhood Values

Dear Jeff:

This letter is in response to our conversations on the proposed senior housing development in Inver Grove Heights, MN at the currently vacant parcel(s) at approximate corner of 50<sup>th</sup> Street East and Bryce Avenue South.

My professional opinion, being in the residential and commercial real estate industry and associated markets since 1987, and from looking at your preliminary plans and drawings, is that there should be no negative impact on neighboring residential housing valuation as a result of a neighboring senior housing development.

There are also no studies or general market conclusions that I am aware of that would indicate any negative effect on neighboring values associated with senior housing.

If there are additional questions or needs please let me know.

Thank you!

Robert E. Lindahl, Broker  
Robert Lindahl Realty, Inc.  
Office 651-789-5901  
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The Voice of America's Housing Industry

# MULTIFAMILY Market Outlook



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October 17, 2006

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## Apartment Have Positive Impact on Property Appreciation Rates

One of the more common barriers to multifamily housing is a presumption on the part of local stakeholders that it will have a negative impact on their property values, especially values of single-family homes. New data recently released from the Census Bureau confirm, however, that this presumption is yet another myth about multifamily housing. In fact, NAHB's latest analysis of the 2005 American Housing Survey data shows that, on average, single-family homes located near multifamily communities actually appreciated at a higher rate than homes that did not have multifamily neighbors.

Interestingly, there is no evidence that multifamily housing causes single-family house prices to decline over the long-term, although there is some indication of slightly reduced appreciation rates close to the time multifamily housing is first built. Compensating for this, however, is a somewhat higher rate of appreciation in subsequent years, so that after three or four years the cumulative appreciation on single-family homes is essentially the same whether or not an apartment building had been built in the neighborhood in the meantime.

### The Source of the New Data

The AHS is conducted in odd-numbered years by the U.S. Census Bureau, and receives funding from the Department of Housing and Urban Development's budget. The survey is based on a nationally representative sample of U.S. housing units. Because the AHS revisits the same homes every two years (augmenting the sample with new construction) and records the value of the same property at different points in time, it can be used to compute rates of appreciation.

One caveat: Home values recorded in the AHS are owners' estimates of how much their properties are worth at the time of the survey, which may raise questions about the accuracy of the estimates. Several academic studies have looked into this, and have invariably found that although owners' estimates of value are not completely accurate, they tend to be off by a percentage that does not vary in any systematic way with characteristics of the house or the persons occupying it. (The more recent studies find that owners tend to overstate the value of their homes by a relatively constant percentage.) This implies that appreciation rates computed from the AHS values will be unbiased. (For example, if a home's value is overstated by 8% in two different years, the rate of appreciation measured between those two years will not be affected by the overestimate.<sup>1</sup> There are other possible sources of error in the data, and the appreciation rates reported in this article are calculated after taking several steps to screen out inaccurate values.<sup>2</sup>

Another feature of the AHS is that it identifies whether or not certain structures are present within a half block (defined as approximately 300 feet) of the unit surveyed. This enables us to calculate different appreciation rates for single-family homes based on the presence of neighborhood features such as nearby apartment buildings.

### Appreciation if Multifamily is Present at the Start of the Period

Table 1 and Figure 1 show appreciation rates for single-family detached homes in various time periods between 1997 and 2005. They also show different rates, depending on whether apartment buildings were present in the neighborhood at the start of the period or not. The 1997-2005 period in particular is examined, because the Census Bureau changed the way it collected neighborhood data in 1997. Starting with that year will produced an analysis based on data collected in a consistent manner.

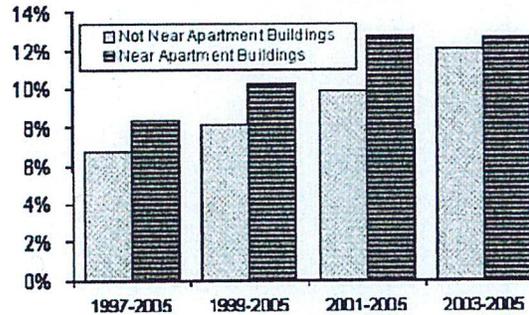


**Table 1. Annual Appreciation Rates for Single Family Detached Homes by Presence of Apartment Buildings at the Start of the Period**

	All	Not Near Apartment Buildings	Near Apartment Buildings
1997-2005	6.9%	6.8%	8.3%
1999-2005	8.3%	8.1%	10.2%
2001-2005	10.2%	9.9%	12.8%
2003-2005	12.1%	12.0%	12.7%

Source: 2005 American Housing Survey, U.S. Census Bureau and HUD

**Figure 1. Single Family Appreciation Rates**



The numbers in the figure and table are average annual appreciation rates. For example, the appreciation rate of 6.9% for 1997-2005 means that the increase in the price of an average single-family home between 1997 and 2005 was the difference that would result if the price increased at a rate of 6.9% every year. Of course, it's no surprise to anyone who follows housing markets that appreciation rates were higher than this in the more recent past. The average annual appreciation rate for single-family homes between 2003 and 2005, based on the AHS data, was 12.1%.

For each of the time periods shown in Table 1 and Figure 1, appreciation was higher for single-family detached homes if they were in neighborhoods where apartment buildings were present at the start of the period. For example, single-family homes in neighborhoods where multifamily structures were present in 1997 appreciated at a rate of 8.3% between 1997 and 2005. Single-family homes in neighborhoods where multifamily structures were present in 1999 appreciated at a rate of 10.2% between 1999 and 2005, compared to 8.1% for single-family homes that were not near apartment buildings, and so on.

This is consistent with results reported previously by NAHB based on earlier releases of AHS data. This doesn't actually prove that building a multifamily building will cause nearby single-family homes to appreciate at a faster rate. An alternate explanation that is also consistent with the data is that areas where markets are growing and housing demand is generally high are places where house price appreciation continues to be above average and where there has been pressure over the years to use land more intensively and build taller structures, such as apartment buildings. Even under this alternate scenario, though, apartment buildings are likely to be fulfilling an important function as part of a healthy economic environment—providing housing for a certain segment of the population in areas where high and increasing prices may price them out of the market for single-family detached homes.

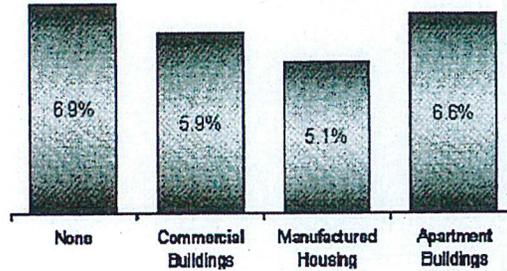
#### Appreciation if Multifamily is Built During the Period

The above statistics may not satisfy all critics, however. A possible concern is that, while single-family homes appreciate at a healthy rate once an apartment building already exists in

the neighborhood, the initial building of the building triggers a one-time reduction in house prices. Even if appreciation were later to resume its normal rate, this hypothetical one-time reduction would be a concern to owners of existing single-family homes in the neighborhood.

To investigate this, Figure 2 compares average annual appreciation rates for single-family homes over the 1997-2005 period based on whether apartment buildings were introduced sometime after 1997 or not. For comparison, the figure also shows appreciation rates if commercial buildings or manufactured housing were introduced during the same time interval.

**Figure 2. Single Family Appreciation 1997-2005 by Neighborhood Features Introduced After 1997**



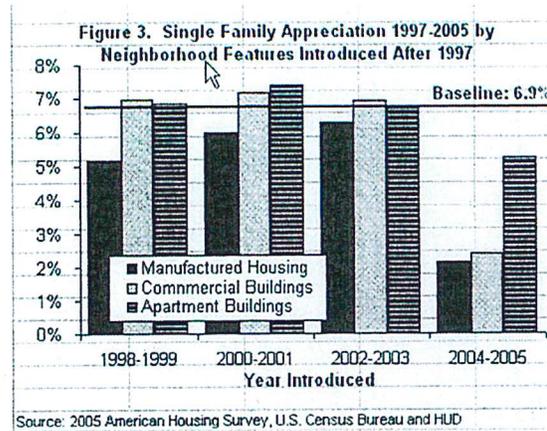
The first thing to notice is that there is no evidence of house prices declining when one of these features is introduced after 1997, although the comparison does show lower rates of appreciation. For apartment buildings, however, the difference is very small—6.6% vs. 6.9%. The difference in appreciation rates if commercial buildings or manufactured housing are introduced is more pronounced.

**Table 2. Annual Appreciation Rates for Single Family Detached Homes 1997-2005 by Neighborhood Features Introduced After 1997**

Year Feature Introduced	Commercial Buildings	Manufactured Housing	Apartment Buildings
1998-1999	6.9%	5.2%	6.8%
2000-2001	7.2%	6.0%	7.4%
2002-2003	6.9%	6.3%	6.7%
2004-2005	2.4%	2.2%	5.2%

Source: 2005 American Housing Survey, U.S. Census Bureau and HUD

Table 2 and Figure 3 take this a step further and break the numbers down based on when during the 1997-2005 the neighborhood features were introduced. As the table and figure show, all of the reduction in appreciation is concentrated among single-family homes where multifamily housing (or manufactured housing or commercial buildings) was introduced in 2004 or 2005. Because the appreciation is based on a final house price measured at some point in 2005, this may include cases where the apartment building is still under construction, where landscaping is not yet complete, or where the building has not yet become fully occupied.



Moreover, the effect on appreciation where apartment buildings were introduced in 2004 or 2005 is quite mild compared to the effect observed in when commercial buildings or manufactured housing were introduced.

In summary, the 2005 AHS shows that, in cases where apartment buildings are already present within a half block, single-family detached homes appreciated at a faster rate between 1997 and 2005. This is true no matter which time interval within the 1997-2005 period we look at.

In cases where apartment buildings were introduced into the neighborhood after 1997, single-family appreciation rates were somewhat lower. However, the effect is small compared to the effect of introducing commercial buildings or manufactured housing, and is confined to cases where the apartment buildings were introduced after 2003—so that construction may have been still in progress when home prices were measured in 2005. In cases where apartment buildings were introduced into single-family neighborhoods between 1998 and 2003, any reduction in appreciation that may have initially occurred seems to have been completely offset by subsequently higher rates—so that single-family detached homes appreciated at close to an average annual rate of 6.9% between 1997 and 2005, irrespective of any multifamily structures built nearby between 1998 and 2003.

<sup>1</sup> Eight percent is the highest figure reported in the published literature. The reference is Kiel and Zabel, "The Accuracy of Owner-Provided House Values: the 1978-1991 American Housing Survey," *Real Estate Economics*, 1999.

<sup>2</sup> There are well-known examples in the AHS of home values that are off by a decimal place. Home values in the public use AHS data set are also topcoded (truncated at the top end) to preserve respondent confidentiality. Before computing appreciation rates, homes with recorded values that are either topcoded or below \$20,000 are deleted. Home values are also checked against their previous values and cases with extremely high changes from one AHS year to the next are also deleted. Finally, cases where the home value is allocated (i.e., where the respondent doesn't provide an estimate and the home is assigned the same value as another home in the data set with similar characteristics) are deleted before appreciation rates are calculated.

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# PRIMATE TREE CARE



(651) 470-1112  
primatetree@gmail.com

5/9/2014

Jeff Leyde  
Image Management and Maintenance  
Hastings, MN 55033  
(651) 329-0145

Hello Jeff, here is the Inventory of all significant trees on the property in Inver Grove Heights, located between Bryce Ave & Brent Ave and 49<sup>th</sup> & 50<sup>th</sup>. I was pleased to find most significant trees are on the edge of the property, with mostly Cottonwood and Box Elder growing in a vast majority of the interior of the property.

Every tree is listed and numbered by species and includes the DBH (diameter at breast height) or diameter at 4ft. The condition of the trees and any major defects are also included, however few trees have major defects and most are in good condition.

A summary of the inventory is as follows, with 148 total significant trees with a diameter of 8" or more at four feet from ground level. 116 of the 148 are in good condition (#1 ranking) with no major defects, 17 are in fair condition (#2 ranking) with minor defects, and 15 are in poor condition (#3 ranking) and have a major defect or defects.

If you have any further questions or concerns please let me know!

Thanks!

Primate Tree Care  
Justin Lovro  
Co-Owner  
2616 Manning Ave. S.  
Woodbury, MN 55129  
(651) 470-1112

# Tree Inventory

Location: \_\_\_\_\_

Date: 5-9-14

Number	Tree Species Name	Condition ( 1 = good, 2 = fair, 3 = Poor)	DBH (diameter at breast height)
1	Siberian Elm	1	8"
2	Siberian Elm	1	9"
3	Siberian Elm	2 Poor growth pattern / space to grow	9"
4	Siberian Elm	2 " " "	9"
5	Siberian Elm	2 " " "	9"
6	Siberian Elm	1	13"
7	Siberian Elm	1	13"
8	Siberian Elm	1	8.5"
9	Popple	3 missing/broken top	13"
10	Popple	1	13"
11	Popple	1	10.5"
12	Popple	1	12.5"
13	Popple	1	9.5"
14	Popple	1	11.5"
15	Popple	1	11.5"
16	Red oak	1	9"
17	Red oak	1	8.5"
18	Red oak	1	8"
19	American elm	3 Broken top	15"
20	Red oak	1	10"
21	Black cherry	1	13.5"
22	Red oak	1	14"
23	Red oak	1	8"
24	Black cherry	1	14"

# Tree Inventory

Location: \_\_\_\_\_

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

Number	Tree Species Name	Condition (1 = good, 2 = fair, 3 = Poor)	DBH (diameter at breast height)
25	Black cherry	2 Grows at a steep angle.	10"
26	Black cherry	3	12.5"
27	Black cherry	1	8"
28	Red oak	1	12"
29	White oak	1	9"
30	Black cherry	1	23"
31	White oak	1	10"
32	White oak	1	10"
33	White oak	1	8"
34	Green Ash	1	12.5"
35	White oak	2 over crowded	9"
36	White oak	1	10"
37	White oak	1	10"
38	White oak	1	8"
39	White oak	1	12"
40	Silver Maple	1	21"
41	White oak	1	13"
42	White oak	1	9"
43	Black cherry	2 weak fork	13"
44	White oak	1	8.5"
45	American Elm	1	8"
46	American Elm	2 Bad lean	9.5"
47	American Elm	1	11"
48	Spruce	1	23"

# Tree Inventory

Location: \_\_\_\_\_

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

Number	Tree Species Name	Condition ( 1 = good, 2 = fair, 3 = Poor)	DBH (diameter at breast height)
49	Silver Maple	1	8"
50	Silver Maple	1	8"
51	Silver Maple	1	8.5"
52	Silver Maple	1	13.5"
53	Silver Maple	1	24"
54	Siberian Elm	1	10"
55	Siberian Elm	1	9"
56	Siberian Elm	1	11"
57	Siberian Elm	2 bad lean	8"
58	Siberian Elm	1	9"
59	Siberian Elm	1	8"
60	Siberian Elm	1	8"
61	Siberian Elm	1	8"
62	Siberian Elm	1	8.5"
63	Black Cherry	1	13.5"
64	American Elm	2 vine choked	12"
65	Black cherry	1	11"
66	Black cherry	1	13"
67	Black walnut	1	9"
68	White oak	2 vine choked	8"
69	Black cherry	1	8"
70	white oak	1	9.5"
71	Black cherry	1	13"
72	Black Cherry	1	10"

# Tree Inventory

Location: \_\_\_\_\_

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

Number	Tree Species Name	Condition ( 1 = good, 2 = fair, 3 = Poor)	DBH (diameter at breast height)
73	Red oak	1	13"
74	Red oak	1	15"
75	Norway Pine	1	10"
76	Norway Pine	1	10"
77	Norway Pine	1	11"
78	Norway Pine	1	13"
79	Norway Pine	1	14"
80	Norway Pine	1	15"
81	Norway Pine	1	15"
82	Norway Pine	1	9.5"
83	White oak	1	9"
84	White oak	1	16"
85	White oak	1	11"
86	Black Cherry	1	10"
87	White oak	1	12"
88	White oak	1	8"
89	Hackberry	1	10"
90	Hackberry	1	9"
91	White oak	3 Bad bark/rot	9"
92	Black cherry	1	<del>9</del> 9"
93	Ash	1	9"
94	Red oak	2 large wound	21"
95	Black cherry	1	9.5"
96	Black cherry	83 dead top	8"

# Tree Inventory

Location: \_\_\_\_\_

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

Number	Tree Species Name	Condition ( 1 = good, 2 = fair, 3 = Poor)	DBH (diameter at breast height)
97	White oak	1	13"
98	White oak	1	12.5"
99	White oak	1	18"
100	Black Cherry	1	9.5"
101	Red oak	1	10"
102	White oak	1	9"
103	American Elm	1	10"
104	American Elm	1	24"
105	Siberian Elm	2 damaged	30"
106	Black Cherry	1	13"
107	American Elm	1	11"
108	Black Cherry	1	8"
109	Green Ash	1	9.5"
110	Siberian Elm	1	8"
111	Siberian Elm	1	10"
112	Green Ash	1	9"
113	Green Ash	1	9"
114	Green Ash	1	10"
115	Green Ash	1	12"
116	Silver maple	2 cavity, some rot.	9"
117	American Elm	1	16"
118	Silver maple	1	9"
119	Silver maple	1	16"
120	Silver Maple	1	18"

# Tree Inventory

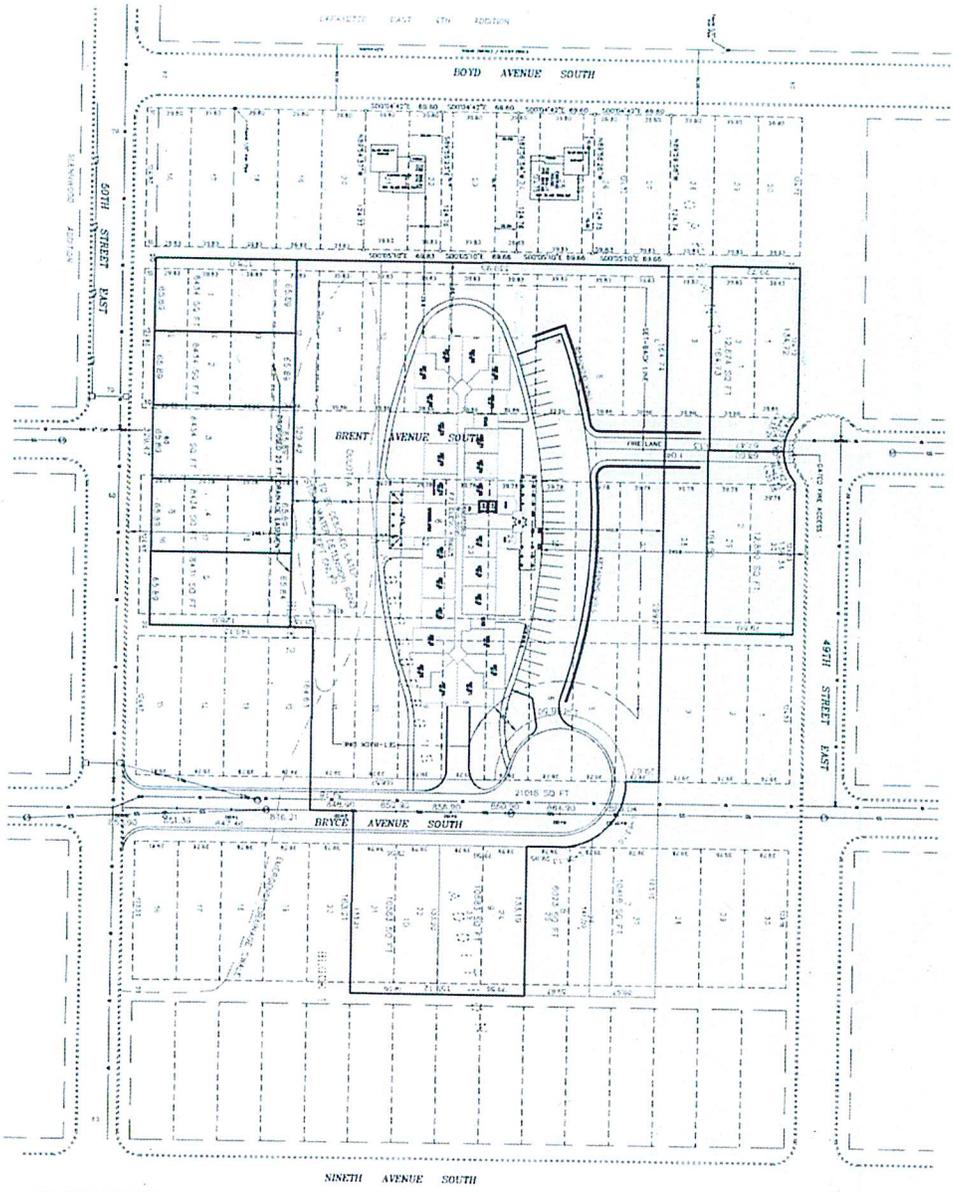
Location: \_\_\_\_\_

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

Number	Tree Species Name	Condition ( 1 = good, 2 = fair, 3 = Poor)	DBH (diameter at breast height)
121	American Elm	1	12"
122	American Elm	1	12"
123	American Elm	1	30"
124	American Elm	Die back, 3 over canted	15"
125	American Elm	1	15"
126	Silver Maple	1	13"
127	Silver Maple	1	27"
128	Siberian Elm	1	13"
129	Silver Maple	2 Bad lean	8"
130	American Elm	1	16"
131	Siberian Elm	1	15"
132	Siberian Elm	1	17"
133	Siberian Elm	1	10"
134	Siberian Elm	1	27"
135	Siberian Elm	1	17"
136	Siberian Elm	3 rotting at base	22"
137	American Elm	1	16"
138	Black Cherry	1	8"
139	Siberian Elm	1	11"
140	Siberian Elm	2 Broken Top	8.5"
141	Siberian Elm	2 Broken top	8.5"
142	Siberian Elm	3 rotting @ base	16"
143	American Elm	2 wound near base	38"
144	American Elm	2 Heavy Lean	10"



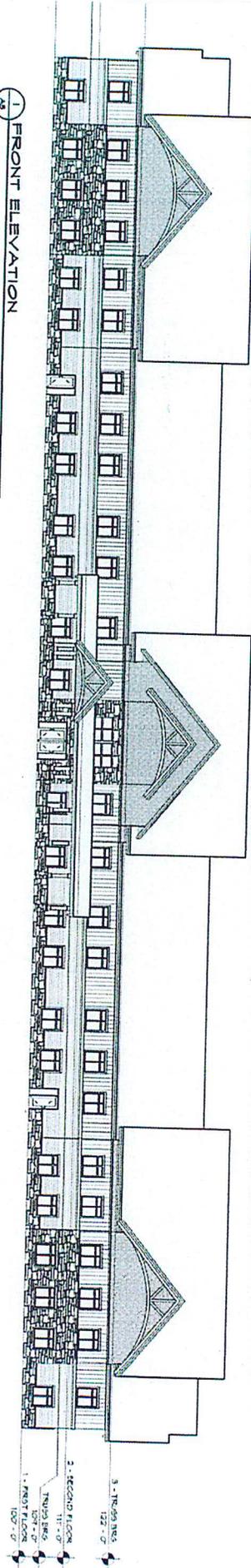
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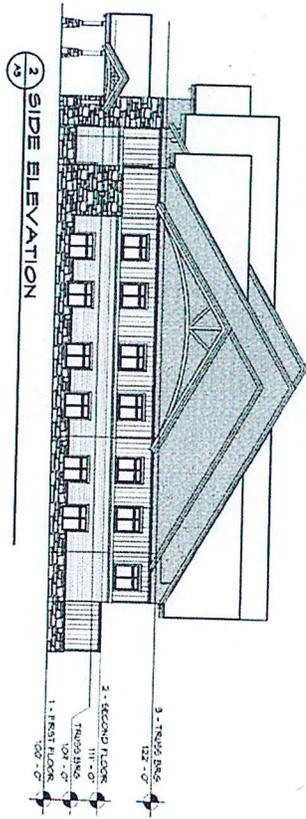
**CONCEPT PLAN**

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Author [Author Name]	Designer [Designer Name]	Engineer [Engineer Name]	Architect [Architect Name]
Site [Site Name]	Address [Address]	City [City]	State [State]

1 FRONT ELEVATION



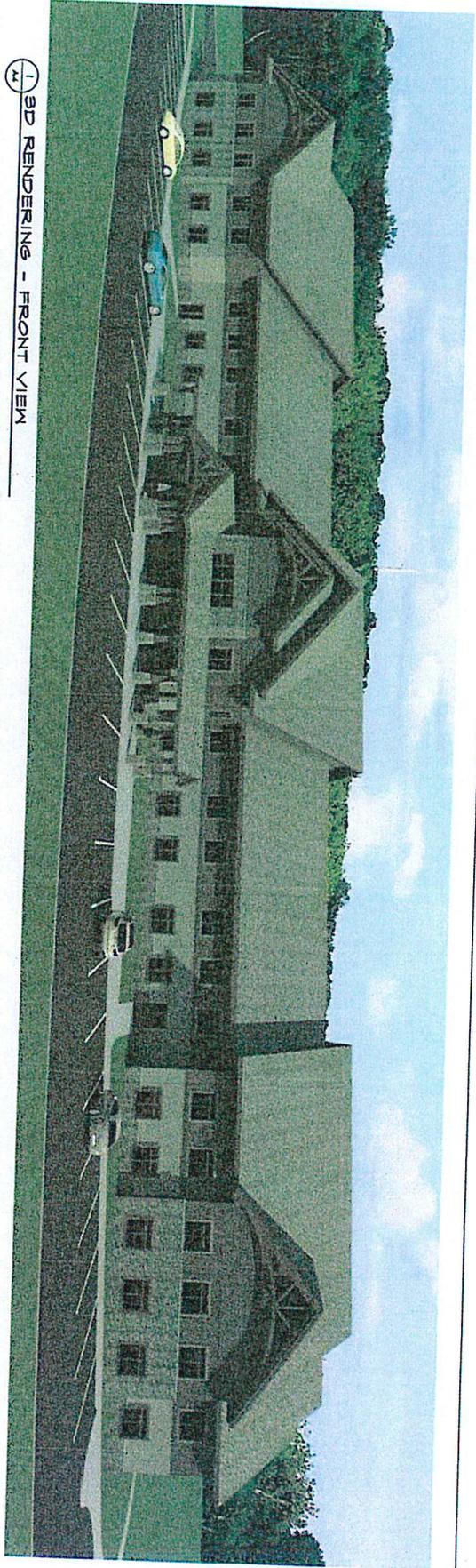
2 SIDE ELEVATION



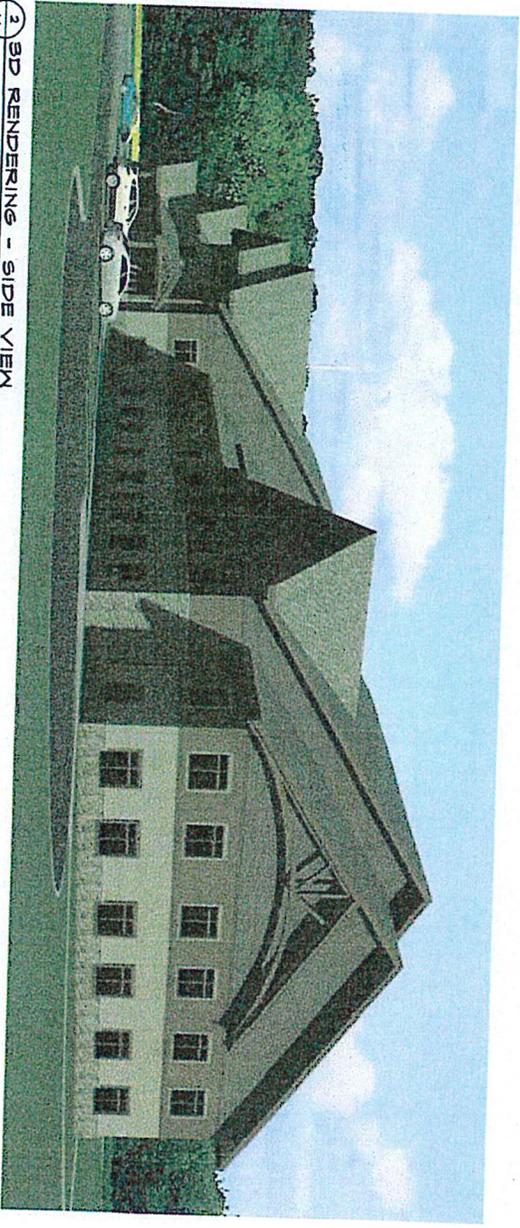
3 - TRUSS BAYS  
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3 - SECOND FLOOR  
111'-0"  
TRUSS BAYS  
109'-0"  
1 - FIRST FLOOR  
109'-0"

3 - TRUSS BAYS  
122'-0"  
3 - SECOND FLOOR  
111'-0"  
TRUSS BAYS  
109'-0"  
1 - FIRST FLOOR  
109'-0"

  
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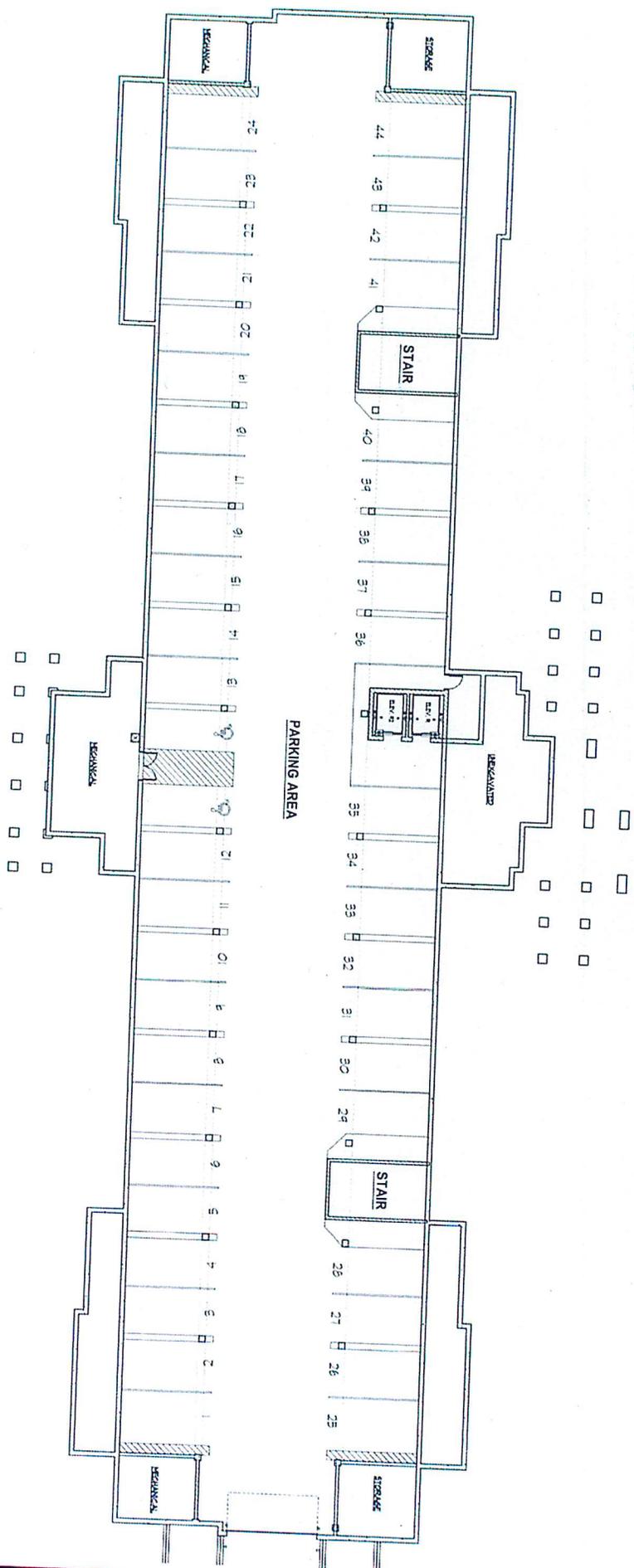
1 3D RENDERING - FRONT VIEW



2 3D RENDERING - SIDE VIEW

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 PROJECT NAME: [Project Name]
   
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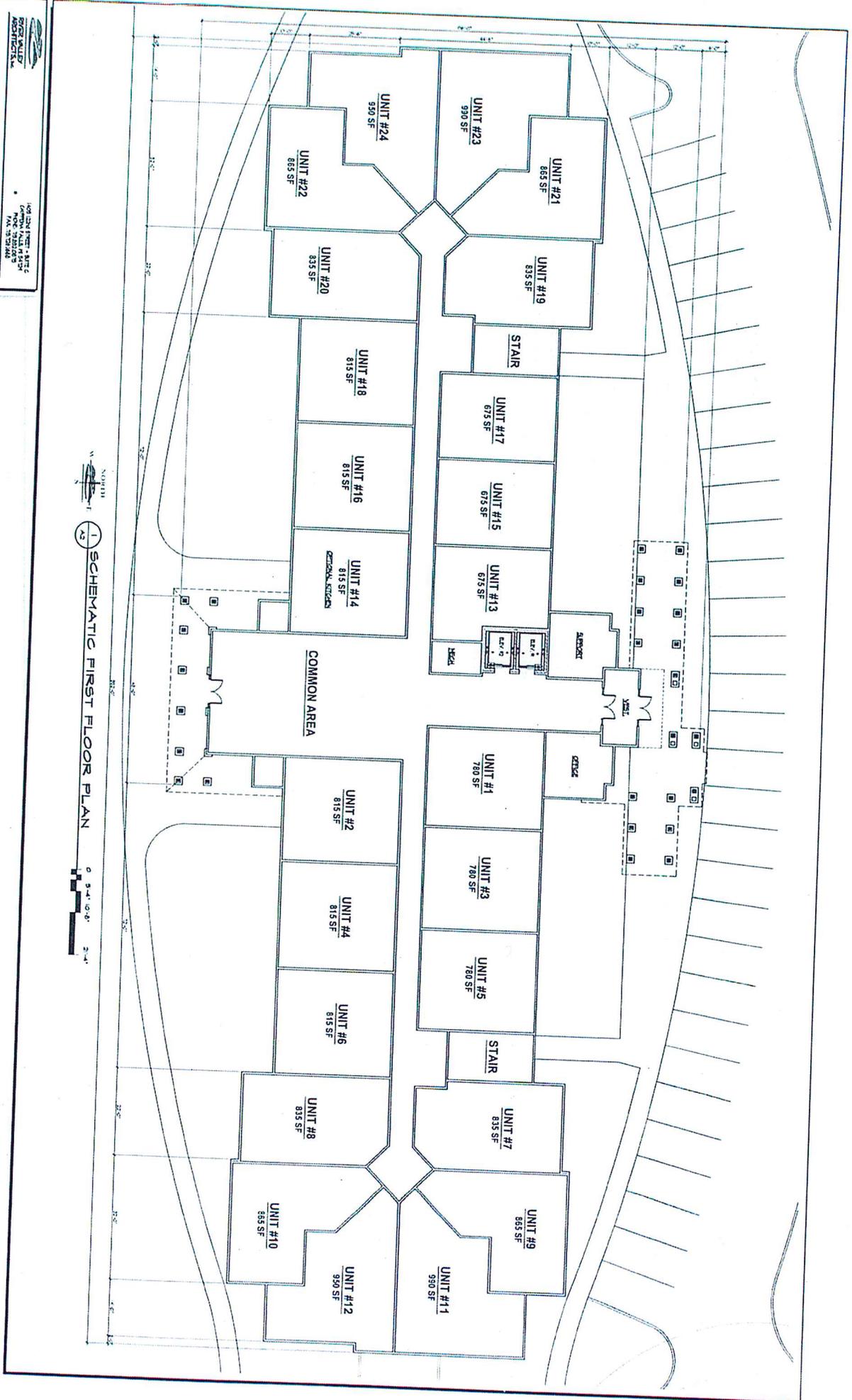
SCHEMATIC LOWER LEVEL PLAN



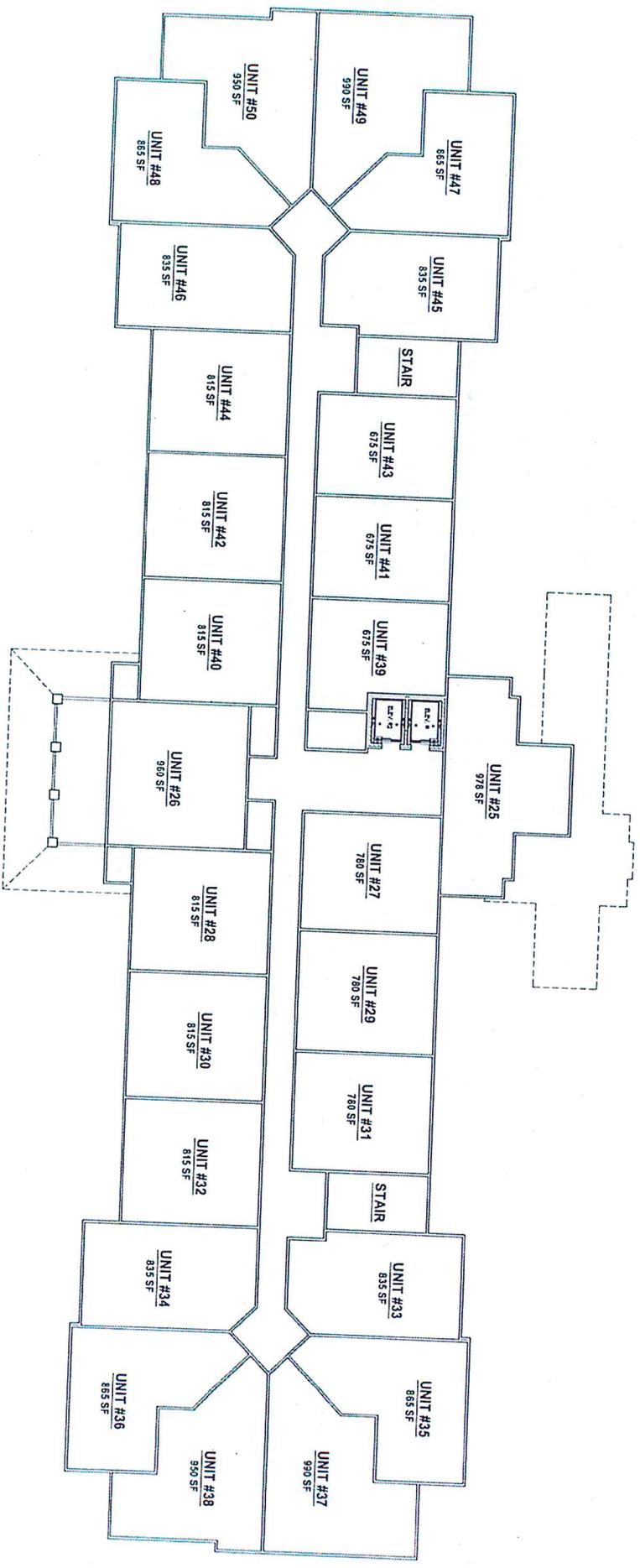

  
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 1401 12th Street - Suite 2
   
 Denver, Colorado 80202
   
 Tel: 303.733.8888
   
 www.rossvalleyconsulting.com



NORTH  

  
 1 SCHEMATIC SECOND FLOOR PLAN 0 3'-4" 10'-0" 20'-0"

## Tom Link

---

**From:** James Dziewic [valleyminc@gmail.com]  
**Sent:** Monday, May 19, 2014 9:57 PM  
**To:** Tom Link  
**Subject:** RE: Lease Extension

Tom That would be great. Thanks again for all you have helped us with this transition. It has truly been a pleasure working with you throughout the years. Thanks so much. Jim & April Dziewic

No problem. Glad we were able to make it work.

Tom

---

**From:** James Dziewic [mailto:[valleyminc@gmail.com](mailto:valleyminc@gmail.com)]  
**Sent:** Thursday, January 30, 2014 8:47 AM  
**To:** Tom Link  
**Subject:** Re: Lease Extension

Tom We appreciate all your help with this. Thanks Jim & April

On Jan 29, 2014 6:56 PM, "Tom Link" <[tlink@invergroveheights.org](mailto:tlink@invergroveheights.org)> wrote:

Jim and April,

Attached is the lease amendment that extends the lease to May 22.

I apologize for the delay. The City Council approved it on January 13 but the mayor did not sign it until last week and then I was out of the office for a couple of days.

Let me know if you have any questions. Thanks.

Tom Link

Community Development Director

City of Inver Grove Heights

[651 4502546](#)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS – Case No. 14-10ZA

Meeting Date: May 27, 2014  
Item Type: Regular Agenda  
Contact: Allan Hunting 651.450.2554  
Prepared by: Allan Hunting, City Planner  
Reviewed by:

<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 the Second 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 reviewed the first reading of the ordinance on May 12 meeting. Council directed staff to make a couple of changes to the ordinance. The following changes were made:

1. Remove language requiring parking on pads to be perpendicular to street in text and in definition of Parking Pad.
2. Staff added language in B. 2. b. to state all parking must maintain five foot setback from side yards. This is the current requirement. Language added to clarify parking locations.
3. Added a date when the ordinance will become affected to give property owners time to install parking pad material. Date of November 1 was the recommendation of Council from the first reading of the ordinance.

**RECOMMENDATION**

**Planning Staff:** Presents an amended ordinance per Council comments for second reading.

Attachments: Ordinance Amendment 2nd Reading

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

---

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. All parking spaces shall maintain a minimum five (5) foot sideyard setback.

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 and from and after November 1, 2014.

Passed in regular session of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

Ordinance No. \_\_\_\_\_

Page 2

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**BIAGINI PROPERTIES – CASE NO. 14-11PUD**

Meeting Date: May 27, 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 a Resolution memorializing the findings of fact and reason for denial relating to the following four land use applications of Biagini Properties for property located at 8225 Argenta Trail:

- a) a Final Plat for a one lot, two outlot subdivision.
- b) 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
- c) a Rezoning of the property from P, Institutional to P/PUD, Institutional Planned Unit Development per the Northwest Area Overlay District
- d) an Ordinance Text Amendment to allow a crematorium, columbarium and mortuary as an accessory use to a cemetery.
  - 60-day deadline: July 15, 2014 (second 60- days)

**SUMMARY**

The City Council made a motion to deny all four requests from Biagini Properties at the May 12, 2014 meeting. The Council directed staff to prepare a resolution of denial with the findings of fact; this resolution is attached for Council action.

The applicant and property owner are requesting the City Council to reconsider the motion made at the May 12, 2014 meeting relating to the applications of Biagini Properties. The revised request would move forward as an approximate 6,800 square foot chapel, which would include a columbarium. The applicants would not operate a mortuary or crematorium on the property. The original applications included a crematorium, mortuary, columbarium and chapel. The applicants revised proposal would include only a columbarium and chapel.

A chapel/church is a Permitted use in the P, Institutional district. The property is located in the Northwest Area of the city. The rezoning and PUD Development plan approval would be required as part of the Northwest Area Overlay ordinance. All properties located in the Northwest Area must be rezoned to a PUD designation when developed. The final plat would also be required prior to construction of a building.

If a motion to reconsider is approved, staff would recommend that the Council table those items dealing with the new plan set that show only the chapel and columbarium.

This would allow staff time to review the revised plans and report back to the Council with a memo reflecting the proposed changes. It would also allow neighborhood property owners to be notified of the Council meeting. Additionally, the applicant has offered to meet with the neighbors, neighborhood, and those who spoke at the meeting to go through the revised plans and project and answer any questions they may have.

## RECOMMENDATION

A. If the City Council finds the procedure relating to the motion to reconsider is acceptable the following four actions should be taken:

- 1) Motion to reconsider the denial of May 12, 2014; passage of the motion to reconsider; this puts back in front of the Council the motion to deny.
- 2) Withdrawal of the motion to deny all the original applications (which showed a crematorium, mortuary, columbarium and chapel).
- 3) Motion to deny the **ordinance amendment** allowing a crematorium and mortuary as an accessory use to a cemetery and denial of the rezoning development plans, plat and PUD plans to the extent such items include a mortuary and crematorium on the PUD plan set.

The resolution memorializing the findings of fact and the reasons for denial would then be brought to the City Council at the June 9, 2014 meeting.

- 4) With respect to the zoning text request to add a columbarium as an accessory use and with respect to the rezoning application, planned unit development plan application and plat application that show a chapel and columbarium, these items would be tabled to a meeting in June (and the Council would make such a motion to table these items until June).

The requests would be brought back to a City Council meeting in June. Staff would notify the residents within 350 feet of the property and the people that have spoke at the May 12, 2014 City Council meeting.

B. If the City Council does not favor the motion to reconsider, the attached resolution memorializing the finds of fact and reasons of denial should be approved.

**Planning Commission:** On May 6, 2014 the Planning Commission held the public hearing. In summary, the Planning Commission recommended approval of the Plat, PUD, and Rezoning request. They also recommended approval of the Ordinance Amendment without the crematorium.

Attachments: Memo from the City Attorney dated May 22, 2014  
Resolution memorializing the finding of fact and reasons for denial  
Letter from property owner  
Revised building layout and exterior elevations

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

---

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
◻\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
BRIDGET McCAULEY NASON  
DAVID B. GATES  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
• ROGER C. MILLER  
1924-2009

**MEMO**

\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◻ALSO ADMITTED IN MASSACHUSETTS  
◻ALSO ADMITTED IN OKLAHOMA

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: May 22, 2014**  
**RE: Resolution Memorializing Findings of Fact and Reasons for Denial Relating to the Land Use Requests of Biagini Properties (on behalf of Prairie Oaks Memorial Eco Gardens) for Property Located at 8225 Argenta Trail (City Planning Case No. 14-11PUD) – May 27, 2014 Council Meeting**

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**Section 1. Background.** Biagini Properties (on behalf of Prairie Oaks Memorial Eco Gardens), applied to the City of Inver Grove Heights for the following land use requests (Applications) relating to the property located at 8225 Argenta Trail, Inver Grove Heights (the Property):

- 1.) A Final Plat for a one lot, two outlot subdivision.
- 2.) A Preliminary and Final PUD Development Plan Approval in the Northwest Area to allow a 9,400 square foot building and related improvements on the Property.
- 3.) An ordinance amendment rezoning the Property from P, Institutional to P/PUD, Institutional Planned Unit Development per the Northwest Area Overlay District.
- 4.) An ordinance text amendment to allow a crematorium, columbarium and mortuary as accessory uses to a cemetery.

At the May 12, 2014 Council meeting, the Council, by a vote of 5 to 0 voted to deny the Applications.

Minn. Stat. § 15.99 provides that when a multimember governing body, such as the Council, denies a zoning matter, then the Council has to do the following:

1. Those voting to deny must state their reasons for denial on the record.
2. At the next regular Council meeting, the Council has to adopt a resolution that memorializes the reasons for denial that were given at the time of the previous vote.

3. A copy of the resolution memorializing the reasons for denial has to be sent to the applicant.

At the May 12, 2014 Council meeting, each of the five Councilmembers specifically stated reasons for denial and those reasons were made a part of the record.

Now the Council has to pass the attached resolution which memorializes what was articulated at the May 12, 2014 meeting when the vote was taken. The Planning Department will send the attached resolution to the applicant.

**Section 2. Council Action.** At the May 27, 2014 Council meeting, the Council will be asked to consider the attached Resolution Memorializing Findings of Fact and Reasons for Denial Relating to the Land Use Requests of Biagini Properties (on behalf of Prairie Oaks Memorial Eco Gardens) for Property Located at 8225 Argenta Trail (City Planning Case No. 14-11PUD).

Attachment

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

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

**A RESOLUTION MEMORIALIZING THE FINDINGS OF FACT  
AND REASONS FOR DENIAL RELATING TO THE  
LAND USE REQUESTS OF BIAGINI PROPERTIES (ON BEHALF OF PRAIRIE OAKS  
MEMORIAL ECO GARDENS) FOR PROPERTY LOCATED AT  
8225 ARGENTA TRAIL, INVER GROVE HEIGHTS  
(CITY PLANNING CASE NO. 14-11PUD)**

**WHEREAS**, Biagini Properties, Applicant (on behalf of Prairie Oaks Memorial Eco Gardens), applied to the City of Inver Grove Heights for the following land use requests (Applications) relating to the property located at 8225 Argenta Trail, Inver Grove Heights (the Property):

- 1.) A Final Plat for a one lot, two outlot subdivision.
- 2.) A Preliminary and Final PUD Development Plan Approval in the Northwest Area to allow a 9,400 square foot building and related improvements on the Property.
- 3.) An ordinance amendment rezoning the Property from P, Institutional to P/PUD, Institutional Planned Unit Development per the Northwest Area Overlay District.
- 4.) An ordinance text amendment to allow a crematorium, columbarium and mortuary as accessory uses to a cemetery.

**WHEREAS**, the Property is currently zoned P-Institutional and is used as a cemetery. Within the P-Institutional zoning district a cemetery, including a mausoleum, is a permitted use.

**WHEREAS**, a crematorium is currently permitted in the B-2, B-3 and B-4 zoning districts.

**WHEREAS**, a mortuary is currently permitted in the B-2, B-3 and B-4 zoning districts.

**WHEREAS**, the decision whether or not to add the crematorium, columbarium and mortuary as accessory uses in a P-Institutional district is essentially a legislative matter.

**WHEREAS**, the Applications are interrelated and interdependent. The focus of the four Applications is the request for an ordinance text amendment to allow a crematorium, columbarium and mortuary as accessory uses to a cemetery. The other three Applications fail unless the request to add the identified accessory uses passes. The reason for this interrelationship is as follows:

- The Property is in the Northwest Area Overlay District. In the Northwest Area Overlay District, land has to be zoned as a Planned Unit Development.
- As part of the Planned Unit Development, there have to be specific development plans that first need to be approved by the City. As a result, with respect to these particular

Applications, the requested rezoning referenced the specific development plans which showed the requested crematorium, columbarium and mortuary. Because there was a request to plat land that would be subject to a Planned Unit Development, the plat also had to include approved development plans. In this instance, the development plans relating to the plat also showed the requested crematorium, columbarium and mortuary.

- Once the proposed ordinance text amendment is denied, the other three Applications are flawed because they incorporate the uses of crematorium, columbarium and mortuary into the development plans.

**WHEREAS**, on May 6, 2014, the City's Planning Commission held a public hearing to consider the Applications and to take public testimony.

**WHEREAS**, the Applications were considered by the City Council at the May 12, 2014 Council meeting. After considerable discussion, citizen comment and response by Tony Weber of Prairie Oaks Memorial Eco Gardens, a motion was made by Councilmember Rosemary Piekarski Krech and seconded by Councilmember James Mueller to deny the Applications. The motion to deny passed by a vote of 5 to 0. Those voting to deny were Mayor George Tourville, Councilmember Dennis Madden, Councilmember Rosemary Piekarski Krech, Councilmember James Mueller and Councilmember Tom Bartholomew.

**WHEREAS**, the Inver Grove Heights City Council is a multimember governing body consisting of five members.

**WHEREAS**, Minnesota Statutes § 15.99, Subd. 2(c) provides in part as follows:

If a multimember governing body denies a request, it must state the reasons for denial on the record and provide the applicant in writing a statement of the reasons for the denial. If the written statement is not adopted at the same time as the denial, it must be adopted at the next meeting following the denial of the request but before the expiration of the time allowed for making a decision under this section. The written statement must be consistent with the reasons stated in the record at the time of the denial. The written statement must be provided to the applicant upon adoption.

**WHEREAS**, contemporaneously with the vote on the motion, each of the Councilmembers voting to deny the Applications articulated findings of fact and reasons for the denial.

**WHEREAS**, the findings of fact and reasons for denial stated by each of the Councilmembers constitute the Council's findings of fact and reasons for denial.

**WHEREAS**, the findings of fact and reasons for denial as so stated by the five councilmembers on May 12, 2014, were as follows:

1.) Councilmember Rosemary Piekarski Krech stated findings of fact and reasons for denial as follows:

- a. It is unfair to competing businesses in the B-2 and B-3 zoning districts to have a similar business as an accessory use in the P-Institutional zoning district.
- b. The requested accessory uses are best located in a B-2 or B-3 business zoning district.
- c. In other cities, a crematorium and a mortuary are typically found in business/commercial districts.

2.) Councilmember Tom Bartholomew stated findings of fact and reasons for denial as follows:

- a. The requested accessory uses do not fit in a P-Institutional zoning district.
- b. The requested accessory uses should be in a B-2, B-3 or B-4 zoning district.
- c. There is no reason to consider a rezoning of the Property to B-2, B-3 or B-4.

3.) Councilmember Dennis Madden stated findings of fact and reasons for denial as follows:

- a. The requested uses are commercial uses. They are businesses that should be in a B-2, B-3 or B-4 district.

4.) Councilmember James Mueller stated findings of fact and reasons for denial as follows:

- a. The requested accessory uses are businesses that should be with other businesses in a business district, not in an institutional district.

5.) Mayor George Tourville stated findings of fact and reasons for denial as follows:

- a. The cemetery is a permitted use. But, the requested accessory uses need to be in a commercial or business district.

**WHEREAS**, without approval of the crematorium, columbarium and mortuary, the development plans, planned unit development designation and plat request need to be denied because they incorporate the crematorium, columbarium and mortuary into the development plans.

**NOW, THEREFORE BE IT RESOLVED** that the Council does hereby memorialize and confirm that the above findings of fact and reasons for denial constitute the findings of fact and reasons for denial set forth by those voting in favor of the motion to deny the Applications. The findings and reasons for denial as stated above are hereby made the Council's findings of fact and reasons for denial.

Passed this 27<sup>th</sup> day of May, 2014.

---

George Tourville, Mayor

ATTEST:

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Melissa Kennedy, Deputy Clerk



To Heather Botten, IGH Planning Commission, and IGH City Council,

I understand you have requested a narrative as to what we are asking for and what the intentions are for the actual use of this building.

We are asking for a reconsideration of the city council's decision for denial of a permit to build our building as planned and submitted to the planning commission and city council.

We are asking to reconsider the original plans whereas we will downsize the building considerably and remove the request for a crematorium and mortuary – while continuing with future plans for a columbarium.

As to why we need a family room – because we will need a space to meet specifically with the family for discussion of the actual service – we will have on staff an ordained minister as well as certified licensed celebrants including myself, to arrange and officiate the funeral itself. A licensed funeral director will be of course be present also (from the mortuary handling the preparation of the body – or cremation).

The only show room we will need is for the pre-planning portion of a funeral. It will contain “green” burial items allowed in the cemetery. “Green” caskets and urns so they are aware of the requirements to allow burial in our cemetery.

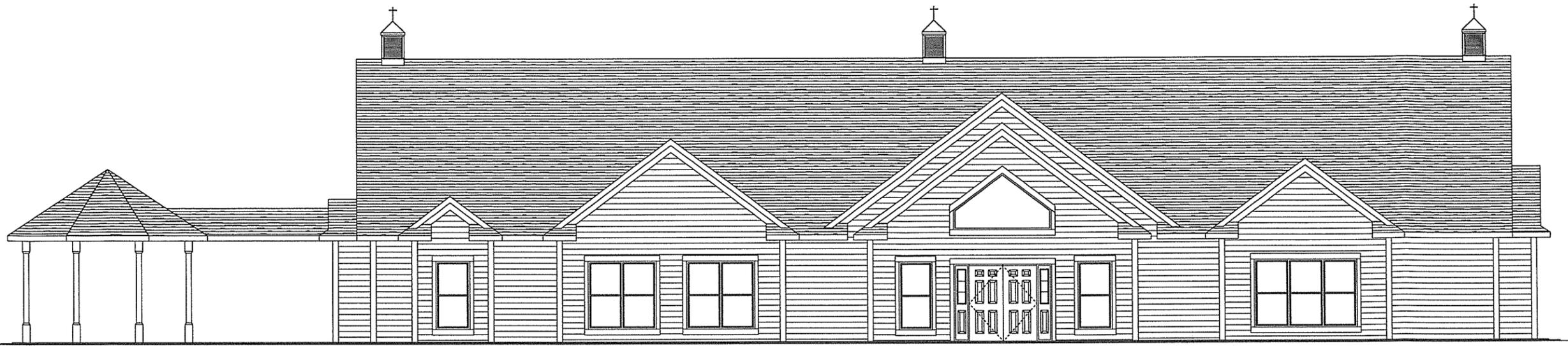
According to my contractor – we plan to adhere to all of the other requirements previously submitted to the Planning Commission.

If I can be of further help or clarification, please do not hesitate to call on me.

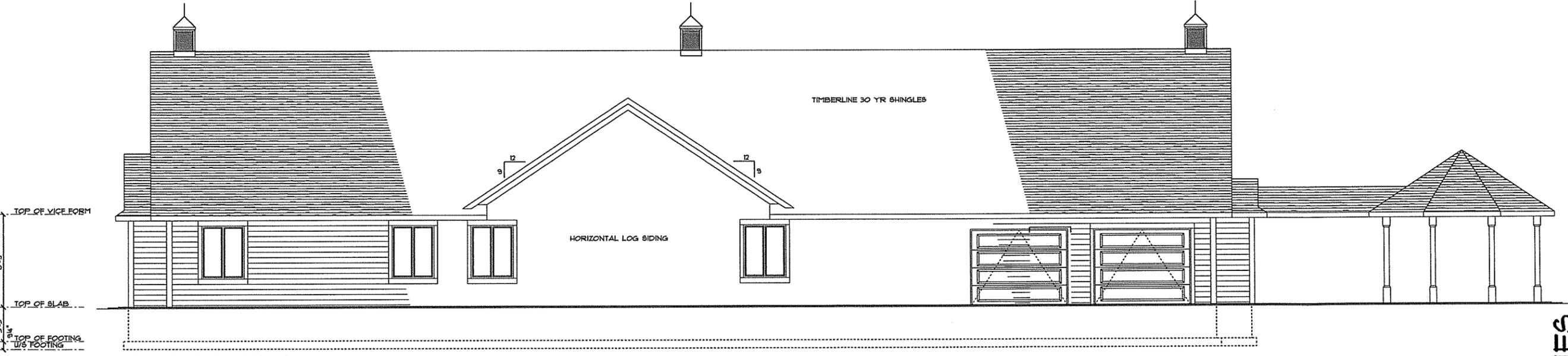
Respectfully,

A handwritten signature in black ink, appearing to read "Tony Weber".

Tony Weber  
Prairie Oaks Memorial Eco Gardens



FRONT ELEVATION



REAR ELEVATION

PAGE #:

PRINT DATE: 2/10/2013

DRAWN BY: D. BIAGINI

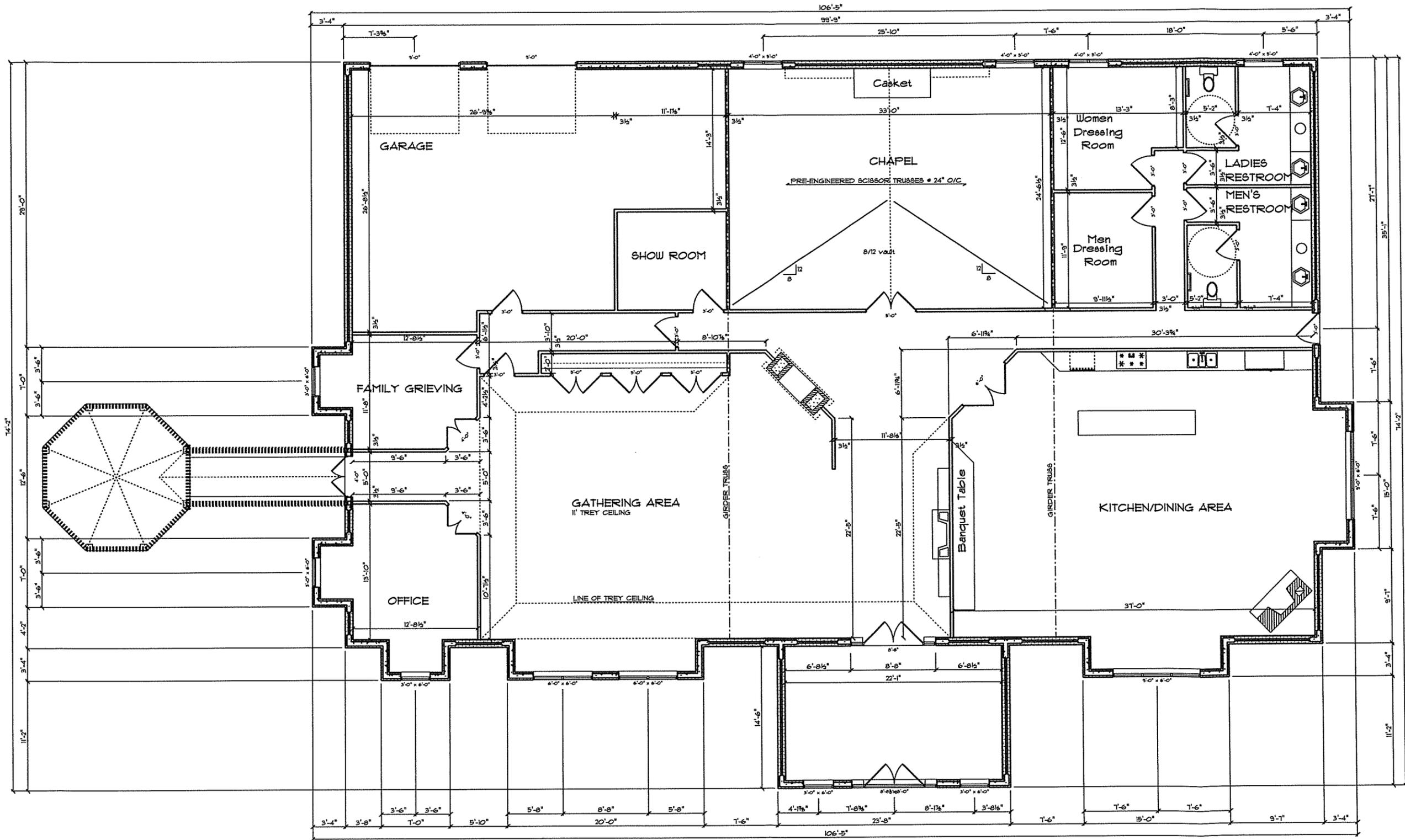
SCALE: AS NOTED

RELEASE DATE:

PRAIRIE OAKS  
 MEMORIAL ECO GARDENS  
 8225 ARGENTA TRAIL,  
 INVER GROVE HTS., MN, 55077  
 DO NOT SCALE DRAWINGS

**BIAGINI PROPERTIES**

2935 COUNTRY DRIVE  
 LITTLE CANADA, MN. 55117  
 OFFICE: 651-765-4673 FAX: 651-765-4675  
 CELL: 612-720-1451  
 EMAIL: DICK@BIAGINIPROPERTIES.NET



MAIN FLOOR PLAN 6188 SQFT

PRAIRIE OAKS  
 MEMORIAL ECO GARDENS  
 8225 ARGENTA TRAIL,  
 INVER GROVE HTS., MN, 55011  
 DO NOT SCALE DRAWINGS

**BIAGINI PROPERTIES**

2935 COUNTRY DRIVE  
 LITTLE CANADA, MN. 55117  
 OFFICE: 651-765-4673 FAX: 651-765-4675  
 CELL: 612-720-1451  
 EMAIL: DICK@BIAGINIPROPERTIES.NET

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Awarding Contract for the 2014 Pavement Management Program, City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall**

Meeting Date: May 27, 2014  
 Item Type: Regular  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *SA*

- Fiscal/FTE Impact:**
- None
  - Amount included in current budget
  - Budget amendment requested
  - FTE included in current complement
  - New FTE requested – N/A
  - Other: Special Assessments, Pavement Management Fund, Municipal State Aid Funds, Water Fund, Sewer Fund, DCSWCD Grant

**PURPOSE/ACTION REQUESTED**

Consider resolution awarding contract for the 2014 Pavement Management Program, City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall.

**SUMMARY**

Bids were opened at 10:00 a.m. on March 27, 2014 for the subject projects. Three contractors submitted bids. The low base bid was submitted by S.M. Hentges & Sons, Inc. in the amount of \$2,769,496.10. This amount is 5% less than the preliminary engineer’s estimate of \$2,917,473.40.

The bids were received as follows:

<u>Bidder</u>	<u>Base Bid</u>
S. M. Hentges & Sons, Inc.	\$2,769,496.10
Valley Paving, Inc.	\$2,781,519.02
Max Steininger Inc.	\$2,794,155.21

A letter was sent to property owners in the project area indicating the City’s intent to award the contract at the May 27, 2014 Council meeting.

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract to S.M. Hentges & Sons for a total contract amount of \$2,769,496.10 for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall.

TJK/kf

Attachments: Resolution  
 March 28, 2014 summary of bids from Kimley-Horn & Associates, Inc.

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

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR 2014 PAVEMENT  
MANAGEMENT PROGRAM, CITY PROJECT NO. 2014-09D – COLLEGE TRAIL RECONSTRUCTION  
AND BARBARA AVENUE PARTIAL RECONSTRUCTION AND CITY PROJECT NO. 2014-06 –  
BLAINE AVENUE RETAINING WALL**

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

**WHEREAS**, pursuant to an advertisement for bids for the 2014 Pavement Management Program, City Project 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, acknowledgement of receipt of addendum, and submitted a bid bond.

<b>Contractor</b>	<b>Base Bid</b>
S.M. Hentges	\$2,769,496.10
Valley Paving, Inc.	\$2,781,519.02
Max Steininger, Inc.	\$2,794,155.21

**WHEREAS**, S. M. Hentges & Sons is the lowest responsible bidder for the base bid for a total contract amount of \$2,769,496.10

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with S.M. Hentges & Sons, Inc. in the name of the City of Inver Grove Heights, for the 2014 Pavement Management Program, City Project 2014-09D, College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall, according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. 2014 Pavement Management Program, City Project No. 2014-09D – South College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall shall be funded through special assessments to the benefiting properties, Municipal State Aid funds, the Water and Sewer Funds, Dakota County SWCD Grant, and the Pavement Management Fund

Adopted by the City Council of Inver Grove Heights this 27th day of May 2014.

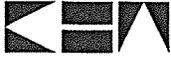
AYES:

NAYS:

ATTEST:

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

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



Kimley-Horn  
and Associates, Inc.

March 28, 2014

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

■  
Suite 238N  
2550 University Avenue West  
St. Paul, Minnesota  
55114

Re: Summary of Bids  
College Trail Street Reconstruction and Barbara Avenue Partial Street  
Reconstruction  
City Project 2014-09D  
Blaine Avenue Retaining Wall Replacement  
City Project 2014-06

Dear Mr. Kaldunski:

At 10:00 a.m. on Thursday, March 27<sup>th</sup> bids were received and opened for the above-referenced project. Bids were received from three (3) contractors with the total bid amounts as follows:

<u>Contractor</u>	<u>Bid Amount</u>
S.M. Hentges & Sons, Inc.	\$ 2,769,496.10
Valley Paving, Inc.	\$ 2,781,519.02
Max Steininger, Inc.	\$ 2,794,155.21

*\* All bid amounts shown on this letter and the attached bid tabulation are the corrected bid amounts.*

All bids were submitted with proper guarantees in the amount of five percent (5%) of the total bid as required by the Project Manual. All bids acknowledged the two (2) addenda that were issued for the project. There were several errors found in the bids of two of the three bidders. The errors were minor and did not impact the bidding order.

S.M. Hentges & Sons, Inc. is the low bidder with a total bid amount of \$2,769,496.10. The low bid is \$2,769,496.10 or 5% less than the engineer's estimate of \$2,917,473.50.



Kimley-Horn  
and Associates, Inc.

We understand that the City staff recommendation will be for the Council to award the project to the lowest responsible bidder. After our review and tabulation of the bids received for this project, S.M. Hentges & Sons, Inc. is the responsible low bidder for the project.

Sincerely,

Kimley-Horn and Associates, Inc.

A handwritten signature in black ink that reads "Eric Fosmo". The signature is written in a cursive style with a large, sweeping initial 'E'.

Eric Fosmo, P.E.  
Project Manager

Enclosure: Bid Tabulation

cc: File 160509020

BID TABULATIONS

Contract: CP 2014-09D AND CP 2014-06  
 Owner: CITY OF INVER GROVE HEIGHTS  
 Project: COLLEGE TRAIL STREET RECONSTRUCTION AND BARBARA AVENUE PARTIAL STREET RECONSTRUCTION  
 BLAINE AVENUE RETAINING WALL REPLACEMENT  
 KHA Job No: 160509020



Schedule: A  
 Description: STREET IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	ENGINEER'S ESTIMATE		S.M. HENTGES & SONS, INC.		VALLEY PAVING INC.		MAX STEININGER INC.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 100,000.00	\$ 100,000.00	\$ 141,500.00	\$ 141,500.00	\$ 80,000.00	\$ 80,000.00	\$ 58,500.00	\$ 58,500.00
2	2031.501	FIELD OFFICE	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 10,500.00	\$ 10,500.00	\$ 7,059.81	\$ 7,059.81	\$ 8,341.58	\$ 8,341.58
3	2100.601	NIGHT WORK	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 4,550.00	\$ 4,550.00	\$ 0.01	\$ 0.01	\$ 1.07	\$ 1.07
4	2101.501	CLEARING	ACRE	0.9	\$ 4,500.00	\$ 4,050.00	\$ 2,630.00	\$ 2,367.00	\$ 2,575.00	\$ 2,317.50	\$ 3,208.31	\$ 2,887.48
5	2101.502	CLEARING	TREE	38	\$ 200.00	\$ 7,600.00	\$ 132.00	\$ 5,016.00	\$ 128.75	\$ 4,892.50	\$ 85.58	\$ 3,251.28
6	2101.506	GRUBBING	ACRE	0.9	\$ 4,500.00	\$ 4,050.00	\$ 2,630.00	\$ 2,367.00	\$ 2,575.00	\$ 2,317.50	\$ 2,673.59	\$ 2,406.23
7	2101.507	GRUBBING	TREE	38	\$ 200.00	\$ 7,600.00	\$ 132.00	\$ 5,016.00	\$ 128.75	\$ 4,892.50	\$ 42.78	\$ 1,625.64
8	2104.501	REMOVE PIPE CULVERTS	LIN FT	1000	\$ 10.00	\$ 10,000.00	\$ 4.00	\$ 4,000.00	\$ 11.13	\$ 11,130.00	\$ 6.42	\$ 6,420.00
9	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	160	\$ 10.00	\$ 1,600.00	\$ 6.00	\$ 960.00	\$ 11.13	\$ 1,780.80	\$ 7.49	\$ 1,198.40
10	2104.501	REMOVE CURB AND GUTTER	LIN FT	780	\$ 5.00	\$ 3,900.00	\$ 4.10	\$ 3,198.00	\$ 4.35	\$ 3,393.00	\$ 3.45	\$ 2,691.00
11	2104.501	REMOVE RETAINING WALL	LIN FT	25	\$ 100.00	\$ 2,500.00	\$ 8.30	\$ 207.50	\$ 14.71	\$ 367.75	\$ 34.19	\$ 854.75
12	2104.501	REMOVE GUARD RAIL	LIN FT	438	\$ 20.00	\$ 8,760.00	\$ 7.70	\$ 3,372.60	\$ 7.47	\$ 3,271.86	\$ 3.21	\$ 1,405.98
13	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ FT	16800	\$ 0.50	\$ 8,400.00	\$ 0.50	\$ 8,400.00	\$ 1.10	\$ 18,480.00	\$ 0.71	\$ 11,928.00
14	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	60	\$ 10.00	\$ 600.00	\$ 8.90	\$ 534.00	\$ 8.97	\$ 538.20	\$ 16.04	\$ 962.40
15	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	185	\$ 10.00	\$ 1,850.00	\$ 15.50	\$ 2,867.50	\$ 6.26	\$ 1,158.10	\$ 10.00	\$ 1,850.00
16	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1050	\$ 4.00	\$ 4,200.00	\$ 7.80	\$ 8,190.00	\$ 3.77	\$ 3,958.50	\$ 3.63	\$ 3,811.50
17	2104.507	REMOVE RIPRAP	CU YD	63	\$ 8.00	\$ 504.00	\$ 10.00	\$ 630.00	\$ 14.71	\$ 926.73	\$ 16.04	\$ 1,010.52
18	2104.509	REMOVE BOX CULVERT END	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ 854.59	\$ 854.59	\$ 1,604.15	\$ 1,604.15
19	2104.509	REMOVE CATCH BASIN	EACH	1	\$ 500.00	\$ 500.00	\$ 125.00	\$ 125.00	\$ 427.31	\$ 427.31	\$ 347.56	\$ 347.56
20	2104.509	REMOVE CASTING & RINGS (STORM)	EACH	6	\$ 500.00	\$ 3,000.00	\$ 100.00	\$ 600.00	\$ 122.61	\$ 735.66	\$ 90.90	\$ 545.40
21	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	1	\$ 500.00	\$ 500.00	\$ 125.00	\$ 125.00	\$ 427.31	\$ 427.31	\$ 347.56	\$ 347.56
22	2104.523	SALVAGE MARKER	EACH	2	\$ 30.00	\$ 60.00	\$ 26.50	\$ 53.00	\$ 25.75	\$ 51.50	\$ 26.74	\$ 53.48
23	2104.523	SALVAGE SIGN TYPE C	EACH	44	\$ 30.00	\$ 1,320.00	\$ 21.20	\$ 932.80	\$ 30.90	\$ 1,359.60	\$ 21.39	\$ 941.16
24	2104.523	SALVAGE SIGN TYPE D	EACH	4	\$ 35.00	\$ 140.00	\$ 26.50	\$ 106.00	\$ 46.35	\$ 185.40	\$ 26.74	\$ 106.96
25	2104.523	SALVAGE SIGN TYPE SPECIAL	EACH	3	\$ 35.00	\$ 105.00	\$ 26.50	\$ 79.50	\$ 30.90	\$ 92.70	\$ 26.74	\$ 80.22
26	2104.602	REMOVE FLARED END SECTION	EACH	1	\$ 100.00	\$ 100.00	\$ 225.00	\$ 225.00	\$ 427.31	\$ 427.31	\$ 240.63	\$ 240.63
27	2104.607	SALVAGE RANDOM RIPRAP	CU YD	20	\$ 25.00	\$ 500.00	\$ 15.00	\$ 300.00	\$ 14.71	\$ 294.20	\$ 16.04	\$ 320.80
28	2105.501	COMMON EXCAVATION (P)	CU YD	25535	\$ 7.50	\$ 191,512.50	\$ 10.50	\$ 268,117.50	\$ 9.33	\$ 238,241.55	\$ 11.07	\$ 282,672.45
29	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	860	\$ 7.50	\$ 6,450.00	\$ 8.00	\$ 6,880.00	\$ 11.36	\$ 9,769.60	\$ 12.31	\$ 10,586.60
30	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	10981	\$ 12.00	\$ 131,772.00	\$ 11.50	\$ 126,281.50	\$ 13.00	\$ 142,753.00	\$ 7.10	\$ 77,965.10
31	2123.601	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	80	\$ 125.00	\$ 10,000.00	\$ 135.00	\$ 10,800.00	\$ 100.00	\$ 8,000.00	\$ 126.78	\$ 10,142.40
32	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
33	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	3815	\$ 16.50	\$ 62,947.50	\$ 13.50	\$ 51,502.50	\$ 16.68	\$ 63,634.20	\$ 11.90	\$ 45,398.50
34	2211.501	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED LIMESTONE)	TON	1915	\$ 20.00	\$ 38,300.00	\$ 16.50	\$ 31,597.50	\$ 17.49	\$ 33,493.35	\$ 21.08	\$ 40,368.20
35	2221.501	AGGREGATE SHOULDERING CLASS 1	TON	1150	\$ 12.00	\$ 13,800.00	\$ 23.00	\$ 26,450.00	\$ 20.30	\$ 23,345.00	\$ 26.50	\$ 30,475.00
36	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	165	\$ 2.50	\$ 412.50	\$ 6.30	\$ 1,039.50	\$ 9.78	\$ 1,613.70	\$ 9.83	\$ 1,621.95
37	2232.604	MILL BITUMINOUS SURFACE (FULL DEPTH)	SQ YD	1360	\$ 2.50	\$ 3,400.00	\$ 4.50	\$ 6,120.00	\$ 2.86	\$ 3,889.60	\$ 4.30	\$ 5,848.00
38	2331.604	BITUMINOUS PAVEMENT RECLAMATION (P)	SQ YD	27950	\$ 3.00	\$ 83,850.00	\$ 3.25	\$ 90,837.50	\$ 3.03	\$ 84,688.50	\$ 5.30	\$ 148,135.00
39	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	1300	\$ 72.00	\$ 93,600.00	\$ 66.00	\$ 85,800.00	\$ 62.63	\$ 81,419.00	\$ 73.72	\$ 95,836.00
40	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	1840	\$ 72.00	\$ 132,480.00	\$ 48.00	\$ 88,320.00	\$ 63.02	\$ 115,856.80	\$ 55.29	\$ 101,733.60
41	2360.501	TYPE SP 19.0 NON WEAR COURSE MIX (2,C)	TON	1300	\$ 68.00	\$ 88,400.00	\$ 63.00	\$ 81,900.00	\$ 59.73	\$ 77,649.00	\$ 73.72	\$ 95,836.00
42	2360.501	TYPE SP 19.0 NON WEAR COURSE MIX (3,B)	TON	1840	\$ 68.00	\$ 125,120.00	\$ 48.00	\$ 88,320.00	\$ 53.18	\$ 97,851.20	\$ 55.29	\$ 101,733.60
43	2360.501	TYPE SP 19.0 NON WEAR COURSE MIX (3,C)	TON	1840	\$ 68.00	\$ 125,120.00	\$ 43.00	\$ 79,120.00	\$ 60.00	\$ 110,400.00	\$ 49.15	\$ 90,438.00
44	2360.604	2.5" BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1050	\$ 20.00	\$ 21,000.00	\$ 18.00	\$ 18,900.00	\$ 17.72	\$ 18,606.00	\$ 25.80	\$ 27,090.00
45	2411.604	MODULAR BLOCK RETAINING WALL (WET CAST)	SQ YD	75	\$ 360.00	\$ 27,000.00	\$ 430.00	\$ 32,250.00	\$ 406.85	\$ 30,513.75	\$ 422.42	\$ 31,681.50
46	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100	\$ 100.00	\$ 10,000.00	\$ 13.25	\$ 1,325.00	\$ 20.60	\$ 2,060.00	\$ 21.50	\$ 2,150.00
47	2501.561	18" RC PIPE CULVERT DES 3006 CL III	LIN FT	649	\$ 35.00	\$ 22,715.00	\$ 34.00	\$ 22,066.00	\$ 30.09	\$ 19,528.41	\$ 26.74	\$ 17,354.26
48	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	6838	\$ 6.00	\$ 41,028.00	\$ 7.80	\$ 53,336.40	\$ 6.27	\$ 42,874.26	\$ 6.68	\$ 45,677.84
49	2504.601	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
50	2521.501	4" CONCRETE WALK	SQ FT	18245	\$ 4.00	\$ 72,980.00	\$ 2.75	\$ 50,173.75	\$ 3.19	\$ 58,201.55	\$ 2.65	\$ 48,349.25
51	2521.511	3" BITUMINOUS WALK	SQ FT	18000	\$ 2.50	\$ 45,000.00	\$ 1.05	\$ 18,900.00	\$ 1.36	\$ 24,480.00	\$ 1.54	\$ 27,720.00
52	2531.501	CONCRETE CURB & GUTTER DESIGN B418	LIN FT	140	\$ 13.00	\$ 1,820.00	\$ 19.00	\$ 2,660.00	\$ 16.48	\$ 2,307.20	\$ 16.01	\$ 2,241.40
53	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	5690	\$ 13.00	\$ 73,970.00	\$ 9.85	\$ 56,046.50	\$ 11.54	\$ 65,662.60	\$ 10.26	\$ 58,379.40
54	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	240	\$ 35.00	\$ 8,400.00	\$ 42.00	\$ 10,080.00	\$ 40.17	\$ 9,640.80	\$ 46.43	\$ 11,143.20
55	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	705	\$ 40.00	\$ 28,200.00	\$ 49.00	\$ 34,545.00	\$ 44.29	\$ 31,224.45	\$ 55.37	\$ 39,035.85
56	2531.602	PEDESTRIAN CURB RAMP	EACH	9	\$ 500.00	\$ 4,500.00	\$ 625.00	\$ 5,625.00	\$ 566.50	\$ 5,098.50	\$ 642.83	\$ 5,785.47
57	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	250	\$ 20.00	\$ 5,000.00	\$ 22.66	\$ 5,665.00	\$ 22.66	\$ 5,665.00	\$ 21.05	\$ 5,262.50
58	2531.603	SPOT CURB REPLACEMENT	LIN FT	200	\$ 20.00	\$ 4,000.00	\$ 35.00	\$ 7,000.00	\$ 32.53	\$ 6,506.00	\$ 32.96	\$ 6,592.00

59	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1	\$	12,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00	
60	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1	\$	5,000.00	\$	5,000.00	\$	1,900.00	\$	2,575.00	\$	2,309.97	\$	2,309.97	\$	2,309.97	
61	2554.501	TRAFFIC BARRIER DESIGN B8338	LIN FT	525	\$	22.00	\$	11,550.00	\$	21.75	\$	11,418.75	\$	22.46	\$	11,791.50	\$	11,791.50	
62	2554.521	ANCHORAGE ASSEMBLY - PLATE BEAM	EACH	4	\$	500.00	\$	2,000.00	\$	775.00	\$	3,100.00	\$	749.58	\$	2,998.32	\$	454.51	
63	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	105	\$	20.00	\$	2,100.00	\$	42.00	\$	4,410.00	\$	41.20	\$	4,326.00	\$	43.76	
64	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00	
65	2564.531	SIGN PANELS TYPE C	SQ FT	373	\$	35.00	\$	13,055.00	\$	33.00	\$	12,309.00	\$	35.95	\$	13,409.35	\$	33.15	
66	2564.531	SIGN PANELS TYPE D	SQ FT	71	\$	40.00	\$	2,840.00	\$	30.00	\$	2,130.00	\$	61.29	\$	4,351.59	\$	29.94	
67	2564.537	INSTALL SIGN TYPE SPECIAL	EACH	5	\$	100.00	\$	500.00	\$	105.00	\$	525.00	\$	149.35	\$	746.75	\$	106.95	
68	2564.602	END OF ROADWAY MARKER X4-11	EACH	4	\$	40.00	\$	160.00	\$	105.00	\$	420.00	\$	78.80	\$	315.20	\$	106.95	
69	2572.505	PRUNE TREES	hour	10	\$	200.00	\$	2,000.00	\$	210.00	\$	2,100.00	\$	206.00	\$	2,060.00	\$	427.77	
70	2573.502	SILT FENCE, TYPE MS	LIN FT	4000	\$	2.00	\$	8,000.00	\$	2.00	\$	8,000.00	\$	1.49	\$	5,960.00	\$	1.71	
71	2573.530	STORM DRAIN INLET PROTECTION	EACH	42	\$	300.00	\$	12,600.00	\$	85.00	\$	3,570.00	\$	159.16	\$	6,684.72	\$	215.52	
72	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	900	\$	4.50	\$	4,050.00	\$	2.55	\$	2,295.00	\$	2.47	\$	2,223.00	\$	2.03	
73	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$	9,000.00	\$	9,000.00	\$	3,600.00	\$	3,600.00	\$	2,908.92	\$	2,908.92	\$	8,808.98	
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$	5,000.00	\$	5,000.00	\$	25,000.00	\$	25,000.00	\$	0.01	\$	0.01	\$	5,197.03	
75	2573.601	DEWATERING (EXCAVATION)	LUMP SUM	1	\$	2,500.00	\$	2,500.00	\$	2,000.00	\$	2,000.00	\$	1.03	\$	2,000.00	\$	1.07	
76	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	
77	2574.525	ORGANIC TOPSOIL BORROW	CU YD	4700	\$	30.00	\$	141,000.00	\$	35.00	\$	164,500.00	\$	32.05	\$	150,635.00	\$	27.19	
78	2575.505	SODDING TYPE LAWN	SQ YD	1250	\$	3.50	\$	4,375.00	\$	4.15	\$	5,187.50	\$	3.78	\$	4,700.00	\$	6.42	
79	2575.523	EROSION CONTROL BLANKETS CATEGORY 2	SQ YD	4750	\$	1.00	\$	4,750.00	\$	1.25	\$	5,937.50	\$	1.02	\$	4,845.00	\$	0.96	
80	2575.545	WEED SPRAYING	ACRE	2	\$	250.00	\$	500.00	\$	475.00	\$	950.00	\$	1,545.00	\$	3,090.00	\$	481.25	
81	2575.580	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	20425	\$	2.50	\$	51,062.50	\$	1.15	\$	23,488.75	\$	0.98	\$	20,016.50	\$	1.27	
82	2575.601	RESTORATION OF STAGING AREAS	LUMP SUM	1	\$	5,000.00	\$	5,000.00	\$	3,350.00	\$	3,350.00	\$	7,725.00	\$	5,347.17	\$	5,347.17	
83	2575.605	RAPID STABILIZATION METHOD 2 MOD	ACRE	1	\$	2,500.00	\$	2,500.00	\$	1,300.00	\$	1,300.00	\$	2,008.50	\$	2,008.50	\$	1,069.44	
84	2575.605	SEED MIXTURE 25-141	ACRE	2.69	\$	4,000.00	\$	10,760.00	\$	500.00	\$	1,345.00	\$	978.50	\$	2,632.17	\$	481.25	
85	2575.605	SEED MIXTURE 25-151	ACRE	3.6	\$	4,000.00	\$	14,400.00	\$	578.00	\$	2,080.80	\$	875.50	\$	3,151.80	\$	481.25	
86	2582.501	PAVT MSSG (RT ARROW) PAINT	EACH	2	\$	75.00	\$	150.00	\$	42.00	\$	84.00	\$	257.50	\$	515.00	\$	42.78	
87	2582.502	4" SOLID LINE WHITE - PAINT	LIN FT	3200	\$	0.50	\$	1,600.00	\$	0.20	\$	640.00	\$	0.26	\$	832.00	\$	0.20	
88	2582.502	4" BROKEN LINE YELLOW - PAINT - 40' GAP/10' LINE	LIN FT	2500	\$	0.50	\$	1,250.00	\$	0.26	\$	650.00	\$	0.26	\$	650.00	\$	0.27	
89	2582.502	4" DOUBLE SOLID LINE YELLOW - PAINT	LIN FT	1500	\$	1.00	\$	1,500.00	\$	0.37	\$	555.00	\$	0.58	\$	870.00	\$	0.37	
90	2582.502	4" SOLID LINE YELLOW - PAINT	LIN FT	1900	\$	0.50	\$	950.00	\$	0.20	\$	380.00	\$	0.29	\$	551.00	\$	0.20	
91	2442.601	REMOVE EXISTING BRIDGE	LUMP SUM	1	\$	2,000.00	\$	2,000.00	\$	1,300.00	\$	1,300.00	\$	1,545.00	\$	1,545.00	\$	2,816.55	
Schedule A Subtotal:							\$	2,045,769.00			\$	1,920,041.85			\$	1,886,828.22		\$	1,891,832.02

Schedule: B												
Description: STORM SEWER IMPROVEMENTS												
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2105.501	COMMON EXCAVATION (P)	CU YD	6051	\$	7.50	\$	45,382.50	\$	10.00	\$	60,510.00
2	2105.604	GEOTEXTILE FABRIC TYPE IV	SQ YD	147	\$	2.00	\$	294.00	\$	2.25	\$	330.75
3	2501.601	FILL AND BULKHEAD BOX CULVERT	LUMP SUM	1	\$	10,000.00	\$	10,000.00	\$	5,800.00	\$	4,635.00
4	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	3	\$	500.00	\$	1,500.00	\$	724.00	\$	2,308.65
5	2501.602	18" RC PIPE APRON AND TRASH GUARD	EACH	30	\$	550.00	\$	16,500.00	\$	789.00	\$	23,670.00
6	2501.602	24" RC PIPE APRON AND TRASH GUARD	EACH	5	\$	600.00	\$	3,000.00	\$	1,083.00	\$	5,415.00
8	2501.602	42" RC PIPE APRON AND TRASH GUARD	EACH	1	\$	700.00	\$	700.00	\$	2,582.00	\$	2,864.36
9	2501.602	CLEAN OUT BOX CULVERT	EACH	1	\$	400.00	\$	400.00	\$	2,000.00	\$	2,000.00
10	2503.511	12" PVC PIPE SEWER SDR 35	LIN FT	14	\$	40.00	\$	560.00	\$	34.25	\$	479.50
11	2503.511	6" PVC PIPE SEWER SDR 35	LIN FT	44	\$	30.00	\$	1,320.00	\$	10.50	\$	462.00
12	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	37	\$	28.00	\$	1,036.00	\$	28.50	\$	1,054.50
13	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	1682	\$	30.00	\$	50,460.00	\$	30.00	\$	50,460.00
14	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	512	\$	35.00	\$	17,920.00	\$	32.00	\$	16,384.00
15	2503.541	18" RC PIPE SEWER DES 3006 CL IV	LIN FT	50	\$	35.00	\$	1,750.00	\$	32.00	\$	1,600.00
16	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	1266	\$	45.00	\$	56,970.00	\$	36.00	\$	45,576.00
17	2503.541	30" RC PIPE SEWER DES 3006 CL III	LIN FT	327	\$	55.00	\$	17,985.00	\$	51.00	\$	16,677.00
18	2503.541	36" RC PIPE SEWER DES 3006 CL III	LIN FT	139	\$	70.00	\$	9,730.00	\$	66.50	\$	9,243.50
19	2503.541	42" RC PIPE SEWER DES 3006 CL III	LIN FT	108	\$	100.00	\$	10,800.00	\$	90.00	\$	9,720.00
20	2503.602	CONNECT TO EXISTING CATCH BASIN	EACH	1	\$	1,000.00	\$	1,000.00	\$	600.00	\$	600.00
21	2503.602	CONNECT TO EXISTING MANHOLES	EACH	1	\$	1,000.00	\$	1,000.00	\$	700.00	\$	700.00
22	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	7	\$	1,000.00	\$	7,000.00	\$	250.00	\$	1,750.00
23	2503.602	CONSTRUCT BULKHEAD	EACH	1	\$	300.00	\$	300.00	\$	150.00	\$	772.50
24	2504.602	12" GATE VALVE AND BOX	EACH	1	\$	3,000.00	\$	3,000.00	\$	2,825.00	\$	2,825.00
25	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	23	\$	2,500.00	\$	57,500.00	\$	2,258.00	\$	51,934.00
26	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	7	\$	4,000.00	\$	28,000.00	\$	2,853.00	\$	19,971.00
27	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	5	\$	5,000.00	\$	25,000.00	\$	5,087.00	\$	25,435.00
28	2506.502	CONST DRAINAGE STRUCTURE DES G	EACH	4	\$	1,500.00	\$	6,000.00	\$	1,788.00	\$	7,152.00
29	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' X 3' CB	EACH	5	\$	3,500.00	\$	17,500.00	\$	1,367.00	\$	6,835.00
30	2506.602	CONSTRUCT DRAINAGE STRUCTURE SUMP BASKET	EACH	2	\$	1,000.00	\$	2,000.00	\$	425.00	\$	850.00
31	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	EACH	6	\$	750.00	\$	4,500.00	\$	665.00	\$	3,990.00
32	2506.602	OUTLET CONTROL STRUCTURE	EACH	2	\$	4,000.00	\$	8,000.00	\$	3,225.00	\$	6,450.00

33	2506.602	POND ELEVATION POST	EACH	1	\$ 200.00	\$ 200.00	\$ 225.00	\$ 225.00	\$ 350.00	\$ 350.00	\$ 962.49	\$ 962.49
34	2511.501	RANDOM RIPRAP CLASS III	CU YD	37	\$ 100.00	\$ 3,700.00	\$ 85.00	\$ 3,145.00	\$ 87.76	\$ 3,247.12	\$ 90.90	\$ 3,363.30
35	2511.501	RANDOM RIPRAP CLASS IV	CU YD	23	\$ 120.00	\$ 2,760.00	\$ 85.00	\$ 1,955.00	\$ 97.50	\$ 2,242.50	\$ 90.90	\$ 2,090.70
36	2511.607	INSTALL RANDOM RIPRAP	CU YD	20	\$ 50.00	\$ 1,000.00	\$ 35.00	\$ 700.00	\$ 51.92	\$ 1,038.40	\$ 21.39	\$ 427.80
37	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	10	\$ 4.00	\$ 40.00	\$ 5.45	\$ 54.50	\$ 25.75	\$ 257.50	\$ 16.04	\$ 160.40
38	2575.604	EROSION STABILIZATION MAT - SHOREMAX	SQ YD	77	\$ 4.00	\$ 308.00	\$ 95.00	\$ 7,315.00	\$ 157.59	\$ 12,134.43	\$ 26.74	\$ 2,058.98
39	2575.605	SEED MIXTURE 33-261	ACRE	1.14	\$ 4,000.00	\$ 4,560.00	\$ 1,060.00	\$ 1,208.40	\$ 3,662.25	\$ 4,197.77	\$ 962.49	\$ 1,097.24
40	2501.602	51" SPAN PIPE-ARCH APRON AND TRASH GUARD	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 2,311.00	\$ 2,311.00	\$ 3,356.72	\$ 3,356.72	\$ 2,281.85	\$ 2,281.85
41	2503.521	51" SPAN RC PIPE-ARCH SEWER CL IIIA	LIN FT	27	\$ 90.00	\$ 2,430.00	\$ 130.00	\$ 3,510.00	\$ 135.00	\$ 3,645.00	\$ 101.60	\$ 2,743.20
Schedule B Subtotal:						\$ 423,105.50		\$ 403,202.15		\$ 393,576.45		\$ 410,416.46

Schedule: C  
Description: WATERMAIN IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2103.507	DISCONNECT WATER SERVICE	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 400.00	\$ 2,000.00	\$ 463.50	\$ 2,317.50	\$ 481.25	\$ 2,406.25
2	2104.523	SALVAGE HYDRANT & VALVE	EACH	5	\$ 750.00	\$ 3,750.00	\$ 275.00	\$ 1,375.00	\$ 695.25	\$ 3,476.25	\$ 721.87	\$ 3,609.35
3	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5	\$ 500.00	\$ 2,500.00	\$ 150.00	\$ 750.00	\$ 695.25	\$ 3,476.25	\$ 721.87	\$ 3,609.35
4	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 450.00	\$ 450.00	\$ 4,635.00	\$ 4,635.00	\$ 4,812.45	\$ 4,812.45
5	2504.602	20" BUTTERFLY VALVE WITH MH	EACH	2	\$ 5,000.00	\$ 10,000.00	\$ 12,920.00	\$ 25,840.00	\$ 13,364.25	\$ 26,728.50	\$ 13,875.91	\$ 27,751.82
6	2504.602	20" WATERMAIN OFFSET	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 11,060.00	\$ 11,060.00	\$ 17,175.25	\$ 17,175.25	\$ 17,832.81	\$ 17,832.81
7	2504.602	8" WATERMAIN OFFSET	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 4,435.00	\$ 4,435.00	\$ 17,067.10	\$ 17,067.10	\$ 7,026.18	\$ 7,026.18
8	2504.602	ADJUST GATE VALVE	EACH	18	\$ 400.00	\$ 7,200.00	\$ 135.00	\$ 2,430.00	\$ 281.36	\$ 5,064.48	\$ 294.09	\$ 5,293.62
9	2504.602	INSTALL HYDRANT AND VALVE	EACH	5	\$ 3,500.00	\$ 17,500.00	\$ 1,050.00	\$ 5,250.00	\$ 1,199.95	\$ 5,999.75	\$ 1,245.90	\$ 6,229.50
10	2504.602	RECONNECT WATER SERVICE	EACH	5	\$ 500.00	\$ 2,500.00	\$ 240.00	\$ 1,200.00	\$ 463.50	\$ 2,317.50	\$ 481.25	\$ 2,406.25
11	2504.602	REMOVE AND REPLACE EXISTING RODDING TO EXISTING TEE	EACH	8	\$ 500.00	\$ 4,000.00	\$ 1,100.00	\$ 8,800.00	\$ 1,905.50	\$ 15,244.00	\$ 1,978.45	\$ 15,827.60
12	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	15	\$ 500.00	\$ 7,500.00	\$ 950.00	\$ 14,250.00	\$ 2,163.00	\$ 32,445.00	\$ 2,245.82	\$ 33,687.30
13	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	5	\$ 500.00	\$ 2,500.00	\$ 1,100.00	\$ 5,500.00	\$ 1,024.85	\$ 5,124.25	\$ 1,064.09	\$ 5,320.45
14	2504.604	4" POLYSTYRENE INSULATION	SQ YD	25	\$ 25.00	\$ 625.00	\$ 41.00	\$ 1,025.00	\$ 46.35	\$ 1,158.75	\$ 48.13	\$ 1,203.25
15	2506.522	ADJUST FRAME & RING CASTING	EACH	2	\$ 400.00	\$ 800.00	\$ 265.00	\$ 530.00	\$ 578.01	\$ 1,156.02	\$ 454.51	\$ 909.02
Schedule C Subtotal:						\$ 80,875.00		\$ 84,895.00		\$ 143,385.60		\$ 137,925.20

Schedule: D  
Description: SANITARY SEWER IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount						
1	2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	325	\$ 10.00	\$ 3,250.00	\$ 1.00	\$ 325.00	\$ 10.30	\$ 3,347.50	\$ 10.69	\$ 3,474.25
2	2104.509	REMOVE MANHOLE	EACH	1	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00	\$ 772.50	\$ 772.50	\$ 802.07	\$ 802.07
3	2104.509	REMOVE CASTING & RINGS (SEWER)	EACH	8	\$ 500.00	\$ 4,000.00	\$ 70.00	\$ 560.00	\$ 103.00	\$ 824.00	\$ 106.95	\$ 855.60
4	2451.509	AGGREGATE BACKFILL	CU YD	50	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 15.45	\$ 772.50	\$ 16.04	\$ 802.00
5	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5	\$ 500.00	\$ 2,500.00	\$ 125.00	\$ 625.00	\$ 695.25	\$ 3,476.25	\$ 721.87	\$ 3,609.35
6	2503.511	4" PVC PIPE SEWER SDR 26	LIN FT	113	\$ 20.00	\$ 2,260.00	\$ 48.00	\$ 5,424.00	\$ 36.05	\$ 4,073.65	\$ 37.43	\$ 4,229.59
7	2503.511	8" PVC PIPE SEWER SDR 26	LIN FT	303	\$ 30.00	\$ 9,090.00	\$ 50.25	\$ 15,225.75	\$ 41.20	\$ 12,483.60	\$ 42.78	\$ 12,962.34
8	2503.602	4" PIPE PLUG	EACH	2	\$ 400.00	\$ 800.00	\$ 70.00	\$ 140.00	\$ 113.20	\$ 226.40	\$ 117.64	\$ 235.28
9	2503.602	CONNECT SANITARY SEWER SERVICE	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 375.00	\$ 750.00	\$ 515.00	\$ 1,030.00	\$ 534.72	\$ 1,069.44
10	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 6,180.00	\$ 6,180.00	\$ 1,069.44	\$ 1,069.44
11	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	8	\$ 500.00	\$ 4,000.00	\$ 225.00	\$ 1,800.00	\$ 1,895.20	\$ 1,895.20	\$ 245.97	\$ 1,967.76
12	2503.602	LOCATE SANITARY SEWER SERVICE	EACH	2	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00	\$ 772.50	\$ 1,545.00	\$ 802.07	\$ 1,604.14
13	2506.602	INSTALL NEW RINGS AND CASTING (SEWER)	EACH	8	\$ 750.00	\$ 6,000.00	\$ 854.00	\$ 6,832.00	\$ 760.18	\$ 6,081.44	\$ 481.25	\$ 3,850.00
14	2506.602	SANITARY SEWER MANHOLE (48")	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 3,104.00	\$ 6,208.00	\$ 4,078.80	\$ 8,157.60	\$ 4,234.96	\$ 8,469.92
Schedule D Subtotal:						\$ 47,150.00		\$ 42,289.75		\$ 50,865.64		\$ 45,001.18

Schedule: E  
Description: FILTRATION BASIN

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount						
1	2101.501	CLEARING	ACRE	0.05	\$ 4,500.00	\$ 225.00	\$ 2,630.00	\$ 131.50	\$ 2,575.00	\$ 128.75	\$ 3,208.31	\$ 160.42
2	2101.502	CLEARING	TREE	11	\$ 200.00	\$ 2,200.00	\$ 132.00	\$ 1,452.00	\$ 128.75	\$ 1,416.25	\$ 85.56	\$ 941.16
3	2101.506	GRUBBING	ACRE	0.05	\$ 4,500.00	\$ 225.00	\$ 2,630.00	\$ 131.50	\$ 2,575.00	\$ 128.75	\$ 3,208.31	\$ 160.42
4	2101.507	GRUBBING	TREE	11	\$ 200.00	\$ 2,200.00	\$ 132.00	\$ 1,452.00	\$ 128.75	\$ 1,416.25	\$ 42.78	\$ 470.58
5	2105.501	COMMON EXCAVATION (P)	CU YD	1699	\$ 7.50	\$ 12,742.50	\$ 10.00	\$ 16,990.00	\$ 10.80	\$ 18,349.20	\$ 10.18	\$ 17,295.82
6	2501.561	12" RC PIPE CULVERT DES 3006 CL V	LIN FT	22	\$ 30.00	\$ 660.00	\$ 32.00	\$ 704.00	\$ 31.50	\$ 693.00	\$ 26.74	\$ 588.28
7	2501.602	12" RC PIPE APRON AND TRASH GUARD	EACH	2	\$ 400.00	\$ 800.00	\$ 638.00	\$ 1,276.00	\$ 722.43	\$ 1,444.86	\$ 721.87	\$ 1,443.74
8	2502.521	6" PVC PIPE DRAIN	LIN FT	20	\$ 6.00	\$ 120.00	\$ 15.00	\$ 300.00	\$ 60.00	\$ 1,200.00	\$ 21.39	\$ 427.80
9	2502.541	6" PERF PE PIPE DRAIN	LIN FT	160	\$ 6.00	\$ 960.00	\$ 13.00	\$ 2,080.00	\$ 7.15	\$ 1,144.00	\$ 10.69	\$ 1,710.40
10	2502.602	VENTED CLEANOUT ASSEMBLY	EACH	6	\$ 500.00	\$ 3,000.00	\$ 210.00	\$ 1,260.00	\$ 254.61	\$ 1,527.66	\$ 208.54	\$ 1,251.24
11	2503.602	CONSTRUCT BULKHEAD	EACH	1	\$ 300.00	\$ 300.00	\$ 125.00	\$ 125.00	\$ 360.50	\$ 360.50	\$ 267.35	\$ 267.35

12	2504.602	6" KNIFE VALVE AND BOX	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,149.18	\$ 1,149.18	\$ 1,149.64	\$ 1,149.64
13	2506.602	OUTLET CONTROL STRUCTURE	EACH	1	\$ 8,000.00	\$ 8,000.00	\$ 3,225.00	\$ 3,225.00	\$ 2,727.49	\$ 2,727.49	\$ 3,956.91	\$ 3,956.91
14	2571.505	DECIDUOUS SHRUB NO 5 CONT	SHRUB	46	\$ 45.00	\$ 2,070.00	\$ 65.00	\$ 2,990.00	\$ 77.25	\$ 3,553.50	\$ 62.03	\$ 2,853.38
15	2574.525	FILTER TOPSOIL BORROW	CU YD	440	\$ 50.00	\$ 22,000.00	\$ 50.00	\$ 22,000.00	\$ 50.08	\$ 22,035.20	\$ 37.77	\$ 16,618.80
16	2574.525	ORGANIC TOPSOIL BORROW	CU YD	200	\$ 30.00	\$ 6,000.00	\$ 35.00	\$ 7,000.00	\$ 44.93	\$ 8,986.00	\$ 27.25	\$ 5,450.00
17	2574.607	IRON ENHANCED SAND FILTER BORROW	CU YD	60	\$ 200.00	\$ 12,000.00	\$ 240.00	\$ 14,400.00	\$ 197.18	\$ 11,830.80	\$ 246.45	\$ 14,787.00
18	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	400	\$ 1.50	\$ 600.00	\$ 1.25	\$ 500.00	\$ 1.08	\$ 432.00	\$ 1.34	\$ 536.00
19	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	1000	\$ 2.50	\$ 2,500.00	\$ 1.15	\$ 1,150.00	\$ 0.98	\$ 980.00	\$ 1.27	\$ 1,270.00
20	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	40	\$ 4.00	\$ 160.00	\$ 5.45	\$ 218.00	\$ 25.75	\$ 1,030.00	\$ 16.04	\$ 641.60
21	2575.604	EROSION STABILIZATION MAT - SHOREMAX	SQ YD	25	\$ 4.00	\$ 100.00	\$ 95.00	\$ 2,375.00	\$ 158.11	\$ 3,952.75	\$ 26.74	\$ 668.50
22	2575.605	SEED MIXTURE 25-141	ACRE	0.05	\$ 4,000.00	\$ 200.00	\$ 950.00	\$ 47.50	\$ 3,682.24	\$ 184.11	\$ 5,347.17	\$ 267.36
23	2575.605	SEED MIXTURE 33-261	ACRE	0.25	\$ 4,000.00	\$ 1,000.00	\$ 1,060.00	\$ 265.00	\$ 3,682.84	\$ 920.71	\$ 5,347.17	\$ 1,336.79
24	2575.605	SEED MIXTURE 33-262	ACRE	0.05	\$ 4,000.00	\$ 200.00	\$ 1,220.00	\$ 61.00	\$ 3,682.84	\$ 184.14	\$ 5,347.17	\$ 267.36
Schedule E Subtotal:					\$ 79,262.50		\$ 81,233.50		\$ 85,775.10		\$ 74,520.54	

Schedule: F												
Description: BLAINE AVENUE RETAINING WALL REPLACEMENT												
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount						
1	2101.501	CLEARING	ACRE	0.1	\$ 4,500.00	\$ 450.00	\$ 2,630.00	\$ 263.00	\$ 2,575.00	\$ 257.50	\$ 3,208.31	\$ 320.83
2	2101.502	CLEARING	TREE	21	\$ 200.00	\$ 4,200.00	\$ 132.00	\$ 2,772.00	\$ 128.75	\$ 2,703.75	\$ 85.56	\$ 1,796.76
3	2101.506	GRUBBING	ACRE	0.1	\$ 4,500.00	\$ 450.00	\$ 2,630.00	\$ 263.00	\$ 2,575.00	\$ 257.50	\$ 3,208.31	\$ 320.83
4	2101.507	GRUBBING	TREE	21	\$ 200.00	\$ 4,200.00	\$ 132.00	\$ 2,772.00	\$ 128.75	\$ 2,703.75	\$ 42.78	\$ 898.38
5	2104.501	REMOVE CURB AND GUTTER	LIN FT	65	\$ 5.00	\$ 325.00	\$ 7.00	\$ 455.00	\$ 5.15	\$ 334.75	\$ 16.04	\$ 1,042.60
6	2104.501	REMOVE RETAINING WALL	LIN FT	480	\$ 100.00	\$ 48,000.00	\$ 11.30	\$ 5,424.00	\$ 10.30	\$ 4,944.00	\$ 10.66	\$ 5,116.80
7	2104.501	REMOVE WOOD FENCE	LIN FT	360	\$ 5.00	\$ 1,800.00	\$ 5.25	\$ 1,890.00	\$ 1.03	\$ 370.80	\$ 5.47	\$ 1,969.20
8	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ FT	1140	\$ 0.50	\$ 570.00	\$ 0.50	\$ 570.00	\$ 1.03	\$ 1,174.20	\$ 1.41	\$ 1,607.40
9	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	241	\$ 10.00	\$ 2,410.00	\$ 9.00	\$ 2,169.00	\$ 6.18	\$ 1,489.38	\$ 16.04	\$ 3,865.64
10	2104.509	REMOVE GATE VALVE AND BOX	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 3,605.00	\$ 3,605.00	\$ 2,673.59	\$ 2,673.59
11	2105.501	COMMON EXCAVATION (P)	CU YD	220	\$ 7.50	\$ 1,650.00	\$ 14.00	\$ 3,080.00	\$ 14.42	\$ 3,172.40	\$ 21.39	\$ 4,705.80
12	2123.601	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	5	\$ 125.00	\$ 625.00	\$ 135.00	\$ 675.00	\$ 128.75	\$ 643.75	\$ 126.78	\$ 633.90
13	2211.501	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED LIMESTONE)	TON	85	\$ 20.00	\$ 1,700.00	\$ 16.50	\$ 1,402.50	\$ 29.87	\$ 2,538.95	\$ 26.74	\$ 2,272.90
14	2211.607	LANDSCAPE ROCK	CU YD	50	\$ 30.00	\$ 1,500.00	\$ 170.00	\$ 8,500.00	\$ 49.44	\$ 2,472.00	\$ 128.33	\$ 6,416.50
15	2360.604	FULL-DEPTH BITUMINOUS PATCHING	SQ YD	127	\$ 35.00	\$ 4,445.00	\$ 61.00	\$ 7,747.00	\$ 46.32	\$ 5,882.64	\$ 36.86	\$ 4,681.22
16	2411.604	MODULAR BLOCK RETAINING WALL (WET CAST)	SQ YD	288	\$ 360.00	\$ 103,680.00	\$ 430.00	\$ 123,840.00	\$ 406.85	\$ 117,172.80	\$ 422.42	\$ 121,656.96
17	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	347	\$ 6.00	\$ 2,082.00	\$ 7.80	\$ 2,706.60	\$ 3.09	\$ 1,072.23	\$ 3.21	\$ 1,113.87
18	2504.602	8" PIPE PLUG	EACH	2	\$ 400.00	\$ 800.00	\$ 200.00	\$ 400.00	\$ 386.25	\$ 772.50	\$ 294.09	\$ 588.18
19	2521.501	4" CONCRETE WALK	SQ FT	2500	\$ 4.00	\$ 10,000.00	\$ 3.00	\$ 7,500.00	\$ 3.19	\$ 7,975.00	\$ 2.65	\$ 6,625.00
20	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	65	\$ 13.00	\$ 845.00	\$ 30.00	\$ 1,950.00	\$ 26.78	\$ 1,740.70	\$ 21.05	\$ 1,368.25
21	2531.602	PEDESTRIAN CURB RAMP	EACH	2	\$ 500.00	\$ 1,000.00	\$ 625.00	\$ 1,250.00	\$ 566.50	\$ 1,133.00	\$ 589.83	\$ 1,179.66
22	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
23	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	372	\$ 20.00	\$ 7,440.00	\$ 42.10	\$ 15,661.20	\$ 41.20	\$ 15,326.40	\$ 43.76	\$ 16,278.72
24	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
25	2573.502	SILT FENCE, TYPE MS	LIN FT	370	\$ 2.00	\$ 740.00	\$ 2.00	\$ 740.00	\$ 2.32	\$ 858.40	\$ 1.71	\$ 632.70
26	2574.525	ORGANIC TOPSOIL BORROW	CU YD	104	\$ 30.00	\$ 3,120.00	\$ 35.00	\$ 3,640.00	\$ 25.75	\$ 2,678.00	\$ 27.27	\$ 2,836.08
27	2575.505	SODDING TYPE LAWN	SQ YD	937	\$ 3.50	\$ 3,279.50	\$ 4.15	\$ 3,888.55	\$ 3.76	\$ 3,523.12	\$ 6.42	\$ 6,015.54
28	2557.603	WOODEN FENCE	LIN FT	600	\$ 35.00	\$ 21,000.00	\$ 40.00	\$ 24,000.00	\$ 39.14	\$ 23,484.00	\$ 41.57	\$ 24,942.00
29	2557.603	TEMPORARY ORANGE CONSTRUCTION FENCE	LIN FT	150	\$ 10.00	\$ 1,500.00	\$ 2.50	\$ 375.00	\$ 2.01	\$ 301.50	\$ 2.67	\$ 400.50
Schedule F Subtotal:					\$ 241,311.50		\$ 237,833.85		\$ 221,088.02		\$ 234,459.81	

<b>COST SUMMARY</b>												
Contract:		CP 2014-09D AND CP 2014-06										
Owner:		CITY OF INVER GROVE HEIGHTS										
Project:		COLLEGE TRAIL STREET RECONSTRUCTION AND BARBARA AVENUE PARTIAL STREET RECONSTRUCTION BLAINE AVENUE RETAINING WALL REPLACEMENT										
Schedule	Description	Amount	Amount	Amount	Amount							
A	STREET IMPROVEMENTS	\$ 2,045,769.00	\$ 1,920,041.85	\$ 1,886,828.22	\$ 1,891,832.02							
B	STORM SEWER IMPROVEMENTS	\$ 423,105.50	\$ 403,202.15	\$ 393,576.45	\$ 410,416.46							
C	WATERMAIN IMPROVEMENTS	\$ 80,875.00	\$ 84,895.00	\$ 143,385.80	\$ 137,925.20							
D	SANITARY SEWER IMPROVEMENTS	\$ 47,150.00	\$ 42,289.75	\$ 50,865.64	\$ 45,001.18							
E	FILTRATION BASIN	\$ 79,262.50	\$ 81,233.50	\$ 85,775.10	\$ 74,520.54							
F	BLAINE AVENUE RETAINING WALL REPLACEMENT	\$ 241,311.50	\$ 237,833.85	\$ 221,088.02	\$ 234,459.81							
<b>Total Base Bid</b>		\$ 2,917,473.50	\$ 2,769,496.10	\$ 2,781,519.02	\$ 2,794,155.21							

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

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**Resolution Accepting Individual Project Order (IPO) No. 19A for Additional Topographic Survey and Final Design Services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction**

Meeting Date: May 27, 2014  
 Item Type: Regular  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*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: Pavement Management Fund, Special Assessments, State Aid Funds, Sewer Fund, Water Fund

**PURPOSE/ACTION REQUESTED**

Resolution accepting Individual Project Order (IPO) No. 19A for additional topographic survey and final design services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction.

**SUMMARY**

IPO No. 19 included feasibility study, topographic survey, final design, and construction phase services for City Project No. 2014-09D. This IPO 19A included additional topographic survey and final design phases services for the project. The cost for these additional services is \$21,640 and will be funded by the Pavement Management Fund.

I recommend that the Council adopt the resolution accepting IPO 19A from Kimley-Horn and Associates, Inc. in the amount of \$21,640 for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction.

TJK/kf

Attachments: Resolution  
 IPO No. 19A

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION ACCEPTING INDIVIDUAL PROJECT ORDER (IPO) NO. 19A FROM KIMLEY-HORN  
& ASSOCIATES, INC. FOR ADDITIONAL TOPOGRAPHIC SURVEY AND FINAL DESIGN  
SERVICES FOR CITY PROJECT NO. 2014-09D – COLLEGE TRAIL RECONSTRUCTION AND  
BARBARA AVENUE PARTIAL RECONSTRUCTION**

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

**WHEREAS**, on September 9, 2013 City Council approved IPO 19 with Kimley-Horn and Associates, Inc. to include the feasibility study, topographic survey, final design, and construction phase services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction; and

**WHEREAS**, City staff has requested, and received, IPO 19A from Kimley-Horn & Associates, Inc. which includes additional topographic survey and final design phase services for the project.

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

1. IPO 19A from Kimley-Horn and Associates, Inc. is accepted and staff is authorized to enter into an agreement with Kimley-Horn and Associates, Inc. in the amount of \$21,640 for additional topographic survey and final design services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction.
2. IPO 19A will be funded by the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 27th day of May 2014.

AYES:

NAYS:

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

ATTEST:

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

INDIVIDUAL PROJECT ORDER NUMBER (IPO) NO. 19A

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: College Trail Street Reconstruction  
City Project 2014-09D

General Category of Services: Additional Topographic Survey and Final Design Services

Specific Scope of Basic Services: Additional topographic survey and final design phase services for the College Trail Street 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 and Base Mapping  
Additional Easement Exhibits/Descriptions

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: *4/4/14* \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 19A

COLLEGE TRAIL STREET RECONSTRUCTION  
CITY PROJECT 2014-09D

IPO 19 included feasibility study, topographic survey, final design, and construction phase services for the College Trail Street Reconstruction project. This IPO includes additional topographic survey and final design phase services for the project. A summary of these additional services is provided below.

1. PROJECT MANAGEMENT/PUBLIC INVOLVEMENT

A. Informational Meetings and Public Hearings

At the request of City staff, we will attend two (2) additional open houses and two (2) additional public hearings for the project. This additional effort includes preparation and attendance at the above referenced meetings to present and/or discuss the project improvements.

2. TOPOGRAPHIC SURVEYING AND BASE MAPPING

Following the original topographic survey for the project, additional survey was needed for the design of the proposed stormwater treatment pond and filtration basin. These areas fell outside of the original roadway corridor survey that was conducted by Gorman Surveying and additional effort was required to obtain topographic information for these areas.

3. FEASIBILITY STUDY AND REPORT

No additional services.

4. FINAL DESIGN SERVICES

A. Filtration Basin Design

The City of Inver Grove Heights has obtained a \$50,000 grant from the SWCD for the construction of a filtration basin at the corner of Blaine Avenue and College Trail within a proposed drainage easement on the Inver Hill Community College property. KHA prepared the additional design details in coordination with SWCD including the inclusion of an Iron Enhanced Filter into the basin design. Additional effort included the filtration basin design and coordination with the SWCD.

B. Easement Coordination

The original scope of work included the coordination, meetings, exhibits, and legal descriptions for the acquisition of easements from up to two (2) property owners. The proposed improvements have required the coordination of easement acquisition with four (4) property owners and legal exhibits and descriptions for six (6) different parcels. As directed by City staff, KHA also assisted in the negotiation of compensation with the affected property owners for the acquisition of permanent and

temporary easements. The additional effort has included coordination and delivery of offer letters and coordination with the affected property owners to negotiate compensation.

C. Permitting Assistance

Our original scope of work included the preparation of the MDOH, MPCA, and NPDES permits. The construction of the sidewalk at Barbara Avenue also required the preparation of a Dakota County General Excavation Permit. Permit fees for the two Dakota County permits required as part of the project (Barbara and Blaine Avenues) were also paid by KHA and are included in this IPO.

D. Wetland Delineations and Permitting

Storm sewer and grading improvements were added to the project at the Arbor Point Golf Course which may have minor impacts to existing wetlands which can be categorized as maintenance activities. As part of the approval by the Dakota County Soil and Water Conservation District (SWCD), Kimley-Horn will field verify the wetland limits (or lack thereof) at the golf course property. We have assumed this work will require one (1) site visit to the project area. Additional coordination with the SWCD will also be required following the delineation. At the request of City staff, KHA also prepared the Notice of Decision for review and submittal by City regulatory staff to the TEP. We have assumed that no additional permit applications will be required.

5. BIDDING ASSISTANCE

No additional services.

6. CONSTRUCTION PHASE SERVICES

No additional services.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 19A

COLLEGE TRAIL STREET RECONSTRUCTION  
CITY PROJECT 2014-09D

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	\$ 4,000
2. Topographic Surveying and Base Mapping	\$ 2,000
3. Feasibility Study and Report	\$ ---
4. Final Design Services	\$ 13,800
5. Bidding Assistance	\$ ---
6. Construction Phase Services	\$ ---
Subtotal	\$ 19,800
Reimbursable Expenses	\$ 1,200
Permit Fees	\$ 640
Total	\$ 21,640

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$21,640 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 19A  
COLLEGE TRAIL STREET RECONSTRUCTION  
CITY PROJECT 2014-09D

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

Notice to Proceed	September 10, 2013
Neighborhood Meeting #1	September 25, 2013
City Council Receive Feasibility Report	December 9, 2013
Authorize Preparation of Plans and Specs	
Call Public Hearing	
Neighborhood Information Meeting #2	January 15, 2014
Public Improvement Hearing #1	January 27, 2014
Council Order Project	
Approve Plans and Specs	
Authorize Advertisement for Bids	
Neighborhood Information Meeting #3	February 13, 2014
Public Improvement Hearing #2	February 24, 2014
Council Order Project	
Approve Plans and Specs	
Authorize Advertisement for Bids	
Bid Opening	March 27, 2014
Neighborhood Information Meeting #4	April 30, 2014
Public Improvement Hearing #3	May 12, 2014
City Council Awards Contract	May 27, 2014
Start Construction	June 2014
Construction Complete	October 2014

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Accepting Proposal from American Engineering Testing, Inc. (AET) for Construction Phase Geotechnical Services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall**

Meeting Date: May 27, 2014  
Item Type: Regular  
Contact: Thomas J. Kaldunski, 651.450.2572  
Prepared by: Thomas J. Kaldunski, City Engineer  
Reviewed by: Scott D. Thureen, Public Works Director

SA

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

**PURPOSE/ACTION REQUESTED**

Resolution accepting proposal from AET for construction phase geotechnical services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall.

**SUMMARY**

City staff has requested, and received, a proposal for construction phase materials testing services for this project. Attached is the April 9, 2014 proposal from AET for the requested services. The proposal is in the amount of \$34,420 and will be paid for with Pavement Management Funds.

Geotechnical services are proposed to be provided by AET because they have performed many geotechnical services during the construction phase of other City projects. They have been selected from our engineering consultant pool because they have the expertise and knowledge to provide these construction geotechnical services for the City.

I recommend that the Council adopt the resolution accepting the April 9, 2014 proposal from AET for construction phase geotechnical services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall.

TJK/kf  
Attachments: Resolution  
April 9, 2014 AET Proposal

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

**RESOLUTION ACCEPTING PROPOSAL FROM AMERICAN ENGINEERING TESTING, INC. (AET)  
FOR CONSTRUCTION PHASE GEOTECHNICAL SERVICES FOR CITY PROJECT NO. 2014-09D –  
COLLEGE TRAIL RECONSTRUCTION AND BARBARA AVENUE PARTIAL RECONSTRUCTION  
AND CITY PROJECT NO. 2014-06 – BLAINE AVENUE RETAINING WALL**

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

**WHEREAS**, City Council approved a proposal on September 9, 2013 from Kimley-Horn & Associates, Inc. for engineering services which included design and construction phase engineering services and design phase geotechnical services in the amount of \$295,080; and

**WHEREAS**, Kimley-Horn & Associates, Inc. has recommended geotechnical testing services during the construction phase of City Project Nos. 2014-09D and City Project No. 2014-06; and

**WHEREAS**, AET has provided a proposal for construction phase geotechnical services as outlined in their April 9, 2014 proposal.

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

1. AET's proposal dated April 9, 2014 is accepted and staff is authorized to enter into an agreement for construction phase geotechnical services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall in the amount of \$34,420.
2. The work shall be funded from the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 27th day of May 2014.

AYES:

NAYS:

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

ATTEST:

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



AMERICAN  
ENGINEERING  
TESTING, INC.

CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

April 9, 2014

City of Inver Grove Heights  
Department of Public Works  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Attn: Tom Kaldunski

RE: Proposal for Materials Testing and Environmental Services  
2014 Pavement Management Program  
City Project 2014-09D and 2014-06  
Inver Grove Heights, Minnesota  
AET Proposal No. 22-02741

Dear Mr. Kaldunski:

Thank you for the opportunity to provide you with this proposal to perform engineering observation and materials testing and environmental monitoring and testing services for the referenced project. American Engineering Testing, Inc., (AET) is pleased to provide this letter which presents our anticipated scope of services, our unit rates, and an estimated total cost to perform these services. If you have any questions regarding the anticipated work scope or need additional information, please contact me.

### **Project Information**

We understand the proposed construction project will be street reconstruction consisting primarily of some grading, bituminous surfacing, mill and overlay, bituminous pathway, concrete curbs, driveways and sidewalks, retaining wall reconstruction and some utility installation. We understand that much of the project is a state aid project. We understand that the scope of the testing will, at a minimum, be performed generally according to the Mn/DOT SALT Schedule of Materials Control; but that the City of Inver Grove Heights personnel sometimes request a larger quantity of materials tests than the minimum quantities required by the Schedule of Materials Control. We have been provided with an estimate of the project material quantities and the project plans and specifications.

### **Scope of Services**

Based on the estimated materials quantities provided in the plans and specifications and our previous experience with similar projects in the City of Inver Grove Heights, our anticipated scope of services is outlined below. We have attempted to estimate the quantities of tests which may be required based on the amounts of testing required by Mn/DOT specifications and those requested on previous similar projects for the City of Inver Grove Heights. The scope of our services will be to perform Testing Services as requested by the City of Inver Grove Heights personnel and/or as outlined in the

550 Cleveland Avenue North | St. Paul, MN 55114

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

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Schedule of Materials Control, with the exception of the observations and testing at the concrete and bituminous production plants. For the State Aid portions of the project, the contractor will be required to perform the additional QC testing as outlined in the Schedule of Materials Control. **Representatives of the City of Inver Grove Heights should contact the appropriate Mn/DOT personnel prior to start of the project. Mn/DOT will then perform quality testing and observation at the bituminous and concrete production plants.** If requested, AET can provide the testing and observation at the production plant. If these services are requested, the services will be provided in accordance with the rates indicated on the attached fee schedule.

### **Soil Observation & Testing**

During excavation for reconstruction of the roadways we will perform intermittent trips to the site if requested by the City of Inver Grove Heights. If requested, we will also visit the site to observe test roll operations of the completed roadway subgrades before placement of Class 5 base or Select Granular Borrow. Since the quantities of site visits (if any) is not know at this time, the cost for these services is not included in our cost estimate.

During placement of fill, select granular borrow, or Class 5 base in the pavement areas and retaining wall backfill or backfill in the utility trench excavations, an Engineering Technician will visit the site on a will-call basis to test the fill when requested by the City of Inver Grove Heights. Mn/DOT certified technicians will be used at least on the State Aid portions of the project. Our services will include the following:

- Compaction tests to evaluate the density of fill soils, Class 5 base, select granular borrow material and embankment or retaining wall or utility trench backfill soils. As required compaction testing on State Aid portions of the project will be performed using sand cone testing procedures..
- Compaction tests to evaluate the density of the aggregate base material using the dynamic cone penetrometer (DCP) method.
- Standard Proctor tests for every different type of fill used.
- Sieve analysis tests of select granular fill and Class 5 aggregate base.
- Bitumen content of recycled bituminous mixture planned for use as aggregate base.
- Laboratory testing of Select Topsoil Borrow.
- Direct shear test of proposed retaining wall backfill soil.

We have estimated a total of about 48 trips will be required by the Engineering Technician to perform the compaction testing and materials sampling. Periodic reports will be issued presenting the results of our testing.

City of Inver Grove Heights  
AET Project No. 22-00662  
April 9, 2014  
Page 3 of 5

### **Concrete Testing**

Personnel from AET will perform testing of concrete placed for the curb & gutter, sidewalks and concrete driveways on a will-call basis, when requested by the City of Inver Grove Heights. These services will be performed by Concrete Field Engineering Technicians. Mn/DOT certified technicians will be used at least on the State Aid portions of the project. Our services will include the following:

- Test the slump of the plastic concrete.
- Test the air content of the plastic concrete.
- Measure the temperature of the plastic concrete.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the City of Inver Grove Heights and the contractor. Daily field reports of our observations and testing will be available to the Engineer. The results of our tests will be provided in reports that are issued periodically. AET will also prepare and submit the Weekly Concrete Reports (form 2448) required by the SALT Schedule of Materials Control.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. Each set will consist of four cylinders; one of which will be tested after 7 days and two which will be tested after 28 days. The fourth cylinder will be held in reserve for possible future testing. AET will also pick up the cylinders from the site and return them to our laboratory for testing. The results of our compressive strength testing will be presented as they become available.

We estimate that about 21 sets of cylinders will be required and that about 21 site visits will be required to perform the testing.

### **Bituminous Mixture Testing**

Testing will be performed as required by the City of Inver Grove Heights. Samples will be taken by the contractor on a random basis during placement. A split portion of each sample will be provided to our laboratory for testing. The number of tests required will depend primarily upon the number of days of bituminous placement. The samples will be tested in our laboratory for the following:

- Bituminous mixture properties: Gyrotory Density (AASHTO T312) Mn/DOT Modified, Rice Specific Gravity (ASTM:D2041) Extraction/Gradation (ASTM:D2172 Method E-11) Mn/DOT Modified C136 and C117, Fine Aggregate Angularity (AASHTO T304, Method A, Mn/DOT 1206.5), Percent Crushed Particles (Mn/DOT 1214.8)

Mn/DOT specifications indicate that coring of in-place bituminous mixture is to be performed by the contractor at locations selected by the project engineer on a random number basis. Half of the core

City of Inver Grove Heights  
AET Project No. 22-00662  
April 9, 2014  
Page 4 of 5

samples will be delivered to the laboratory for testing and the other half are for testing by the contractor. The number of cores required will depend upon the daily amount of bituminous placement. We estimate that testing of about 40 cores will be required. This testing will include the following:

- The thickness of each layer of the core sample.
- The density of each layer of the core sample.

### **Estimated Fees**

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services, based on the material quantities provided in the project specifications and our previous experience with similar projects in the City of Inver Grove Heights. Our estimated total cost will be \$34,420.00.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions, retesting of services or an increase or decrease in test quantities or scope of services which may be requested by the City of Inver Grove Heights. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. The total cost or scope of services will not be increased without authorization from the City of Inver Grove Heights.

### **Terms and Conditions**

Our services will be performed per the *Contract Agreement Between the City of Inver Grove Heights and American Engineering Testing, Inc. For Professional Services*, dated February 10, 2011, including Section IV-G, "Litigation Reimbursement", and Addendum No. 1 to the Master Contract dated April 6, 2012.

### **Acceptance**

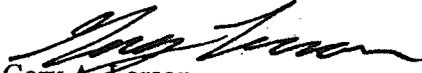
This proposal is presented in duplicate. Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal should be kept for your records.

City of Inver Grove Heights  
AET Project No. 22-00662  
April 9, 2014  
Page 5 of 5

**General Remarks**

If you have any questions regarding this proposal, or if we can be of further assistance, please call me at 651-659-1363.

Sincerely,  
American Engineering Testing, Inc.

  
Gary A. Larson  
Senior Engineering Assistant

Attachments:

Fee Schedule Tabulation (two pages)

CC: Kimley-Horn and Associates  
Attn: Eric Fosmo

**PROPOSAL ACCEPTED BY:**

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

Typed Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

**FEE SCHEDULE**  
**PROJECT TESTING SERVICES**  
**2014 PAVEMENT MANAGEMENT PROGRAM**  
**INVER GROVE HEIGHTS, MINNESOTA**  
**AET PROPOSAL No. 22-02741**  
**CITY PROJECT NO. 2014-09D AND 2014-06**

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
<b>Excavation Observations and Compaction Testing</b>							
1. Staff Engineer I or Senior Engineering Assistant for observations of roadway excavations and subgrade test rolls, consultation and reporting (services provided on a will-call basis if required).	hours	\$110.00	\$0.00	0.0	\$0.00	0.0	\$0.00
2. Mn/Dot Certified Engineering Technician mobilization for soil compaction testing, Aggregate Base Penetration Index Method testing (DCP), relative moisture testing, and sample collection (services provided on a will-call basis - assumes 48 trips to the jobsite).	48 trips	\$75.00	\$3,600.00	0.0	\$0.00	0.0	\$0.00
3. Personal or Company vehicle mileage (Engineers).	miles	\$0.75	\$0.00	0.0	\$0.00	0.0	\$0.00
4. Mn/DOT Certified Engineering Technician site time to perform sampling, Soil/Aggregate Base compaction tests, materials sampling, or DCP testing of aggregate base.	65 hours	\$79.00	\$5,135.00	0.0	\$0.00	0.0	\$0.00
5. Standard Proctor tests (Method B or C).	10 tests	\$125.00	\$1,250.00	0.0	\$0.00	0.0	\$0.00
6. Oil content test on reclaimed bituminous sample.	5 tests	\$155.00	\$775.00	0.0	\$0.00	0.0	\$0.00
7. Sieve tests of select granular fill and Class 5 aggregate base.	14 tests	\$90.00	\$1,260.00	0.0	\$0.00	0.0	\$0.00
8. Relative moisture test of Class 5, select granular borrow and embankment fill(MnDOT method).	tests	\$25.00	\$0.00	0.0	\$0.00	0.0	\$0.00
9. Nuclear Density Guage Rental.	20 days	\$10.00	\$200.00	0.0	\$0.00	0.0	\$0.00
10. Select Topsoil Borrow Tests.	2 tests	\$320.00	\$640.00	0.0	\$0.00	0.0	\$0.00
11. Direct shear test of retaining wall backfill soils.	1 tests	\$450.00	\$450.00	0.0	\$0.00	0.0	\$0.00
<b>Concrete Testing</b>							
1. Mn/DOT Certified Engineering Technician for testing of concete. (services provided on a will-call basis).	40 hours	\$79.00	\$3,160.00	0.0	\$0.00	0.0	\$0.00
2. Mn/DOT Certified Engineering Technician mobilization for concrete testing (services provided on a will-call basis - assumes 21 trips to the jobsite).	21 trips	\$75.00	\$1,575.00	0.0	\$0.00	0.0	\$0.00
3. Personal or Company vehicle mileage (Engineers and Technicians).	miles	\$0.75	\$0.00	0.0	\$0.00	0.0	\$0.00
4. Curing, handling and compressive strength testing of concrete test cylinders (21 sets of cylinders).	63 cyl.	\$23.00	\$1,449.00	0.0	\$0.00	0.0	\$0.00
5. Curing, handling of non-tested hold cylinders.	21 cyl.	\$23.00	\$483.00	0.0	\$0.00	0.0	\$0.00
6. Concrete cylinder pick-up service from jobsite.	20 trips	\$75.00	\$1,500.00	0.0	\$0.00	0.0	\$0.00
<b>Bituminous Testing</b>							
1. Engineering Technician sampling of bituminous materials, nuclear density testing of bituminous control strip, retrieval of cores cut by the contractor (services provided on a will-call basis - assumes 10 trips to the jobsite).	18 hours	\$78.00	\$1,422.00	0.0	\$0.00	0.0	\$0.00
2. Personal or Company vehicle mileage (Engineers and Technicians).	300 miles	\$0.75	\$225.00	0.0	\$0.00	0.0	\$0.00
3. Removal of cores from finished bituminous surface, if required. (minimum of 4 per trip)	0 cores	\$90.00	\$0.00	0.0	\$0.00	0.0	\$0.00

**FEE SCHEDULE  
PROJECT TESTING SERVICES  
2014 PAVEMENT MANAGEMENT PROGRAM  
INVER GROVE HEIGHTS, MINNESOTA  
AET PROPOSAL No. 22-02741  
CITY PROJECT NO. 2014-09D AND 2014-06**

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
4. Thickness and density tests of companion bituminous core samples provided by the contractor.	40 tests	\$42.00	\$1,680.00	0.0	\$0.00	0.0	\$0.00
5. Asphalt extraction and aggregate gradation tests of bituminous mixtures.	tests	\$210.00	\$0.00	0.0	\$0.00	0.0	\$0.00
6. Marshall density and Rice specific gravity tests of bituminous mixtures.	tests	\$167.00	\$0.00	0.0	\$0.00	0.0	\$0.00
7. Tests of Bituminous mixture properties (gyratory method).	11 tests	\$500.00	\$5,500.00	0.0	\$0.00	0.0	\$0.00
<b><i>Project Management &amp; Coordination</i></b>							
1. Project Manager for coordination of AET personnel and activities, attending pre-construction meeting, consultation and report preparation.	36 hours	\$110.00	\$3,960.00	0.0	\$0.00	0.0	\$0.00
2. Principal Engineer for special consultation and report review.	1 hours	\$156.00	\$156.00	0.0	\$0.00	0.0	\$0.00
<b>ESTIMATED BUDGET</b>			<b>\$34,420.00</b>	<b>TOTAL INVOICED TO DATE</b>	<b>\$0.00</b>	<b>MONTHLY INVOICE TOTAL</b>	<b>\$0.00</b>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Accepting Proposal from Gorman Surveying, Inc. for Construction Surveying Services for City Project No. 2014-09D – College Trail Reconstruction/Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall**

Meeting Date: May 27, 2014  
Item Type: Regular  
Contact: Thomas J. Kaldunski, 651.450.2572  
Prepared by: Thomas J. Kaldunski, City Engineer  
Reviewed by: Scott D. Thureen, Public Works Director *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: Pavement Management Fund, State Aid Funds, Special Assessments, Sewer and Water Fund

**PURPOSE/ACTION REQUESTED**

Resolution accepting proposal from Gorman Surveying for construction surveying services for City Project No. 2014-09D – College Trail Reconstruction/Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall.

**SUMMARY**

Gorman Surveying provided the original design phase surveying services for these projects. Gorman Surveying has provided a proposal dated April 15, 2014 for additional construction surveying services for these projects. The work will be funded by the Pavement Management Fund.

I recommend that the Council adopt the resolution accepting the April 15, 2014 proposal from Gorman Surveying in the amount of \$32,505 for City Project No. 2014-09D – College Trail Reconstruction/Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall.

TJK/kf  
Attachments: Resolution  
April 15, 2014 Surveying Proposal from Gorman Surveying, Inc.

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

**RESOLUTION ACCEPTING PROPOSAL FOR CONSTRUCTION SURVEYING SERVICES FOR CITY  
PROJECT NO. 2014-09D – COLLEGE TRAIL RECONSTRUCTION/BARBARA AVENUE PARTIAL  
RECONSTRUCTION AND CITY PROJECT NO. 2014-06 – BLAINE AVENUE RETAINING WALL**

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

**WHEREAS**, the City Council approved a proposal on September 9, 2013 from Kimley-Horn & Associates, Inc. for engineering services for City Project No. 2014-09D – College Trail Reconstruction/Barbara Avenue Partial Reconstruction and City Project No. 2014-06 – Blaine Avenue Retaining Wall; and

**WHEREAS**, Kimley-Horn & Associates, Inc. has recommended Gorman Surveying, Inc. to provide construction surveying services for the improvements; and

**WHEREAS**, Gorman Surveying, Inc. provided the design phase survey services and they have submitted a proposal dated April 15, 2014 to provide construction surveying services; and

**WHEREAS**, Gorman Surveying has the knowledge and expertise to provide these surveying services as part of our consultant pool.

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

1. Gormany Surveying's April 15, 2014 proposal is accepted and staff is authorized to enter into an agreement for construction surveying services for City Project No. 2014-09D – College Trail Reconstruction/Barbara Avenue Partial Reconstruction and City Project No. 2014—6 – Blaine Avenue Retaining Wall in the amount of \$32,505.00.
2. The work shall be funded from the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 27th day of May 2014.

AYES:  
NAYS:

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

ATTEST:

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



7H)

**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**

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: May 22, 2014**  
**RE: City Project 2014-06– Blaine Avenue Retaining Wall Replacement Project (Project) – Encroachment Agreements between the City and Hogenson, Diedrich, Wormer and Ahlberg – May 27, 2014 Council Meeting**

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**Section 1. Background.** The City of Inver Grove Heights (“City”) has authorized the design of plans and specifications for City Project 2014-06 – Blaine Avenue Retaining Wall Replacement Project (the “Project”). The Project includes the construction of a concrete block retaining wall on or around Blaine Avenue and 80<sup>th</sup> Street, including installation of a black vinyl cyclone fence on top of the concrete block retaining wall and a wooden privacy fence running parallel to the concrete block retaining wall and associated landscaping between the wooden privacy fence and the concrete block retaining wall.

The following four properties are affected by the Project due to the fact that the Project improvements are being constructed within a portion of their property:

1. 7980 Blanchard Court (Wormer);
2. 7985 Blanchard Way (Hogenson);
3. 7986 Blanchard Court (Ahlberg);
4. 7990 Blanchard Court (Diedrich).

There are existing permanent public drainage and utility easements located in the area where the Project improvements will be constructed. Because the Project improvements will encroach within existing City easements, the landowners listed above must enter into an Agreement Relating to Landowner Improvements Located Within City Easement (“Encroachment Agreement”) with the City.

The City's Engineering Department has met with the four landowners listed above regarding the Project and the need to enter into an Encroachment Agreement with the City.

**Section 2. Encroachment Agreements.** The salient terms of the four Encroachment Agreements are:

1. The City is constructing and installing improvements within the existing permanent public drainage and utility easement in conjunction with the Project.
2. The four landowners agree to the construction and installation of the improvements by the City on their properties. The four landowners acknowledge that the improvements will be located within the existing permanent public drainage and utility easement. The landowners consent and agree to the installation and construction of the concrete block retaining wall and the black vinyl cyclone fence on top of the concrete block retaining wall located within the existing permanent public drainage and utility easement pursuant to the construction plan.
3. After the installation and construction of the improvements by the City on the properties, the landowners will own the improvements and be responsible for maintenance, upkeep and repair of the improvements and the City will convey and transfer any rights it has in the improvements to the landowners.
4. The landowners agree to accept ownership of the improvements and to repair and maintain the improvements.
5. The landowners agree to temporarily remove or modify the improvements (including removal) in the event the City has need to access the area where the improvements exist in order for the City to inspect, repair, maintain, and replace the existing improvements located in the permanent public drainage and utility easement or construct future improvements in the existing permanent public drainage and utility easement.

**Section 3. Council Action.** At the May 27, 2014 Council meeting, the Council will be asked to consider the attached *Resolution Approving Encroachment Agreements For Properties At 7980 Blanchard Court (Wormer), 7985 Blanchard Way (Hogenson), 7986 Blanchard Court (Ahlberg) and 7990 Blanchard Court (Diedrich) in Connection With The Installation of Improvements Relating to City Project 2014-06 – Blaine Avenue Retaining Wall Replacement Project.*

The Encroachment Agreements have been signed by the four landowners.

Attachments

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

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

**RESOLUTION APPROVING ENCROACHMENT AGREEMENTS FOR PROPERTIES  
AT 7980 BLANCHARD COURT (WORMER), 7985 BLANCHARD WAY (HOGENSON),  
7986 BLANCHARD COURT (AHLBERG) AND 7990 BLANCHARD COURT  
(DIEDRICH) IN CONNECTION WITH THE INSTALLATION OF IMPROVEMENTS  
RELATING TO CITY PROJECT 2014-06 – BLAINE AVENUE RETAINING WALL  
REPLACEMENT PROJECT**

**WHEREAS**, the City of Inver Grove Heights (“City”) has authorized the design of plans and specifications for City Project 2014-06 – Blaine Avenue Retaining Wall Replacement Project (the “Project”). The Project includes the construction of a concrete block retaining wall on or around Blaine Avenue and 80<sup>th</sup> Street, including installation of a black vinyl cyclone fence on top of the concrete block retaining wall and a wooden privacy fence running parallel to the concrete block retaining wall and associated landscaping between the wooden privacy fence and the concrete block retaining wall.

**WHEREAS**, the following four properties are affected by the Project due to the fact that the Project improvements are being constructed within a portion of their property:

1. 7980 Blanchard Court (Wormer);
2. 7985 Blanchard Way (Hogenson);
3. 7986 Blanchard Court (Ahlberg);
4. 7990 Blanchard Court (Diedrich).

**WHEREAS**, there are existing permanent public drainage and utility easements located in the area where the Project improvements will be constructed. Because the Project improvements will encroach within existing City easements, the landowners listed above must enter into an Agreement Relating to Landowner Improvements Located Within City Easement (“Encroachment Agreement”) with the City.

**WHEREAS**, the salient terms of the four Encroachment Agreements are:

1. The City is constructing and installing improvements within the existing permanent public drainage and utility easement in conjunction with the Project.
2. The four landowners agree to the construction and installation of the improvements by the City on their properties. The four landowners acknowledge that the improvements will be located within the existing permanent public drainage and utility easement. The landowners consent and agree to the installation and construction of the concrete block retaining wall and the black vinyl cyclone fence on top of the concrete block retaining wall located within the existing permanent public drainage and utility easement pursuant to the construction plan.

3. After the installation and construction of the improvements by the City on the properties, the landowners will own the improvements and be responsible for maintenance, upkeep and repair of the improvements and the City will convey and transfer any rights it has in the improvements to the landowners.
4. The landowners agree to accept ownership of the improvements and to repair and maintain the improvements.
5. The landowners agree to temporarily remove or modify the improvements (including removal) in the event the City has need to access the area where the improvements exist in order for the City to inspect, repair, maintain, and replace the existing improvements located in the permanent public drainage and utility easement or construct future improvements in the existing permanent public drainage and utility easement.

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

- 1.) The City Council approves the following four Encroachment Agreements:
  - Agreement Relating to Landowner Improvements Within City Easement on Lot 1, Block 4, Kassan Hoekstra Highlands (Diedrich - 7990 Blanchard Court);
  - Agreement Relating to Landowner Improvements Within City Easement on Lot 2, Block 4, Kassan Hoekstra Highlands (Ahlberg - 7986 Blanchard Court);
  - Agreement Relating to Landowner Improvements Within City Easement on Lot 3, Block 4, Kassan Hoekstra Highlands (Wormer - 7980 Blanchard Court); and
  - Agreement Relating to Landowner Improvements Within City Easement on Lot 7, Block 3, Kassan Hoekstra Highlands (Hogenson - 7985 Blanchard Way).
- 2.) The Mayor and Deputy Clerk are authorized to execute the attached four Encroachment Agreements.

Adopted by the City Council of Inver Grove Heights this 27<sup>th</sup> day of May, 2014.

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

ATTEST:

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

**AGREEMENT RELATING TO LANDOWNER  
IMPROVEMENTS WITHIN CITY EASEMENT ON  
LOT 7, BLOCK 3, KASSAN HOEKSTRA HIGHLANDS  
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 7, BLOCK 3, KASSAN HOEKSTRA HIGHLANDS (Agreement) is made this 28<sup>th</sup> day of April, 2014, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and Brian J. Hogenson and Andrea J. Hogenson, husband and wife (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1  
TERMS**

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

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

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

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

The permanent drainage and utility easement located on the western boundary line of the Subject Land dedicated to the City on the recorded plat of Kassan Hoekstra Highlands, Dakota County, Minnesota.

**1.5 Landowner.** “Landowner” means Brian J. Hogenson and Andrea J. Hogenson, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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

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

**IF TO LANDOWNER:** Brian J. Hogenson and Andrea J. Hogenson  
7985 Blanchard Way  
Inver Grove Heights, MN 55076

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

**1.7 Landowner Improvements.** “Landowner Improvements” means the wooden privacy fence located on the Subject Land lying within the City Easement.

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

**1.9 Construction Plan.** “Construction Plan” means the sketch prepared by Kimley-Horn and Associates, Inc. attached as **Exhibit B** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

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

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

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

**1.13 Project.** “Project” means Inver Grove Heights City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement which includes the construction of a concrete block retaining wall in or around Blaine Avenue and 80<sup>th</sup> Street, including installation of a black vinyl cyclone fence on top of the concrete block retaining wall and a wooden privacy fence running parallel to the concrete block retaining wall and associated landscaping between the wooden privacy fence and the concrete block retaining wall.

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

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

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

**Recital No. 3.** The City is constructing and installing the Landowner Improvements within the City Easement on the Subject Land in conjunction with the Project.

**Recital No. 4.** Landowner agrees to the construction and installation of the Landowner Improvements by the City on the Subject Land. Landowner acknowledges that the Landowner Improvements will be located within the City Easement. Landowner and City agree to allow the construction and installation of the Landowner Improvements within the City Easement for the benefit of the Subject Land. By this Agreement, Landowner also consents and agrees to grant to the City a right of entry over the Subject Land in order for the City to construct and install the Landowner Improvements including the right of the City to grade and slope outside of the City Easement for the purpose of constructing and installing the Landowner Improvements on the Subject Land pursuant to the Construction Plan.

**Recital No. 5.** Subject to the terms of this Agreement, the City agrees to construct and install the Landowner Improvements within the City Easement on the Subject Land if the following conditions are met:

- a.) After the installation and construction of the Landowner Improvements by the City on the Subject Land, the Landowner will own the Landowner Improvements

and be responsible for maintenance, upkeep and repair of the Landowner Improvements; by this Agreement, the City will convey and transfer any rights it has in the Landowner Improvements to the Landowner.

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

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

**ARTICLE 3**  
**AGREEMENTS**

**3.1 Construction And Maintenance Of Landowner Improvements.** Landowner consents and agrees to installation and construction of the Landowner Improvements by the City. Under the terms and conditions stated herein, the City is hereby authorized to construct and install the Landowner Improvements within the City Easement on the Subject Land. The Landowner Improvements shall only be located at the locations specified in the Construction Plan. The City will install and construct the Landowner Improvements pursuant to the Construction Plan.

The City does hereby convey and transfer any right it has in the Landowner Improvements to the Landowner and the Landowner does hereby accept all ownership of the Landowner Improvements. This conveyance by the City includes all after acquired right, title and interest of the City with respect to the Landowner Improvements.

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

The Landowner, at its expense, shall maintain and repair the Landowner Improvements. The City has no responsibility to maintain and repair the Landowner Improvements.

Landowner also consents and agrees to grant to the City a right of entry over the Subject Land in order for the City to construct and install the Landowner Improvements including the right of the City to grade and slope outside of the City Easement for the purpose of constructing and installing the Landowner Improvements on the Subject Land pursuant to the Construction Plan.

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

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

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

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

**3.6 Landowner To Bear Cost Of Relocating Landowner Improvements.** The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement. The City is not responsible for the repair and maintenance of the Landowner Improvements.

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

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

as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

**3.7 Emergency.** Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

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

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

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

- a.) The City may specifically enforce this Agreement.

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its Mayor

ATTEST:

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

STATE OF MINNESOTA    )  
  )     ss.  
COUNTY OF DAKOTA    )

On this 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

**LANDOWNER**

\_\_\_\_\_  
Brian J. Hogenson

\_\_\_\_\_  
Andrea J. Hogenson

STATE OF MINNESOTA    )  
  )    ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_\_ day of April, 2014, before me a Notary Public within and for said County, personally appeared Brian J. Hogenson and Andrea J. Hogenson, 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.

\_\_\_\_\_  
Notary Public

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

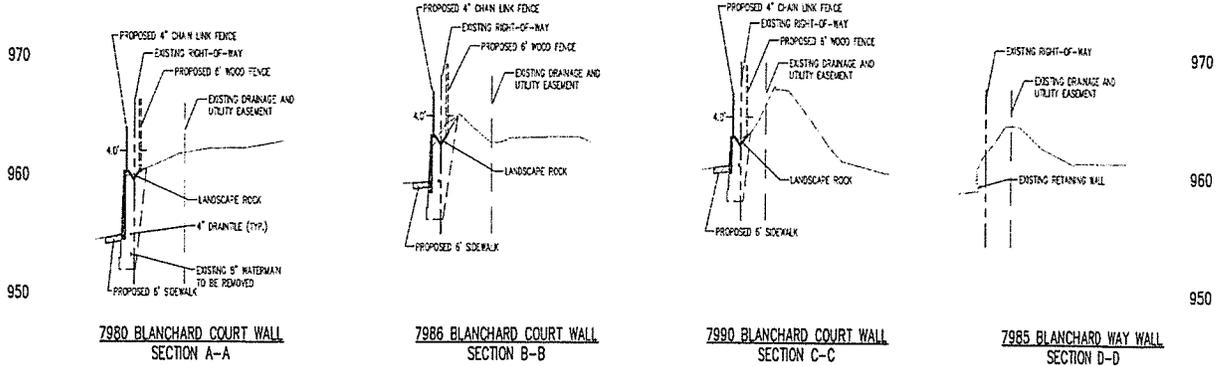
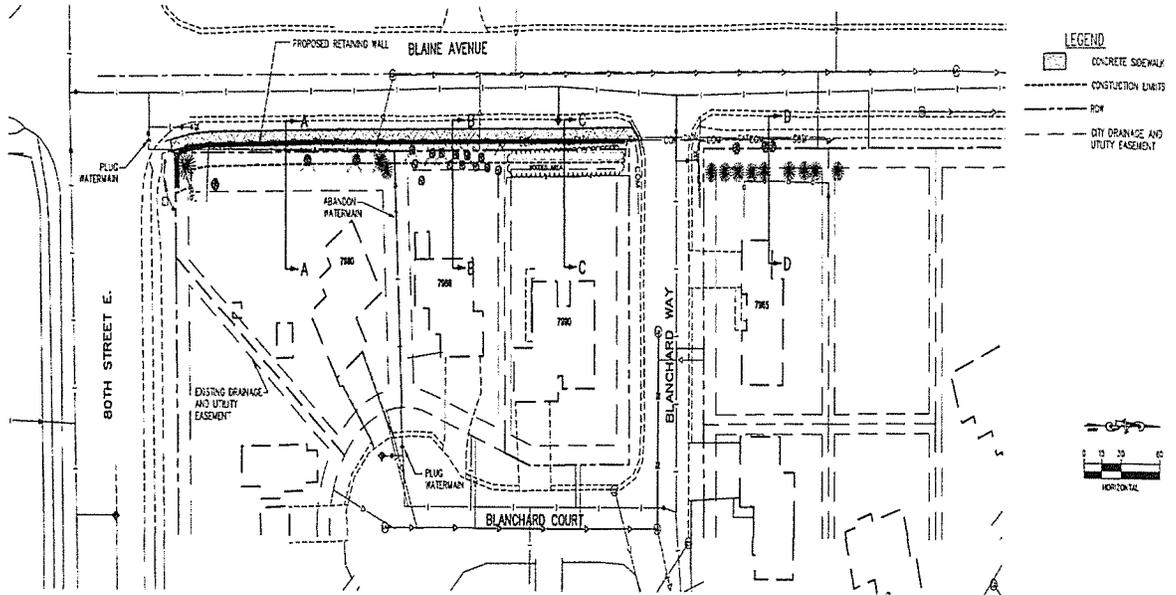
**After recording, please return to:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
(651)451-1831

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT LAND**

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

Lot 7, Block 3, Kassan Hoekstra Highlands, according to the recorded plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

# EXHIBIT B CONSTRUCTION PLAN



**Kimley-Horn and Associates, Inc.**  
 2550 UNIVERSITY AVE. NEEL, SUITE 220W  
 ST. PAUL, MINNESOTA 55104  
 TEL. NO. (612) 415-4197

City of  
**Lincoln Heights**  
 1157 W. BURNS AVENUE  
 ST. PAUL, MINNESOTA 55107-7401



COLLEGE TRAIL RECONSTRUCTION  
 BLAINE AVENUE RETAINING WALL IMPROVEMENTS  
 CITY PROJECT 2014-09D

**AGREEMENT RELATING TO LANDOWNER  
IMPROVEMENTS WITHIN CITY EASEMENT ON  
LOT 3, BLOCK 4, KASSAN HOEKSTRA HIGHLANDS  
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 3, BLOCK 4, KASSAN HOEKSTRA HIGHLANDS (Agreement) is made this 28<sup>th</sup> day of April, 2014, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and Ricky Wormer and Joan M. Wormer, husband and wife (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1  
TERMS**

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

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

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

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

The permanent drainage and utility easement located on the western boundary line of the Subject Land dedicated to the City on the recorded plat of Kassan Hoekstra Highlands, Dakota County, Minnesota.

**1.5 Landowner.** “Landowner” means Ricky Wormer and Joan M. Wormer, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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

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

**IF TO LANDOWNER:** Ricky Wormer and Joan M. Wormer  
7980 Blanchard Court  
Inver Grove Heights, MN 55076

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

**1.7 Landowner Improvements.** “Landowner Improvements” means the wooden privacy fence and associated landscaping between the wooden privacy fence and the concrete block retaining wall located on the Subject Land lying within the City Easement. Landowner Improvements do not include the concrete block retaining wall or the black vinyl cyclone fence on top of the concrete block retaining wall.

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

**1.9 Construction Plan.** “Construction Plan” means the sketch prepared by Kimley-Horn and Associates, Inc. attached as **Exhibit B** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

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

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

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

**1.13 Project.** “Project” means Inver Grove Heights City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement which includes the construction of a concrete block retaining wall in or around Blaine Avenue and 80<sup>th</sup> Street, including installation of a black vinyl cyclone fence on top of the concrete block retaining wall and a wooden privacy fence running parallel to the concrete block retaining wall and associated landscaping between the wooden privacy fence and the concrete block retaining wall.

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

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

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

**Recital No. 3.** The City is constructing and installing the Landowner Improvements within the City Easement on the Subject Land in conjunction with the Project.

**Recital No. 4.** Landowner agrees to the construction and installation of the Landowner Improvements by the City on the Subject Land. Landowner acknowledges that the Landowner Improvements will be located within the City Easement. Landowner and City agree to allow the construction and installation of the Landowner Improvements within the City Easement for the benefit of the Subject Land. By this Agreement, Landowner also consents and agrees to the installation and construction of the concrete block retaining wall and the black vinyl cyclone fence on top of the concrete block retaining wall located within the City Easement pursuant to the Construction Plan.

**Recital No. 4.** Subject to the terms of this Agreement, the City agrees to construct and install the Landowner Improvements within the City Easement on the Subject Land if the following conditions are met:

- a.) After the installation and construction of the Landowner Improvements by the City on the Subject Land, the Landowner will own the Landowner Improvements and be responsible for maintenance, upkeep and repair of the Landowner Improvements; by this Agreement, the City will convey and transfer any rights it has in the Landowner Improvements to the Landowner.
- b.) The Landowner agrees to accept ownership of the Landowner Improvements.
- c.) Landowner agrees to repair and maintain the Landowner Improvements;
- c.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City

Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

- d.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- e.) The Landowner agrees to modify the Landowner Improvements (including removal of the Landowner Improvements), if the Landowner Improvements interfere with the City Easement Improvements.

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

**ARTICLE 3**  
**AGREEMENTS**

**3.1 Construction And Maintenance Of Landowner Improvements.** Landowner consents and agrees to installation and construction of the Landowner Improvements by the City. Under the terms and conditions stated herein, the City is hereby authorized to construct and install the Landowner Improvements within the City Easement on the Subject Land. The Landowner Improvements shall only be located at the locations specified in the Construction Plan. The City will install and construct the Landowner Improvements pursuant to the Construction Plan.

The City does hereby convey and transfer any right it has in the Landowner Improvements to the Landowner and the Landowner does hereby accept all ownership of the Landowner Improvements. This conveyance by the City includes all after acquired right, title and interest of the City with respect to the Landowner Improvements.

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

The Landowner, at its expense, shall maintain and repair the Landowner Improvements. The City has no responsibility to maintain and repair the Landowner Improvements.

Landowner also consents and agrees to the installation and construction of the concrete block retaining wall and the black vinyl cyclone fence on top of the concrete block retaining wall located within the City Easement pursuant to the Construction Plan.

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

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

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

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

**3.6 Landowner To Bear Cost Of Relocating Landowner Improvements.** The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement. The City is not responsible for the repair and maintenance of the Landowner Improvements.

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

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

**3.7 Emergency.** Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

**3.9 Modifications To Landowner Improvements.** If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or

with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at their own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

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

**3.11 Indemnification.** The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses,

obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its Mayor

ATTEST:

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

STATE OF MINNESOTA    )  
  )    ss.  
COUNTY OF DAKOTA    )

On this 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

**LANDOWNER**

\_\_\_\_\_  
Ricky Wormer

\_\_\_\_\_  
Joan M. Wormer

STATE OF MINNESOTA    )  
                                  )  
COUNTY OF DAKOTA    )       ss.

On this \_\_\_\_\_ day of April, 2014, before me a Notary Public within and for said County, personally appeared Ricky Wormer and Joan M. Wormer, 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.

\_\_\_\_\_  
Notary Public

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

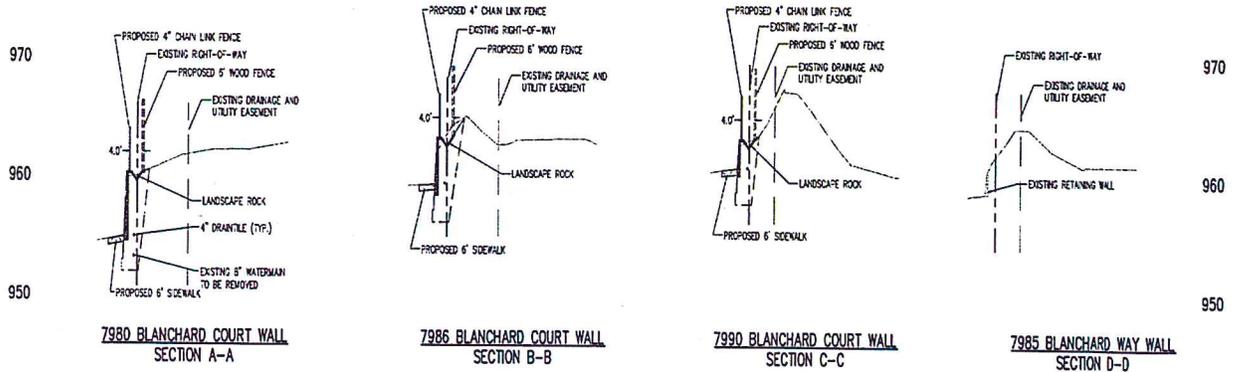
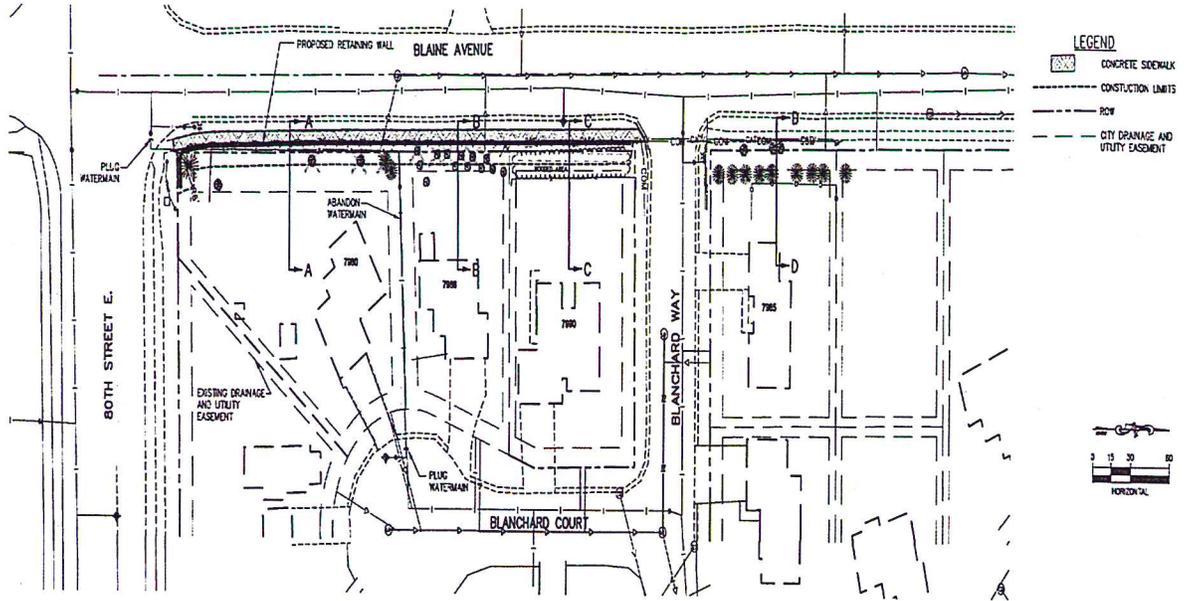
**After recording, please return to:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
(651)451-1831

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT LAND**

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

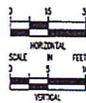
Lot 3, Block 4, Kassan Hoekstra Highlands, according to the recorded plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

# EXHIBT B CONSTRUCTION PLAN



**Kimley-Horn and Associates, Inc.**  
 2529 UNIVERSITY AVE. WEST, SUITE 2200  
 ST. PAUL, MINNESOTA 55114  
 TEL. 952 (612) 415-4377

**City of Inver Grove Heights**  
 5197 BASEBALL AVENUE  
 INVER GROVE HEIGHTS, MN 55127



**COLLEGE TRAIL RECONSTRUCTION  
 BLAINE AVENUE RETAINING WALL IMPROVEMENTS  
 CITY PROJECT 2014-09D**

**AGREEMENT RELATING TO LANDOWNER  
IMPROVEMENTS WITHIN CITY EASEMENT ON  
LOT 2, BLOCK 4, KASSAN HOEKSTRA HIGHLANDS  
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 4, KASSAN HOEKSTRA HIGHLANDS (Agreement) is made this 28<sup>th</sup> day of April, 2014, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and Robert L. Ahlberg and Judith A. Ahlberg, husband and wife (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1  
TERMS**

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

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

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

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

The permanent drainage and utility easement located on the western boundary line of the Subject Land dedicated to the City on the recorded plat of Kassan Hoekstra Highlands, Dakota County, Minnesota.

**1.5 Landowner.** “Landowner” means Robert L. Ahlberg and Judith A. Ahlberg, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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

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

**IF TO LANDOWNER:** Robert Ahlberg and Judith Ahlberg  
7986 Blanchard Court  
Inver Grove Heights, MN 55076

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

**1.7 Landowner Improvements.** “Landowner Improvements” means the wooden privacy fence and associated landscaping between the wooden privacy fence and the concrete block retaining wall located on the Subject Land lying within the City Easement. Landowner Improvements do not include the concrete block retaining wall or the black vinyl cyclone fence on top of the concrete block retaining wall.

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

**1.9 Construction Plan.** “Construction Plan” means the sketch prepared by Kimley-Horn and Associates, Inc. attached as **Exhibit B** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

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

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

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

**1.13 Project.** “Project” means Inver Grove Heights City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement which includes the construction of a concrete block retaining wall in or around Blaine Avenue and 80<sup>th</sup> Street, including installation of a black vinyl cyclone fence on top of the concrete block retaining wall and a wooden privacy fence running parallel to the concrete block retaining wall and associated landscaping between the wooden privacy fence and the concrete block retaining wall.

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

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

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

**Recital No. 3.** The City is constructing and installing the Landowner Improvements within the City Easement on the Subject Land in conjunction with the Project.

**Recital No. 4.** Landowner agrees to the construction and installation of the Landowner Improvements by the City on the Subject Land. Landowner acknowledges that the Landowner Improvements will be located within the City Easement. Landowner and City agree to allow the construction and installation of the Landowner Improvements within the City Easement for the benefit of the Subject Land. By this Agreement, Landowner also consents and agrees to the installation and construction of the concrete block retaining wall and the black vinyl cyclone fence on top of the concrete block retaining wall located within the City Easement pursuant to the Construction Plan.

**Recital No. 5.** Subject to the terms of this Agreement, the City agrees to construct and install the Landowner Improvements within the City Easement on the Subject Land if the following conditions are met:

- a.) After the installation and construction of the Landowner Improvements by the City on the Subject Land, the Landowner will own the Landowner Improvements and be responsible for maintenance, upkeep and repair of the Landowner Improvements; by this Agreement, the City will convey and transfer any rights it has in the Landowner Improvements to the Landowner.
- b.) The Landowner agrees to accept ownership of the Landowner Improvements.
- c.) Landowner agrees to repair and maintain the Landowner Improvements;
- c.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City

Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

- d.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- e.) The Landowner agrees to modify the Landowner Improvements (including removal of the Landowner Improvements), if the Landowner Improvements interfere with the City Easement Improvements.

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

**ARTICLE 3**  
**AGREEMENTS**

**3.1 Construction And Maintenance Of Landowner Improvements.** Landowner consents and agrees to installation and construction of the Landowner Improvements by the City. Under the terms and conditions stated herein, the City is hereby authorized to construct and install the Landowner Improvements within the City Easement on the Subject Land. The Landowner Improvements shall only be located at the locations specified in the Construction Plan. The City will install and construct the Landowner Improvements pursuant to the Construction Plan.

The City does hereby convey and transfer any right it has in the Landowner Improvements to the Landowner and the Landowner does hereby accept all ownership of the Landowner Improvements. This conveyance by the City includes all after acquired right, title and interest of the City with respect to the Landowner Improvements.

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

The Landowner, at its expense, shall maintain and repair the Landowner Improvements. The City has no responsibility to maintain and repair the Landowner Improvements.

Landowner also consents and agrees to the installation and construction of the concrete block retaining wall and the black vinyl cyclone fence on top of the concrete block retaining wall located within the City Easement pursuant to the Construction Plan.

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

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

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

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

**3.6 Landowner To Bear Cost Of Relocating Landowner Improvements.** The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement. The City is not responsible for the repair and maintenance of the Landowner Improvements.

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

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

**3.7 Emergency.** Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

**3.9 Modifications To Landowner Improvements.** If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or

with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at their own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

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

**3.11 Indemnification.** The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses,

obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

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

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

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

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

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

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

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its Mayor

ATTEST:

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

STATE OF MINNESOTA    )  
  )     ss.  
COUNTY OF DAKOTA    )

On this 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

**LANDOWNER**

\_\_\_\_\_  
Robert L. Ahlberg

\_\_\_\_\_  
Judith A. Ahlberg

STATE OF MINNESOTA    )  
                                  )  
COUNTY OF DAKOTA    )        ss.

On this \_\_\_\_\_ day of April, 2014, before me a Notary Public within and for said County, personally appeared Robert L. Ahlberg and Judith A. Ahlberg, 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.

\_\_\_\_\_  
Notary Public

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

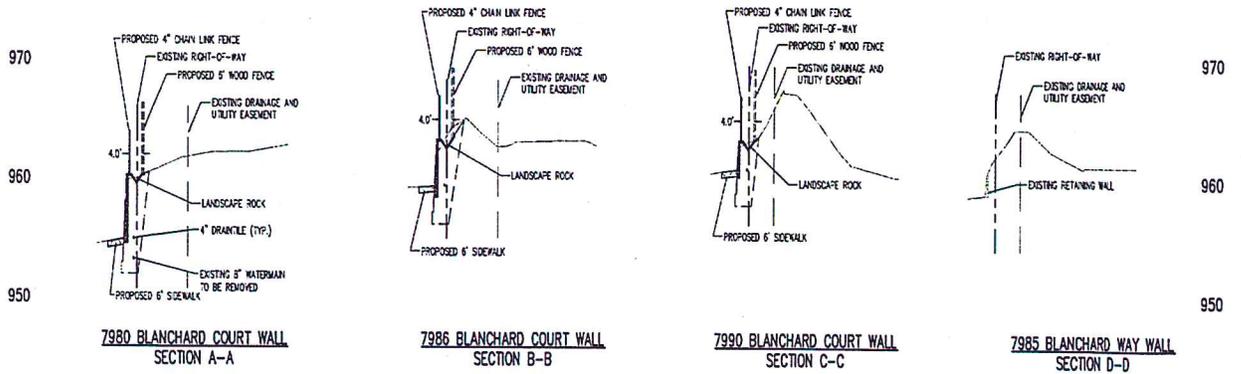
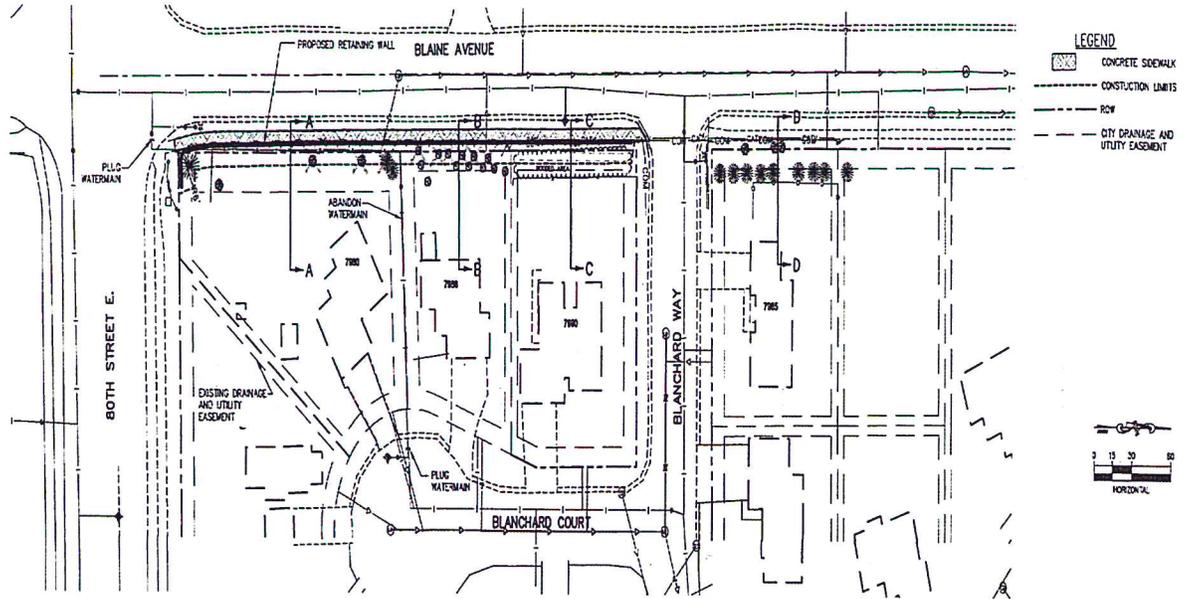
**After recording, please return to:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
(651)451-1831

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT LAND**

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

Lot 2, Block 4, Kassan Hoekstra Highlands, according to the recorded plat thereof, and situate in Dakota County, Minnesota.

# EXHIBT B CONSTRUCTION PLAN



**Kimley-Horn and Associates, Inc.**  
 5530 UNIVERSITY AVE. WEST, SUITE 2200  
 ST. PAUL, MINNESOTA 55114  
 TEL. (612) 815-4317

**City of Inner Grove Heights**  
 3159 BAKER AVE. S.W.  
 INNER GROVE HEIGHTS, MN 55124



**COLLEGE TRAIL RECONSTRUCTION  
 BLAINE AVENUE RETAINING WALL IMPROVEMENTS  
 CITY PROJECT 2014-09D**

**AGREEMENT RELATING TO LANDOWNER  
IMPROVEMENTS WITHIN CITY EASEMENT ON  
LOT 1, BLOCK 4, KASSAN HOEKSTRA HIGHLANDS  
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 4, KASSAN HOEKSTRA HIGHLANDS (Agreement) is made this 28<sup>th</sup> day of April, 2014, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and Robert G. Diedrich and Patricia A. Diedrich, husband and wife (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1  
TERMS**

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

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

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

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

The permanent drainage and utility easement located on the western boundary line of the Subject Land dedicated to the City on the recorded plat of Kassan Hoekstra Highlands, Dakota County, Minnesota.

**1.5 Landowner.** “Landowner” means Robert G. Diedrich and Patricia A. Diedrich, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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

**IF TO CITY:**

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

**IF TO LANDOWNER:**

Robert G. Diedrich and Patricia A. Diedrich  
7990 Blanchard Court  
Inver Grove Heights, MN 55076

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

**1.7 Landowner Improvements.** “Landowner Improvements” means the wooden privacy fence and associated landscaping between the wooden privacy fence and the concrete block retaining wall located on the Subject Land lying within the City Easement. Landowner Improvements do not include the concrete block retaining wall or the black vinyl cyclone fence on top of the concrete block retaining wall.

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

**1.9 Construction Plan.** “Construction Plan” means the sketch prepared by Kimley-Horn and Associates, Inc. attached as **Exhibit B** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

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

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

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

**1.13 Project.** “Project” means Inver Grove Heights City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement which includes the construction of a concrete block retaining wall in or around Blaine Avenue and 80<sup>th</sup> Street, including installation of a black vinyl cyclone fence on top of the concrete block retaining wall and a wooden privacy fence running parallel to the concrete block retaining wall and associated landscaping between the wooden privacy fence and the concrete block retaining wall.

**ARTICLE 2**  
**RECITALS**

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

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

**Recital No. 3.** The City is constructing and installing the Landowner Improvements within the City Easement on the Subject Land in conjunction with the Project.

**Recital No. 4.** Landowner agrees to the construction and installation of the Landowner Improvements by the City on the Subject Land. Landowner acknowledges that the Landowner Improvements will be located within the City Easement. Landowner and City agree to allow the construction and installation of the Landowner Improvements within the City Easement for the benefit of the Subject Land. By this Agreement, Landowner also consents and agrees to the installation and construction of the concrete block retaining wall and the black vinyl cyclone fence on top of the concrete block retaining wall located within the City Easement pursuant to the Construction Plan.

**Recital No. 5.** Subject to the terms of this Agreement, the City agrees to construct and install the Landowner Improvements within the City Easement on the Subject Land if the following conditions are met:

- a.) After the installation and construction of the Landowner Improvements by the City on the Subject Land, the Landowner will own the Landowner Improvements and be responsible for maintenance, upkeep and repair of the Landowner Improvements; by this Agreement, the City will convey and transfer any rights it has in the Landowner Improvements to the Landowner.
- b.) The Landowner agrees to accept ownership of the Landowner Improvements.
- c.) Landowner agrees to repair and maintain the Landowner Improvements;
- c.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City

Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

- d.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- e.) The Landowner agrees to modify the Landowner Improvements (including removal of the Landowner Improvements), if the Landowner Improvements interfere with the City Easement Improvements.

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

**ARTICLE 3**  
**AGREEMENTS**

**3.1 Construction And Maintenance Of Landowner Improvements.** Landowner consents and agrees to installation and construction of the Landowner Improvements by the City. Under the terms and conditions stated herein, the City is hereby authorized to construct and install the Landowner Improvements within the City Easement on the Subject Land. The Landowner Improvements shall only be located at the locations specified in the Construction Plan. The City will install and construct the Landowner Improvements pursuant to the Construction Plan.

The City does hereby convey and transfer any right it has in the Landowner Improvements to the Landowner and the Landowner does hereby accept all ownership of the Landowner Improvements. This conveyance by the City includes all after acquired right, title and interest of the City with respect to the Landowner Improvements.

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

The Landowner, at its expense, shall maintain and repair the Landowner Improvements. The City has no responsibility to maintain and repair the Landowner Improvements.

Landowner also consents and agrees to the installation and construction of the concrete block retaining wall and the black vinyl cyclone fence on top of the concrete block retaining wall located within the City Easement pursuant to the Construction Plan.

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

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

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

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

**3.6 Landowner To Bear Cost Of Relocating Landowner Improvements.** The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement. The City is not responsible for the repair and maintenance of the Landowner Improvements.

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

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

**3.7 Emergency.** Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

**3.9 Modifications To Landowner Improvements.** If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or

with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at their own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

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

**3.11 Indemnification.** The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses,

obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

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

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

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

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

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

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

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its Mayor

ATTEST:

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

STATE OF MINNESOTA    )  
  )     ss.  
COUNTY OF DAKOTA     )

On this 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

**LANDOWNER**

\_\_\_\_\_  
Robert G. Diedrich

\_\_\_\_\_  
Patricia A. Diedrich

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )        ss.

On this \_\_\_\_\_ day of April, 2014, before me a Notary Public within and for said County, personally appeared Robert G. Diedrich and Patricia A. Diedrich, 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.

\_\_\_\_\_  
Notary Public

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

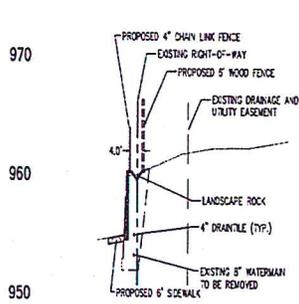
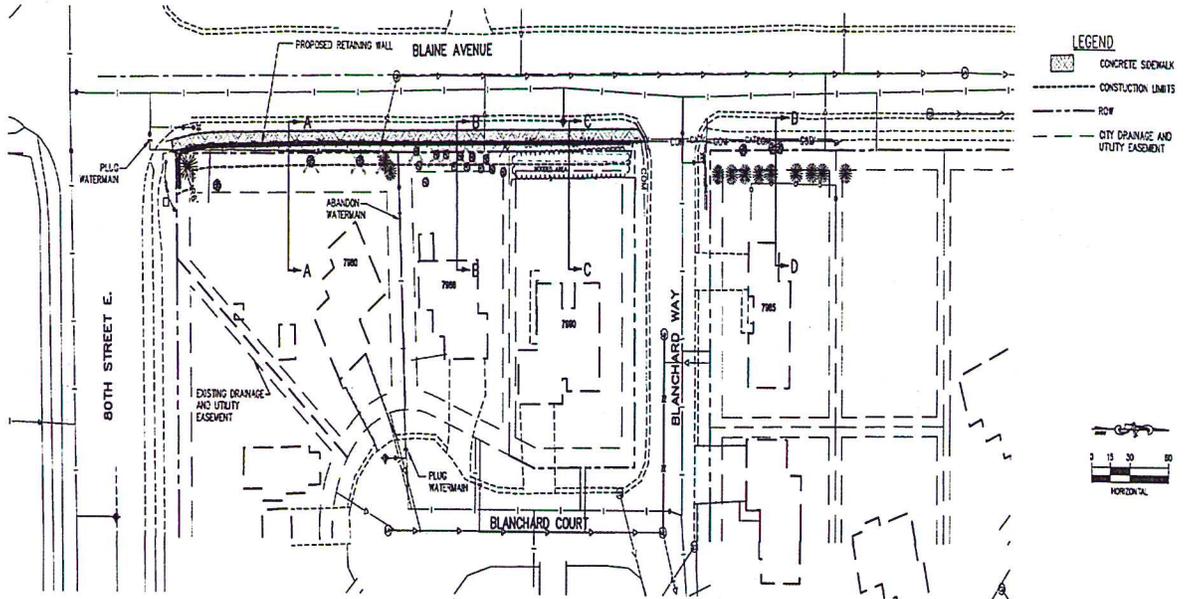
**After recording, please return to:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
(651)451-1831

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT LAND**

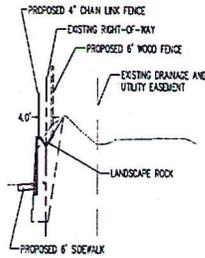
Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

Lot 1, Block 4, Kassan Hoekstra Highlands, according to the recorded plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

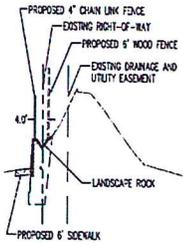
# EXHIBT B CONSTRUCTION PLAN



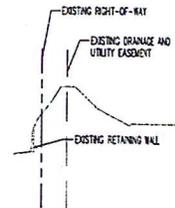
7980 BLANCHARD COURT WALL  
SECTION A-A



7986 BLANCHARD COURT WALL  
SECTION B-B



7990 BLANCHARD COURT WALL  
SECTION C-C



7985 BLANCHARD WAY WALL  
SECTION D-D

**Kimley-Horn and Associates, Inc.**  
255 UNIVERSITY AVE. WEST, SUITE 2200  
ST. PAUL, MINNESOTA 55104  
TEL. 612 (612) 810-4117

**City of Inver Grove Heights**  
5159 BEECHER AVENUE  
INVER GROVE HEIGHTS, MN 55120



COLLEGE TRAIL RECONSTRUCTION  
BLAINE AVENUE RETAINING WALL IMPROVEMENTS  
CITY PROJECT 2014-09D

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

CONSIDER ATTACHED RESOLUTIONS REFLECTING THE ASSIGNMENT OF RESPONSIBILITIES TO GOLF COURSE STAFF FOLLOWING ELIMINATION OF GOLF COURSE MANAGER POSITION; AND THE MODIFICATION OF THE CITY'S COMPENSATION PLAN FOR NON-UNION EMPLOYEES.

Meeting Date: May 27, 2014  
Item Type: Regular  
Contact: JTeppen, Asst City Admin  
Prepared by:  
Reviewed by: ECarlson, P&R 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

**PURPOSE/ACTION REQUESTED** Consider approval of two resolutions reflecting the assignment of associated responsibilities to other positions within the Golf Course Division following the elimination of the Golf Course Manager position, and modification of the City's compensation plan for its non-union employees.

**SUMMARY** At the regular City Council meeting of April 28, 2014 the City Council eliminated the Golf Course Manager position and asked staff to return with clarification on the revised job descriptions and the corresponding resolutions that commemorate those changes.

Attached are:

- Revised job descriptions dispersing various responsibilities to other Golf Course staff
- A before and after organizational chart that demonstrates where tasks and responsibilities have been shifted.
- A table that summarizes the information
- An amended Compensation Plan for the Non-Union employee group with additional position.

The duties of the former Golf Course Manager position are being split between the Clubhouse Superintendent and Golf Course Superintendent. The Golf Course Manager had responsibility for creation, development and implementation of a comprehensive municipal golf course operation and had responsibility for preparation and oversight of the overall budget.

Under the new descriptions the Clubhouse Superintendent is responsible for and directs the Clubhouse operations and prepares the Clubhouse budget and the Golf Course Superintendent directs golf course maintenance staff in the maintenance and development of the golf course and prepares the golf course maintenance budget.

Under the new descriptions, the Clubhouse Superintendent and the Golf Course Superintendent report to the Parks and Recreation Director.

The Non-Union compensation plan has been amended to include the Clubhouse Superintendent. The former Clubhouse Coordinator position was an AFSCME position, but now that it has supervisory responsibility it is a non-union position.

The incumbent in the Clubhouse Coordinator position assumed the responsibilities of the Clubhouse Superintendent as of March 24. Staff recommends that the incumbent start at Step 1 of Range U and that the compensation be adjusted back to March 24. At the successful completion of six months in the position the incumbent will move to Step Two, and at the successful completion of one year in the position they will move to Step 3. Increases are annual thereafter on the anniversary date of March 24.

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

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

**RESOLUTION ASSIGNING THE RESPONSIBILITIES OF THE GOLF COURSE MANAGER  
TO OTHER POSITIONS WITHIN THE PARKS AND RECREATION DEPARTMENT/GOLF  
COURSE DIVISION**

WHEREAS, the various duties performed by the Golf Course Manager are reassigned to the other employees within the Golf Course Division.

NOW, THEREFORE, BE IT RESOLVED, that the attached job descriptions have been modified to reflect the various responsibilities formerly performed by the Golf Course Manager.

Adopted by the City Council of Inver Grove Heights this 27<sup>th</sup> day of May, 2014.

Ayes:

Nays:

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

ATTEST:

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

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

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

**RESOLUTION APPROVING THE CITY'S COMPENSATION PLAN FOR ITS NON-UNION  
EMPLOYEES.**

WHEREAS, based on the previous two resolutions eliminating the Golf Course Manager position and re-assigning the various duties performed by that position to the other employees within the Golf Course Division the City's 2014 Compensation Plan for Non-Union Employee's has been modified to reflect the addition of a Golf Course Clubhouse Superintendent.

NOW, THEREFORE, BE IT RESOLVED, that the attached job descriptions have been modified to reflect the various responsibilities formerly performed by the Golf Course Manager.

Adopted by the City Council of Inver Grove Heights this 27<sup>th</sup> day of May, 2014.

Ayes:

Nays:

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

ATTEST:

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

## City of Inver Grove Heights

### POSITION DESCRIPTION

**Position Title:** ~~Golf Course Manager~~ Golf Course Clubhouse Superintendent

**Department/Location:** Parks & Recreation – Inver Wood Golf Course Division

**Immediate Supervisor:** Parks & Recreation Director

**Latest PD Revision:** ~~February 2008~~ March 2014

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#### **Position Summary:**

*This is a professional management position responsible for clubhouse operations of the Inver Wood Golf Course, a 27-hole municipal golf course. Incumbent is responsible to work with the Golf Course Superintendent and other golf course staff to perform independent judgment and take initiative under the general supervision of the Parks & Recreation Director.*

---

#### **Essential Accountabilities and Expected Outcomes**

- 1) Directs clubhouse operations division staff in the creation, development, and implementation of a ~~comprehensive~~-municipal golf course clubhouse operation.
  - a) Establish administrative and internal procedures and plans needs of the clubhouse operations division.
  - b) Motivates and ensures job performance standards are met through proper mentoring and coaching of clubhouse operations division staff to ensure staff can contribute value-added results.
  - c) Provides appropriate and adequate training opportunities to clubhouse operations division staff that leads to productivity and a safe work environment.
  - d) Develops a culture within the clubhouse operations division staff that re-enforces positive values and accountability to job responsibilities.
- 2) Develops and sustains an effective and productive comprehensive business plan.
  - a) Demonstrates the ability to develop routine and complex business plans that lead to the efficient and effective utilization of the golf course.
  - b) Works with other departments, agencies and golfers to maximize the use of the course.
  - c) Formulates marketing plans and monitors programs to ensure the City maximizes revenue potential at the golf course.
- 3) Develops policies and procedures for the efficient and effective provision of division services.
  - a) Follows established procedures for securing materials, equipment and supplies.
- 4) Prepares clubhouse operations overall division operational and capital budgets.
  - a) Develops revenue and expenditure budgets that are designed to maximize revenue and provide for efficient use of expenditures protecting the city's investment in facilities, equipment, and infrastructure.
  - b) Monitors revenue and expense budgets ensuring budgeted amounts are met.
- 5) Assumes additional accountabilities as assigned.

**Accountabilities Shared by all City Employees:**

Developing and maintaining a thorough working knowledge of all department and City-wide policies, protocols and procedures that apply to the performance of this position.

Demonstrating by personal example the service excellence and integrity expected from all employees.

Developing respectful and cooperative working relationships with co-workers, including willing assistance to newer employees so that their job responsibilities can be performed with confidence as quickly as possible.

Conferring regularly with and keeping one's immediate supervisor informed on all important matters pertaining to assigned job accountabilities.

Representing the City in a professional manner to all outside contacts when doing the City's business and also with the general public.

**Typical Working Environment:**

Demands of the position require employee to work days/evenings/weekends as the demands of the position require.

Position is primarily administrative in nature, working in a typical office environment and visits work areas outside of the office in the elements of a year-round season.

**Typical Physical Requirements for this Position:**

Must be able to sit, stand, speak, hear, and effectively communicate to staff, and the public.

| Must be able to stoop, kneel, crouch, handle objects, lift and carry 25 lbs., bend, push, pull, use hand and foot coordination, perform near activity, and have depth perception.

**Selection Criteria to Qualify for this Position:**

B.S. degree in management or marketing

| 5-3 years of golf course management experience; 2 years supervisory.

| Desirable – 7-5 years of golf course management experience; 4 years supervisory.

Valid, unrestricted Minnesota Drivers License.

Clean background check.

**Employee's Acknowledgement and Date:** \_\_\_\_\_

**Supervisor's Acknowledgement and Date:** \_\_\_\_\_

**Administrative Services Acknowledgement and Date:** \_\_\_\_\_

## City of Inver Grove Heights

### POSITION DESCRIPTION

**Position Title:** *Golf Course Superintendent*

**Department/Location:** *Parks & Recreation – Inver Wood Golf Course Division*

**Immediate Supervisor:** *~~Golf Course Manager~~Parks and Recreation Director*

**Latest PD Revision:** *~~February 2008~~March 2014*

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#### **Position Summary:**

*This is a professional management position responsible for the ongoing maintenance and development of the golf course. Incumbent is responsible ~~to~~ to work with the Golf Course Clubhouse Superintendent and other golf course staff to perform independent judgment and take initiative under the general supervision of the Golf Course ManagerParks & Recreation Director.*

---

#### **Essential Accountabilities and Expected Outcomes**

- 1) Directs golf course maintenance division staff in the maintenance and development of the golf course.
  - a) Establish administrative and internal procedures and plans for daily needs of the golf course maintenance division.
  - b) Motivates and ensures job performance standards are met through proper mentoring and coaching of golf course maintenance division staff to ensure staff can contribute value-added results.
  - c) Provides appropriate and adequate training opportunities to golf course maintenance division staff that leads to productivity and a safe work environment.
  - d) Develops a culture within the golf course maintenance division that reinforces positive values.
- 2) Develops and sustains an effective and productive operational year-round work plan.
  - a) Demonstrates the ability to develop routine and complex work plans that lead to the efficient and effective utilization of financial, capital, and human resources.
  - b) Utilizes city staff, vendors, and contractors maximizing the resources available.
  - c) Formulates plans and specifications for projects and monitors projects to ensure the City receives projects that are high quality within approved budgets and completed on time.
- 3) Develops policies and procedures for the efficient and effective provision of division services.
  - a) Maintains records and develops plans for the golf course maintenance division that includes projects that maintain and improve the golf course in a timely well thought out fashion.
  - b) Follows established procedures for securing materials, equipment and supplies
- 4) Prepares golf maintenance overall division operational and capital budgets.
  - a) Develops budgets that are designed to protect the city's investment in facilities, equipment, and infrastructure making sure the city maximizes the useful life of each item.
  - b) Monitors expense budgets for golf course maintenance ensuring budgeted amounts are met.
- 5) Assumes additional accountabilities as assigned.

**Accountabilities Shared by all City Employees:**

Developing and maintaining a thorough working knowledge of all department and City-wide policies, protocols and procedures that apply to the performance of this position.

Demonstrating by personal example the service excellence and integrity expected from all employees.

Developing respectful and cooperative working relationships with co-workers, including willing assistance to newer employees so that their job responsibilities can be performed with confidence as quickly as possible.

Conferring regularly with and keeping one's immediate supervisor informed on all important matters pertaining to assigned job accountabilities.

Representing the City in a professional manner to all outside contacts when doing the City's business and also with the general public.

**Typical Working Environment:**

Demands of the position require employee to work days/evenings/weekends as the demands of the position require.

~~Position is primarily administrative in nature, working in a typical office environment and to visit work areas, facilities or projects outside of the office in the elements of a year-round season.~~

Position works both in an office environment performing typical administrative duties and supervises and actively participates in accomplishing work on the course in the elements of a year round season

**Typical Physical Requirements for this Position:**

Must be able to sit, stand, speak, hear, and effectively communicate to staff, and the public.

Must be able to stoop, kneel, crouch, handle objects, lift and carry 75lbs, bend, push, pull, use hand and foot coordination, perform near activity, and have depth perception.

**Selection Criteria to Qualify for this Position:**

Associates degree in turf/golf course management

2 years of golf course superintendent experience; 5 years as an assistant golf course superintendent; 2 years supervisory.

Minnesota Pesticide Applicator's License, Power Limited Technician License, Minnesota Phosphorus Fertilizer License.

Desirable - Certified Golf Course Superintendent; First Aid; CPR; AED

Valid, unrestricted Minnesota Drivers License.

Clean background check.

**Employee's Acknowledgement and Date:** \_\_\_\_\_

**Supervisor's Acknowledgement and Date:** \_\_\_\_\_

**Administrative Services Acknowledgement and Date:** \_\_\_\_\_

**City of Inver Grove Heights**

**POSITION DESCRIPTION**

**Position Title:** *Golf Operations Coordinator*

**Department/Location:** *Parks & Recreation – Inver Wood Golf Course Division*

**Immediate Supervisor:** *Golf Course Clubhouse Superintendent~~Golf Course Manager~~*

**Latest PD Revision:** *February 2008March 2014*

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***Position Summary:***

***This is an administrative position responsible for the development and implementation of a golf shop and practice center operation. Incumbent is responsible to supervise and evaluate all aspects of the specific programs assigned under the general supervision of the Golf Course ManagerGolf Course Clubhouse Superintendent.***

---

**Essential Accountabilities and Expected Outcomes**

- 1) Responsible to develop and implement comprehensive golf practice center and golf shop programs for the golf course.
  - a) Creates and administers golf programs that are organized, accessible, and well received by the public.
  - b) Maintains and circulates flyers, pamphlets and other media promoting golf programs.
  - c) Ensures materials and supplies are ordered and on-hand for successful practice center and golf shop implementation.
- 2) Develops individual program budget needs projecting expected income and expenses.
  - a) Informs supervisor of individual program budget needs assisting in the division budget preparations.
  - b) Determines program budget needs and assists in determining program fee structures ensuring program revenue goals are met.
- 3) Creates program goals, schedule, policies, procedures and rules for effective program implementation.
- 4) Monitors staff for successful program implementation.
  - a) Motivates and ensures job performance standards are met through proper coaching of staff to ensure staff can contribute value-added results.
  - b) Provides work direction and adequate training opportunities to staff that leads to productivity and a safe work environment.
  - c) Develops a culture within the division that re-enforces positive values and accomplishment of program goals.
- 5) Assumes additional accountabilities as assigned.

**Accountabilities Shared by all City Employees:**

Developing and maintaining a thorough working knowledge of all department and City-wide policies, protocols and procedures that apply to the performance of this position.

Demonstrating by personal example the service excellence and integrity expected from all employees.

Developing respectful and cooperative working relationships with co-workers, including willing assistance to newer employees so that their job responsibilities can be performed with confidence as quickly as possible.

Conferring regularly with and keeping one’s immediate supervisor informed on all important matters pertaining to assigned job accountabilities.

Representing the City in a professional manner to all outside contacts when doing the City’s business and also with the general public.

**Typical Working Environment:**

Demands of the position require employee to work days/evenings/weekends as the demands of the position require.

Position is primarily program implementation working in an office environment. Work can include indoor and outdoor environments as program offerings demand.

**Typical Physical Requirements for this Position:**

Must be able to sit, stand, speak, hear, and effectively communicate to staff, and the public.

Must be able to stoop, kneel, crouch, handle objects, lift and carry 25lbs, bend, push, pull, use hand and foot coordination, perform near activity, and have depth perception.

**Selection Criteria to Qualify for this Position:**

High School diploma

3 years golf course operations experience; PGA membership; First Aid; CPR; AED certifications

Desirable – 4 years experience teaching golf clinics and lessons.

Valid, unrestricted Minnesota Drivers License.

Clean background check.

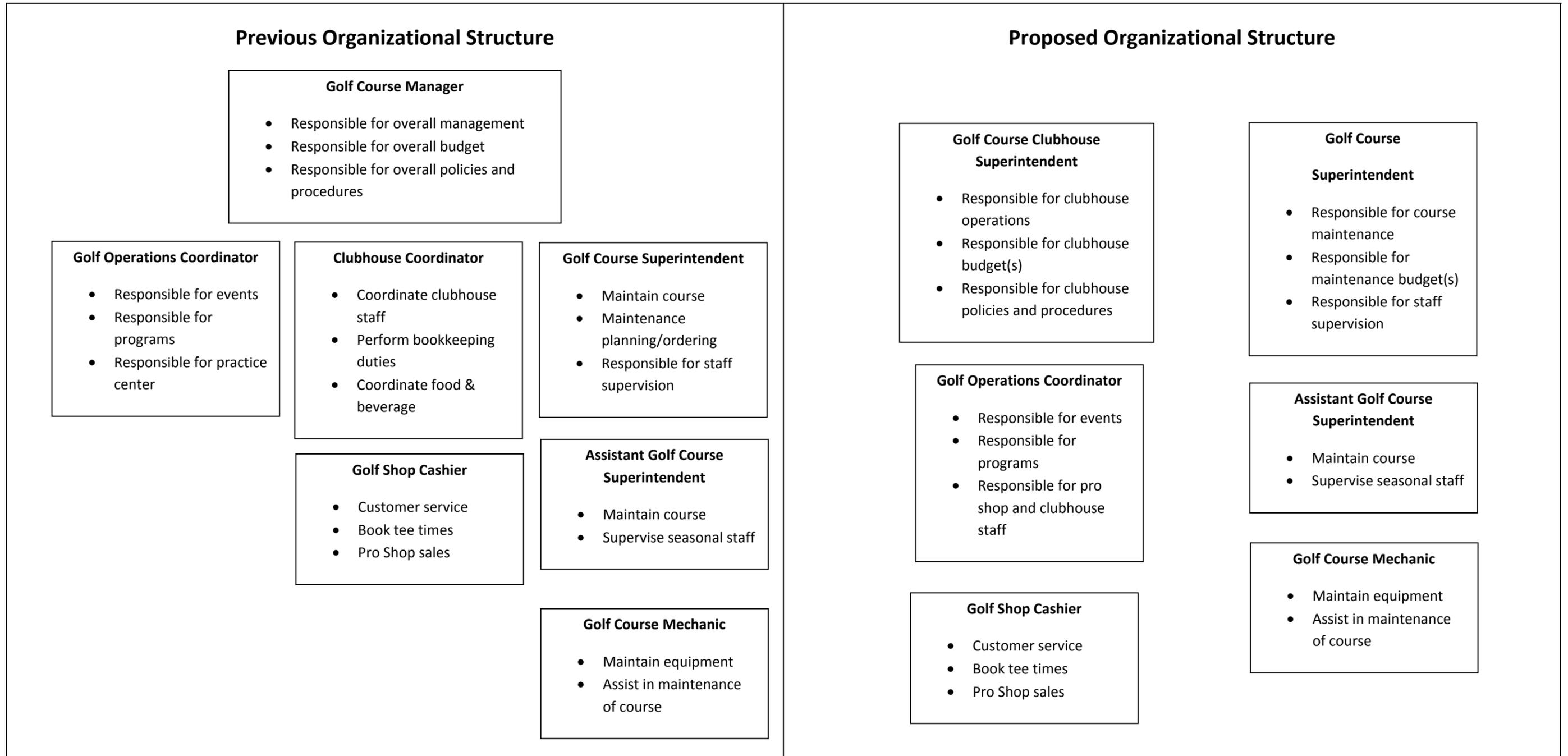
**Employee’s Acknowledgement and Date:** \_\_\_\_\_

**Supervisor’s Acknowledgement and Date:** \_\_\_\_\_

**Administrative Services Acknowledgement and Date:** \_\_\_\_\_

# Inver Wood Golf Course

## Organizational Chart





## Inver Wood Golf Course Summary Organizational Changes

Name	Title		Position Reports To		Salary Range		Significant Job Description Changes
	Before	After	Before	After	Before	After	
Matt Moynihan	Clubhouse Coordinator	Golf Course Clubhouse Superintendent	Golf Course Manager	Park & Recreation Director	\$18.50 - \$24.07 per hour	\$66,100 - \$82,600	<ul style="list-style-type: none"> <li>Responsible for the clubhouse operations</li> <li>Number of direct reports has been reduced</li> <li>Budget responsibility for only the clubhouse operation</li> </ul>
Leon Otness	Golf Operations Coordinator	No Change	Golf Course Manager	Golf Course Clubhouse Superintendent	\$50,800 - \$63,500	No Change	<ul style="list-style-type: none"> <li>Responsible to supervise Golf Shop Cashiers</li> </ul>
Glen Lentner	Golf Course Superintendent	No Change	Golf Course Manager	Park & Recreation Director	\$66,100 - \$82,600	No Change	<ul style="list-style-type: none"> <li>Responsible for the maintenance operations</li> <li>Budget responsibility for only the maintenance operation</li> </ul>
Joel Metz	Assistant Golf Course Superintendent	No Change	Golf Course Superintendent	No Change	\$50,800 - \$63,500	No Change	No significant changes.
Tim Lage	Golf Course Mechanic	No Change	Golf Course Superintendent	No Change	\$22.26 – \$26.22 per hour	No Change	No significant changes.
Michael Barnet	Golf Shop Cashier	No Change	Clubhouse Coordinator	Golf Operations Coordinator	\$15.00 - \$18.22 per hour	No Change	No significant changes.
John Fisher	Golf Shop Cashier	No Change	Clubhouse Coordinator	Golf Operations Coordinator	\$15.00 - \$18.22 per hour	No Change	No significant changes.
Dennis Hogan	Golf Shop Cashier	No Change	Clubhouse Coordinator	Golf Operations Coordinator	\$15.00 - \$18.22 per hour	No Change	No significant changes.

2014 Non-Union Compensation Plan

POSITION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Chief	Y	\$96,600	\$102,700	\$108,700	\$114,600	\$120,700
Public Works Director						
Community Development Director						
Parks and Recreation Director						
Finance Director						
Asst. City Administrator						
Fire Chief						
City Engineer	W	\$82,800	\$87,900	\$93,200	\$98,300	\$103,500
Lieutenant						
Assistant Fire Chief						
Chief Building Official	V	\$76,700	\$81,600	\$86,400	\$91,200	\$95,900
Recreation Superintendent						
City Planner						
Assistant City Engineer						
Utility Superintendent						
Streets Maintenance Supt.						
Parks Maintenance Supt.						
Technology Manager						
Golf Course Superintendent	U	\$66,100	\$70,400	\$74,400	\$77,500	\$82,600
Golf Course						
Clubhouse Supt.						
Guest Services Supervisor	T	\$57,000	\$60,700	\$64,200	\$67,700	\$71,300
Human Resources Coordinator						
Deputy City Clerk						
Asst. Golf Course Supt.	S	\$50,800	\$53,900	\$57,100	\$60,400	\$63,500
Golf Operations Coordinator						
MIS Technician						
Utility Lead Worker	R	\$56,827.48	\$58,450.51	\$59,943.69		
Utility Maintenance Worker	Q	\$43,332.58	\$46,040.86	\$48,749.15	\$51,457.44	\$54,165.72

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Amend 2014 Budget

Meeting Date: May 27, 2014  
 Item Type: Regular  
 Contact: Kristi Smith 651-450-2521  
 Prepared by: Kristi Smith, Finance Director  
 Reviewed by: Joe Lynch, City Administrator  
 Eric Carlson, P&R Director

*Kristi Smith*

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve the 2014 budget amendments related to Golf Course and Parks Departments.

**SUMMARY**

The following 2014 budget amendments are recommended due to the Council approved staffing changes within Parks and Golf Course:

**General Fund**

- Parks – Regular Full-Time (\$7,300)
- Parks – Temporary Employees (\$500)
- Parks – Flex. Comp. Spending (\$1,700)
- Parks – Employer Social Security (\$600)
- Parks – Employer Medicare (\$100)
- Parks – Employer PERA (\$500)
- Parks – Medical Insurance (\$4,100)
- Parks – LTD Insurance (\$100)
- Transfers – Operating Transfer Out to Parks Capital Replacement Fund \$14,900

**Golf Course Fund**

- Regular Full-Time (\$18,600)
- Flex. Comp. Spending (\$1,300)
- Employer Social Security (\$1,400)
- Employer Medicare (\$300)
- Employer PERA (\$1,600)
- Medical Insurance (\$3,100)
- Contribution from Retained Earnings (\$26,300)

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

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

**RESOLUTION AMENDING THE 2014 BUDGET**

**WHEREAS**, on March 24, 2014 Council approved staffing changes for 2014 related to the Parks and Golf Course Departments, and

**WHEREAS**, it is desirable that the 2014 Budget be amended to reflect these changes.

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:** that the 2014 Budgets are hereby amended as follows:

General Fund:

Parks Department	101.44.6000.451.10100	Decrease	\$7,300
Parks Department	101.44.6000.451.10300	Decrease	500
Parks Department	101.44.6000.451.20100	Decrease	1,700
Parks Department	101.44.6000.451.20300	Decrease	600
Parks Department	101.44.6000.451.20350	Decrease	100
Parks Department	101.44.6000.451.20400	Decrease	500
Parks Department	101.44.6000.451.20600	Decrease	4,100
Parks Department	101.44.6000.451.20630	Decrease	100
Transfers	101.57.9200.590.91100	Increase	14,900

Golf Course Fund:

503.52.0000.3992000	Decrease	26,300
503.52.8500.526.10100	Decrease	18,600
503.52.8500.526.20100	Decrease	1,300
503.52.8500.526.20300	Decrease	1,400
503.52.8500.526.20350	Decrease	300
503.52.8500.526.20400	Decrease	1,600
503.52.8500.526.20600	Decrease	3,100

Adopted by the City of Inver Grove Heights this 27<sup>th</sup> day of May 2014.

Ayes:

Nays:

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

ATTEST:

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